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Apr 14 2025

S.C. SUPREME COURT

EXHIBIT A

THE STATE OF SOUTH CAROLINA
In The Supreme Court

IN THE ORIGINAL JURISDICTION
OF THE SUPREME COURT

The Methodist Church of Simpsonville, Jackson Grove Methodist Church, Calhoun Falls Methodist Church, Good Shepherd Methodist Church, Trinity Methodist Church of Lancaster, Aldersgate Methodist Church, Boiling Springs Methodist Church, Fort Lawn Methodist Church, Panola Methodist Church, Dickson Methodist Church, Heidi Meek Medlin, and Michael Smith Petitioners,
v.

The South Carolina Conference of the United Methodist Church, Bishop Leonard E. Fairley, Rev. Cathy Mitchell, Rev. Fran Elrod, Rev. Steve Brown, Rev. Terry Fleming, Rev. Telley Gadson, Rev. Anthony Hodge, Rev. Chris Lollis, Rev. Ken Nelson, Rev. Steve Patterson, Jr., and Rev. Jeffrey Salley Respondents.

COMPLAINT

Petitioners (collectively the “Local Churches”) bring this Complaint for declaratory relief and allege as follows:

INTRODUCTION

1. Petitioners file this lawsuit in the South Carolina Supreme Court’s original jurisdiction because it involves several important and novel issues of state and federal law that are of great public interest and should be decided by this Court in the first instance.

2. This case involves a schism in the United Methodist Church (“UMC”) and subsequent disputes between local congregations and the South Carolina Conference of the UMC

over both the process and legality of disaffiliation from the UMC and the subsequent ownership of real estate deeded to the local congregations.

3. The UMC is a worldwide Christian denomination formed in 1968 by the union of two churches, The Evangelical United Brethren Church and The Methodist Church.

4. While the UMC itself is not incorporated and does not have a central headquarters or single executive leader, it acts through geographical subunits called conferences. The highest-level conference, the General Conference, is a global assembly of the UMC that meets regularly every four years. Additionally, there are 54 annual conferences in the United States that, as the name suggests, meet annually.

5. Defendant The South Carolina Conference of the United Methodist Church (the “South Carolina Conference”) is the annual conference of the UMC that represents UMC churches in South Carolina. Plaintiff are local churches in South Carolina along with one of the church’s pastor and the chair of its Church Council. These annual conferences are administrative subdivisions of the UMC presided over by a bishop and cabinet who meet annually. Annual conferences are themselves split into geographic districts, each with a district superintendent who serves the local churches within that district and acts as the go-between for individual churches and Defendant Conference.

6. The UMC also has a Judicial Council that serves as an internal, ecclesiastical administrative court that issues rulings regarding conflicts arising within the UMC.

7. The UMC is governed by the Book of Discipline of the United Methodist Church (the “Book of Discipline”),¹ which operates as the constitution and governing document of the

¹UNITED METHODIST CHURCH, THE BOOK OF DISCIPLINE OF THE UNITED METHODIST CHURCH 2020/2024 (2024) A digital edition of the UMC Book of Discipline is available for free at

UMC. The Book of Discipline is the connectional agreement that sets forth the terms of the shared community entered into by all individuals and entities associated with the UMC. It is published and is generally revised and updated every four years by the General Conference of the UMC. The current version of the Book of Discipline is the 2024/2020 edition.

8. The UMC, through its conferences, claims to be the beneficiary of a trust created by the Book of Discipline and allegedly applicable to all the property of the UMC's churches nationwide. But the UMC is unincorporated and incapable of holding property; therefore, it does not and cannot own any of Plaintiffs' property per the 2024/2020 Book of Discipline ¶ 2501.

9. The UMC and the South Carolina Conference also claim that if a congregation of the UMC withdraws from the UMC, other than in limited circumstances not applicable here, the congregation's property is forfeited and becomes the property of the incorporated annual conference or board of trustees of the geographical conference in which it is located. In this case, this would be Defendant South Carolina Conference.

10. Since the UMC's formation in 1968, the denomination has lost nearly half its members in the United States. Since June of 2023 alone, more than 7,000 congregations have disaffiliated.

11. Although there are still over 24,000 UMC congregations in the United States owning real property valued at over \$60 billion, members are fleeing the denomination in droves and its local conferences can no longer financially support themselves.

12. In 2019, amid increasing strife between local churches and the UMC over issues of sexuality, especially homosexuality and the ordination of homosexual clergy, the UMC

https://issuu.com/cokesbury/docs/the_book_of_discipline_of_the_united_methodist_chu?fr=xKAE9_zU1NQ.

enacted ¶ 2553 of the Book of Discipline, a special disaffiliation provision. Under that provision, the UMC gave local churches a “limited right” to vote to disaffiliate from the UMC and retain their property if they were disaffiliating “for reasons of conscience” related to “the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals.” Paragraph 2553 specified that its unique disaffiliation process would expire on December 31, 2023. It also provided that each conference “may develop additional standard terms that are not inconsistent with” the other provisions of the paragraph.

13. Paragraph 2553 provided an off ramp for approximately 7,000 Methodist churches that disaffiliated from the UMC across the country.²

14. But the disaffiliation process did not go smoothly. Instead, it resulted in hundreds of lawsuits being filed across the country involving claims of, among other things, breach of contract, fraud, quiet title, and modification of trust. Disaffiliation litigation has unfolded in at least 15 states, including: Maryland, New Jersey, Pennsylvania, California, Alabama, Florida, Georgia, Illinois, Hawaii, Kentucky, Tennessee, Texas, New York, North Carolina, and South Carolina. It has also made its way to appellate courts in at least eight states.³

² See *Why Have Thousands of United Methodist Churches in the US Quit the Denomination*, ASSOCIATED PRESS (Dec. 15, 2023, 8:02 AM), <https://apnews.com/article/united-methodist-congregations-leaving-lgbtq-bans-dbd315f329e4cfec4ba78916668ab50b>.

³ See, e.g., *Oklahoma Ann. Conf. of the United Methodist Church, Inc. v. Timmons*, 538 P.3d 170 (Okla. 2023); *Aldersgate United Methodist Church of Montgomery v. Alabama-W. Fla. Conf. of United Methodist Church, Inc.*, -- So.3d --, No. SC-2023-0830, 2024 WL 2790269, at *1 (Ala. May 31, 2024); *Fifth Ave. United Methodist Church of Wilmington v. N. Carolina Conf., Se. Jurisdiction, of United Methodist Church, Inc.*, 911 S.E.2d 106 (N.C. Ct. App. 2024); *S. Dist. Union of United Methodist Church v. First United Methodist Church of Huntington Beach*, No. G062996, 2024 WL 4230555 (Cal. Ct. App. Sept. 18, 2024), rev. denied (Dec. 31, 2024); *S. Cent. Jurisdictional Conf. of United Methodist Church v. S. Methodist Univ.*, 674 S.W.3d 334, 348 (Tex. App. 2023), rev. granted (Oct. 18, 2024); *New York Ann. Conf. of United Methodist Church v. Bethel Bible Ministries*, 226 A.D.3d 1127, 209 N.Y.S.3d 200 (NY 3d App. Div. 2024); *First United Methodist Church of Hobe Sound, Florida, Inc., et al. v. The Board of Trustees of the Florida Annual Conference of the United Methodist Church, Inc., et al.*, Case No. 1D23-1043

15. Plaintiff The Methodist Church of Simpsonville explored the disaffiliation process under ¶ 2553 but, like many other churches, did not undertake and complete the process before it expired on December 31, 2023.

16. Nonetheless, after disaffiliation under ¶ 2553 ended, the South Carolina Conference approved a process designed to continue allowing local congregations to disaffiliate under ¶ 2549 of the Book of Discipline, typically reserved for closure of churches no longer serving their original purpose.

17. Disaffiliation under ¶ 2549 allowed a local congregation to retain its property in exchange for making a supposedly “discounted” payment of a 10% tithe of the appraised value of all church property and liquid assets to the UMC. The Conference and its representatives made specific, individual representations to scores of Methodist churches in South Carolina regarding the availability, timing, and terms of that process.

18. Approximately 215 local South Carolina congregations disaffiliated from the UMC under ¶ 2549 in 2023 through 2024.

19. Other South Carolina congregations materially relied on those representations and undertook extensive and costly efforts to comply with all procedural and financial obligations. These actions were taken in good faith, based on the understanding that the churches would be permitted to retain their property and continue ministry outside the denomination without interference or reversal of the agreed-upon terms. As explained more fully below, however, the Defendants reneged on their promises, and many churches (including the 40+ against whom the Conference is now threatening litigation) were unable to disaffiliate through that process.

(Fla. 1st DCA 2024); *The Methodist Church of Cape St. Claire, et al, v. The Baltimore Washington Conference of the United Methodist Church, Inc., et al.*, Case Number 1812-2024 (Md. App. Ct. 2024).

20. At the quadrennial UMC General Conference in late April 2024, the UMC did not renew the off-ramp process for departing congregations (which, as noted above, had expired on December 31, 2023) and, instead, adopted several formal changes to the Book of Discipline that formalized the denomination's liberal theological shift. Several UMC state conferences (including South Carolina) still maintained their own processes for disaffiliation, and many Methodist churches in South Carolina continued in the promised process under ¶ 2549.

21. The UMC Judicial Counsel abruptly pulled the rug out from numerous congregations who were in the process of disaffiliating in late October 2024 by declaring that disaffiliation was no longer possible or permissible *at all*.

22. Following the 2024 UMC General Conference and its formal and final adoption of theologically liberal positions, the Methodist Church of Simpsonville (then known as Simpsonville United Methodist Church) concluded it had no choice but to disaffiliate from the denomination in order to pursue its deeply held religious beliefs, which now fundamentally differ from the UMC and the South Carolina Conference.

23. Instead of accepting that it was at a theological impasse with numerous congregations and honoring its promise to permit these congregations to disaffiliate from the UMC and retain their property, the South Carolina Conference turned to the courts and litigation.

24. The South Carolina Conference sued the Methodist Church of Simpsonville on November 5, 2024, in Greenville County, seeking a declaration, among other things, that the church had not lawfully disaffiliated from the UMC, and the local congregation's property belonged to the UMC, not the local church as a South Carolina nonprofit corporation. *See* Case No. 2024CP2306475.

25. Then, on March 5, 2025, using the caption of the suit against The Methodist Church of Simpsonville, the South Carolina Conference moved in this Court for assignment to a single trial judge of approximately 40 actual or imminent cases against other local churches, stating that “[i]n the very near future, it is likely **that up to 42 individual lawsuits** will be pending around the state that all center on the key legal issues of church corporate identity and ownership of the local church property.”

26. The South Carolina Conference is now well on its way to making good on its promise to file over 40 individual lawsuits against local Methodist congregations that have disaffiliated from the UMC. It has filed *lis pendens* against most of them and has commenced litigation against a subset of that group, including against the Petitioners named in this Complaint.

27. Although these lawsuits involve individual facts and circumstances, two general issues dominate: (a) whether these local congregations properly and lawfully disaffiliated from the UMC, and (b) whether the Book of Discipline’s Trust Clause applies to the disaffiliating local churches’ property.

28. The Local Churches bring this declaratory judgment action in this Court’s original jurisdiction to affirm its right under the U.S. and South Carolina Constitutions to the free exercise of religion and the freedom to associate with whom it pleases—and correspondingly, to dissociate from whom it pleases. Further, the Local Churches seek to affirm and clarify their interest in property parcels solely owned by the each local church, but which the South Carolina Conference claims a right to pursuant to the trust provisions of the Book of Discipline.

29. The public interest would be served by the exercise of this Court’s original jurisdiction here. It is against the public interest to permit denominational leadership to promise a

way for local churches to disaffiliate from the UMC with their property intact, and then have the rug pulled out from them and be hauled into court. This Court should correct the grave injustice here by articulating the applicable law in a just, consistent, and speedy fashion, and then let circuit court judges apply the relevant law to the unique facts of each case.

30. The scope of the litigation—up to 42 individual lawsuits—and the importance of the claims merits this Court’s exercise of its original jurisdiction.

PARTIES

31. Plaintiff the Methodist Church of Simpsonville, f/k/a Simpsonville United Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

32. Plaintiff Michael Smith is the pastor of The Methodist Church of Simpsonville.

33. Plaintiff Heidi Meek Medlin is the Chair of the Church Council of The Methodist Church of Simpsonville.

34. Plaintiff Jackson Grove Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

35. Plaintiff Calhoun Falls Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

36. Plaintiff Good Shepherd Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

37. Plaintiff Trinity Methodist Church of Lancaster is a local congregation, organized as a nonprofit corporation under South Carolina law.

38. Plaintiff Aldersgate Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

39. Plaintiff Boiling Springs Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

40. Plaintiff Fort Lawn Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

41. Plaintiff Panola Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

42. Plaintiff Dickson Methodist Church is a local congregation, organized as a nonprofit corporation under South Carolina law.

43. Non-Party The United Methodist Church is a worldwide Christian denomination organized by conferences. The UMC is not named as a defendant herein because it is not a legal entity that can sue or be sued per the 2016 Book of Discipline ¶ 2501.

44. Defendant The South Carolina Conference is the annual conference of the UMC that represents UMC churches in South Carolina.

45. Defendant Leonard E. Fairley is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

46. Defendant Cathy Mitchell is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

47. Defendant Fran Elrod is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

48. Defendant Steve Brown is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

49. Defendant Terry Fleming is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

50. Defendant Telley Gadson is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

51. Defendant Anthony Hodge is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

52. Defendant Chris Lollis is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

53. Defendant Ken Nelson is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

54. Defendant Steve Patterson, Jr. is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

55. Defendant Rev. Jeffrey Salley is, on information and belief, a resident of South Carolina and an official of the South Carolina Conference of the United Methodist Church.

JURISDICTION

56. The Local Churches brings this action pursuant to Article V, Section 5 of the South Carolina Constitution, Section 14-3-310 of the South Carolina Code, the South Carolina Uniform Declaratory Judgment Act, S.C. Code Ann. § 15-31-10 et seq., and Rule 245 of the South Carolina Appellate Court Rules.

57. The South Carolina Supreme Court has original jurisdiction because “the public interest is involved” and “special grounds of emergency or other good reasons exist.” Rule 245, SCACR.

FACTUAL ALLEGATIONS

58. Petitioner The Methodist Church of Simpsonville, f/k/a Simpsonville United Methodist Church, is a local congregation organized as a nonprofit corporation under South Carolina law. Michael Smith is its pastor. Heidi Meek Medlin is the Chair of its Church Council.

59. The Methodist Church of Simpsonville was founded in 1916. Originally known as the Simpsonville Methodist Episcopal Church, the church was (and still is) located on Southeast Main Street in Simpsonville, South Carolina. For more than a century, the local church's members have gathered, worshiped, and served there.

60. For more than a century, their sacrificial giving—and theirs alone—has funded the work and ministry of the local church. And for more than a century, they alone have bought, paid for, owned, improved, and maintained their gathering place.

61. Most of the property owned by the Local Church is contiguous and, together, it forms the main church campus on Southeast Main Street. Another parcel is a parsonage located a few miles away. Some of the parcels do not have (and have never had) a trust clause in the deed. One of them—a 1954 deed for the parcel on which most of the sanctuary sits—has trust language that refers only to The Methodist Church: a denomination that has been defunct for the past 58 years.

62. The UMC was formed in April 1968, *52 years after* the Local Church came into existence.

63. It is true that when the Local Church joined the UMC, the Book of Discipline contained the Trust Clause, ¶ 2501, providing that property held by a local church affiliated with the UMC should be held in trust for the denomination. But that's only part of the story.

64. The Book of Discipline also provided—and still provides—that for local congregations that predated the UMC (such as the Methodist Church of Simpsonville), their ownership of their real property was not altered by the creation of the UMC, its Book of Discipline, or the local church’s absorption into the new denomination:

Section IX. Protection of Rights of Congregations

¶ 261. Nothing in the Plan and Basis of Union at any time after the union is to be construed so as to require any local church of . . . the former The Methodist Church to alienate or in any way to change the title to property contained in its deed or deeds at the time of union; and lapse of time or usage shall not affect said title or control.

UMC Book of Discipline, ¶ 261 (2024/2020).

65. The deeds to other real property owned by the Methodist Church of Simpsonville never had any reversionary interest or purported trust language until 2016, when such language was surreptitiously inserted without the knowledge or authorization of the church’s Church Council or Members.

66. In 2024, after several years of growing frustration with changes in theological positions and doctrinal interpretations by the UMC, especially regarding sexual morality, the Local Church determined it had no choice but to disaffiliate from the UMC.

67. Pastor Mike Smith submitted his resignation to the denomination in early June 2024. Thereafter, the Local Church’s unanimous church council undertook a series of actions and resolutions taken in compliance with South Carolina law to disaffiliate from the UMC denomination, amend the church’s Articles of Incorporation, change the church’s registered name, change its registered agent, adopt and file Restated Articles of Incorporation, adopt Bylaws, adopt a resolution revoking the alleged (but unauthorized) trust clauses in the 2016

quitclaim deeds, and informed the Greenville County Register of Deeds of the name change and revocations.

68. After these actions were taken, counsel for the Local Church informed the South Carolina Conference that the church had discontinued its affiliation with the UMC.

69. Five months later, on November 5, 2024, the South Carolina Conference filed a complaint for declaratory and injunctive relief in South Carolina state court, Greenville County, alleging that the Local Church's purported disaffiliation from the UMC violated the Book of Discipline and failed to comply with the separation procedures adopted by the South Carolina Conference and were therefore not authorized and void. *See South Carolina Conference of The United Methodist Church v. Simpsonville United Methodist Church, et. al*, Case No. 2024CP2306475.

70. The other Petitioner Local Churches named as Petitioners in this Complaint likewise predate the formation of the UMC and likewise own real estate and other property.

71. These churches relied on representations made by the Defendants regarding the promised ability to disaffiliate under ¶ 2549 of the Book of Discipline.

72. After the Defendants reneged on that process, the Local Churches took action to change their names, alter their Articles and/or Bylaws, and disaffiliate from the UMC.

73. The Conference subsequently filed *lis pendens* against the Local Churches' real properties and sued or threatened to sue them.

74. These complaints alleged that the Trust Clause in the Book of Discipline applies to all property of UMC local churches—including the Local Churches' properties and sought injunctions forcing clergy to vacate parsonages, cease communication with congregants, and requiring property to be transferred to the Conference.

75. The South Carolina Conference also sought a declarations from the lower courts that the denominational trust clause in the *Book of Discipline* is valid, and enforceable, that the Local Churches' separations were ineffective and they may not separate or disaffiliate, that the corporate filings undertaken by the Local churches were null and void and must be withdrawn, and that the ownership of all property and assets, tangible and intangible, of Simpsonville United Methodist Church remains with that corporate entity.

76. On March 5, 2025, the South Carolina Conference filed a Motion with this Court seeking the Assignment of a Single Trial Judge for these cases.

77. In support of its motion, the South Carolina Conference declared that, in addition to the Methodist Church of Simpsonville, it had received Notices of Separation from 40 local UMC churches located throughout South Carolina and seeking to separate from the South Carolina Conference and the UMC. In anticipation of bringing 41 additional lawsuits against these local congregations, the South Carolina Conference filed *lis pendens* in the relevant county for the properties owned by the relevant 41 other local churches.

78. In support of its motion for assignment to a single trial judge of all of the 42 pending or anticipated cases against local churches, the South Carolina Conference argued that “[i]n the very near future, it is likely that up to 42 individual lawsuits will be pending around the state *that all center on the key legal issues of church corporate identity and ownership of the local church property at issue.*” (Motion for Assignment to a Single Trial Judge, at 5) (emphasis added).

79. The South Carolina Conference believes that the “legal issues are likely to be *identical or substantially similar* across all actions.” (Motion for Assignment to a Single Trial Judge, at 5) (emphasis added).

80. It further argues that assignment to a single judge “would conserve and streamline the resources of the parties and counsel,” and promote uniformity in adjudication. (Motion for Assignment to a Single Trial Judge, at 5.)

81. The Local Church filed its Return to Motion for Assignment to a Single Judge on April 14, 2025.

82. The South Carolina Conference’s motion for assignment to a single judge is pending.

83. The Local Church’s motion to dismiss has been continued pending this Court’s decision on the motion to assign a single trial judge.

84. The South Carolina Conference has filed nine other lawsuits against local South Carolina Methodist congregations.

85. Upon information and belief, the South Carolina Conference plans to file approximately 30 additional lawsuits against local congregations within the next 30 days.

**FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment)**

86. Petitioners repeat and re-allege the allegations of the preceding paragraphs above herein, verbatim.

87. Petitioners respectfully ask that this Court declare:

- a. The South Carolina Conference lacks standing to enforce the Trust Clause in the Book of Discipline, given that, on its face, the Trust Clause inures to the benefit of the entire UMC denomination, not an individual state conference.
- b. Under the business judgment rule, the South Carolina Conference lacks standing to challenge the actions of local congregations acting lawfully and within their discretion as nonprofits duly incorporated under South Carolina law.
- c. The South Carolina Conference’s lawsuits against local congregations are barred by the ecclesiastical abstention doctrine.

- d. The South Carolina Conference's lawsuits against local congregations are barred by the doctrine of judicial estoppel.
- e. The South Carolina Conference's lawsuits are barred by the First Amendment to the US Constitution and Article I § 2 of the South Carolina Constitution.
- f. The Church Council of a local Methodist church—regardless of whether the congregation is formally incorporated as a South Carolina nonprofit corporation—constitutes the church's Board of Directors for purposes of corporate governance and the South Carolina Nonprofit Corporation Act.
- g. The congregants of a Methodist church whose names appear on the church's membership rolls and who are in good standing and who historically have had the right to vote in the selection or approval of Church Council members, church Trustees, clergy, or budgetary or financial matters constitute the nonprofit corporation's Members as that term is used in the South Carolina Nonprofit Corporation Act.
- h. When a Methodist church that predates the formation of the UMC owns real property, and the deed for that property does not contain any reversionary interest or purported trust language, and when that local church has taken no affirmative corporate action expressly to incorporate or affirm the UMC's Book of Discipline and its purported property trust clause in the local church's Articles of Incorporation or Bylaws, then the local church owns the real property outright, and no reversionary interest or purported trust language will be imposed on it merely because of the church's current or former affiliation with the UMC whose Book of Discipline purports to impose such an interest on property owned by affiliated local churches.
- i. When a Methodist church that predates the formation of the UMC owns real property, and the deed for that property contains a reversionary interest or purported trust language referring to another Methodist denomination (even if no longer an active denomination), and the local church has taken no affirmative corporate action expressly to incorporate or affirm the UMC's Book of Discipline and its purported property trust clause in the church's Articles of Incorporation or Bylaws, the local church owns the real property outright, and no reversionary interest or purported trust language will be imposed on it merely because of the congregation's current or former affiliation with a state or national denomination whose Book of Discipline purports to impose such an interest on property owned by affiliated local churches.
- j. When a Methodist church owns real property, and the deed for that property contains a reversionary interest or purported trust language referring to the UMC, but that reversionary or trust language was added to the deed without the knowledge and authorization of the Church Council, and the local church has taken no subsequent affirmative corporate action expressly to incorporate or

affirm the UMC's Book of Discipline and its purported trust clause in the church's Articles of Incorporation or Bylaws, the purported reversionary interest or trust language is revocable under South Carolina law and it can be revoked by majority vote of the local church's Church Council or Members.

- k. When a Methodist church owns real property, and that property is the subject of a conveyance—including a quitclaim deed that effectively conveys the property from the church (or its Trustees) to the church (or its Trustees) or otherwise effectively leaves practical possession of the property unchanged—and the conveyance inserts language into the deed purporting to impose a reversionary interest or trust language, and when that conveyance or the insertion of such language was not authorized by the Church Council or the church's Members, the conveyance is deemed voidable under South Carolina law and can be declared void and can be undone by a majority vote of the local church's Church Council or Members.
- l. If a Methodist church owns personal property or cash or other liquid assets, and if the UMC or its state-level affiliate is not expressly listed as a co-owner of the personal property or account or has not exercised direct, active, daily access to, control over, or possessory interest in that property or funds, then the ownership of the property or funds rests solely with the local congregation, and no possessory interest will be inferred or imposed by virtue of the state or national denomination's Book of Discipline or other purported ecclesiastical authority.

88. Petitioners respectfully request that this Court grant such further relief as it deems just and proper.

WHEREFORE Petitioners pray this Court accept this Complaint in its original jurisdiction and:

- A. Issue a declaratory judgment articulating the applicable law governing the South Carolina UMC disaffiliation litigation, consistent with the law as articulated in ¶ 87, *supra*.
- B. Enjoin Defendant from violating the law governing the UMC disaffiliation litigation as articulated by this Court.
- C. For such other relief as this Court deems just.

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Trinity Methodist Church of Lancaster, Aldersgate Methodist
Church, Boiling Springs Methodist Church, Fort Lawn
Methodist Church, Panola Methodist Church, Dickson
Methodist Church*

April 14, 2025
Greenville, South Carolina

EXHIBIT B

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

The South Carolina Conference of The United Methodist Church..... Plaintiff/Movant,

v.

Simpsonville United Methodist Church, The Methodist Church of Simpsonville, and Michael Smith..... Defendants/Respondents.

Greenville County
2024-CP-23-06475

MOTION FOR ASSIGNMENT TO A SINGLE TRIAL JUDGE

Pursuant to Rule 240, SCACR and Article V, § 4 of the South Carolina Constitution, Plaintiff/Movant The South Carolina Conference of The United Methodist Church (the “Conference”) herein moves to assign the above-referenced matter, pending in the Circuit Court for Greenville County, South Carolina, and at least 40 additional matters involving the Conference regarding similarly-situated United Methodist churches around the state of South Carolina, to a single trial court judge.¹ The background and grounds for this motion are as follows:

Background

In the above-captioned matter and in all similar matters, the Conference asserts or will assert that in the United States, The United Methodist Church is organized into regionally-based “annual conferences.” The Conference is one such annual conference and serves as The United Methodist Church denominational connection point for all local United Methodist churches geographically located in South Carolina. The United Methodist Church is a hierarchical church governed by *The Book of Discipline of The United Methodist Church* (“*Discipline*”). The

¹ As detailed below, as of the date of this Motion, the Conference anticipates approximately 40 additional, similar actions for which *lis pendens* have already been filed.

Discipline was originally published in 1784 and constitutes the law and doctrine of The United Methodist Church, which all local United Methodist churches, clergy, and lay members agree to follow. Since the denomination's founding, the *Discipline* has required all local churches to hold their property in trust for the use and benefit of the mission and ministry of The United Methodist Church (the "Trust Clause"). The Trust Clause applies to all real and personal property owned or controlled by a local United Methodist church, including the church buildings and fixtures, parsonages, endowments, and funds so that the same can benefit future United Methodists.

On November 5, 2024, the Conference commenced the above-captioned action against Simpsonville United Methodist Church ("Simpsonville UMC"), the Methodist Church of Simpsonville ("MCS"), and Michael Smith (the church's pastor) arising from MCS's purported disaffiliation from the Conference and The United Methodist Church. The Conference sought declaratory and injunctive relief in its original Complaint and has filed a Motion to Amend the Summons and Complaint and For Joinder and Realignment of Parties to add additional information, causes of action, and plaintiffs and defendants as well as realign Simpsonville UMC from a defendant to a plaintiff. MCS and Smith have filed a Motion to Dismiss the original Complaint, which is currently scheduled for a hearing in Greenville County on March 25, 2025, along with the Conference's Motion to Amend the Summons and Complaint and For Joinder and Realignment of Parties.

From late November 2024 until the date of this Motion, the Conference has received Notices of Separation from 40 local United Methodist churches located in many parts of the state purporting to separate from the Conference and The United Methodist Church.² A compilation of

² Most of these churches (39 of 40) are represented by the same counsel: James W. Bannister, Esq. along with attorneys from the Florida-based National Center for Life and Liberty.

these Notices of Separation is attached hereto as **Exhibit A**. A group of individuals purporting to act on behalf of an additional United Methodist church has taken steps consistent with attempted separation by filing with the South Carolina Secretary of State Nonprofit Corporation Articles of Amendment and Changes of Registered Agents. In addition to Simpsonville UMC in Greenville County,³ the other purportedly separating churches and locations are as follows:

- (1) Aldersgate United Methodist Church of Greenwood (Greenwood County)
- (2) Andrews Chapel United Methodist Church (Clarendon County)
- (3) Bellinger Chapel United Methodist Church (Allendale County)
- (4) Bethel United Methodist Church of Bethune (Kershaw County)
- (5) Beulah United Methodist Church (Calhoun County)
- (6) Bogansville United Methodist Church (Union County)
- (7) Boiling Springs United Methodist Church (Lexington County)
- (8) Brunson United Methodist Church (Hampton County)
- (9) Calhoun Falls United Methodist Church (Abbeville County)
- (10) Camp Swamp United Methodist Church (Horry County)
- (11) Canaan United Methodist Church (Cherokee County)
- (12) Ebenezer United Methodist Church (Abbeville County)
- (13) Emma Gray Memorial United Methodist Church (Spartanburg County)
- (14) Eutawville United Methodist Church (Orangeburg County)
- (15) Folly Beach United Methodist Church (Charleston County)
- (16) Fort Lawn United Methodist Church (Chester County)

³ As shown by the record in this matter, Simpsonville United Methodist Church is represented by Miles Coleman, Esq. of Nelson Mullins.

- (17) Good Shepherd United Methodist Church – Lancaster (Lancaster County)
- (18) Gordon Memorial United Methodist Church (Fairfield County)
- (19) Grace United Methodist Church of Pickens (Pickens County)
- (20) Hardeeville United Methodist Church (Jasper County)
- (21) Jackson Grove United Methodist Church (Greenville County)
- (22) Jefferson United Methodist Church (Chesterfield County)
- (23) Livingston United Methodist Church (Orangeburg County)
- (24) Lupo Memorial United Methodist Church (Greenwood County)
- (25) Montgomery Memorial United Methodist Church (Spartanburg County)
- (26) Monticello United Methodist Church (Fairfield County)
- (27) Panola United Methodist Church (Greenwood County)
- (28) Pleasant Hill United Methodist Church (Bamberg County)
- (29) Providence United Methodist Church of Holly Hill (Orangeburg County)
- (30) Rehoboth United Methodist Church of Greenwood (Greenwood County)
- (31) Republican United Methodist Church of McCormick (McCormick County)
- (32) St. James United Methodist Church of Laurens (Laurens County)
- (33) St. Paul United Methodist Church of Florence (Florence County)
- (34) Swallow Savannah United Methodist Church (Allendale County)
- (35) Trinity United Methodist Church of Bamberg (Bamberg County)
- (36) Trinity United Methodist Church of Lancaster (Lancaster County)
- (37) Trinity United Methodist Church of Laurens (Laurens County)
- (38) Union United Methodist Church of Cope (Orangeburg County)
- (39) Wesley Memorial United Methodist Church (Charleston County)

(40) Zion United Methodist Church of Dorchester (Dorchester County)

(41) Zion United Methodist Church of Lancaster (Lancaster County)

As shown by the above list, these churches span the state. A map showing the various counties involved is attached as **Exhibit B**.

The text of the Notices of Separation (*see* Exhibit A), which is essentially identical except for the name of the local church with regard to the 38 churches represented by the same counsel, is unequivocal and leaves the Conference no choice but to proceed to litigation. The Conference has filed *lis pendens* in the relevant county for the properties owned by the relevant 41 local churches (except for Simpsonville UMC, which is already in litigation) such that litigation is imminent. A compilation of the filed *lis pendens* is attached as **Exhibit C**.⁴

Argument

In the very near future, it is likely that up to 42 individual lawsuits will be pending around the state that all center on the key legal issues of church corporate identity and ownership of the local church property at issue. That number, of course, could increase if more United Methodist churches serve Notices of Separation on the Conference or otherwise purport to take corporate action to separate. The legal issues are likely to be identical or substantially similar across all actions. Due to the volume of actions and the almost statewide reach of the churches and property at issue, there is a heightened risk that trial court rulings may not be uniform. In addition, assigning these matters to one trial court judge for adjudication would conserve and streamline the resources of the parties and counsel, particularly as the Conference would be represented by the same counsel throughout, and the vast majority of the 42 churches (38) are represented by the same counsel.

⁴ As of the filing of this Motion, most of the filed *lis pendens* have been accepted, with two still in process with the respective clerks of court. Non-file stamped version of those *lis pendens* are included in the compilation.

This Court has appointed a single trial judge to high volume church property litigation across multiple counties and judicial circuits in the state in the past. *See, e.g., The Protestant Episcopal Church in the Diocese of S.C. v. The Episcopal Church*, 439 S.C. 284, 887 S.E.2d 508 (2022); *The Protestant Episcopal Church in the Diocese of S.C. v. The Episcopal Church*, 421 S.C. 211, 806 S.E.2d 82 (2017). The Court has also appointed a single trial judge to cases across the state that have identical or similar legal issues to promote efficiency and party resources as well as reduce the risk of inconsistent rulings. *See, e.g., S.C. Supreme Court Order of May 17, 2023, in In re: Act No. 236 Litigation, Thompson v. Killian et al.*; *S.C. Supreme Court Order of October 31, 2017, in In re: V.C. Summer Nuclear Project*. In order to promote the effective and expeditious disposition of these matters by uniform rulings and to conserve judicial and party resources, the Conference respectfully requests and moves that the Court appoint a single trial judge to adjudicate all cases regarding the Conference and the purportedly separating churches.

Pursuant to Rule 11, SCRCPP, the undersigned counsel certifies that her firm has attempted consultation with opposing counsel prior to filing this motion.

[Signature block on following page.]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.



James Y. Becker (SC Bar No. 64991)
Costa M. Pleicones (SC Bar No. 4479)
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*Attorneys for Plaintiff The South Carolina
Conference of The United Methodist
Church*

March 5, 2025
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

The South Carolina Conference of The United Methodist Church..... Plaintiff/Movant,

v.

Simpsonville United Methodist Church, The Methodist Church of Simpsonville, and Michael Smith..... Defendants/Respondents.

Greenville County
2024-CP-23-06475

PROOF OF SERVICE

I certify that I have served The South Carolina Conference of The United Methodist Church's Motion for Assignment to a Single Trial Judge to the following counsel by electronic mail on March 5, 2025, addressed to:

Miles Coleman
Nelson Mullins Riley & Scarborough LLP
2 West Washington Street, Suite 400
P.O. Box 10084 (29603-0084)
Greenville, SC 29601
(864) 373-2300
miles.coleman@nelsonmullins.com

James Bannister
Bannister, Wyatt & Stalvey, LLC
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jbannister@bannisterwyatt.com



Beth Valdes, Paralegal

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

The South Carolina Conference of The United Methodist Church..... Plaintiff/Movant,

v.

Simpsonville United Methodist Church, The Methodist Church of Simpsonville, and Michael
Smith..... Defendants/Respondents.

Greenville County
2024-CP-23-06475

PROOF OF SERVICE

I certify that I have served The South Carolina Conference of The United Methodist Church's Motion for Assignment to a Single Trial Judge to the following counsel by electronic mail on March 5, 2025, addressed to:

Miles Coleman
Nelson Mullins Riley & Scarborough LLP
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miles.coleman@nelsonmullins.com

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jbannister@bannisterwyatt.com



Beth Valdes, Paralegal

THE STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

The South Carolina Conference of The United Methodist Church..... Plaintiff/Movant,

v.

Simpsonville United Methodist Church, The Methodist Church of Simpsonville, and Michael Smith..... Defendants/Respondents.

Greenville County
2024-CP-23-06475

PROOF OF SERVICE

I certify that I have served The South Carolina Conference of The United Methodist Church's Motion for Assignment to a Single Trial Judge to the following counsel by electronic mail on March 5, 2025, addressed to:

Miles Coleman
Nelson Mullins Riley & Scarborough LLP
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Beth Valdes, Paralegal

*The South Carolina Conference of The United Methodist Church v. Simpsonville United
Methodist Church, The Methodist Church of Simpsonville, and Michael Smith*
In The Supreme Court
Greenville County Case No.: 2024-CP-23-06475

Exhibit A to Motion for
Assignment to a Single Trial
Judge

Notices of Separation



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December 13, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Aldersgate United Methodist Church of Greenwood - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Aldersgate United Methodist Church of Greenwood ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Aldersgate United Methodist Church of Greenwood has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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February 3, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Andrews Chapel United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Andrews Chapel United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Andrews Chapel United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 17, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Bellingers Chapel Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Bellingers Chapel Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Bellingers Chapel Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 27, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Bethel United Methodist Church of Bethune - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Bethel United Methodist Church of Bethune ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Bethel United Methodist Church of Bethune has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 17, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Beulah United Methodist Church, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Beulah United Methodist Church, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Beulah United Methodist Church, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 16, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Bogansville United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Bogansville United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Bogansville United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 23, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Boiling Springs United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Boiling Springs United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Boiling Springs United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 7, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Brunson United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Brunson United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Brunson United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@nccl.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 28, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Calhoun Falls United Methodist Church, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Calhoun Falls United Methodist Church, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Calhoun Falls United Methodist Church, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 17, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Camp Swamp United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Camp Swamp United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Camp Swamp United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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December 23, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Canaan United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Canaan United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Canaan United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@nccl.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

PO Box 5076
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www.NCLL.org

January 8, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Ebenezer United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Ebenezer United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Ebenezer United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 6, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive, Suite 121
Columbia, SC 29203

Cathy Mitchell, spdist@umcsc.org
Spartanburg District Superintendent
364 South Pine Street, #B120
Spartanburg, SC 29302

Kay G. Crowe, kay@basilaw.com
Conference Chancellor
1613 Main Street
Columbia, SC 29201

RE: Emma Gray Memorial United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Emma Gray Memorial United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Emma Gray Memorial United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia

**Attn: Ken Nelson
David Fields**

December 28, 2024

RE: DISAFFILIATION

Our understanding of what the United Methodist Church Council is saying, that if we pay monies to United Methodist Church and the SC Conference to help pay for the pending Law Suits levied against the United Methodist Church, and if we do not agree with what they are now preaching, they will allow us to disaffiliate from the United Methodist Church and the SC Conference.

In our option, this sounds like extortion, which Webster defines as “the act or practice of extorting especially money or other property”, which is illegal in United States of America.

If John & Charles Wesley and George Whitefield were alive today, the United Methodist Church leaders would be preaching and obeying GOD’s word and the law suits would never happen.

We hired the United Methodist Church Council to send our Church a preacher who would teach us the Word of GOD, to help save our souls and to use our tithes and offerings to help spread the Word of GOD to other persons to help save their souls, not to support, based on GOD’s WORD, THE BIBLE what he hates. (GOD loves the sinner but hates the sin).

You have fail to do what we hired UNITED METHODIST CHURCH to do. You no longer preach from GOD’s Word, for his word is genuinely clear on homosexuality/LGBTQ (Leviticus 18:22 says: “Do not lie with a man as one lies with a woman; it is an abomination” and Leviticus 20:13 states: “If a man lies with a man as one lies with a woman, both of them have done what is detestable. They must be put to death; their blood will be on their own heads.)

A woman should learn in quietness and full submission. God does not permit a woman to teach or to assume authority over a man, she must be quiet in worship.

GOD made our gender male and female while we were still in our Mother’s womb. GOD’s word is very clear on marriage being between man and woman and abortion. GOD GIVES LIFE and GOD TAKES LIFE. Read the WORD of GOD, the BIBLE.

The United Methodist Church has given no funds to support our church.

The land was donated to us to build our Church with our funds.

We paved the parking lot with our funds.

We put in the stained glass windows in our Church with our funds.

We built the Parsonage home with our funds.

We built the addition onto our Church with our funds.

We paid for a new elevator with our funds.

We paid for a new heat & air unit with our funds

Our church now needs a new our roof, which we will pay for with our funds.

The United Methodist Church Is not mentioned in our deed, or our insurance policy.

We will not pay any monies to disaffiliate from the UNITED METHODIST CHURCH who do not follow and teach/preach from GOD's Word, THE BIBLE. With God's help, we will continue to work to regain God's will for our church and reach out to the lost and unchurched.

Therefore, as of January 1, 2025, we are disaffiliating our Church from the United Methodist Church. We will ask David Fields to turn over his keys as of December 29th, 2024.

We pray that you will allow GOD back into your hearts and repent, as you know or should know, when our heart stops beating for the last time and we meet GOD it will too late to repent.

GOD bless you all and may God have mercy on your souls.

Buck Travis
Chairman of the Trustees for Eutawville Methodist Church

Cc: Ken Nelson
David Fields



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November 27, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive
Columbia, SC 29203

Jeffrey Salley, chdist@umcsc.org
Charleston District Superintendent
1125 East Montague Avenue
North Charleston, SC 29405

Kay G. Crowe, kay@basilaw.com
Conference Chancellor
1613 Main Street
Columbia, SC 29201

RE: Folly Beach United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Folly Beach United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). Our client was initially restricted by Bishop Holston from pursuing disaffiliation. Subsequently, they were offered an option to 'separate,' which they undertook in good faith. However, this option was later denied following a decision by the Judicial Council. Our client had made clear its doctrinal and theological concerns when requesting separation last year, which the Conference declined. Since then, the General Conference amended the Book of Discipline, changing its views on marriage and gender that have been held by the denomination for over two centuries and by the Church for millennia. These changes are in direct conflict with our client's sincerely held religious beliefs, necessitating their immediate separation from the denomination.

As unanimously voted by the Church leadership and affirmed by all trustees, this letter serves as formal notice that Folly Beach United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your prompt attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 26, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Fort Lawn United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Fort Lawn United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Fort Lawn United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 23, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: The Church of the Good Shepherd, Lancaster, SC, United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents The Church of the Good Shepherd, Lancaster, SC, United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that The Church of the Good Shepherd, Lancaster, SC, United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

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December 11, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive, Suite 121
Columbia, SC 29203

Rev. Fran Elrod, codist@umcsc.org
Colombia District Superintendent
4908 Colonial Drive
Columbia, SC 29203

William A. Coates, wac@cassidycoates.com
Cassidy Coates Price
P.O. Box 10529
Greenville, SC 29603

RE: Gordon Memorial United Methodist Church, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Gordon Memorial United Methodist Church, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Gordon Memorial United Methodist Church, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 16, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Hardeeville United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Hardeeville United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Hardeeville United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 6, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive, Suite 121
Columbia, SC 29203

Rev. Jim Dennis, gvdist@umcsc.org
Greenville District Superintendent
213 College Street
Greenville, SC 29601

Kay G. Crowe, kay@basjlaw.com
Conference Chancellor
1613 Main Street
Columbia, SC 29201

RE: Jackson Grove United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Jackson Grove United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Jackson Grove United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 29, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Jefferson United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Jefferson United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Jefferson United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 16, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Livingston United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Livingston United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Livingston United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 6, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive, Suite 121
Columbia, SC 29203

Chris Lollis, gwdist@umcsc.org
Greenwood District Superintendent
P.O. Box 49968
Greenwood, SC 29649

Kay G. Crowe, kay@basilaw.com
Conference Chancellor
1613 Main Street
Columbia, SC 29201

RE: Lupo Memorial United Methodist Church, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Lupo Memorial United Methodist Church, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Lupo Memorial United Methodist Church, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 19, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Montgomery Memorial United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Montgomery Memorial United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Montgomery Memorial United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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February 14, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Monticello United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Monticello United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Monticello United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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33779

888.233.NCLL (6255)
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www.NCLL.org

February 5, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Panola United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Panola United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Panola United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

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December 16, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Pleasant Hill United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Pleasant Hill United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Pleasant Hill United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

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March 4, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Providence United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Providence United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Providence United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 9, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Rehoboth United Methodist Church of Greenwood, SC - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Rehoboth United Methodist Church of Greenwood, SC ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Rehoboth United Methodist Church of Greenwood, SC has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

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January 15, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Republican United Methodist Church of McCormick, Inc. - Notice of Separation from the South Carolina
Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Republican United Methodist Church of McCormick, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Republican United Methodist Church of McCormick, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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www.NCLL.org

January 7, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: St. James United Methodist Church of Laurens - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents St. James United Methodist Church of Laurens ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that St. James United Methodist Church of Laurens has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 17, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: St. Paul United Methodist Church of Florence - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents St. Paul United Methodist Church of Florence ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that St. Paul United Methodist Church of Florence has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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January 10, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Swallow Savannah United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Swallow Savannah United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Swallow Savannah United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

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December 20, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Trinity United Methodist Church of Lancaster, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Trinity United Methodist Church of Lancaster, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Trinity United Methodist Church of Lancaster, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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www.NCLL.org

December 23, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Trinity United Methodist Church of Laurens, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Trinity United Methodist Church of Laurens, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Trinity United Methodist Church of Laurens, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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www.NCLL.org

December 13, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Trinity United Methodist Church of Bamberg, Inc. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Trinity United Methodist Church of Bamberg, Inc. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Trinity United Methodist Church of Bamberg, Inc. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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January 16, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Union United Methodist Church of Cope, S.C. - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Union United Methodist Church of Cope, S.C. ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Union United Methodist Church of Cope, S.C. has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 6, 2024

Via Email and USPS:

Bishop Leonard Fairley, bishop@umcsc.org
4908 Colonial Drive, Suite 121
Columbia, SC 29203

Jeffrey Salley, chdist@umcsc.org
Charleston District Superintendent
1125 East Montague Avenue
North Charleston, SC 29405

Kay G. Crowe, kay@basilaw.com
Conference Chancellor
1613 Main Street
Columbia, SC 29201

RE: Wesley Memorial United Methodist Church - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Wesley Memorial United Methodist Church ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Wesley Memorial United Methodist Church has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



NATIONAL CENTER FOR LIFE AND LIBERTY

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www.NCLL.org

January 15, 2025

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Zion United Methodist Church of Dorchester - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Zion United Methodist Church of Dorchester ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Zion United Methodist Church of Dorchester has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia



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December 18, 2024

Via Email and USPS:

William Coates, wac@cassidycoates.com

Clark Price, cprice@cassidycoates.com

Cassidy Coates Price

P.O. Box 10529

Greenville, SC 29603

RE: Zion United Methodist Church of Lancaster - Notice of Separation from the South Carolina Conference of the United Methodist Church

To Whom It May Concern:

Our firm, The National Center for Life and Liberty, represents Zion United Methodist Church of Lancaster ("Church") in its separation from the South Carolina Conference of the United Methodist Church ("Conference") and the United Methodist denomination ("denomination"). As you are aware, our client was in the separation process provided by the South Carolina Annual Conference to leave the Conference as promised during the 2024 Annual Conference. Due to the South Carolina Annual Conference's breach of their promise and refusal to allow the Church to separate, the Church was forced to pursue other options.

As voted by the Church and affirmed by its council and trustees, this letter serves as formal notice that Zion United Methodist Church of Lancaster has separated from the Conference and is no longer a member of the South Carolina Conference of the United Methodist Church and the denomination. Please refrain from any further direct communications with our client; all future correspondence should be directed to our office. You may contact me directly at david@ncll.org or by phone at (727) 362-3700.

Furthermore, the Church unequivocally rejects any further actions by the Conference related to its beliefs, teachings, or clergy appointments. Any attempt by the Conference to access Church property will result in a request for immediate departure, followed by removal by law enforcement for trespassing if necessary. Thank you for your attention to this matter.

Sincerely,

/s/James Bannister

James W. Bannister

BANNISTER, WYATT & STALVEY, LLC
ATTORNEYS AT LAW

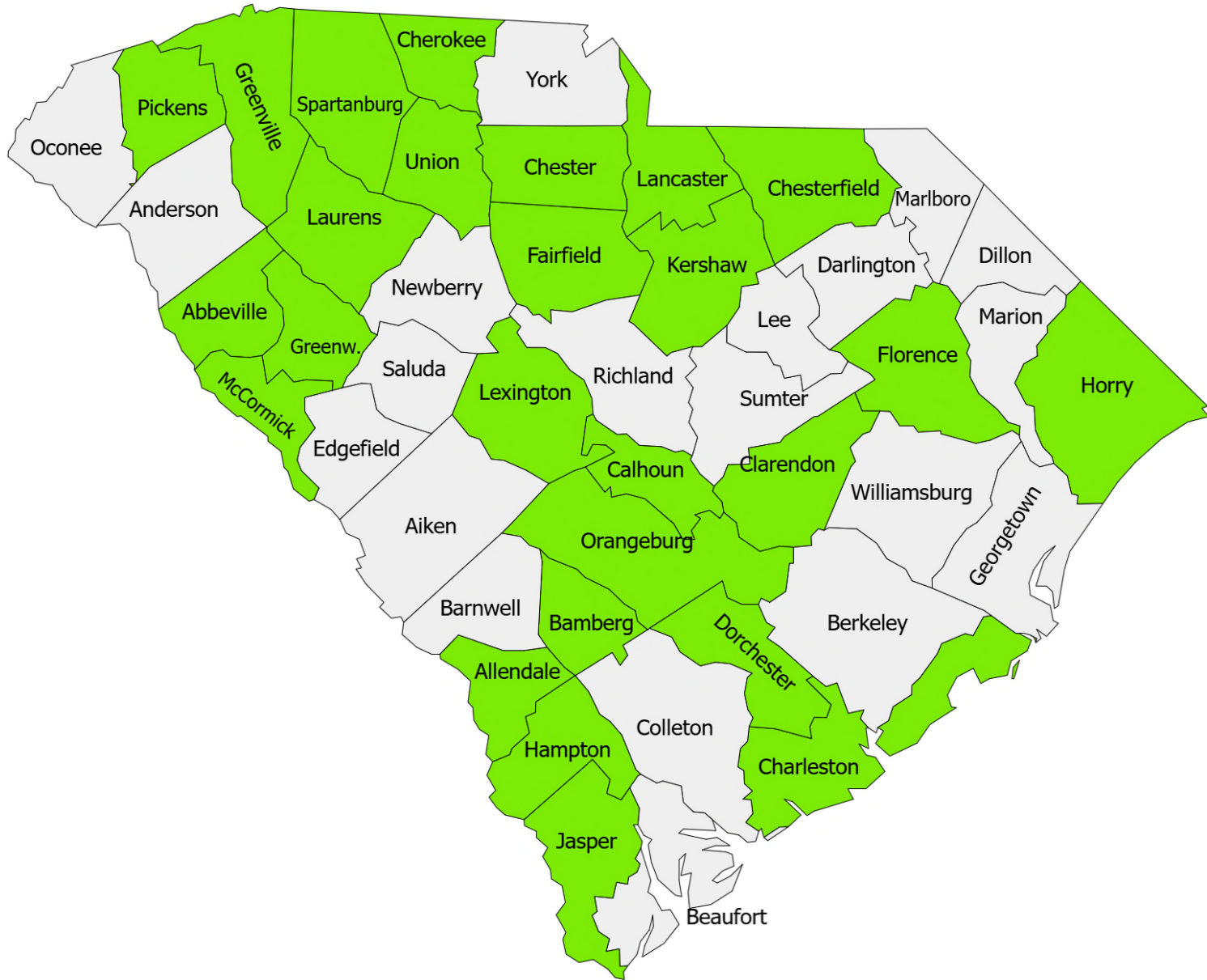
David C. Gibbs III

Admitted in Florida, North Dakota, Minnesota, Colorado, Texas, Ohio, Tennessee, Michigan, and the District of Columbia

*The South Carolina Conference of The United Methodist Church v. Simpsonville United
Methodist Church, The Methodist Church of Simpsonville, and Michael Smith*
In The Supreme Court
Greenville County Case No.: 2024-CP-23-06475

Exhibit B to Motion for
Assignment to a Single Trial
Judge

Map showing various counties
involved



*The South Carolina Conference of The United Methodist Church v. Simpsonville United
Methodist Church, The Methodist Church of Simpsonville, and Michael Smith*
In The Supreme Court
Greenville County Case No.: 2024-CP-23-06475

Exhibit C to Motion for
Assignment to a Single Trial
Judge

Lis Pendens compilation

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD

Case No. 2025-

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Aldersgate United Methodist Church of
Greenwood and Aldersgate Methodist Church
of Greenwood,

Defendants.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of the United Methodist Church, and others, against the Defendants Aldersgate United Methodist Church and Aldersgate Methodist Church of Greenwood, and others, to, among other potential causes of action, quiet title to any and all real property owned by these Defendants, including but not limited to, the following described real property:

All that lot or parcel of land situate a short distance outside the City of Greenwood, in Greenwood County, South Carolina, known and designated as Lot No. Seventy-one (71) of Pine Grove Hills Subdivision (Addition to Abners Acres) as more fully and accurately shown by plat of said subdivision made by E.S. Ethridge, C.E., dated September 6, 1954, as revised by J. Hearst Coleman Co., Engineers, on October 14, 1954, to show various utility easements, which plat is recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 7, at Pages 52 and 53, and by reference is made part hereof. Said Lot No. 71 has a frontage of ninety-two and six tenths (92.6) feet along the Western side of Lanham Street, and extends back therefrom in a Westerly direction for a distance of one hundred seventy and six-tenths (170.6) feet on the Northern side, and one hundred forty-seven and two-tenths (147.2) feet, on the Southern side, and is one hundred twenty (120) feet wide along the rear or Western side, and is bounded on the North by that portion of Lot No. 72 of Pine Grove Hills Subdivision hereinbelow described; on the East by

Lanham Street, on the South by public street; and on the West by other property of Farm Equipment, Inc.

ALSO: All that lot or parcel of land situate a short distance outside the City of Greenwood, in Greenwood County, South Carolina, consisting of a portion of Lot No. Seventy-two (72) of Pine Grove Hills Subdivision (Addition to Abeners Acres), which lot is designated as Parcel "B" on plat made by J. Hearst Coleman Co., Engrs., dated September 1, 1959, dividing said Lot No. 72 into Parcels "A" and "B", which plat is recorded in Plat Book 10, at Page 150. The said Parcel "B" hereby conveyed has a frontage of eighty-four and three-tenths (84.3) feet on Lanham Street, and extends back therefrom in a Westerly direction for a distance of one hundred eighty-three and three-tenths (183.3) feet on the Northern side, and for a distance of one hundred seventy and 60/100ths (170.6) feet on the Southern side, and has a width of thirty (30) feet along the rear or Western side, and is bounded on the North by Parcel "A" of said plat, being the remainder of Lot No. 72 of Pine Grove Hills Subdivision (Addition to Abner Acres), which has been conveyed to Shirley Brumfield, on the East by Lanham Street; on the South by Lot No. 71 of said Pine Grove Hills Subdivision above described; and on the West by other property of Farm Equipment, Inc.

DERIVATION: This is the identical property conveyed to the Board of Trustees of Galloway Memorial United Methodist Church herein by Deed of Abner P. Stockman, dated September 16, 1959 and recorded September 28, 1959 in Deed Book 142, at Page 122 in the office of the Clerk of Court for Greenwood County. Aldersgate United Methodist Church of Greenwood was chartered and incorporated on June 22, 1995 as recorded in the Office of the Secretary of State of South Carolina. In the Conference Resolution of May 30, 1993, it was provided that the name of Galloway United Methodist Church be changed to Aldersgate United Methodist Church of Greenwood to be [sic] become effective upon the occupancy of the new facilities. The new facilities have been occupied and this Deed is made pursuant to the aforesaid Resolution for the purpose of confirming title in Aldersgate United Methodist Church of Greenwood.

TMS# 6856-245-947

Property Address: 401 Lanham Street, Greenwood County, South Carolina 29649

AND

All that certain piece, parcel or lot of land lying, situate and being the County of Greenwood, State of South Carolina, being shown as the easternmost tract of 5.55 acres on a plat entitled "Property of Joe E. Adams, Jr." prepared by Heaner Engineering Company dated June 18, 1971, and recorded in the office of the Clerk of Court for Greenwood County in Plat Book 19 at page 186. The said lot fronts for a distance of 348.33 feet on Northside Drive and for an additional distance of 79.45 feet along the highway right of way between Northside Drive and South Carolina Highway No. 254 and extends back therefrom for an eastern boundary for

a distance of 479.92 feet and for a western boundary for a distance of 502.76 feet and is 564.09 feet wide in the rear and bounded as follows: On the north by Northside Drive; on the west by the remaining lot of 5.55 acres as shown on the aforesaid plat; on the south by other property now or formerly of Christine B. Adams; and on the west by South Carolina Highway No. 254.

DERIVATION: This is the identical property conveyed to the Board of Trustees of Galloway Memorial United Methodist Church by deed of Joseph E. Adams, Jr. recorded February 1, 1993 in Deed Book 378, at Page 143. Aldersgate United Methodist Church was chartered and incorporated on June 22, 1995 as recorded in the Office of the Secretary of State of South Carolina. In the Conference Resolution of May 30, 1993, it was provided that the name of Galloway Memorial United Methodist Church be changed to Aldersgate United Methodist Church of Greenwood to become effective upon the occupancy of the new facilities erected thereon. The new facilities have been occupied and this Deed is made pursuant to the aforesaid Resolution for the purpose of confirming title in Aldersgate United Methodist Church of Greenwood.

TMS# 6847-375-451

Property Address: 103 Northside Drive, West, Greenwood, South Carolina 29649.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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Costa Pleicones (SC Bar No. 4479)
Elizabeth H. Black (SC Bar No. 76067)
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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CLARENDON

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Andrews Chapel United Methodist Church and
Andrews Chapel Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Andrews Chapel United Methodist Church and Andrews Chapel Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ALLENDALE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Bellingers Chapel United Methodist Church,
Bellingers Chapel Methodist Church, and
Bellinger Chapel Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Bellingers Chapel United Methodist Church, Bellingers Chapel Methodist Church, and Bellinger Chapel Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF KERSHAW

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Bethel United Methodist Church of Bethune
and Bethel Methodist Church of Bethune,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Bethel United Methodist Church of Bethune and Bethel Methodist Church of Bethune, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CALHOUN

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Beulah United Methodist Church, Inc. and
Beulah Methodist Church, Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Beulah United Methodist Church, Inc. and Beulah Methodist Church, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF UNION

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Bogansville United Methodist Church and Bogansville Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Bogansville United Methodist Church and Bogansville Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain strip of land, situate, lying and being in Bogansville Township, Union County, South Carolina, consisting of .49 acres, more or less, fronting on S.C. Hwy. 215, being bounded on the south by lands of Fannie Mae Calicutt, on the east by lands of Bogan, on the north by lands belonging to Bogansville Methodist Church and on the west by the aforesaid state highway The property hereby conveyed is more particularly shown on that certain plat made by Thomas D. Sherbert, Jr., RLS, dated January 2, 1993 and recorded in the Office of the Clerk of Court for Union County in Plat Book 28, Page 43. This is a portion of that same identical tract of land conveyed to Paul Calicutt by deed from Ella J. Smith dated July 15, 1950 and recorded in the Office of the Clerk of Court for Union County in Deed Book 97, Page 303. Paul Calicutt died testate on October 3, 1980, leaving as his sole heir Fannie Mae Callicutt as reflected in Probate Package 2743 in the Office of the Probate Judge for Union County, South Carolina.

Together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have to hold all the singular the premises before mentioned unto the grantee(s),

and the grantee's(s') heirs or successor and assigns, forever. And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s') heirs or successors, executors and administrators to warrant and forever defend all singular said premises unto the grantee(s) and the grantee's(s') heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

TMS# 052-00-00-012

Property Address: 4052 Buffalo West Springs Hwy., Union, SC

DERIVATION: This being the same property conveyed to Bogan Methodist Church by Fannie Mae Calicutt by Deed dated January 21, 1993 and recorded January 26, 1993 in the Office of the Clerk of Court for Union County in Deed Book 208 at Page 877.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Boiling Springs United Methodist Church and
Boiling Springs Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Boiling Springs United Methodist Church and Boiling Springs Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel, tract or lot of land, with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, fronting on Calks Ferry Road, containing 8.82 acres, more or less, as more fully shown and delineated on that plat prepared for Boiling Springs Methodist Church, by Arthur J. Weed, Reg. Land Surveyor, dated July 19, 1990, and recorded in the Office of the Register of Deeds for Lexington County, SC in Plat Book 240, at Page 74; said parcel having such boundaries and measurements as shown on said plat.

TMS# 8500-01-006

Property Address: 2372 Calks Ferry Road, Lexington, SC 29073

DERIVATION: This being the same property conveyed to Boiling Springs United Methodist Church, a South Carolina nonprofit religious corporation by Boiling Springs United Methodist Church, an unincorporated association by Deed dated November 4, 2007 and recorded November 9, 2007 in the Office of the R.O.D. for Lexington County in Deed Book 12471 at Page 57.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HAMPTON

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Brunson Methodist Church and Brunson Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Brunson Methodist Church and Brunson Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel, or tract of land, together with all improvements thereon, situate, lying and being in the Southern Section of Brunson, County of Hampton, State of South Carolina, containing 0.034 acre, more or less, as shown on a plat prepared for Brunson Methodist Church by C. Lawton Maner, RLS #8370 dated April 11, 2013 and recorded in the office of the Clerk of Court for Hampton County, South Carolina in Plat Book 24 at page 204. This plat is incorporated and made a part of this description by reference. For further description as to courses, distances, metes and bounds, reference is made to the plat.

TMS#: 079-02-14-004

PROPERTY ADDRESS: 82 South Broad Street, Brunson, SC 29911

DERIVATION: This being the same property conveyed to Trustees of the Brunson United Methodist Church by Bobby G. Sullivan, Sr. by Deed dated May 8, 2013 and recorded May 8, 2013 in the Office of the Clerk of Court for Hampton County in Deed Book 395 at Page 251.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ABBEVILLE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Calhoun Falls United Methodist Church, Inc.
and Calhoun Falls Methodist Church, Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Calhoun Falls United Methodist Church, Inc. and Calhoun Falls Methodist Church, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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Church*

March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ABBEVILLE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Calhoun Falls United Methodist Church, Inc.
and Calhoun Falls Methodist Church, Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Calhoun Falls United Methodist Church, Inc. and Calhoun Falls Methodist Church, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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Costa Pleicones (SC Bar No. 4479)
Elizabeth H. Black (SC Bar No. 76067)
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Camp Swamp United Methodist Church,
Camp Swamp Methodist Church, and Camp
Swamp Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Camp Swamp United Methodist Church, Camp Swamp Methodist Church, and Camp Swamp Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHEROKEE

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Canaan United Methodist Church and Canaan
Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Canaan United Methodist Church and Canaan Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ABBEVILLE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Ebenezer Greenwood United Methodist
Church, Ebenezer Methodist Church of
Abbeville, and Ebenezer Church of Abbeville,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Ebenezer Greenwood United Methodist Church, Ebenezer Methodist Church of Abbeville, and Ebenezer Church of Abbeville, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

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s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF SPARTANBURG

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Emma Gray Memorial United Methodist
Church and Emma Gray Memorial Methodist
Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Emma Gray Memorial United Methodist Church and Emma Gray Memorial Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including but not limited to the following described real property:

All that lot, parcel or tract of land, situate, lying and being in the Town of Woodruff, County and State aforesaid, BEGINNING: at the rear corner of Lots #9 and #10 and running thence S 72 ¾ W 240 feet to the rear corner of Lots # 7 and #6 and running thence S 17 ¼ W 100 feet to corner; thence S 72 ¾ W 80 feet to corner; thence S 17 ¼ E 100 feet to corner of Lots #6 and #5; thence S 72 ¾ W 240 feet to corner of Lots #3 and #2; thence N 17 ¼ W 350 feet to the northern boundary of Lot #13; thence N 72 ¾ E 560 feet to corner on northern boundary of Lot #13; thence S 17 ¼ E 350 feet to rear corner of Lots #9 and #10, the beginning corner and being that portion of Lot #13 that lies immediately adjacent to and to the rear of Lots #3, #4, #5, #7, #8 and #9 and that portion of Lot #13 which lies adjacent to and to the rear of Lot #6 and a portion of Lot #13, which now measures 80 feet by 350 feet; all of which will more fully appear by reference to plat of property by John T. Floyd and Harry B. Kilgore by Curtis S. Anderson, Surveyor, February 11, 1926.

DERIVATION: This being the same property conveyed to Emma Gray Memorial United Methodist Church by and through its Trustees by Warranty Deed of Patsy H. Calhoun and Peggy H. Hughes dated April 25, 2007 and recorded April 26, 2007 in Deed Book 88 at Page 651 in the Office of the Register of Deeds for Spartanburg County.

TMS# 4-32-04-019.00

Property Address: Wedgewood Drive, Woodruff, South Carolina

ALSO:

All those pieces, parcels or lots of land lying, being and situate at the city limits of the Town of Woodruff, in County and State aforesaid, and being known and designated as Lots No. Eighteen (18) and Nineteen (19) of Edgewood Heights Subdivision as shown on plat prepared by Lewis C. Godsey, Reg. Surveyor, dated May 10, 1955 and which plat has been recorded in the R.M. C. Office for said County in Plat Book 32, pages 604 and 605, and having the following courses and distances, to-wit: Beginning at an Iron Pin on the South side of Edgewood Circle at the corner of lots nos. 18 and 25 as shown on said plat, and running thence with the South and West sides of Edgewood Circle S.53-25 E.65 feet, S.34-02 E.65 feet, S.28-06 E.70 feet, S.12-23 E.50 feet, S.4-09 W.60 feet, S.18-09 W.160 feet to an Iron Pin located at the joint front corner of lots nos. 19 and 20 as shown on said plat, thence with the joint property line of said last two mentioned lots N.65-03 W.261.2 feet to an Iron Pin on the Eastern property line of lot no. 23 as shown on said plat, thence N.21-21 E.142 feet to an Iron Pin located at the joint rear corner of lots nos. 18 and 19, thence N.21-21 E.65 feet to an Iron Pin located at the joint rear corner of lots nos. 24 and 25 as shown on said plat, thence N.36-35 E.140 feet to the beginning point.

DERIVATION: This being the same property which was conveyed to H.A. Hall, W.J. Theo and J. Harold Holmes, as Trustees of Emma Gray Memorial United Methodist Church by Deed of Jack Davis Sexton, Sr. dated June 11, 1973 and recorded June 15, 1973 in the R.M.C. Office for Spartanburg County in Deed Book 40-Z at Page 606.

TMS# 4-33-01-032.00

Property Address: 345 Edgewood Circle, Woodruff, South Carolina 29388.

ALSO:

All that certain parcel of land containing 0.410 acres of land, more or less, and a 1,807 square feet one-story single family residence and all improvements thereon, if any.

DERIVATION: This being the same property which was conveyed to Remaindermen to Emma Gray Methodist Church and Remaindermen to

Orangeburg Methodist Home by Deed of Delree Bissonnette a/k/a E. Delree Alkema, Life Estate, dated March 21, 2003 and recorded August 16, 2004 in the Office of the Register of Deeds for Spartanburg County in Deed Book 80-Z at Page 156.

TMS# 4-32-03-037.00

Property Address: 321 E. Georgia Sreet, Woodruff, South Carolina 29388.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Eutawville United Methodist Church,

Defendant.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendant Eutawville United Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All our right titled and interest in and to: all that certain piece, parcel, or lot of land, situate, lying and being in the Town of Eutawville, County and State aforesaid, beginning at a point on Porcher Ave., separating the parsonage property from property now or formerly owned by the Smith Estate and running along said line, South 35 degrees 15 min. East for a distance of one hundred and twenty-nine (129) feet to a point; thence along lines separating the church property and the parsonage property from the property of Martin, South 47 degrees 0 min. West for a distance of one hundred and forty-three and three tenths (143.3) feet; thence across the church property North 37 degrees 0 min. West one hundred and sixty-three and three tenths (163.3) feet; thence North along Porcher Ave. North 68 degrees 0 min. East for a distance of one hundred and fifty-two and nine tenths (152.9) feet to the point of beginning.

TMS#: 0357-05-02-001.000

PROPERTY ADDRESS: 169 Porcher Avenue, Eutawville, SC 29048

DERIVATION: This being the same property conveyed to Trustees of the Eutawville United Methodist Church by Trustees of the Target United Methodist Church by Deed dated May 30, 1997 and recorded June 12, 1997 in the Office of the R.M.C. for Orangeburg County in Deed Book 646 at Page 309.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Folly Beach United Methodist Church and Folly Beach Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Folly Beach United Methodist Church and Folly Beach Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that lot, piece, parcel or tract of land, with the building thereon, situate, lying and being on Folly Island in the County of Charleston, State of South Carolina, and shown on a "Map of tract of land North of Ontario Avenue and West of (and near) Center Street, formerly owned by Edward M. Seabrook, Folly Beach, Charleston County, South Carolina." Made by W.L. Gillard, Surveyor, September 9, 1957, as marsh and containing Four and one-half (4-1/2) acres, by the said acreage, a little more or less.

Measuring and containing as follows: commencing at a point on Ontario Avenue, West, approximately one hundred fifty (150') feet, West to Center Street at a pipe on said street, a course running North 65 degrees East, five hundred ten (510') feet; thence South 25 degrees East, one hundred forty-three and five tenths (143.5') feet to a pipe; thence North 74 degrees East, one hundred eighty-one (181') feet to a pipe; thence South 18 degrees east five hundred fifty-nine (559') feet to a corner on the river; thence Eastwardly along the meanderings of Folly River one hundred ninety-five (195') feet to a corner; thence South 18 degrees East, three hundred (300') feet to an iron pipe; thence North 72 degrees East, one hundred fifty (150')

feet to a pipe; thence South 18 degrees East, three hundred three (303') feet to the point of beginning, be the same dimensions more or less, together with Grantor's interest in and to any land being lowlands or marshlands.

BUTTING AND BOUNDING to the North on Folly River, to the East on property of persons not mentioned on said plat; to the Southeast on Ontario Avenue, West on said plat; and to the West on property now or formerly of Rooke and Seabrook.

ALSO:

All the Grantor's right, title and interest, in and to any and all property of the Grantor located in Charleston County, including, but limited to, the closed or abandoned right-of-way known as Ontario Avenue, located on Folly Island, said Ontario Avenue being closed by Act No. 1033, Section 1, of the Regular Sessio of 1958, Second Part of Fifieth Volume of Statutes at Large, of the General Assembly of the State of South Carolina, and by Resolution of the Charleston County Council at its meeting held 20 January, 1960.

TMS# 328-10-00-076

Property Address: 109 W. Indian Avenue, Folly Beach, South Carolina 29439

DERIVATION: This being the same property conveyed to Ed Hollingsworth, James W. Carney, Francis Gene Risher, Sr., Susan Wakefield, Robert Knight, Margie Miller, Judie Kluttz, Louis Tittle and Michelle Mayczk as Trustees of The Folly Beach United Methodist Church also known as Folly Beach Methodist Church by James W. Carney and Dick P. Cable as Trustees of the Folly Beach Methodist Men's Club, an unincorporated Association now known as Folly Beach United Methodist Men by Deed dated December 2, 2006 and recorded in Deed Book V616 at Page 186.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHESTER

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Fort Lawn United Methodist Church and Fort
Lawn Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Fort Lawn United Methodist Church and Fort Lawn Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel, or vacant lot of land, lying, being in situate in the County of Chester and State of South Carolina, within the corporate limits of the town of Fort Lawn, South Carolina, containing one-half acre, more or less. The courses and distances being fully set out in the deed which was executed on the 6th day of November 1907, by deed recorded in Book 117, page 249 in the Clerk of Court's Office and also set out in Plat Book 388 Page 381 in Clerk's office.

The provisions in this present deed are the same as those set out in the second paragraph of the deed executed on the 6th day of November, 1907, with the exception of the last line which reads, "and when it ceases to be used as above stated to revert to my heirs". It is the present intention that the titles to this property shall pass to the trustees of Elizabeth Walker Memorial Methodist Church at Fort Lawn, South Carolina in fee simple. That is to strike out the reversion clause and convey the property to these trustees in fee simple title without any provision for reversion.

TMS# 203-03-07-001-000

Property Address: 5733 Church Street, Fort Lawn, SC 29714

DERIVATION: This being the same property conveyed to the Trustees of Elizabeth Walker Memorial Methodist Church of Fort Lawn by Deed of Lizzie Jefferies, dated May 8, 1957 and recorded May 15, 1957 in the Office of the Clerk of Court for Chester County in Deed Book _____ at Page 57.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

The Church of the Good Shepherd, Lancaster,
SC, United Methodist Church; Church of The
Good Shepherd United Methodist Church; and
Church of the Good Shepherd, Lancaster, SC,
Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants The Church of the Good Shepherd, Lancaster; SC, United Methodist Church; Church of The Good Shepherd United Methodist Church; and Church of the Good Shepherd, Lancaster, SC, Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FAIRFIELD

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Gordon Memorial United Methodist Church, Inc. and Gordon Memorial Methodist Church, Inc.,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Gordon Memorial United Methodist Church, Inc. and Gordon Memorial Methodist Church, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or lot of land, lying, being and situate about one-fourth mile south of Winnsboro, County of Fairfield and State aforesaid, on the west side of the Columbia Road and more particularly described as follows: that is to say, beginning at a point, the northeastern intersection of "E" Street and "C" Street as shown on a plat of the property of Winnsboro Mills made by Lockwood, Greene & Co. Engineers, dated April 2, 1920, which delineates the streets of the new mill village, and thence running northwardly along the eastern boundary of "E" Street for a distance of one hundred seventy-eight (178') feet to a twelve (12') foot alley; there cornering and thence running eastwardly along southern side of said alley two hundred fifty (250') feet to point on Columbia Road; there cornering and thence running southwardly along western side of Columbia Road one hundred forty-three (143') feet to point of curve; thence with curve to point on northern side of "C" Street thirty-five (35') feet west of Columbia Road; thence westwardly along northern side of "C" Street two hundred fifteen (215') feet to the beginning point.

This property is subject to restriction that in case said premises should ever cease to be used for religious or church purposes, then, and in that event the same should revert to said Winnsboro Mills, its successors or assigns, upon repayment to said Board of Church extension of the amount agreed to be paid by it as aforesaid (less any insurance that may have been collected by said The Board of Church Extension or by said Trustees, or their successors in office, in the event of destruction of the church building by fire, unless such insurance shall have been expended in the erection of a new building.)

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, lying, being and situate in the southwestern corner of Block No. 1300 of what is known as Winnsboro Mills' Village, in the County of Fairfield, State aforesaid, being Lot No. 1304 ¼ of Block No. 1300 of said Village, and being bounded on the north by an alleyway; east by lot on which Gordon Memorial Church is situated; and on the south and west by public streets on said block. Said lot is in shape of a rectangle and fronts southward on said public street a distance of ninety (90') feet and runs back northward in parallel lines a distance of one hundred seventy-eight (178') feet to an alley whereon it measures ninety (90') feet. The entire lot upon which the improvements are situated, including the lot on which the said Methodist Church itself is situated, is set forth on a plat of Winnsboro Mill's Village dated July 25, 1946, and recorded in the Office of the Clerk of Court for Fairfield County in Plat Book "4" at pages 65 and 66.

Subject to all existing easements and to easements for water and pipes, drain pipes, electric meters, electric and telephone lines and gas mains to and from other property now or heretofore owned by United States Rubber Company which now cross said premises, and for any transforemer pit now on said premises, and to the righth of United States Rubber Company, its successors and assigns, to full and free access to said mains, pipes, lines and pits.

It is covenanted and agreed that said premises shall be used only for residential purposes and shall not be used for any noisome or offensive purpose and that these are covenants running with the land.

TMS# 126-03-23-012-000

Property Address: 502 Fifth Street, Winnsboro, SC 29180

DERIVATION: This being the same property conveyed to Gordon Memorial United Methodist Church, Inc. by Deed of Trustees of the Methodist Episcopal Church a/k/a Trustees of the Gordon Memorial Methodist Church dated March 16, 2006 and recorded in the Fairfield County Clerk of Court's Office on March 29, 2006 in Deed Book 773 at Page 293.

ALSO:

All that certain parcel or lot of land, lying, being and situate on the southern side of the street or road known as 11th Street, between Highway 321 and Highway 321 By-Pass, about two miles south of Winnsboro, in Fairfield County, in the State aforesaid, having such special shape, metes and boundaries as are represented by a plat thereof made by Olive Johnson dated August 14, 1971; bounded on the northwest by said street measuring thereon one hundred fifty (150') feet and extending southeastwardly therefrom between parallel lines two hundred (200') feet; bounded on the northwest by said street; on the southwest by lot, now or formerly of J.E. Brown and Pearl P. Brown; and on the northeast and southeast by lands of C.E. Strange and others.

In trust, that such premises shall be held, kept and maintained as a place of residence for the use and occupancy of the ordained ministers of The United Methodist Church who may from time to time be entitled to occupy the same by appointment; subject to the Discipline and usage 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. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TMS# 145-01-30-006-000
Property Address: West 11th Street, Winnsboro, SC 29180

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, lying, being and situate in the State of South Carolina about two (2) miles south of Winnsboro in Fairfield County, located on the southern side of the street or road known as Eleventh Street, and bounded as follows: on the east, now or formerly by Jimmy Ray Douglas as Trustee and Timothy C. Wilkes whereon it measures a distance of 201 feet, more or less, on the south, now or formerly, of Strange whereon it measures a distance of 175 feet, more or less, on the west by lot of Stephen Greene Baptist Church whereon it measures a distance of 200.02 feet, more or less; and being more particularly delineated on two plats prepared for Jame E. and Pearl P. Brown by Olive Johnson, RLS, dated December 20, 1966, and recorded in the Office of the Clerk of Court for Fairfield County in Book "DM" of Deeds at Page 34; the second being dated June 7, 2967, and recorded in the Clerk's Office in Book "DN" of Deeds at page 193.

In trust, that such premises shall be held, kept and maintained as a place of residence for the use and occupancy of the ordained ministers of The United Methodist Church who may from time to time be entitled to occupy the same by appointment; subject to the Discipline and usage 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. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TMS# 145-01-30-005-000

Property Address: 217 West 11th Street, Winnsboro, SC 29180

DERIVATION: This being the same property conveyed to Gordon Memorial United Methodist Church, Inc. by Trustees Gordon Memorial Methodist Church by Deed dated March 16, 2006 and recorded March 29, 2006 in the Fairfield County Clerk of Court's Office on March 29, 2006 in Deed Book 773 at Page 297.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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Costa Pleicones (SC Bar No. 4479)
Elizabeth H. Black (SC Bar No. 76067)
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*Attorneys for the South Carolina
Conference of The United Methodist
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF PICKENS

South Carolina Conference of The United
Methodist Church,

Case No. 2025-LP-39-0 _____ -

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Grace United Methodist Church and Grace
Methodist Church of Pickens, Inc.,

Defendant.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Grace United Methodist Church and Grace Methodist Church of Pickens, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or lot of land situate, lying and being in the Town of Pickens, in the State of South Carolina, being known and identified as Lot No. 11 on a plat of the Judge Mauldin Place from a survey by Walter L. Davis, bearing date June 15, 1955, and according to said plat being more particularly described as follows, to-wit:

BEGINNING at a point on the east side of Queen's Court East, the common corner of the lot herein conveyed and Lot No. 10; thence running N72-10E with the line of Lot 10 200.8 feet to a point; thence running S35-11E 14.2 feet to a point and S50-13E 89 feet to a point; thence running 369-07W 248.9 feet to a point on Queen's Court East; thence running with said street N20-42W 100 feet to the BEGINNING corner. This lot is bounded on the southwest by Queen's Court East, on the northwest by Lot No. 10, on the northeast by lands of Pickens High School and on the southeast by Lot No. 12.

This conveyance is made with the consent of the Anderson District Superintendent, Dr. Granville Hicks, and the local pastor, Morris Thompson, and in accordance with the 1988 Discipline of the United Methodist Church, sections 2535, et. seq.

ALSO:

ALL that certain piece, parcel or lot of land lying and being situate in the State of South Carolina, County of Pickens, in the City of Pickens, as shown on a plate of survey for Grace United Methodist Church by C.E. Shehan RLS #8810, and recorded in Plat Book 53, Page 118, in the Office of the Clerk of Court for Pickens County, and according to said plat, reference to which is hereby made for a more complete and accurate description, being described as follows, to-wit:

BEGINNING at a point in the northwest corner of the property herein conveyed at the eastern edge of the sidewalk along South Lewis Street, a common corner with First Baptist Church of Pickens, and running along the common line N71-OOE 303.97 feet to an iron pin; thence turning along line of property now or formerly of Moore and running S17-18E 222.76 feet to an iron pin at sidewalk on Cedar Rock Street; thence turning and running along said sidewalk S71-28W 230.83 feet to an iron pin; thence turning S77-57W 23.74 feet thence turning N66-13W 23.58 feet to an iron pin; thence turning N47-43W 19.01 feet to an iron pin; thence turning N29-38W 19.50 feet to an iron pin; thence turning along sidewalk on South Lewis Street N18-55W 160.24 feet to an iron pin, the point of BEGINNING.

TMS: 4181-16-84-7072

Property Address: 309 E. Cedar Rock Street, Pickens, SC 29671

DERIVATION: This being the same property conveyed to Grace United Methodist Church of Pickens, Inc. by Deed of The Board of Trustees of Grace United Methodist Church, by and through Robert C. Porter, Chairman and Charles Byars, vice-chairman dated September 29, 1992 and recorded September 30, 1992 in Book 180 at Page 66 in the R.M.C. Office for Pickens County.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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Elizabeth H. Black (SC Bar No. 76067)
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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF JASPER

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Hardeeville United Methodist Church and Hardeeville Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Hardeeville United Methodist Church and Hardeeville Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or tract of real property, situate, lying and being in the Hardeeville Township, Jasper County, State of South Carolina, containing .351 acres and shown as Parcel A and being more particularly described as to metes, courses, bounds, distances, and location on a plat prepared for J.A. Coleman Estate by Forrest F. Baughman, R.L.S., under date of January 11, 1977 which is recorded in the Office of the Clerk of Court for Jasper County, South Carolina in Plat Book 14 at Page 159.

TMS# 029-45-11-046
Property Address: 13 Main Street East, Hardeeville, SC 29927

DERIVATION: This being the same property conveyed to The Hardeeville United Methodist Church by The Palmetto Advertising & Development Company, a Partnership comprised of W.R. Sauls, Oscar W. Tysinger, Jr. and James H. Smith, partners, by Deed dated January 20, 1977 and recorded January 21, 1977 in the Office of the Clerk of Court for Jasper County in Deed Book 76 at Page 2115.

ALSO:

All that certain piece, parcel or lot of land, with the improvements thereon, situate, lying and being located in the Town of Hardeeville, County of Jasper, State of South Carolina, being on the south side of Highway 46, measuring on its northern boundary line 158 feet, and on its southern boundary line 147.7 feet, and on the eastern and western boundary lines 270 feet, be all measurements a little more or less; being bounded on the north by aforesaid Highway; and on the east by lands formerly of G.H. Woods and Heyward; and on the south by lands now or formerly of Albert Martin; and on the west by land now or formerly of W.L. Meador.

OLD TMS# 002-01-05-010
Property Address:

DERIVATION: This being the same property conveyed to Hardeeville United Methodist Church by Jean S. Owens, by Deed dated October 17, 1978 and recorded October 26, 1978 in the Office of the Clerk of Court for Jasper County in Deed Book 79 at Page 1216.

ALSO:

All that certain piece, parcel or lot of land lying and being in Hardeeville Township, Jasper County, South Carolina, being bounded and described as follows: On the North by lands of the Hardeeville Methodist Church; on the East by lands now or formerly of Bennett, now Craig; on the West by Main Street; and on the South by Epps Avenue.

TMS# 029-45-11-033
Property Address: 111 Main Street East, Hardeeville, SC

DERIVATION: This being the same property conveyed to Hardeeville United Methodist Church Trustees and/or their successors by Odis D. Bentz and Sandra P. Bentz, by Deed dated September 6, 1988 and recorded September 8, 1988 in the Office of the Clerk of Court for Jasper County in Deed Book 94 at Page 106.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Jackson Grove United Methodist Church and
Jackson Grove Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Jackson Grove United Methodist Church and Jackson Grove Methodist Church, and others, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece or parcel of land, in the County of Greenville, State of South Carolina, of O'Neal Township and having the following metes and bounds, to-wit: Beginning on a stake N.M. thence S.7 1/2 E.4.96 chains to an iron pin O.M. thence N.87 E.4.00 chains to an iron pin N.M. thence R.5 W.4.85 chains to an iron pin N.M. thence S.89 E.3.75 chains to a stake, the beginning corner, and continas one and 9/10 acres according to a plat made by B.G. Langford, Surveyor, July 3rd 1916, and recorded in Plat Book "C" at page 246, and being part of a 100 acre tract conveyed to the said J.R. Henson, by B.F. F___ and J.W. Kendrick, et al, on the 27th day of July 1904, and recorded in the R.M.C. office on the 2nd day of August, 1904, in Volume "N.N.N." at Page 18.

DERIVATION: This being the same property conveyed to H.J. Gilreath, R.L. Andrea, and A. Bradley, Trustees of Jackson Grove M.E. Church, South, and their successors and assigns by Deed of J.R. Henson dated July 15, 1916.

TMS# 0499010102000

Property Address: 1401 Jackson Grove Road, Greenville, SC 29609

AND

All that lot of land in Chich Springs Township, Greenville County, State of South Carolina, as appears on plat of said lot made by Terry T. Dill, Reg. C. E. and L. S. No. 104 on February 20, 1963 and more particularly described according to said plate as follows:

Beginning at a point in the middle of Darby Bridge Road 293 feet south of the intersection of Darby Bridge Road and S.C. Highway No. 253, thence N. 7-20 E. 25 feet to the edge of the said Darby Bridge Road, thence in the same direction 200 feet to point, thence S. 77-00 W. 125 feet to point, thence S. 7-20 E. 200 feet to edge of Darby Bridge Road, thence in the same direction 25 feet to middle of said road, thence N. 77-00 E. 125 feet along the middle of Darby Bridge Road to the point of beginning as will more fully appear by reference to said plat of record in the R.M.C. Office for Greenville County in Plat Book _____, Page _____.

The above property is deeded to the grantees in trust, that such premises shall be held, kept and maintained as a place of residence for the use and occupance of the ministers of The Methodist Church who may from time to time be entitled to occupy the same by appointment; subject to the Discipline and usage of said church, as from time to time authorized and declared by the General Conference and by the Annual Conference within those bounds the said premises is situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

DERIVATION: This being the same property conveyed to H.J. Gilreath, J.C. Brookshire, M.N. Kirby, Charles Hinkle and John Walker, Trustees, Jackson Grove Methodist Church by Deed of Sterling T. Turner dated August 27, 1965 and recorded on August 31, 1965 in the Office of the R.M.C. for Greenville County in Book 781 at Page 200.

TMS# 0499020101801

Property Address: 16 West Darby Road, Greenville, SC 29609

ALSO:

All that certain parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, on the north wide of Jackson Grove Church Road, adjoining Jackson Grove Methodist Church property, containing 0.21 acre, more or less, and according to plat of property prepared by Marian N. Hawkins, record in Volume 4-0, page 377, having the following metes and bounds:

Beginning at a point in center of Jackson Grove Church Road, and running then N. 19-25 W. 40.8 feet to an iron pin; thence with Jackson Grove Methodist Church property as follows: N. 76-07 E. 194 feet to an iron pin; thence N. 89-15 E. 75 feet

to an iron pin; thence wS. 49-30 E. 82,5 feet to a point in center of Jackson Grove Church Road; thence with the center of said road as follows: S. 80-21 W. 120 fee, S. 84-14 W. 100 feet, S. 88-06 W. 94 feet to the point of beginning.

DERIVATION: This being the same property conveyed to Jackson Grove Methodist Church and its successors and assigns by Deed of Marion N. Hawkins, dated April 29, 1977 and recorded in the R.M.C. Office of Greenville County in Book 1057 at Page 843.

TMS# 0499010102000

Property Address: 1401 Jackson Grove Road, Greenville, SC 29609

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHESTERFIELD

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Jefferson United Methodist Church and
Jefferson Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Jefferson United Methodist Church and Jefferson Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Livingston United Methodist Church and
Livingston Methodist Church,

Defendant.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Livingston United Methodist Church and Livingston Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENWOOD

South Carolina Conference of The United Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Lupo Memorial United Methodist Church, Inc. and Lupo Memorial Methodist Church, Inc.

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Lupo Memorial United Methodist Church, Inc. and Lupo Memorial Methodist Church, Inc., and others to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All and singular, all that certain lot of land, with dwelling house located thereon, situate, lying and being within the incorporate limits of the City of Greenwood, County of Greenwood, State of South Carolina. The said lot fronts on Durst Street Extension (Air Port Road) and measures thereon for a distance of two hundred ninety (290) feet, more or less, and extends back therefrom on its Eastern boundary for a distance of three hundred seventy-six and five-tenths (376.5) feet, more or less, and on its Western boundary for a distance of two hundred twelve (212) feet, more or less, and measures Three Hundred Five and five-tenths (305.5)feet, more or less, wide in the rear and being bounded as follows: On the Southeast by Durst Avenue Extension; on the East by Lot of V. H. Crout; West by Lanham Street; and on the Northwest by other property of Lupo Memorial Church.

TO HAVE AND TO HOLD, all and Singular the said Premises before mentioned unto the said J.K. Thompson, D.O. Still, and T.T. Cann, as Trustees of Lupo Memorial Church, their successors and Assigns forever, in trust that said premises shall be held, kept and maintained as a place of divine worship of the Methodist Ministry for members of the Methodist Church and/or as a place of residence for

the use and occupance of the ministers of the Methodist Church who may from time to time be entitled to occupy the same by appointment, subject to the Discipline and usage 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. This provision is solely for the benefit of the grantee and the grantors reserve no right or interest in the said premises.

DERVIATION: This being same property conveyed to J.K. Thompson, D.O. Still, and T.T. Cann, as Trustees of Lupo Memorial Church, of Greenwood by Deed of Louise S. Rivers, James Chipley Sample, Marion Sample, Elizabeth S. Devore, individually and Elizabeth S. Devore, as Trustee for Bobby Jean Devore and Dale Devore dated November 27, 1963 and recorded in the R.M.C. Office for Greenwood County in Deed Book 178 at Page 559.

TMS# 6856-420-755

Property Address: 112 Lanham Street, Greenwood, SC 29649

AND

All that certain piece, parcel, or lot of land, together with improvements thereon, situate, lying and being in the City of Greenwood, County of Greenwood, State of South Carolina, being located a short distance to the Northwest of Old Laurens Road, and being more particularly known and designated as Lot C on a plat of the E. W. Stalaker property made by Thomas C. Anderson, Surveyor, dated July 15, 1947, and an addition thereon made by Thomas C. Anderson on June 22, 1950, said plat bring recorded in the Office of the Clerk of Court for Greenwood County in Plat Book 6, at Page 55, and being incorporated by reference herein as part and parcel hereof. According to said plat, Lot C has a frontage of seventy-seven (77) feet, more or less, along the southeastern side of Lanham Street, and extends back therefrom in a southeasterly direction for a distance of ninety-eight (98) feet, more or less, on the northeastern side, and for a distance of eighty (80) feet, more or less, on the southwestern side, and measures eighty-nine (89) feet, more or less, in the rear of the southeastern side. Said Lot is bounded on the Northeast by Lot F, on the Southewast by property, now or formerly of A.B. Sample; on the Southwest by Lot D; and on the Northwest by Lanham Street. For a more particular and accurate description of said property as to metes, bounds, course, and distances, refernece is herein made to the aforesaid plat.

ALSO, all tappage or water rights acquired by Boyce Edward Clem and Linda Joyce Clem from T.P. LaRoche, being the right to tap the water line of E.W. Stalaker located within the right-of-way of the street or road adjoining the above-described property with a pipe or outlet not exceeding three-fourths (3/4) of an inch in diameter, with the provision that the water from this one connection shall not be used other than for general family purposes and for only one dwelling located on the above-described property.

DERIVATION: This being the same property conveyed to S.T. Richardson and James Powell, as Trustees of Lupo Memorial United Methodist Church, by that Deed dated June 21, 2004 and recorded in the Greenwood County Clerk of Court's Office in Deed Book 850 at Page 284.

TMS# 6856-409-774

Property Address: 302 Edward Avenue, Greenwood, SC 29649

[Signature on Next Page]

Respectfully submitted,

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s/ James Y. Becker

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Elizabeth H. Black (SC Bar No. 76067)
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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA
COUNTY OF SPARTANBURG

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Montgomery Memorial United Methodist
Church, Montgomery Memorial Methodist
Church and Montgomery Methodist Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Montgomery Memorial United Methodist Church, Montgomery Memorial Methodist Church and Montgomery Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

In trust, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

All that certain piece, parcel or lot of land, with all improvements thereon or to be constructed thereon, lying and being situate in the State of South Carolina, County of Spartanburg, fronting on Limestone in Pacolet Hills, being shown and delineated as Lot No. 238 on Plat No. 3 of a series of five plats made for Pacolet Manufacturing Company by Piedmont Engineering Services, dated May 1955, and recorded in the Office of the Register of Mesne Conveyances for Spartanburg County in Plat Book 32 at Page 416-416. Reference to the aforesaid plat is made in aid of further description.

This conveyance is made subject to any restrictions, reservations, zoning ordinances or easements that may appear of record on the recorded plats or on the premises.

TMS# 3-26-13-066.00

Property Address: 161 Limestone Street, Pacolet, SC 29372

DERIVATION: This being the same property conveyed to Jeffrey D. McGaha, Mitchell Wells and Edward Enlow, their successors and assigns as Trustees for Montgomery Memorial Methodist Church by Scott Kesler, Ernest J. Kesler and Sandra K. Kesler by Deed dated November 20, 2002 and recorded November 27, 2002 in the RMC Office for Spartanburg County in Deed Book 76-W at Page 811.

ALSO:

All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Spartanburg, being shown and designated as a small rectangular piece of land surrounding the western half of a "Frame Office Building" on plat for India F. Corry by Lavender, Smith & Associates, Inc. dated April 20, 2018 and recorded herewith, and having the following metes and bounds according to said plat: BEGINNING at a #4 Rebar located 127.12 feet from a Magnetic Nail (SC State Plane Coordinates NAD8(CORS96)(EPOCH2002.00) North 1.121.959.12 East 1,776347.46) as shown on aforementioned plat; turning and running N 87-07-32 W 24.48 feet to a #4 Rebar; thence turning and running S 04-37-39 W 34.15 feet to a #4 Rebar, then turning and running S 82-44-09 E 23.26 feet to a #4 Rebar, thence turning and running 35.99 feet in a straight line back to the point of beginning.

TMS# 3-30-05-020.00

Property Address: 150 Stone Street, Pacolet, SC 29372

DERIVATION: This being the same property conveyed to Edward Enlow, Jeff McGaha, Terry Sturgill, and George Gentry, as Trustees for Montgomery Memorial United Methodist Church by Reuben Coleman, John Wyatt, and Don Kennedy, as Trustees of Pacolet Mills Baptist Church by Deed dated May 11, 2018 and recorded May 16, 2018 in the Office of the Register of Deeds for Spartanburg County in Deed Book 119-R at Page 954.

[Signature on Next Page]

Respectfully submitted,

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s/ James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA
COUNTY OF FAIRFIELD

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Monticello United Methodist Church and
Monticello Methodist Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Monticello United Methodist Church and Monticello Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Panola United Methodist Church and Panola
Methodist Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Panola United Methodist Church and Panola Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF BAMBERG

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Pleasant Hill United Methodist Church,
Pleasant Hill Methodist Church, and Pleasant
Hill Methodist Church of Ehrhardt,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Pleasant Hill United Methodist Church, Pleasant Hill Methodist Church, and Pleasant Hill Methodist Church of Ehrhardt, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or lot of land situate, lying, and being three (3) miles north of Ehrhardt on U.S. Highway No. 601 in the County of Bamberg, State of South Carolina, designated as Lot No. B, containing 0.40 acre, on a plat prepared for Pleasant Hill Methodist Church by Robert L Hiers, R.L.S., on August 27, 1978, and recorded in the Office of the Clerk of Court for Bamberg County in Plat Book 15, at Page 190, and having the following boundaries and measurements, to wit: One the North by property of the Pleasant Hill United Methodist Church and measuring thereon Four Hundred and Sixty-Four (464') feet; on the East by property of Pleasant Hill Farms, Inc., formerly H.L. Herndon, and measuring thereon Thirty-Eight (38') feet; on the South by other property of Pleasant Hill Farms, Inc., formerly H.L. Herndon, and measuring thereon Four Hundred and Sixty-Three (463') feet; and on the West by the right-of-way of U.S. Highway No. 601 and measuring thereon Thirty-Eight (38') feet; all of which will more fully appear by reference to said plat. This is a portion of the property acquired by the grantor herein from H.L. Herndon by deed dated May 3, 1968 and recorded in the said Clerk of Court's Office in Deed Book 20 at Page 396.

TMS# 0094-00-00-001

Property Address: 9781 Broxton Bridge Road, Ehrhardt, SC 29081

DERIVATION: This being the same property conveyed to Pleasant Hill United Methodist Church c/o Mrs. Irene Gibson, Treasurer, R.F.D. by Pleasant Hill Farms, Inc. by Deed recorded February 1, 1979 in the Bamberg County Clerk of Court's Office in Deed Book _____ at Page _____.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Providence United Methodist Church and
Providence Methodist Church of Holly Hill,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Providence United Methodist Church and Providence Methodist Church of Holly Hill, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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Church*

March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF GREENWOOD

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Rehoboth United Methodist Church of
Greenwood, SC and Rehoboth Methodist
Church of Greenwood, SC,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against Defendants Rehoboth United Methodist Church of Greenwood, SC and Rehoboth Methodist Church of Greenwood, SC, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that tract or parcel of land containing 4.39 acres, more or less, located approximately six miles south of the City of Greenwood, within the County of Greenwood, State of South Carolina, being shown and designated as Parcel B on a plat made by Eugene M. Adams, RLS, dated September 10, 1985, recorded in Plat Book 46 at Page 22, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be had for a more complete and accurate description. According to said plat the said parcel is bounded as follows: On the Northeast and Northwest by other property of the Joseph L. Tolbert Estate; Southeast by S.C. Highway No. 67; and Southwest by Parcel A of the aforementioned plat.

IN TRUST, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee and the grantors reserve no right or interest in said premises.

TMS#:

PROPERTY ADDRESS:

DERIVATION: This being the same property conveyed to Trustees of Rehobeth United Methodist Church and the Trustees of Rehobeth United Methodist Church Cemetary by Louise E. Tolbert, individually and as Executrix & Trustee U/W of Joseph L. Tolbert, deceased and Joseph L. Tolbert, Jr. and Thomas W. Tolbert, individually and as Trustees U/W of Joseph L. Tolbert, deceased by Deed dated September 23, 1985 and recorded October 1, 1985 in the Office of the Clerk of Court for Greenwood County in Deed Book 310 at Page 265.

ALSO:

All that tract or parcel of land containing 2.50 acres, more or less, located approximately six miles south of the City of Greenwood, within the County of Greenwood, State of South Carolina, being shown and designated as Parcel "A" on a plat made by Eugene M. Adams, RLS, dated September 10, 1985, recorded in Plat Book 46, Page 22, OCC for Greenwood County, which said plat is incorporated herein by reference and made a part hereof and to which reference may be had for a more complete and accurate description. According to said plat, the said parcel is bounded on the Northeast by Parcel "B" of said plat; Northwest and Southwest by other property of Louise Tolbert; and Southeast by property of Rehobeth Methodist Church.

IN TRUST, that said premises shall be kept, maintained, and disposed of for the benefit of The United Methodist Church and subject to the usages and the Discipline of The United Methodist Church. This provision is solely for the benefit of the grantee and the grantors reserve no right or interest in said premises.

TMS#:

PROPERTY ADDRESS:

DERIVATION: This being the same property conveyed to Trustees of Rehobeth United Methodist Church and the Trustees of Rehobeth United Methodist Church Cemetary by Louise E. Tolbert by Deed dated September 23, 1985 and recorded October 1, 1985 in the Office of the Clerk of Court for Greenwood County in Deed Book 310 at Page 267.

ALSO:

All that certain piece, parcel or tract of land, lying and being situate in the County of Greenwood, State of South Carolina as shown on a plat by Eugene M. Adams, dated August 23, 2000 and recorded in Plat Book 113 at Page 109 which is incorporated by reference herein. According to said plat the within tract contains 9.15 acres and fronts along S.C. road Hwy. No. 67 and is bounded as follows: On

the Northwest and Southwest by property now or formerly of Boylston; on the Northeast by 4.35 acres and 14.3 acre tract; on the Southeast by S.C. Hwy. NO. 67.

TMS#:

PROPERTY ADDRESS:

DERIVATION: This being the same property conveyed to Trustees of Rehobeth United Methodist Church by J. Reid Boylston, III, by Deed dated September 27, 2000 and recorded October 6, 2000 in the Office of the Clerk of Court for Greenwood County in Deed Book 641 at Page 177.

ALSO:

All that certain piece, parcel or tract of land, lying and being situate in the County of Greenwood, State of South Carolina as shown on a plat by Eugene M. Adams, dated August 23, 2000 and recorded in Plat Book 113 at Page 109 which is incorporated by reference herein. According to said plat the within tract contains 4.35 acres and fronts along a 14.3 acre tract for a distance of 541.12 feet, and is bounded as follows: On the Northeast by property now or formerly of Boylston; on the Northeast by property now or formerly of Tolbert; on the Southwest by a 9.15 acre tract; on the Southeast by a 14.3 acre tract now or formerly of Rehobeth United Methodist Church.

TMS#:

PROPERTY ADDRESS:

DERIVATION: This being the same property conveyed to Trustees of Rehobeth United Methodist Church Cemetery by J. Reid Boylston, III, by Deed dated September 27, 2000 and recorded October 6, 2000 in the Office of the Clerk of Court for Greenwood County in Deed Book 641 at Page 181.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA
COUNTY OF MCCORMICK

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Republican United Methodist Church of
McCormick Inc., Republican United
Methodist Church, and Republican Methodist
Church of McCormick Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Republican United Methodist Church of McCormick Inc., Republican United Methodist Church, and Republican Methodist Church of McCormick Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LAURENS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

St. James United Methodist Church of Laurens
and St. James Methodist Church of Laurens,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants St. James United Methodist Church of Laurens and St. James Methodist Church of Laurens, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel, or lot of land, situate, lying and being in the City of Laurens, County of Laurens, State of South Carolina, being the Southern portion of Lot # 10 and 11, Block A, on plat of survey of Laurens Realty Company, recorded in Deed Book 17 at Page 314, and being more particularly designated and described by plat entitled, "Property of Donald E. and Michele B. Belue", made by R. M. Clayton, LS #1836, dated June 14, 1969, and recorded in the Office of the Clerk of Court for Laurens County in Plat Book 24 at Page 102 as follows, to-wit: Beginning at an iron pin at the edge of Camp Street (said pin being located 186 feet N. 51-35 W from corner of North Harper Street), joint corner with Lot # 9 and running thence N 38-00 E 98.6 feet to an iron pin; thence N 51-55 W 100 feet to an iron pin; thence S 38-00 W 98.15 feet to an iron pin on edge of Camp Street; thence S 51-35 E 100 feet to the iron pin of beginning.

TMS#: 906-17-09-034

PROPERTY ADDRESS: 2 Camp Street, Laurens, SC 29360

DERIVATION: This being the same property conveyed to St. James United

Methodist Church Trustees by William Jerry Murphy by Deed dated September 10, 2007 and recorded September 11, 2007 in the Office of the Clerk of Court for Laurens County in Deed Book 849 at Page 117.

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, lying, being and situate on the northern side of Camp Street, in the City of Laurens, County of Laurens, State of South Carolina being the southern one-half (1/2) of Lot 12, Division A of the North Laurens Realty Company as shown on plat of survey made in January, 1910 by H.L. Kennedy, Surveyor recorded in the Office of the Clerk of Court for Laurens County in Plat Book 17 at Page 314.

Said lot also being the southeastern one-half (1/2) of the lot shown and delineated on plat of survey entitled "Property of Mohammad Y. and Edna L. Bushailah" made by F.V. Clinkscares, Jr., RLS dated July 10, 1982, recorded in the Office of the Clerk of Court for Laurens County in Plat Book 44 at Page 139, which is incorporated herein and reference made thereto for a more full and complete description as to courses and distances. This property is known as 18 Camp St.

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 who bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TMS#: 906-17-08-015

PROPERTY ADDRESS: 108 Camp Street, Laurens, SC 29360

DERIVATION: This being the same property conveyed to St. James United Methodist Church of Laurens by Walter Choice and Vickie D. Brown n/k/a Vickie D. Choice by Deed dated September 29, 2016 and recorded September 30, 2016 in the Office of the Clerk of Court for Laurens County in Deed Book 1285 at Page 236.

ALSO:

All that certain piece, parcel or lot of land, with improvements thereon, lying, being and situate on the northern side of Camp Street, in the City of Laurens, County of Laurens, State of South Carolina being the southern one-half (1/2) of Lots 12 and 13, Division A of the North Laurens Realty Company as shown on plat of survey made in January 1910 by H.L. Kenndy, Surveyor, recorded in the Office of the Clerk of Court for Laurens County in Deed Book 17 at Page 314, said lots being more particularly shown and delineated on Plat of Survey entitled "Property of

Mohammad Y. and Edna L. Busailah made by F.V. Clinkscales, Jr., RLS dated July 10, 1982, recorded in the Office of the Clerk of Court for Laurens County in Plat Book 44 at Pae 139 which is incorporated herein and reference made theron for a more full and complete description as to courses and distances.

LESS & EXCEPT: All that certain picce, parcel or lot of land previously conveyed to Walter Choice, et al, by deed recorded in the Office of the Clerk of Court for Laurens County in Deed Book 1271 at Page 173.

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 who bounds the said premises are situated. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TMS#: 906-17-09-033

PROPERTY ADDRESS: 110 Camp Street, Laurens, SC 29360

DERIVATION: This being the same property conveyed to St. James United Methodist Church of Laurens by Mohammad Yaseen Busailah and Edna Lee S. Busailah by Deed dated March 30, 2017 and recorded April 6, 2017 in the Office of the Clerk of Court for Laurens County in Deed Book 1317 at Page 214.

ALSO:

All that piece, parcel or lot of land, with improvements thereon, situate, lying and being on the Western side of North Harper Street and the Northern side of Camp Street, near Watts Mill, City of Laurens, County of Laurens, State of South Carolina, being shown, delineated and described according to plat of survey made by William W. Teague, RLS dated May 17, 1976, and recorded in the Office of the Clerk of Court for Laurens County in Plat Book 34 at Page 142. Reference is craved to said plat for a more accurate and complete description.

TMS#: 906-17-09-036

PROPERTY ADDRESS: 1109 N. Harper Street, Laurens, SC 29360

DERIVATION: This being the same property conveyed to St. James United Methodist Church of Laurens by Roger Eric Barnes by Deed dated April 15, 2019 and recorded April 15, 2019 in the Office of the Clerk of Court for Laurens County in Deed Book 1440 at Page 236.

[Signature on Next Page]

Respectfully submitted,

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s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF FLORENCE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

St. Paul United Methodist Church of Florence
and St. Paul Methodist Church of Florence,

Defendant.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants St. Paul United Methodist Church of Florence and St. Paul Methodist Church of Florence, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ALLENDALE

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Swallow Savannah United Methodist Church
and Swallow Savannah Methodist Church,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Swallow Savannah United Methodist Church and Swallow Savannah Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF BAMBERG

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Trinity United Methodist Church of Bamberg,
Inc. and Trinity Methodist Church of
Bamberg, Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Trinity United Methodist Church of Bamberg, Inc. and Trinity Methodist Church of Bamberg, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or lot of land, situate, lying and being in the Town of Bamberg, County of Bamberg, State of South Carolina, containing 2.03 acres, more or less, and being more fully shown by reference to a plat prepared for Dorothy B. Guess by Edisto Surveyors, Inc., dated October 1, 1998, and recorded April 14, 1999, in the Office of the Clerk of Court for Bamberg County in Plat Book 31, at Page 45. Said lot having the following boundaries and measurements, to wit: On the Northeast by right-of-way of Faust Street and measuring thereon Two Hundred Nine and 79-/100 (209.79') feet, more or less; on the Southeast by right-of-way of Faust Street and measuring thereon Four Hundred Eighteen and 48/100 (418.48') feet, more or less; on the Southwest by right-of-way of Railroad Avenue and measuring thereon Two Hundred Two and 48/100 (210.48') feet, more or less; and, on the Northwest by lands now or formerly of Betty K. Kemmerlin and Maude S. Rice and measuring thereon in the aggregate Four Hundred Nineteen and 97/100 (419.97') feet, more or less.

TMS# 0087-02-05-001

Property Address: Railroad Avenue, Bamberg, South Carolina

DERIVATION: This being the same property conveyed to Horace D. Free, Paul Cianciolo, Obie Williams, WadeDelle Moody, Art Weader, Betty Wells, Jimmie Kinard, Marshall Bunch, and Harriet Coker, as Trustees of Trinity United Methodist Church by Harry A. Guess by Deed dated March 25, 2005 and recorded April 1, 2005 in the Office of the Clerk of Court for Bamberg County in Deed Book 137 at Page 121.

ALSO:

All that certain lot or parcel of land, situate in the Town and County of Bamberg, State of South Carolina, containing 0.84 acre, more or less, and having the following boundaries and measurements, to wit: On the Northeast by other lands of the grantors and measuring thereon in the aggregate Two Hundred Eighteen and 20/100 (218.20') feet, more or less; on the Southeast by lands of Ricky L. Albertson and Sandy G. Albertson and measuring thereon One Hundred Fifty and 96/100 (150.96') feet, more or less; on the Southwest by Midway Street and measuring thereon Two Hundred Ten and 28/100 (210.28') feet, more or less; and on the Northwest by Cannon Street and measuring thereon One Hundred Seventy-four and 73/100 (174.73') feet, more or less. All of which is fully shown by reference to plat thereof made for Trinity United Methodist Church by Edisto Engineers & Surveyors, Inc., dated March 31, 2005, of record in the office of the Clerk of Court for Bamberg County in Plat Book 35 at Page 42.

TMS# 0087-02-20-001

Property Address: Corner midway at Cannon, Bamberg, South Carolina

DERIVATION: This being the same property conveyed to Horace D. Free, Paul Cianciolo, Obie Williams, WadeDelle Moody, Art Weader, Betty Wells, Jimmy Kinard, Marshall Bunch and Harriett Coker, as Trustees for Trinity United Methodist Church by Kenneth F. McLaurein, Jr. and Louise M. Womble, by Deed dated May 8, 2005 and recorded May 20, 2005 in the Office of the Clerk of Court for Bamberg County in Deed Book 138 at Page 112.

ALSO:

All that certain piece, parcel or lot of land, situate, lying and being in the Town of Bamberg, County of Bamberg, State of South Carolina, containing 0.06 acre, more or less, and being more fully shown by reference to a plate prepared for Betty K. Wells, by Edisto Engineers and Surveyors dated October 5, 2005, and recorded October 25, 2005 in the Office of the Clerk of Court for Bamberg County in Plat Book 35 at Page 87. Said plat being incorporated herein and made a part and parcel hereof said description by reference.

TMS# 0087-02-05-001

Property Address: Railroad Avenue, Bamberg, South Carolina

DERIVATION: This being the same property conveyed to Trinity United Methodist Church, by Deed dated October 25, 2005 and recorded October 26, 2005 in the Office of the Clerk of Court for Bamberg County in Deed Book 141 at Page 8.

ALSO:

All that certain piece, parcel, or lot of land containing one (1) acre, being 210 feet on each side, bounded on the Northwest by U.S. Highway 78, formerly S.C. Railroad (now called Railroad Avenue), and on all other sides by lands now, or formerly, of the Estate of Graham R. Simmons, being in the town of Bamberg, now in the county of Bamberg, formerly Barnwell County, in such forms, butting and bindings, as are more fully shown on a Plat of said lot made by George G. Patrick, District Surveyor, on the 9th day of June, 1858.

TMS#: a portion of Tax Map No: 0087-02-19-003 (11761 Heritage Hwy, Bamberg, South Carolina, and all of Tax Map No. 0087-02-19-007 (11783 Heritage Hwy, Bamberg, South Carolina

[Signature on Next Page]

Respectfully submitted,

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s/ James Y. Becker

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Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Trinity United Methodist Church of Lancaster,
Inc. and Trinity Methodist Church of
Lancaster, Inc.

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Trinity United Methodist Church of Lancaster, Inc. and Trinity Methodist Church of Lancaster, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that piece, parcel or lot of land lying, being and situate in Gills Creek Township, State and County aforesaid, about one and one-fourth (1.25) miles east of Lancaster, South Carolina, containing four (4) acres, as shown by plat made by James B. Baker, Registered Land Surveyor, dated March 21st, 1957 and now recorded in Plat Book 9 at page 66 in the Clerk of Court's Office for Lancaster County, South Carolina, on the south side of South Carolina Highway #903 leading from Lancaster, South Carolina, in an eastward direction to Pageland, South Carolina. Said lot of land according to the above mentioned plat is bounded as follows: Beginning at an iron stake corner on the south side of the Right-of-way of State Highway #903 on the boundary line of Fred Knight and running south 27 degrees 45' West for a distance of eight hundred fifty (850) feet to an iron stake corner on the boundary line of Fred Knight, thence N. 67 degrees 38' for a distance of two hundred six and eith-tenths (206.8) feet to an iron stake corner, thence N 27 degrees 52' East for a distance of eight hundred fifty and one-tenths (850.01) feet to an iron stake corner on South side of Right-of-way of South Carolina State Highway #903,

and thence 67 degrees 38' east with South Carolina Highway #903 Right-of-way in the direction of Pageland, South Carolina, for a distance of two hundred five (205) feet to an iron stake corner, the beginning point first above mentioned. Said lot of land being bound generally as follows: On the North by South Carolina Highway #903, on the East by lands of Fred Knight and on the South and West by other lands of Clyde P. Harper. For further reference see plat above mentioned which is incorporated by reference thereto as an integral part of this Deed of Conveyance of real estate as related to courses and directions, area and boundry of the lot of land being hereby conveyed.

TMS# 0081-00-011
Property Address: 1664 Flat Creek Road, Lancaster, SC 29720

DERIVATION: This being the same property conveyed to E.D. McManus, Baxter Plyler, J.W. Vick, Jr., and J.W. McAteer, Trustees Trinity Methodist Church, Lancaster by Clyde P. Harper by Deed dated April 28, 1958 and recorded April 30, 1958 in the Office of the Clerk of Court for Lancaster County in Deed Book S-4 at Page 344.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/ James Y. Becker

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*Attorneys for the South Carolina
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March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LAURENS

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Trinity United Methodist Church of Laurens,
Inc. and Trinity Church of Laurens, Inc.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Trinity United Methodist Church of Laurens, Inc. and Trinity Church of Laurens, Inc., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

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s/James Y. Becker

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*Attorneys for the South Carolina
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March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF ORANGEBURG

South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Union United Methodist Church of Cope, S.C.
and Union Methodist Church of Cope, S.C.,

Defendants.

Case No. 2025-

**NOTICE OF LIS PENDENS
(Non-Jury)**

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Union United Methodist Church of Cope, S.C. and Union Methodist Church of Cope, S.C., and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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March 4, 2025

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Wesley Memorial United Methodist Church,
Wesley United Methodist Church of
Charleston, and Wesley Memorial Methodist
Church,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Wesley Memorial United Methodist Church, Wesley United Methodist Church of Charleston, and Wesley Memorial Methodist Church, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

TMS# 165-00-00131

Property Address: 854 Highway 162, Hollywood, SC 29449

AND

All that tract of land, located and being in St. Paul's Township, Charleston County, South Carolina. MEASURING AND CONTAINING nineteen (19) acres, more or less; BUTTING AND BOUNDING Eastwardly by an Old Avenue, Southwesterly by Anna Vista public road; Southwardly by Anna Vista Tract, the line being a ditch; and Northeast by lands now or formerly of John Bascom and others.

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. This provision is solely for the benefit of the Grantee, and the Grantor reserves no right or interest in said premises.

DERVIATION: This being same property conveyed to Wesley United Methodist Church of Hollywood, Inc. by Quitclaim Deed of Wesley United Methodist Church dated December 10, 2015 and recorded in the Office for Charleston County Register of Deeds in Deed Book 526 at Page 192.

TMS# 163-00-00181

Property Address: 5100 Baptist Hill Road, Hollywood, SC 29449

AND

All that tract of land, located and being in St. Paul's Township, Charleston County, South Carolina. MEASURING AND CONTAINING nineteen (19) acres, more or less; BUTTING AND BOUNDING Eastwardly by an Old Avenue, Southwesterly by Anna Vista public road; Southwardly by Anna Vista Tract, the line being a ditch; and Northeast by lands now or formerly of John Bascom and others.

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. This provision is solely for the benefit of the Grantee, and the Grantor reserves no right or interest in said premises.

DERVIATION: This being same property conveyed to Wesley United Methodist Church of Hollywood, Inc. by Quitclaim Deed of Wesley United Methodist Church dated December 10, 2015 and recorded in the Office for Charleston County Register of Deeds in Deed Book 526 at Page 192.

TMS# 163-00-00165

Property Address: 5118 Baptist Hill Road, Hollywood, SC 29449

All that piece, parcel or lot of land with the improvements thereon, situate, lying and being in the Town of Hollywood, St. Paul's School District No: 23, Charleston County, South Carolina, shown and designated as LOT C (0.89) acres 38,700 sq. ft. (Cemetery lot) on that certain plat entitled: "PLAT TO SUBDIVIDE 2.85 ACRES into NEW LOT B (1.96 Acres) and NEW LOT C (0.89) Acre LOCATED Town of Hollywood, Charleston County, South Carolina." Said plat prepared by James G. Penington, P.L.S. 10291, dated August 1, 2019, and recorded August 9, 2019, in Plat Book L 19, page 0341 in the RMC Office for Charleston County, South Carolina, said lot having such size, shape, location and dimensions as shown on the aforesaid plat, incorporated herein by reference.

THE SAID LOT is subject to zoning ordinances, restrictive covenants, easements of records, encumbrances, ownership of title evidence of record and restrictions in the office of the RMC Office for Charleston County in Plat Book L 19, page 0341.

DERVIATION: This being same property conveyed to Wesley United Methodist Church of Hollywood, Inc. by Deed of Betty Jean Ancrum Walker dated July 16, 2020 and recorded in the Office for Charleston County Register of Deeds in Deed Book 898 at Page 070.

TMS# 163-00-00171

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 3, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Zion United Methodist Church of Dorchester
and Zion Methodist Church of Dorchester,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Zion United Methodist Church of Dorchester and Zion Methodist Church of Dorchester, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
Conference of The United Methodist
Church*

March 4, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF LANCASTER

South Carolina Conference of The United
Methodist Church,

Case No. 2025-

Plaintiff,

vs.

**NOTICE OF LIS PENDENS
(Non-Jury)**

Zion United Methodist Church of Lancaster,
and Zion Methodist Church of Lancaster,

Defendants.

Notice is hereby given that an action has been or within twenty (20) days will be commenced by Plaintiff the South Carolina Conference of The United Methodist Church, and others, against the Defendants Zion United Methodist Church of Lancaster, and Zion Methodist Church of Lancaster, and others, to, among other potential causes of action, quiet title to any and all real property owned by the Defendants, including, but not limited to, the following described real property:

All that certain piece, parcel or lot of land, together with the improvements thereon, lying, being and situate in Lancaster County, South Carolina, approximately 4.5 miles northeast of the City of Lancaster at the junction of South Carolina Secondary Highways S-29-246 and S-29-82, containing 11.55 acres as shown, described and designated on plat of survey entitled "Plat of Property of Zion Methodist Church" dated June 26, 1967, surveyed by E.H. Iseley, recorded in Plat Book 18 page 104, Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference incorporated and made a part hereof.

Being property conveyed to Trustees of Zion Methodist Church, the same as Zion United Methodist Church by Deeds recorded in the Office of the Clerk of Court for Lancaster County, South Carolina as follows: Deed Book E-2, page 236 recorded July 29, 1886; Deed Book G-2 page 429 recorded October 27, 1891; Deed Book F-4 page 94 recorded September 3, 1952; Deed Book M-4 page 385 recorded June 4, 1956; Deed Book C-5 page 319 recorded July 17, 1962; and Deed Book Y-5 page 481.

The within Deed is made only for purposes of confirming record title in the name of the Church as a non-profit corporation.

The within described proeprty is conveyed subject to existing easements and rights of way, whether of record or not, and to restrictions, if any, appearing in the chain of title which said restrictions, if any, are not intended to be reimposed hereby.

TMS#: 0050-00-027.00

PROPERTY ADDRESS: 1665 Zion Road, Lancaster, SC 29720

DERIVATION: This being the same property conveyed to Zion United Methodist Church of Lancaster, South Carolina non-profit corporation by Zion United Methodist Church by Deed dated August 5, 1990 and recorded August 6, 1990 in the Office of the Clerk of Court for Lancaster County in Deed Book H-9 at Page 163.

ALSO:

All that certain piece, parcel, or lot of land lying, being and situate in Lancaster County, South Carolina, fronting on Hwy. S-29-46, Pardue Road, and being shown, described and designated as 2.46 ac. on plat of survey entitled "Boundary Survey for ZION UNITED METHODIST CHURCH" made by Wm. Charles Hendley Jr. Land Surveying, dated July 19, 1999 and recorded in Plat No. 99-630 in the Office of the Clerk of Court for Lancaster County, South Carolina, which plat is by reference made a part hereof.

In trust, that such premises shall be held, kept, and maintained as a place of residence for the use and occupancy of the ordained ministers of The United Methodist Church who may from time to time be entitled to occupy the same by appointment; subject to the Discipline and usage 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. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

TMS# 0051-00-045.03

Property Address: 2345 Old Pardue Road, Lancaster, SC 29720

DERIVATION: This being the same property conveyed to the Zion United Methodist Church of Lancaster, South Coarlina non-profit corporation by Annie H. Williams by Deed dated September 13, 1999 and recorded September 13, 1999 in the Office of the Clerk of Court for Lancaster County in Deed Book 58 at Page 170.

[Signature on Next Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for the South Carolina
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Church*

March 3, 2025

EXHIBIT C

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

The South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Simpsonville United Methodist Church, The
Methodist Church of Simpsonville, and
Michael Smith,

Defendants.

IN THE COURT OF COMMON PLEAS

THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2024-CP-23-06475

**DEFENDANTS' MEMORANDUM OF
LAW IN SUPPORT OF THEIR
MOTION TO DISMISS**

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Defendants the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church) and its pastor, Michael Smith (collectively the “local church”), file this memorandum in support of their Motion to Dismiss under Rules 12(b)(1) and 12(b)(6), SCRPC. Any of the arguments below can (and should) mark the end of the road for this lawsuit. This memorandum, however, focuses mainly on the arguments and precedents that may be less familiar to the Court.

BACKGROUND¹

The Methodist Church of Simpsonville was founded in 1916. Originally known as the Simpsonville Methodist Episcopal Church, the church was (and still is) located on Southeast Main Street in Simpsonville, South Carolina. For more than a century, the local church’s members have gathered, worshiped, and served there. For more than a century, their sacrificial giving—and theirs alone—has funded the work and ministry of the local church. And for more than a century, they alone have bought, paid for, owned, improved, and maintained their gathering place.

At the time the local church was founded, neither the United Methodist Church (“UMC”) nor its affiliated State Conference (the Plaintiff) existed. Indeed, not even the *predecessors* to the UMC existed at that time.² Not until 52 years later was the UMC formed in April of 1968 by the merger of The Evangelical United Brethren Church and The Methodist Church (the latter of which the local church was then affiliated).

The new denomination’s Book of Discipline contained a provision stating that property held by a local church affiliated with the UMC should be held in trust for the denomination.³ This

¹ The documents attached and cited below were either incorporated by reference in the Complaint or are public documents that may be judicially noticed. Accordingly, their use is appropriate at this stage of the litigation.

² [UMC Book of Discipline](#) (2020) at pp. 21–22 (stating the UMC’s predecessors—The Methodist Church and The Evangelical United Brethren Church—were formed in 1939 and 1946, respectively).

³ The Complaint implies that the UMC’s Book of Discipline has contained the trust requirement “[s]ince 1797.” *See* Compl. ¶ 10. However, that’s not quite true. The UMC did not even exist until

requirement, however, recognized that for churches that already existed at the time of the merger and were part of the predecessor denominations, their ownership of their real property was not altered by the creation of the UMC, its Book of Discipline, or the local church's absorption into the new denomination:

Section IX. Protection of Rights of Congregations

¶ 261. Nothing in the Plan and Basis of Union at any time after the union is to be construed so as to require any local church of . . . the former The Methodist Church to alienate or in any way to change the title to property contained in its deed or deeds at the time of union, and lapse of time or usage shall not affect said title or control.

[UMC Book of Discipline](#) (2020) p. 210 at ¶ 261.

In its 109-year history, the local church has acquired and owned a number of parcels in Simpsonville, South Carolina. Most are contiguous and, together, they form the main church campus on Southeast Main Street. Another one is a parsonage located a few miles away. Some of the parcels do not have (and have never had) a trust clause in the deed. *See* Exhibits A (12/1/1999 deed), B (5/11/1956 deed), C (12/31/1965 deed), D (6/13/1968 deed). One of them—a 1954 deed for the parcel on which most of the sanctuary sits—has trust language that refers only to The Methodist Church: a denomination that has been defunct for the past 58 years. *See* Exhibit E (9/11/1954 deed).⁴ As noted above, because that deed predates the formation of the UMC

1968. *See* [UMC Book of Discipline](#) (2020) p. 25 at ¶ 1 and n.1. What the Complaint presumably meant was that *other* Methodist denominations that have existed at various times over the past 200+ years have discussed trust provisions in their governing documents.

⁴ The local church's Motion to Dismiss mistakenly stated that this parcel's deed does not and has never contained any trust language. The confusion arises from the fact that this parcel was cobbled together over many years in at least four property transactions. One was memorialized in a 1954 deed (Exhibit E) that predated the UMC and contained trust language referring to The Methodist Church. Three later transactions were memorialized in deeds recorded in 1956, 1965, and 1968 (Exhibits B, C, and D), none of which contain any trust language. Notably, the 1968 deed post-dated the formation of the UMC but did not include any trust language.

denomination in 1968, the dissolution of the old denomination and the creation of the UMC did not “alienate or in any way [] change the title to property” or alter its “title or control,” which always has been (and still is) fee simple ownership by the local church. [UMC Book of Discipline](#) (2020) p. 210 at ¶ 261.

Several other parcels owned by the local church never had any trust language in their deeds until early 2016, when trust clauses were added to the deeds secretly and without the knowledge or authorization of the church’s directors. *See* Exhibits F, G, H, and I (2/2/2016 quitclaim deeds). The local church’s church council—the directors of the South Carolina nonprofit corporation—were unaware of these transactions and did not authorize them. *See* Exhibit J (Church Council Resolution recorded with the Register of Deeds on 6/6/2024).

Throughout the 2010s, growing fractures began to appear within the UMC denomination, with one faction adhering to theological positions or doctrinal interpretations that, in application, tended to align with socially and politically progressive views, while another faction hewed to the more traditional theological positions and interpretations that have characterized Methodism for hundreds of years. As a result of these fissures, in 2019, at a special session of the UMC General Conference, a temporary process was added to the Book of Discipline to facilitate the disaffiliation of churches desiring to leave the denomination. *See* Compl. ¶ 13. That addendum, inserted as ¶ 2553 of the Book of Discipline, set out a disaffiliation process that was to be available until December 31, 2023. In South Carolina and elsewhere, that process proceeded in fits and starts. The Methodist Church of Simpsonville explored the process but, like many other churches, did not undertake and complete the process before it expired. *See* Compl. ¶ 15.

At the quadrennial UMC General Conference in late April 2024, the denomination did not renew the off-ramp process for departing congregations and, instead, adopted a number of formal

changes to the Book of Discipline that formalized the denomination's leftward shift. Several UMC state conferences (including South Carolina) still maintained their own processes for disaffiliation. *See* Compl. ¶ 14. However, congregations were wary of that process in light of the control and influence the Conference held over it.⁵

Following the 2024 UMC General Conference and its formal and final adoption of theologically liberal positions, the Methodist Church of Simpsonville (then known as Simpsonville United Methodist Church) concluded it had no choice but to disaffiliate from the denomination. *See* Compl. ¶¶ 16–18. Pastor Mike Smith submitted his resignation to the denomination in early June 2024. Following his resignation, the local church's unanimous church council undertook a series of actions and resolutions taken in compliance with South Carolina law to disaffiliate from the UMC denomination, amend the church's Articles of Incorporation, change the church's registered name, change its registered agent, adopt and file Restated Articles of Incorporation, adopt Bylaws, adopt a resolution revoking the alleged (but unauthorized) trust clauses in the 2016 quitclaim deeds, and informed the Greenville County Register of Deeds of the name change and revocations. *See id.*; *see also* Exhibits K, L, M, N, O, P, and Q.

At the conclusion of these actions, counsel for the local church informed the UMC State Conference in writing that the church had discontinued its affiliation with the denomination. *See* Exhibit R. Five months later, the State Conference filed this lawsuit.

⁵ The process was a vain hope anyway. A number of churches across the state (and country) were engaged in it when the UMC's national judicial counsel abruptly pulled the rug out from under them in late October 2024 by declaring that disaffiliation was no longer possible or permissible *at all*. *See generally id.*

ARGUMENTS

I. Plaintiffs lack standing to challenge a nonprofit corporation's actions taken pursuant to and in compliance with the South Carolina Nonprofit Corporation Act.

The local church is a South Carolina nonprofit corporation. It is, therefore, subject to the South Carolina Nonprofit Corporation Act. Under that Act, the authority to manage, govern, and control a nonprofit corporation is vested in its directors. *See* S.C. Code Ann. § 33-31-801. The corporation has the legal right to operate, buy, sell, govern itself, and associate with (and disassociate from) other entities. *Id.* § 33-31-302. A nonprofit's directors may amend and restate the corporation's Articles of Incorporation. *Id.* §§ 33-31-1005 and -1006.⁶ Decisions made by a corporation's board of directors (here, the local church's church council) in the exercise of their business are not subject to judicial challenge by third parties. *See* S.C. Code Ann. § 33-31-304 (stating that a suit challenging a nonprofit corporation's authority to act may be brought only by a director, member, the corporation itself, or the Attorney General).

Because the local church's actions were consistent with and authorized by South Carolina law, and because there is not (nor could there be) any allegation that the actions were undertaken with malice, they are insulated from judicial review. "Under the business judgment rule, a court will not review the business judgment of a corporate governing board when it acts within its authority and it acts without corrupt motives and in good faith." *Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 599, 538 S.E.2d 15, 25 (Ct. App. 2000) (quoting *Dockside Ass'n v. Detyens*, 291 S.C. 214, 217, 352 S.E.2d 714, 716 (Ct. App. 1987)); *see also* *Dockside Ass'n v. Detyens*, 294 S.C.

⁶ The Code notes that if the "articles" of a religious nonprofit corporation require a third party to approve any amendment to them, then such approval is required before amendment. The Conference has not alleged that the local church's original Articles of Incorporation required such approval (because they did not). No third-party approval was required, and the church council's actions were consistent with and authorized by the Nonprofit Corporation Act.

86, 87, 362 S.E.2d 874, 874 (1987) (“We now uphold the Court of Appeals’ determination that the business judgment rule precludes judicial review of actions taken by a corporate governing board absent a showing of a lack of good faith, fraud, self-dealing or unconscionable conduct.”). Because Plaintiff lacks standing to challenge the disputed actions, the Court should dismiss the suit.

II. Plaintiff’s suit is barred by the ecclesiastical abstention doctrine.

Even if Plaintiff had standing, the Court lacks jurisdiction to consider Plaintiff’s claims. Binding precedent is clear: civil courts cannot entertain disputes involving “theological controversy, church discipline, ecclesiastical government, or the conformity of the members of a church to the standard of morals required of them.” *Serbian E. Orthodox Diocese for U.S. & Can. v. Milivojevich*, 426 U.S. 696, 714 (1976) (quoting *Watson v. Jones*, 80 U.S. 679, 733 (1871)); see also *All Saints Parish, Waccamaw v. Protestant Episcopal Church in the Diocese of South Carolina*, 385 S.C. 428, 445, 685 S.E.2d 163, 172 (2009) (“Courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration.”). This jurisdictional principle is commonly called the doctrine of ecclesiastical abstention.

Under this doctrine, courts confronting cases like this one have dismissed lawsuits for lack of subject matter jurisdiction. See, e.g., *Beachy v. Mississippi District Council for Assemblies of God*, 371 So. 3d 1237 (Miss. 2023) (holding that the ecclesiastical abstention doctrine barred state’s courts from considering and resolving claims brought by denomination against pastor and elders of church relating to the church’s decision to disaffiliate from the denomination); *Oklahoma Annual Conference of the United Methodist Church v. Timmons*, 538 P.3d 163 (Okla. 2023) (concluding that the district court lacked subject matter jurisdiction over a lawsuit arising from a local Methodist church desire to disaffiliate from the UMC, holding that the court lacked jurisdiction because the merits of claims required interpretation of governing church document,

internal church procedures, and the UMC Book of Discipline). As explained in the following sections, Plaintiff in this case asks the Court to resolve disputes about religious law, principle, doctrine, discipline, custom, or administration. This the Court cannot do, *All Saints Parish*, 385 S.C. at 445, 685 S.E.2d at 172, and it should dismiss the case instead.

A. Plaintiff’s Complaint, which expressly seeks a judicial ruling on matters of church doctrine and polity, is a textbook example of an ecclesiastical dispute over which the Court lacks subject matter jurisdiction.

It’s hard to imagine a complaint that presents a more straightforward example of an impermissible ecclesiastical dispute than this one. The first complete sentence of the Complaint clearly states what Plaintiff is after—a judicial ruling on matters of church doctrine, discipline, and governance:

Plaintiff seeks a Declaratory Judgment and adjudication regarding the obligations of the Defendants *pursuant to The Book of Discipline* of the United Methodist Church and *the provisions adopted regarding church separation* by the South Carolina Conference of The United Methodist Church.

Compl. p.1 at Preliminary Statement (emphasis added). The remainder of the pleading is similarly frank about what Plaintiff wants from the Court. The following non-exhaustive list of examples demonstrates the problem. Plaintiff asks the Court for the following:

- To decide and enforce denominational doctrine and rules regarding the rights and relationship of local churches and the denomination, including the ability, method, and timing of disaffiliation. *See* Compl. ¶¶ 28, 33(b), and Prayer for Relief.
- To decide whether the decision of the local church (a South Carolina nonprofit corporation) to change its corporate name with the Secretary of State was “a violation of the Book of Discipline.” *Id.* ¶¶ 29, 33(c), and Prayer for Relief.
- To decide who should be the local church’s pastor and what the contours of his job should be. *Id.* ¶¶ 31, 40(b), and Prayer for Relief.
- To decide whether certain portions of the UMC Book of Discipline are “valid and enforceable.” *Id.* ¶¶ 33(a) and Prayer for Relief.

Plaintiff doesn't try to hide the ball. The Complaint asks this Court to interpret, decide, and enforce denominational doctrines, discipline, and polity. The Court may not do this. *All Saints Parish*, 385 S.C. at 445, 685 S.E.2d at 172. Because the Court lacks subject matter jurisdiction over this suit, it must dismiss the Complaint.

B. Amending the Complaint would be pointless because even if Plaintiff tried to disguise the nature of this dispute, Plaintiff has conceded elsewhere that property disputes like this one are ecclesiastical.

Confronted with the significant jurisdictional problem described above, Plaintiff may seek leave to amend the Complaint in hopes of reframing the dispute to mask its ecclesiastical nature. An amendment, however, would be futile because even if Plaintiff reframes the dispute in secular terms, the conclusion is the same—ecclesiastical abstention. How do we know? Because that is the conclusion that Plaintiff has itself asserted in another case pending before this court involving a very similar scenario and legal question.

The case in question arises from a familiar fact pattern. A Methodist church in the Upstate—Lebanon Methodist Church (f/k/a Lebanon United Methodist Church of Honea Path)—was formerly associated with the UMC denomination. *See* Complaint, *Stillwell et al. v. S.C. Conference of the United Methodist Church*, No. 2024-CP-23-03486 (Greenville Cnty. Ct. of Common Pleas) (filed June 5, 2024), attached hereto as Exhibit S. Like The Methodist Church of Simpsonville, Lebanon Methodist decided to disaffiliate from the denomination because of the UMC's leftward theological drift. To that end, Lebanon Methodist filed suit against the State Conference, seeking a declaration that the Conference has no interest in the church's property. *See id.* The local church (which, in that case, is the plaintiff) framed the issue in secular legal terms. The complaint has no discussion of the UMC Book of Discipline, no dispute about the

ecclesiastical governance rights of the local church, and no request to interpret or enforce denominational polity. *See id.*

Nevertheless, even under the secular framing in that case, the State Conference (which, in that case, is the defendant) has taken a position diametrically opposed to its position here. Specifically, the State Conference expressly and affirmatively argued in its Answer in *Lebanon Methodist* that the lawsuit is completely barred by the ecclesiastical abstention doctrine:

26. This action is barred under the Doctrine of Separation of Church and State under the United States Constitution and the Constitution of the State of South Carolina. The issues in this case are governed by Church law set forth in the Discipline and the numerous decisions of the Judicial Council. This case cannot be decided using neutral principles.

See Answer filed by the S.C. Conference of the United Methodist Church in Stilwell et al. v. S.C. Conference of the United Methodist Church, No. 2024-CP-23-03486 (Greenville Cnty. Ct. of Common Pleas) (filed August 6, 2024), attached as Exhibit T.

This inconsistency is astonishing—and telling. The State Conference is representing to the Court in one case that the Court is wholly and affirmatively barred from considering a church disaffiliation and property dispute. Meanwhile, in this suit, the State Conference has concurrently filed a Complaint in the same Court, invoking the Court’s jurisdiction, and requesting the Court’s intervention in a church disaffiliation and property dispute. The State Conference can’t have it both ways. Its position in *Lebanon Methodist* demonstrates there is no possible amendment to the Complaint in this case that could extricate the Conference from the corner it has painted itself into. The Court should take the Conference at its word and dismiss this suit with prejudice, thereby sparing the parties, counsel, and the Court from expending the time, effort, and cost of kicking the can down the road only to reach the same inevitable result.

C. Plaintiff is judicially estopped from bringing this suit because Plaintiff has consistently and successfully asserted ecclesiastical abstention whenever it has been hailed into South Carolina’s courts.

The State Conference’s inconsistent positions on the Court’s jurisdiction raise yet another problem for them: judicial estoppel. Because the Conference has asserted and benefited from ecclesiastical abstention in prior cases, it cannot assert the opposite view here.

The doctrine of judicial estoppel “precludes a party from adopting a position in conflict with one previously taken in the same or related litigation.” *Quinn v. Sharon Corp.*, 343 S.C. 411, 414, 540 S.E.2d 474, 475 (Ct. App. 2000); *see also Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 251–52, 489 S.E.2d 472, 477 (1997). The purpose is to “protect the integrity of the judicial process and the courts.” *Quinn*, 343 S.C. at 414, 540 S.E.2 at 475. “Under the doctrine of judicial estoppel, a party that has assumed a particular position in a judicial proceeding, via its pleadings, statements, or contentions made under oath, is prohibited from adopting an inconsistent posture in subsequent proceedings.” *Quinn*, 343 S.C. at 416, 540 S.E.2d at 476 (Anderson, J., concurring) (citing Black’s Law Dictionary 848 (6th ed.1990) and 28 Am. Jur. 2d Estoppel and Waiver § 74)).

The elements of judicial estoppel are:

- (1) Two inconsistent positions taken by the same party or parties in privity with one another;
- (2) The positions are taken in the same or related proceedings involving the same party or parties in privity with one another;
- (3) The party taking the position must have been successful in maintaining that position and received some benefit;
- (4) The inconsistency must be part of an intentional effort to mislead the court; and
- (5) The two positions must be totally inconsistent.

Cothran v. Brown, 357 S.C. 210, 215–16, 592 S.E.2d 629, 632 (2004). Here, judicial estoppel bars Plaintiff from invoking the Court’s jurisdiction in this case. Take each element in turn.

First, an inconsistent position is taken by the same party. Plaintiff’s invocation of the Court’s jurisdiction in this case contradicts the position that the State Conference has previously taken whenever it has been hailed into South Carolina courts. As noted above, the State Conference is currently asserting the opposite position in a similar case pending before this Court. Likewise, on multiple occasions, the State Conference has itself asserted the inconsistent position. For example, around 2005, a former UMC church member sued the UMC State Conference and a UMC pastor who had allegedly had an extramarital affair with the member’s wife. The State Conference moved to dismiss, arguing that “the controversies as set forth in Plaintiffs Complaint” involved “religious law, principle, doctrine, discipline, custom, or administration, over which this Court has no subject matter jurisdiction.” *See* Mem. in Supp. of Mot. to Dismiss filed by the S.C. Conference of the United Methodist Church, at p. 1, in *Vaughn v. The United Methodist Church South Carolina Conference*, No. 2004-CP-23-5773 (Greenville Cnty. Ct. of Common Pleas) (filed May 18, 2005), attached hereto as Exhibit U. The Conference explained the ecclesiastical abstention doctrine at some length and argued that it applied to and barred any proceeding tangentially relating to church or denominational operations and governance. *See id.* at 6–7.

The State Conference raised the doctrine again in 2019. A couple had filed suit against a Methodist church and the State Conference, alleging in part that the Conference did not do enough to suppress rumors about and allegations against one of the plaintiffs. The Conference’s entire motion to dismiss—a full five pages of text—was spent explaining the ecclesiastical abstention doctrine, arguing that (a) essentially *every* action or decision undertaken by or pertaining to the Conference or a church is ecclesiastical in nature, (b) urging the court to dismiss the claim for lack

of subject matter jurisdiction, and (c) citing cases in support. *See* Mot. to Dismiss filed by the S.C. Conference of the United Methodist Church in *Litt et al. v. Hibben United Methodist Church et al.*, No. 2019-CP-10-04175 (Charleston Cnty. Ct. of Common Pleas) (filed October 9, 2019), attached hereto as Exhibit V. It worked. The circuit court dismissed the claim against the State Conference, concluding that “internal disputes” and any questions about church governance were beyond the court’s jurisdiction. *See* Order, *Litt et al. v. Hibben United Methodist Church et al.*, No. 2019-CP-10-04175 (Charleston Cnty. Ct. of Common Pleas) (filed March 25, 2020), attached hereto as Exhibit W. Compared to its position in *Litt* and *Vaugh* and *Lebanon Methodist*, the State Conference has done a 180-degree turn here. The first element of judicial estoppel is satisfied.

Second, the inconsistent positions were taken in related proceedings that involve the same party. There’s no question that it’s the same party—the UMC State Conference—taking the inconsistent positions. And the cases in which it’s doing so are related to this one. The fact pattern and subject matter in *Lebanon Methodist* (which arose contemporaneously with this case) are strikingly similar. And the two older cases discussed above are also related because even though they involved different legal claims, they raised the same factual question, namely, what set of actions and decisions count as “ecclesiastical” and, therefore, are not subject to judicial analysis? If, as the State Conference has argued in the past, *every* aspect of the operation and governance of a church or denomination is ecclesiastical, it cannot reverse course here.

Third, the party taking the prior inconsistent position has succeeded in maintaining that position. Here, as noted above, the State Conference successfully maintained its position in the *Litt* litigation and benefited from it because the court dismissed the claim against the Conference on the basis of ecclesiastical abstention.

Fourth, the inconsistency is part of an intentional effort to mislead the court. The State Conference is not ignorant of what it is doing. The Conference is simultaneously taking opposite positions in two cases involving the same issue and pending before the same court. That is not the result of inadvertence or incompetence. The Conference is trying to have its cake and eat it, too, hoping the Court won't notice.⁷

Fifth, the State Conference's conflicting positions are totally inconsistent. The Conference says the court lacks jurisdiction in one church property dispute (*Lebanon Methodist*). But in another simultaneous church property dispute (this one), it invokes the court's jurisdiction. The positions are totally inconsistent.

The State Conference has assumed a particular position in a judicial proceeding, via its pleadings, statements, or contentions made under oath." *Quinn*, 343 S.C. at 416, 540 S.E.2d at 476 (Anderson, J., concurring). Accordingly, it "is prohibited from adopting an inconsistent posture" here. *Id.* Plaintiff is judicially estopped from bringing this action. The Court should dismiss the case with prejudice.

III. Plaintiff's Complaint is barred by the First Amendment, the Equal Protection Clause, and their state law analogs.

The Court's jurisdiction over the Plaintiff's claims is barred by the First Amendment and Equal Protection Clause of the United States Constitution and by Article I § 2 of the South Carolina Constitution. Multiple aspects of Plaintiff's Complaint and requested relief are forbidden by the Constitution. Take, for example, the State Conference's remarkable request for the Court to issue

⁷ The local church and its counsel cast no aspersions on the candor of opposing counsel in this case, who differ from the Conference's counsel in *Lebanon Methodist*. The focus here is on the party itself. The State Conference is a shrewd and capable corporate entity, and its legal counsel oversees its statewide disaffiliation strategy. It is not plausible to think the State Conference is ignorant of its conflicting positions.

a declaration and injunction that the local church *cannot* disaffiliate from the denomination *at all*. Such a ruling would be contrary to the Constitution and binding precedent. *See Protestant Episcopal Church in the Diocese of S. Carolina v. Episcopal Church*, 439 S.C. 284, 887 S.E.2d 508 (2022) (rejecting the denomination’s argument that local congregations lacked the ability to disassociate from the denomination); *Disabato v. S. Carolina Ass’n of Sch. Adm’rs*, 404 S.C. 433, 445, 746 S.E.2d 329, 335 (2013) (“Among the protections afforded by the freedom of association are the rights to *not* associate.”) (emphasis added).

So, too, the State Conference’s attempt to use this Court to enforce its view of church law and church rules would—if entertained by the Court—result in problematic establishment and entanglement concerns. *See All Saints Parish*, 385 S.C. at 444, 685 S.E.2d at 172 (noting that this approach leads to problematic entanglement and preference). Likewise, the State Conference’s request that the Court issue what amounts to a gag order against Pastor Smith by forbidding him from talking to congregants about a topic of important, intense, and widespread interest within Methodism would be an astonishing intrusion on his expressive freedoms.

Because the relief the Complaint seeks would itself be constitutionally problematic, the Court cannot grant it. The Court should, therefore, dismiss the case with prejudice.

IV. The facts alleged in the Complaint and in the documents cited therein do not (and cannot) support Plaintiff’s claims.

Even if Plaintiff had standing, even if the Court had jurisdiction, and even if the relief sought were constitutionally permissible, the Court should dismiss the Complaint because it fails to allege facts on which relief can be granted. The documents incorporated into the Complaint demonstrate that the surreptitious quitclaim deeds on which Plaintiff relies were unauthorized. South Carolina law expressly states that a “trust is voidable to the extent its creation was induced by fraud,” S.C. Code Ann. § 62-7-406, and “[u]nless the terms of a trust expressly provide that the

trust is irrevocable, the settlor may revoke or amend the trust,” S.C. Code Ann. § 62-7-602. *See* Exhibit J (Resolution of June 3, 2024 regarding unauthorized deeds). In keeping with South Carolina law, the church council declared the trust (to the extent it even existed) void and rescinded or revoked it. *See id.* The South Carolina Supreme Court has held in a case similar to this one that such revocations are effective and mean that there is no denominational trust in place. *See Protestant Episcopal Church in the Diocese of South Carolina v. Episcopal Church*, 439 S.C. 284, 315–16, 887 S.E.2d 508, 524 (2022).

Nor can the Conference rely on the Book of Discipline to impose a trust clause where none existed in the deeds. The South Carolina Supreme Court has already set out the test to determine when a denominational trust requirement will be imputed to deeds where no such clause exists. A trust can only be imposed under facts that are not alleged (and are not present) here, namely, when a church knowingly and affirmatively accedes to and adopts the trust in its organic documents. *See Protestant Episcopal Church*, 439 S.C. 284, 887 S.E.2d 508 (2022). In contrast, the Supreme Court has specifically determined that a church’s mere recitation of a pledge or affirmation of allegiance to the denomination and its teachings did *not* create a trust, and that a statement in a church’s bylaws in which it pledged to “adhere to” the denomination’s doctrine did *not* create a trust. *Id.* at 305, 887 S.E.2d at 519. Under the guidance of *Protestant Episcopal Church* and the facts alleged and the documents incorporated in the Complaint, Plaintiff has not and cannot allege a claim on which relief can be granted. The case must be dismissed.

CONCLUSION

For the foregoing reasons, the Court should dismiss the Complaint with prejudice. This motion is made without waiving, and expressly preserving, any argument made in Defendants’

Motion to Dismiss or that may yet be raised under applicable precedent, court rules, and any additional arguments presented orally by counsel at the hearing.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: *s/ Miles Coleman* _____

Miles Coleman

S.C. Bar No. 123567

E-Mail: miles.coleman@nelsonmullins.com

2 West Washington Street / Suite 400

Post Office Box 10084 (29603-0084)

Greenville, SC 29601

(864) 373-2300

Greenville, South Carolina
February 24, 2025

EXHIBIT A

WITNESS the Grantor's hand and seal this 1st day of November, 1999.

SIGNED, sealed and delivered in the presence of:

TERRY HAYS

Polly J. Tate
Polly J. Tate

Kathy B. Wray

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named Grantor(s) sign, seal and, as his/her/their act and deed, deliver the within written instrument and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Kathy B. Wray

SWORN to before me this 1st day of November, 1999.

TERRY HAYS
Notary Public for South Carolina
My Commission Expires: 11-30-99

STATE 1882
DEC 01 1999
COUNTY 349

FILED FOR RECORD IN GREENVILLE COUNTY SC R.O.D. OFFICE AT 10:57 AM 12 01 99 RECORDED IN DEED BOOK 1882 PAGE 0348 THRU 0349 DOC = 1999100732

Judy A. Hix

EXHIBIT B

Document Details

Instrument Number: 05520258
Recorded Date: 05/11/1956
Instrument Type: DEED
Book Type: DE
Book: 0552
Page: 0258
Consideration:
Number of Pages: 1
Remarks - External:

Names

Grantor:

ALVIS BROOKS COMMITTEE FOR
WILTON C BROOKS BY COMMITTEE

Grantee:

SIMPSONVILLE METHODIST CHURCH BY TRUSTEES

Return Address

Name:
Address:
Address 1:
City:
State: Zip:

552 258

GREENVILLE CO. S. C.

TITLE OF REAL ESTATE—Prepared by LOVE, THOMSON, BLAIR & ARNOLD, Attorneys at Law, Greenville, S. C.

STATE OF SOUTH CAROLINA, GREENVILLE COUNTY, OLLIE FARNSWORTH R. M. C.

Know All Men by these Presents:

That I, Alvis Brooks, as Committee for Wilton C. Brooks in the State aforesaid, in consideration of the sum of Three Thousand and No/100 (\$3000.00) - - - DOLLARS,

to the grantor(s) in hand paid at and before the sealing of these presents by the grantee(s) (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said E. G. Whitmire, Jr., J. R. Richardson, Sr. and H. T. Leoke, Trustees of Simpsonville Methodist Church, their successors and assigns forever:

All that piece, parcel or lot of land in Greenville Township, Greenville County, State of South Carolina, in the Town of Simpsonville, situate at the Northeast corner of the intersection of Main and Pine Streets and having the following metes and bounds, to-wit:

BEGINNING at an iron pin at the Northeast corner of the intersection of Main and Pine Streets, running thence along the North side of Pine Street, N. 76-1/2 E. 3.52 chains to iron pin; thence N. 5 W. 2.30 chains to an iron pin; thence S. 76-1/2 W. 3.38 chains to a stone on the East side of Main Street; thence along the East side of Main Street, S. 2-3/4 E. 2.36 chains to the beginning corner.

Being the same premises conveyed to W. C. Brooks by deed Recorded in Book of Deeds 249 at Page 360.

This deed is given pursuant to a Decree of Judge W. B. McGowan, in the case of Brooks v. Brooks filed in the Clerk of Court's Office for Greenville County.



TOGETHER with all and Singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining

TO HAVE AND TO HOLD all and singular the said Premises before mentioned unto the grantee(s) hereinabove named, and their successors, Heirs and Assigns forever.

And the grantor(s) do(es) hereby bind the grantor(s) and the grantor's(s) Heirs, Executors and Administrators to warrant and forever defend all and singular the said premises unto the grantee(s) hereinabove named, and the grantee's(s) Heirs and Assigns against the grantor(s) and the grantor's(s) Heirs and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness the grantor's(s) hand and seal this 10th day of May in the year of our Lord One Thousand Nine Hundred and Fifty-Six

Signed, Sealed and Delivered in the Presence of Alvis Brooks as Committee for Wilton C. Brooks (Seal) Mable G. Lewis (Seal) Belton O. Thomason, Jr. (Seal)

STATE OF SOUTH CAROLINA, Greenville County Personally appeared before me Mable G. Lewis and made oath that he saw the within named grantor(s) Alvis Brooks as Committee for Wilton C. Brooks written deed, and that he, with Belton O. Thomason, Jr. sign, seal and as his act and deed deliver the within witnessed the execution thereof.

Sworn to before me this 10th day of May, A. D. 19 56 Notary Public for South Carolina Mable G. Lewis (Seal)

STATE OF SOUTH CAROLINA, Greenville County RENUNCIATION OF DOWER I, Belton O. Thomason, Jr. Notary Public, do hereby certify

unto all whom it may concern, that Mrs. Julia Brooks wife of the within named Wilton C. Brooks did this day appear before me, and upon being privately and separately examined by me, did declare that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto E. G. Whitmire, Jr., J. R. Richardson, Sr. & H. T. Leoke, Trustees of Simpsonville Meth. Ch. their successors and assigns, all her interest and estate, and also her right and claim of Dower of, in or to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 10th day of May, A. D. 19 56 Notary Public for South Carolina Julia Brooks (Seal)

Cancelled documentary stamps attached: S. C. \$; U. S. \$ Recorded this 11th day of May 1956 at 8:52 A. M. No. 12068 321-1-6

EXHIBIT C

Document Details

Instrument Number: 078901841841

Recorded Date: 12/31/1965

Instrument Type: DEED

Book Type: DE

Book: 0789

Page: 0184

Consideration:

Number of Pages: 1

Remarks - External:

Names

Grantor:

J R SR RICHARDSON

Grantee:

SIMPSONVILLE METHODIST CHURCH TRUSTEE

Return Address

Name:

Address:

Address 1:

City:

State:

Zip:

STATE OF SOUTH CAROLINA }
COUNTY OF GREENVILLE }

REC 31 11 1965
OFFICE OF THE CLERK
GREENVILLE, S.C.

KNOW ALL MEN BY THESE PRESENTS, that I, J. R. RICHARDSON, SR.

in consideration of gift valued at \$1,500.00----- Dollars,
the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto TRUSTEES OF SIMPSONVILLE METHODIST CHURCH, their successors and assigns,

All that certain piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, lying on the north side of Pine Street, sometimes referred to as Crisp Street, in the Town of Simpsonville, and being described as follows:

BEGINNING at an iron pin on the north side of Pine Street at a point 3.52 chains east of the northeast corner of the intersection of Pine Street and Main Street, and running thence along the north side of Pine Street, N. 76 1/2 E. 1.20 chains to an iron pin; thence N. 5 W. 2.30 chains to an iron pin; thence S. 76 1/2 W. 1.20 chains to iron pin; thence S. 5 E. 2.30 chains to the beginning corner.

This is the same property conveyed to the grantor herein by Deed of B. W. Brooks, recorded in the R. M. C. Office for Greenville County in Deed Book 756 at Page 531.

together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)'s heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)'s heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)'s heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s) hand(s) and seal(s) this 26 day of November 1965.

SIGNED, sealed and delivered in the presence of:
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)
[Signature] (SEAL)

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor's(s) act and deed deliver the within deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 26 day of November 1965.

[Signature] (SEAL)
Notary Public for South Carolina.

STATE OF SOUTH CAROLINA }
COUNTY OF Greenville }

RENUNCIATION OF DOWER

I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee(s)'s heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.

GIVEN under my hand and seal this 26 day of November 1965

[Signature] (SEAL)
Notary Public for South Carolina.

RECORDED this 31st day of December 1965, at 11:40 A. M., No. 19352

1-1-72
- 689 -

EXHIBIT D

Document Details

Instrument Number: 84603593591

Recorded Date: 06/13/1968

Instrument Type: DEED

Book Type: DE

Book: 0846

Page: 0359

Consideration:

Number of Pages: 1

Remarks - External:

Names

Grantor:

MAUDINE SULLIVAN

Grantee:

SIMPSONVILLE METHODIST CHURCH BY TRUSTEES

Return Address

Name:

Address:

Address 1:

City:

State:

Zip:

STATE OF SOUTH CAROLINA } County Stamps Paid \$1.65
COUNTY OF GREENVILLE } See Act No. 300 Section 1

FILED
GREENVILLE CO. S. C.
JUN 13 11 33 AM 1968
OLLIE F. HARRIS

KNOW ALL MEN BY THESE PRESENTS, that I, Maudine Sullivan,

in consideration of exchange of property valued at \$1,250.00 Dollars,

the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents do grant, bargain, sell and release unto J. R. Richardson, H. T. Leeke, W. M. Balcome, Charles Brazier, and Warren Taylor, Trustees of Simpsonville Methodist Church, its successors and assigns:

ALL that certain piece, parcel or lot of land, lying and being in Austin Township, Greenville County, State of South Carolina, located on the North side of Pine Street, in the Town of Simpsonville, and having the following metes and bounds, courses and distances, to-wit:

BEGINNING at a point in the Northern line of Pine Street, 68 feet from the corner of Pine Street and Hedge Street, and at the Southwest corner of Clarence Sullivan lot, and running thence along the Western line of Sullivan lot, N. 15 1/2 W. 100 feet; thence S. 76 W. 77 feet; thence S. 5 E. 102 feet to a point in line of Pine Street; thence along the Northern line of Pine Street, N. 76 E. 102 feet to the point of beginning.

This is the same property conveyed to the grantor by deed of Evelina Vance, recorded in the RMC Office for Greenville County in Deed Book 556, at page 506.



together with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining; to have and to hold all and singular the premises before mentioned unto the grantee(s), and the grantee(s)' heirs or successors and assigns, forever. And, the grantor(s) do(es) hereby bind the grantor(s) and the grantor(s)' heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the grantee(s) and the grantee(s)' heirs or successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor(s)' hand(s) and seal(s) this 11th day of June, 1968.
SIGNED, sealed and delivered in the presence of: Maudine Sullivan (SEAL)
Barbara B. Payne (SEAL)

STATE OF SOUTH CAROLINA } PROBATE
COUNTY OF GREENVILLE }
Personally appeared the undersigned witness and made oath that (s)he saw the within named grantor(s) sign, seal and as the grantor(s)' act and deed deliver the within written deed and that (s)he, with the other witness subscribed above witnessed the execution thereof.
SWORN to before me this 11th day of June, 1968.
Barbara B. Payne
Notary Public for South Carolina (SEAL)
My Commission expires: January 1, 1970.

STATE OF SOUTH CAROLINA } RENUNCIATION OF DOWER (GRANTOR WOMAN)
COUNTY OF }
I, the undersigned Notary Public, do hereby certify unto all whom it may concern, that the undersigned wife (wives) of the above named grantor(s) respectively, did this day appear before me, and each, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread or fear of any person whomsoever, renounce, release and forever relinquish unto the grantee(s) and the grantee(s)' heirs or successors and assigns, all her interest and estate, and all her right and claim of dower of, in and to all and singular the premises within mentioned and released.
GIVEN under my hand and seal this 19 day of _____, 1968.
Notary Public for South Carolina. (SEAL)

32175

EXHIBIT E

State of South Carolina,

Greenville County

VOL 510 PAGE 84



Know all Men by these Presents, That I, Emmie L. Nash,

in the State aforesaid,

in consideration of the sum of Five Thousand and no/100 (\$5,000.00) Dollars

to me paid by J. R. Richardson, E. G. Whitmire, Jr. and T. H. Todd, as trustees of the Simpsonville Methodist Church,

in the State aforesaid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said J. R. Richardson, E. G. Whitmire, Jr., and T. H. Todd, as trustees of the Simpsonville Methodist Church,

~~xxxxhat piece, xxxxxxxxxof land in~~

xxxxxx Greenville

~~County, State of South Carolina~~

All that certain lot or parcel of land situated, lying and being in the Town of Simpsonville, County and State aforesaid, and having according to survey made by W. A. Adams, November 2nd, 1916, the following metes and bounds, to-wit:

BEGINNING at an iron pin on the east side of Hedge Street in the Town of Simpsonville, which iron pin marks the southwest corner of Henry Goodwin property; thence south along Main Street 200 feet to an iron pin on east side of said street; thence E. 465 feet to an iron pin on west side of said street; thence North along said street 195 feet to an iron pin on the west side of Hedge Street, which pin marks the southwest corner of Henry Goodwin property; thence 420 feet to an iron pin on east side of South Main Street, the point of beginning, being the same property conveyed to me by R. F. Nash by deed dated July 2, 1920, and recorded in the R. M. C. Office of Greenville County, South Carolina, in Vol. 208, Page 113.

The above described land is the same conveyed to me by
on the day of
19 deed recorded in office of Register of Mesne Conveyance for
Greenville County, in Book Page

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said J. R. Richardson, E. G. Whitmire, Jr., and T. H. Todd, as trustees of the Simpsonville Methodist Church, their successors

~~DEED~~ and assigns forever, in trust, that said premises shall be used, kept, and maintained as a place of divine worship of the Methodist ministry and members of The 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. This provision is solely for the benefit of the grantee, and the grantor reserves no right or interest in said premises.

AND I do hereby bind myself, my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said J. R. Richardson, E. G. Whitmire, Jr., and T. H. Todd, as trustees of the Simpsonville Methodist Church, their successors

~~DEED~~ and assigns, against me and my heirs and every other person whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal this 17 day of Sept 1854

in the year of our Lord one thousand nine hundred and ~~xxx~~ Fifty-Four

Signed, Sealed and Delivered in the Presence of

[Handwritten signatures and names] (SEAL)
----- (SEAL)
----- (SEAL)
----- (SEAL)
----- (SEAL)

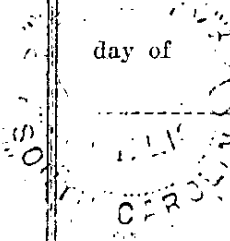
STATE OF SOUTH CAROLINA, }
Greenville County }

PROBATE

PERSONALLY appeared before me *J. C. H.*
and made oath that *he* saw the within named *Emmie I. [unclear]*,

sign, seal and, as her act and deed, deliver the within written Deed for the uses and purposes herein
mentioned, and that *he* with *R. E. [unclear]*
witnessed the execution thereof.

SWORN, to before me this *17*
day of *October* 19 *54*
[Signature] (L. S.)
Notary Public, S. C.



STATE OF SOUTH CAROLINA, }
Greenville County }

RENUNCIATION OF DOWER

I, _____ a Notary Public, do hereby certify
unto all whom it may concern, that Mrs.
the wife of the within named
did this day appear before me, and, upon being privately and separately examined by me, did declare
that she does freely, voluntarily and without any compulsion, dread or fear of any person or persons
whomsoever, renounce, release and forever relinquish unto the within named

_____ heirs and assigns, all her interest and estate, and also
all her right and claim of dower of, in or to all and singular the premises within mentioned and released

GIVEN under my Hand and Seal, this
day of _____
Anno Domini 19 _____
_____(L. S.)
Notary Public, S. C.

Recorded October 12th, 1954, at 4:52 P.M. #23306

EXHIBIT F

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s), heirs or successors and assigns, forever, 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, so that neither the Grantor nor its successors or assigns, nor any other person or persons claiming under it or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever;

AND, the Grantor(s) do(es) hereby bind the Grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee(s) and Grantee's(s) heirs or successors and against every person owning, holding or claiming by, through or under Grantor.

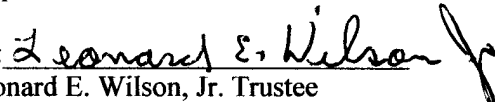
IN TRUST, that said premises shall be used, kept and maintained as a place of divine worship of the United Methodist Ministry and Members of The United Methodist Church; subject to the **Discipline**, usage, and Ministerial Appointments of said Church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the GRANTEE herein, and the Grantor reserves no right or interest in said premises.


WITNESS the grantor's(s) hand(s) and seal(s) this 30th day of December, 2015.

SIGNED, sealed and delivered in the presence of:

Simpsonville United Methodist Church


witness # 1

BY: 
Leonard E. Wilson, Jr. Trustee


witness # 2

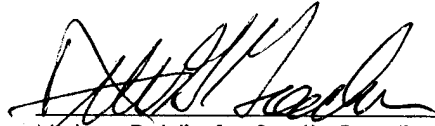
BY: _____

WE HAVE NOT EXAMINED THE
COURTHOUSE RECORDS NOR IS
THIS TITLE CERTIFIED. ~~_____~~

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30th day of December, 2015, by Leonard E. Wilson, Jr., Trustee of Simpsonville United Methodist Church.



Notary Public for South Carolina
My Commission Expires: 8/1/16

****EXHIBIT -A- **** Description for 201 SE Main Street , Simpsonville, SC 29681

ALL that certain piece, parcel or lot of land situated, lying and being in the State of South Carolina, County of Greenville, being shown and designated as 1.804 acres, more or less, as shown on a survey dated July 20, 1999, entitled "Survey for Simpsonville United Methodist Church", recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 41-H, at Page 61, and having such metes and bounds as shown thereon.

THIS being the same property conveyed to SIMPSONVILLE UNITED METHODIST CHURCH by Deed from Polly J. Tate dated November 1, 1999 and recorded in the Register of Deeds Office for Greenville County, SC in Deed Book 1882, Page 348 on December 1, 1999.

2016006394 DE BK 2481 PG 2675 (LAST PAGE) - AUDITOR'S ENDORSEMENT



EXHIBIT G

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s), heirs or successors and assigns, forever, 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, so that neither the Grantor nor its successors or assigns, nor any other person or persons claiming under it or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever;

AND, the Grantor(s) do(es) hereby bind the Grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee(s) and Grantee's(s) heirs or successors and against every person owning, holding or claiming by, through or under Grantor.


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. This provision is solely for the benefit of the GRANTEE herein, and the Grantor reserves no right or interest in said premises.

WITNESS the grantor's(s) hand(s) and seal(s) this 30th day of December, 2015.

SIGNED, sealed and delivered in the presence of:

Simpsonville United Methodist Church



BY: 
Leonard E. Wilson, Jr. Trustee

witness # 1

BY: _____

witness # 2

WE HAVE NOT EXAMINED THE
COURTHOUSE RECORDS NOR IS
THIS TITLE CERTIFIED.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30th day of December, 2015, by Leonard E. Wilson, Jr., Trustee of Simpsonville United Methodist Church.



Notary Public for South Carolina

My Commission Expires: 8/1/14

****EXHIBIT -A- **** Description for 403 Hillpine Drive, Simpsonville, SC 29681


ALL that certain piece, parcel or lot of land, with improvements thereon, situated, lying and being in the State of South Carolina, County of Greenville, City of Simpsonville, being known and designated as Lot 339, "POINSETTIA", Section V, as shown on the Plat thereof, recorded in the Register of Deeds Office for Greenville County, SC in Plat Book 5-P, at Page 34. Reference is hereby made to said plat for a more complete description by metes and bounds.

THIS being the same property conveyed to SIMPSONVILLE UNITED METHODIST CHURCH by Deed from Robert W. Elmore and Linda C. Elmore dated February 1, 1990 and recorded in the Register of Deeds Office for Greenville County, SC in Deed Book 1387, Page 518 on February 1, 1990.



EXHIBIT H

**Andrew G. Goodson
703 N. Main St
Fountain Inn, SC 29644**

 **2016006393**
QCD Book: DE 2481 Page: 2668 - 2671 4 Pgs
February 2, 2016 11:04:45 AM Cons: \$10.00
Rec: \$10.00 Cnty Tax: EXEMPT State Tax: EXEMPT
FILED IN GREENVILLE COUNTY, SC *Timothy J. Harvey*

GRANTEES ADDRESS:

**215 S. E. Main Street
Simpsonville, SC 29681**

**STATE OF SOUTH CAROLINA)
) QUITCLAIM DEED
COUNTY OF GREENVILLE) NO TITLE SEARCH BY PREPARER**

WHEREAS, Simpsonville United Methodist Church fka Trustees of Simpsonville M. E. Church, South, Simpsonville, SC, desires to update title to its real property to include a trust clause pursuant to The Book of Discipline of the United Methodist Church, the book of law of the religious denomination known as The United Methodist Church;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Simpsonville United Methodist Church, hereinafter called "Grantor", in consideration of--TEN DOLLARS AND NO/100--(\$10.00), to the Grantor in hand paid at and before the sealing of these presents by the Grantee hereinafter named, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, released, and forever quitclaimed, and by these presents does grant, bargain, sell, release, and forever quitclaim unto;

SIMPSONVILLE UNITED METHODIST CHURCH, its successors and assigns, hereinafter called the "Grantee", subject to the trust clause set forth hereinbelow, all of its rights, title and interest in and to the property described in "Exhibit A" attached hereto.

**** See attached Exhibit "A" ****

Tax Map #: 0321.00-02-001.00

THIS CONVEYANCE IS SUBJECT TO ANY EASEMENTS, RIGHT-OF-WAYS, RESTRICTIONS, RESERVATIONS, OR ZONING ORDINANCES THAT MAY APPEAR OF RECORD, ON THE RECORDED PLAT(S), OR ON THE PREMISES.

**WE HAVE NOT EXAMINED THE
COURTHOUSE RECORDS NOR IS
THIS TITLE CERTIFIED.**

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s), heirs or successors and assigns, forever, 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, so that neither the Grantor nor its successors or assigns, nor any other person or persons claiming under it or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever;

AND, the Grantor(s) do(es) hereby bind the Grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee(s) and Grantee's(s) heirs or successors and against every person owning, holding or claiming by, through or under Grantor.

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. This provision is solely for the benefit of the GRANTEE herein, and the Grantor reserves no right or interest in said premises.

WITNESS the grantor's(s) hand(s) and seal(s) this 30 day of DECEMBER, 2015.

SIGNED, sealed and delivered in the presence of:

Simpsonville United Methodist Church

Shirley A. Caulder
witness # 1

BY: Leonard E. Wilson, Jr.
Leonard E. Wilson, Jr. Trustee

[Signature]
witness # 2


BY: _____

WE HAVE NOT EXAMINED THE
COURTHOUSE RECORDS NOR IS
THIS TITLE CERTIFIED. ~~XXXXXX~~

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30 day of DECEMBER, 2015, by Leonard E. Wilson, Jr., Trustee of Simpsonville United Methodist Church.



Notary Public for South Carolina
My Commission Expires: 8/1/18

****EXHIBIT -A- **** Crisp Street , Simpsonville, SC 29681

ALL those certain pieces, parcels, lots or tracts of land situated, lying and being in Austin Township, Greenville County, State of South Carolina, in the Town of Simpsonville, and being known and designated as Lot No's. Six (6), Seven (7) and Eight (8) in Block "13" and fronting on Main Street 150 ft. and running through 210 to N. Street, the above lots being those fully shown on a plat made by W. A. Adams, Surveyor, November 22, 1916 and recorded in the R. M. C. Office for said County and State in Plat Book "E", at Page 15; these being the same Three (3) lots of land conveyed to me by F. C. Todd by deed dated 29th day of November 1916, and recorded in the R. M. C. Office for Greenville County, in the State of South Carolina, in Volume # 41, of Deeds at Page 463, to which reference is hereby made.

THIS being the same property conveyed to Trustees of Simpsonville M. E. Church, South, Simpsonville, SC, nka SIMPSONVILLE UNITED METHODIST CHURCH by Deed from H. H. Griffin dated July 10, 1917 and recorded in the R.M.C Office for Greenville County, SC in Deed Book 52, Page 124 on July 30, 1917.

2016006393 DE BK 2481 PG 2671 (LAST PAGE) - AUDITOR'S ENDORSEMENT



EXHIBIT I

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s), heirs or successors and assigns, forever, 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, so that neither the Grantor nor its successors or assigns, nor any other person or persons claiming under it or them, shall at any time hereafter, by any ways or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever;

AND, the Grantor(s) do(es) hereby bind the Grantor's(s) heirs or successors, executors and administrators to warrant and forever defend all and singular said premises unto the Grantee(s) and Grantee's(s) heirs or successors and against every person owning, holding or claiming by, through or under Grantor.

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. This provision is solely for the benefit of the GRANTEE herein, and the Grantor reserves no right or interest in said premises.

THIS being the same property conveyed to Simpsonville United Methodist Church by Deed from Paul Gerald Jones dated March 9, 1979 and being recorded in the RMC Office for Greenville County, SC in Deed Book 1098, Page 267 on March 13, 1979.

WITNESS the grantor's(s) hand(s) and seal(s) this 30th day of December, 2015.

SIGNED, sealed and delivered in the presence of:

Simpsonville United Methodist Church

Whisper J. Caulder
witness # 1

BY: Leonard E. Wilson, Jr.
Leonard E. Wilson, Jr. Trustee

[Signature]
witness # 2

BY: _____

WE HAVE NOT EXAMINED THE
COURTHOUSE RECORDS NOR IS
THIS TITLE CERTIFIED.

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30th day of December, 2015, by Leonard E. Wilson, Jr., Trustee of Simpsonville United Methodist Church.



Notary Public for South Carolina

My Commission Expires: 8/11/14

****EXHIBIT -A- **** Description for 205 S. Main St. - Hedge Street , Simpsonville, SC 29681

ALL that piece, parcel or lot of land in Austin Township, Greenville County, State of South Carolina, in the Town of Simpsonville, bounded by lands, now or formerly, of Paul G. Jones on the North and land, now or formerly, known as the Nash land on the South, said lot located at No. 205 S. Main Street, Simpsonville, SC, and described as follows:

BEGINNING at a pin on the corner of the said lot, adjoining the Nash land on S. Main Street and running generally E. 200 feet to the corner of the Nash land at Hedge Street; thence running 115 feet generally North to corner adjoining the land of Paul G. Jones; thence 200 feet generally West to the front corner of Paul G. Jones land on S. Main Street; thence 115 feet generally South to the beginning corner, and being the identical property conveyed to Paul Gerald Jones by Deed of Paul G. Jones, recorded in the RMC Office for Greenville County, SC in Deed Book 621, Page 373 on April 14, 1959.

ALSO; ALL that piece, parcel or lot of land in Austin Township, State and County aforesaid, in the Town of Simpsonville, being a lot fronting on Hedge Street, with frontage of 115.5 feet, and a back lot line of approximately 115 feet, which lot also backs up to and shares rear property line with the above described 205 S. Main Street property. Said lot on Hedge Street being one of the lots inherited by the said Paul Gerald Jones from the Estate of Paul Goodwin Jones, as can be seen in Apartment 1085, File 14, in the Greenville County Probate Court Office.

The above properties are now shown on the Block Book records of Greenville County, SC as one lot, fronting on S. Main Street and continuing through to Hedge Street.

THIS being the same property conveyed to SIMPSONVILLE UNITED METHODIST CHURCH by Deed from Paul Gerald Jones dated March 9, 1979 and recorded in the RMC Office for Greenville County, SC in Deed Book 1098, Page 267 on March 13, 1979.

RECORDED IN DEED BOOK 1098 PAGE 267
MARCH 13 1979
RMC OFFICE FOR GREENVILLE COUNTY, SC



EXHIBIT J

Resolution
Simpsonville United Methodist Church
Church Council

Whereas, the Church Council of the Simpsonville United Methodist Church (the “church”) recently became aware that Greenville County property records indicate that on December 30, 2015, a church trustee purported to execute quitclaim deeds on four parcels of land owned by the church, which deeds were filed with the Greenville County Register of Deeds on February 2, 2016;¹ and

Whereas, the four quitclaim deeds purported to re-deed the four properties from the church to the church for supposed consideration of \$10 for the purpose of inserting a trust clause into the deeds purporting to convert the property into trust corpus held for the benefit of third parties; and

Whereas, the church is a nonprofit corporation organized, registered, and operating under the laws of the State of South Carolina; and

Whereas, the South Carolina Nonprofit Corporation Act, the church’s Restated and Amended Articles and Bylaws, and the ecclesiastical doctrines of the denomination with which the church was affiliated in 2015 and 2016 all speak with one voice: the church’s Church Council, as the directors of the nonprofit corporation, is the sole body with the authority to authorize, permit, or direct the transfer, conveyance, disposition, or alteration of the legal status of or encumbrances on real property owned by the church; and

Whereas, the Church Council did not authorize the quitclaim deeds described above nor did the Church Council authorize the purported imposition the trust clauses contained in them; and

Whereas, because the four property transactions described above were made and recorded without the authorization or knowledge of the Church Council and were performed by one who lacked the authority to make and record those transfers legally, those transactions and the recording of them were, in the words of the law, fraudulent or induced by fraud or constituted fraudulent conveyances; and

Whereas, South Carolina law expressly states that a “trust is voidable to the extent its creation was induced by fraud” (S.C. Code Ann. § 62-7-406); and

¹ The properties are 201 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.00); 205 S. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.01); Crisp Street, Simpsonville, SC (tax map no. 0321.00-02-002.00); 403 Hillpine Drive, Simpsonville, SC (tax map no. 0318.02-01-115.00). The deeds at issue are the Quitclaim Deeds by and between Simpsonville United Methodist Church and Simpsonville United Methodist Church dated Dec. 30, 2015 and recorded on Feb. 2, 2016 in the office of the Register of Deeds for Greenville County, South Carolina at, respectively, Deed Book 2481 at Page 2672, Deed Book 2481 at Page 2680, Deed Book 2481 at Page 2668, and Deed Book 2481 at Page 2676.

No quitclaim deed was prepared or filed for the property on which the church building primarily rests, located at 215 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-003.00), and that property deed does not and has never contained any language purporting to establish any trust interest in favor of the United Methodist Church denomination or its members.

Whereas, South Carolina law expressly states that “[u]nless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend the trust” (S.C. Code Ann. § 62-7-602); and

Whereas, the trust clauses contained in the quitclaim deeds described above do not expressly state that they are or purport to create irrevocable trusts; and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes (though not here) knowingly, intentionally, and with proper authority included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is intended to preserve and protect the historic, traditional religious doctrines that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is effective only insofar as the doctrines and beliefs contained in the *Discipline* and espoused by the denomination are the authentic, historic, traditional Methodist doctrines and beliefs that have historically been held by Methodists and are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously stated by resolution that the church’s adherence to and affirmation of the United Methodist Church’s *Book of Discipline* was contingent upon the doctrines and beliefs contained therein and espoused by that denomination aligning with the authentic Methodist doctrines and beliefs that have historically been held by Methodists and that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, some of the doctrines and beliefs that have lately been espoused by the United Methodist Church, including its interpretation and weaponization of the sections of the *Discipline* discussing trust clauses, have diverged and departed from the authentic Methodist doctrines and beliefs that have historically been held by Methodists in keeping with the teachings and sermons of John Wesley;

Now therefore be it resolved that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that the unauthorized conveyances of the church’s real property dated December 31, 2015 and recorded February 2, 2016, were fraudulent and/or induced by fraud and, therefore, are voidable, and further declare that said conveyances are hereby rescinded, retracted, revoked, and declared to be void, effective June 4, 2024;

Be it further resolved that that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that to the extent the conveyances described in the preceding paragraph were effective in creating trusts (which, as explained above, is false), those trusts are revocable and are hereby revoked, effective June 4, 2024.

DONE in Regular Meeting duly assembled this 3rd day of June 2024.

[Signatures attached]

Resolution of the Church Council
Simpsonville United Methodist Church
June 3, 2024
Page 3 of 3

SIGNATURE OF CHURCH COUNCIL CHAIR:

Heidi Meek Medlin
Heidi Meek Medlin

SIGNATURE OF CHURCH COUNCIL VICE-CHAIR:

Chris Doyle
Chris Doyle

SIGNATURE OF CHURCH TRUSTEES CHAIR

Jim Bouchillon
Jim Bouchillon

ATTEST:

Connie Martin
Connie Martin
Church Council Secretary



Susan M Burton
Commission Expires: 2/8/2028

EXHIBIT K

Resolution
Simpsonville United Methodist Church
Church Council

Whereas, Simpsonville United Methodist Church (the “church”) is a nonprofit corporation organized, registered, and operating under the laws of the State of South Carolina; and

Whereas, the Church Council, as the directors of the nonprofit corporation, voted on December 6, 2022 to pursue disaffiliation from the United Methodist Church denomination (the “UMC denomination”); and

Whereas, the attending congregation of the church voted overwhelmingly on March 26, 2023 in support of disaffiliation from the UMC denomination; and

Whereas, on March 28, 2023, the Church Council voted again to continue the pursuit of disaffiliation from the UMC denomination; and

Whereas, on September 12, 2023, the Church Council voted unanimously to continue toward disaffiliation from the UMC denomination; and

Whereas, at the General Conference of the United Methodist Church held from April 23 to May 3, 2024, the UMC denomination altered its beliefs, practices, and the *Book of Discipline* in ways that diverge significantly and categorically from historic, traditional Methodist beliefs and doctrines and are not consistent with the teaching and writings of John Wesley;

Now therefore be it resolved that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, acting consistently with the overwhelming vote of the attending congregation, hereby terminates the church’s affiliation with the UMC denomination and severs all legal and formal ties between the church and the UMC denomination, the South Carolina Conference of the United Methodist Church, and any affiliated entity or organization, effective June 4, 2024.

DONE in Regular Meeting duly assembled this 3rd day of June 2024.

SIGNATURE OF CHURCH COUNCIL CHAIR:



Heidi Meek Medlin

6/3/24

SIGNATURE OF CHURCH COUNCIL VICE-CHAIR:



Chris Doyle

ATTEST:



Connie Martin
Church Council Secretary

EXHIBIT L

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT

Pursuant to the provisions of Section 33-31-1005 of the 1976 S.C.Code of Laws, as amended, the applicant delivers to the Secretary of State these articles of amendment:

1. The name of the nonprofit corporation is (must match name on record with Secretary of State):

SIMPSONVILLE UNITED METHODIST CHURCH

2. Date incorporated (must match date on record with Secretary of State): 09/10/1991

3. On 06/03/2024 (date the amendment was decided upon), the following amendment was adopted:

Amended Entity Name: The Methodist Church of Simpsonville

4. By checking this paragraph #4 the applicant represents that (a) approval of the amendment by the members was not required, (b) the amendment was approved by a sufficient vote of the board of directors or the incorporators. (Do not check this paragraph #4 if member vote was required or if the required vote of directors or incorporators was not obtained.

5. If the approval of the members was required to adopt the amendment(s), provide the following information:

Complete one of the following as appropriate:

Designation (classes of membership)	Number of Memberships Outstanding	Number of Votes Entitled to be Cast by each Class	Number of Votes of Each Class Voting	Number of Votes Cast* For -AND- Against	Total Number of undisputed votes cast for approval
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

6. By checking this paragraph #6 the applicant represents that approval of the amendment by some person or persons other than the members, the board, or the incorporators is required pursuant to Section 33-31-1030 of the 1976 S.C. Code of Laws, as amended, and that the approval was obtained. (Do not mark paragraph #6 if either of these statements is not true.)

SIMPSONVILLE UNITED METHODIST CHURCH

Name of Corporation

7. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself:

8. If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #8 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

Date: 06/04/2024

Name of Corporation:

SIMPSONVILLE UNITED METHODIST CHURCH

Signed as Filer: Lindsey Wolfe: (Electronically Signed)

(Signature of Officer)

Heidi Meek Medlin

(Print Name)

Chair

(Position of Officer)

Business Name: Simpsonville United Methodist Church

Signature Page for a Secretary of State Business Filing

This page must be completed, scanned, and attached to any business filing where one of the following is true.

- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

Jerry Gilliam
Name
Donald R. Johns as proxy for Jerry Gilliam
Signature
3 June 2024
Date
Council Member
Title / Position

Rhonda Tallant
Name
Rhonda Tallant
Signature
6/3/2024
Date
Council Member
Title / Position

Kathy Kent
Name
Kathy Kent
Signature
6/3/2024
Date
Council Member
Title / Position

Suzanne Knox
Name
Suzanne Knox
Signature

Date
Council Member
Title / Position

Susan Robinson
Name
Susan Robinson
Signature
6/3/24
Date
Council Member
Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

Business Name: Simpsonville United Methodist Church

Signature Page for a Secretary of State Business Filing





This page must be completed, scanned, and attached to any business filing where one of the following is true.

- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

<u>Craig Brittain</u> Name	<u>6/3/2024</u> Date
 Signature	<u>Council Member</u> Title / Position
<u>Susan Burton</u> Name	<u>6/3/2024</u> Date
 Signature	<u>Council Member</u> Title / Position
<u>Grace Carrowan</u> Name	<u>6-3-2024</u> Date
 Signature	<u>Council Member</u> Title / Position
<u>Laura Cochran</u> Name	<u>6-3-2024</u> Date
 Signature	<u>Council Member</u> Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

Business Name: Simpsonville United Methodist Church

Signature Page for a Secretary of State Business Filing

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- The filing party signs the digital form on behalf of official signee.
- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

Official Signatures

(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

Delores Jones
Name
Delores Jones
Signature
6-3-24
Date
Bereavement Ministry Committee Representative
Title / Position

Mason Garrett
Name
[Signature]
Signature
06-03-24
Date
Young Adult Committee Representative
Title / Position

Mitch Garrett
Name
[Signature]
Signature
[Blank]
Date
Young Adult Committee Representative
Title / Position

Mase Garrett
Name
[Signature]
Signature
6/3/2024
Date
Lay Leader
Title / Position

Bob Scott
Name
[Signature]
Signature
6-3-24
Date
Lay Leader
Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
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Business Name: Simpsonville United Methodist Church

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<u>Tip Jones</u> Name	<u>6-3-2024</u> Date
<u>William T (Tip) Jones</u> Signature	<u>Staff Parish Representative</u> Title / Position
<u>Jane Cianciolo</u> Name	<u>6-3-24</u> Date
<u>Heidi Medlin for Jane Cianciolo</u> Signature	<u>Sunday School and Path Forward Committee Representative</u> Title / Position
<u>Mark Cochran</u> Name	<u>6/3/24</u> Date
<u>Mark Cochran</u> Signature	<u>Past Council Chair</u> Title / Position
<u>Connie Martin</u> Name	<u>June 3, 2024</u> Date
<u>Connie Martin</u> Signature	<u>Council Secretary</u> Title / Position
<u>Garner Martin</u> Name	<u>06/03/2024</u> Date
<u>Garner J. Martin</u> Signature	<u>Council Member</u> Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
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Business Name: Simpsonville United Methodist Church

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Heidi Medlin
Name _____

Signature _____
Date 6-3-24
Council Chair
Title / Position _____

Chris Doyle
Name _____

Signature _____
Date 6-3-2024
Council Vice Chair and Outreach Chair
Title / Position _____

Jim Bouchillon
Name _____

Signature _____
Date 6-3-2024
Trustees Representative
Title / Position _____

John Medlin
Name _____

Signature _____
Date Jun 3, 2024
Council Member
Title / Position _____

Gerald Johnson
Name _____

Signature _____
Date June 3, 2024
Finance Representative
Title / Position _____

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File must be PDF format.

Business Name: Simpsonville United Methodist Church

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(Officer, Incorporator, Director, Agent, Partner, etc)

Required for forms where the signee is not present upon online submission and a filing party is providing a digital signing on their behalf. If the provided space is not enough, please attach multiple pages.

Brenda Scott
Name
Brenda Scott
Signature

Date
6-3-24
Council Member
Title / Position

Lee Hamm
Name
Lee Hamm
Signature

Date
6/3/24
Past Council Chair
Title / Position

Rick Pearson
Name
Rick Pearson
Signature

Date
6-3-24
Council Member
Title / Position

Ritch O'Kelly
Name
Ritch O'Kelly
Signature

Date
6-3-24
Permanent Endowment Representative
Title / Position

Name

Signature

Date

Title / Position

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Business Name: Simpsonville United Methodist Church

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Official Signatures

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Nancy Hamm
Name

6/3/24
Date

Nancy Hamm
Signature

Worship Committee Representative
Title / Position

Mary Brittain
Name

6/3/24
Date

Mary Brittain
Signature

Weekday School Board Representative
Title / Position

Walter Knight
Name

6/3/24
Date

Walter Knight
Signature

Safety Committee Representative
Title / Position

Samantha Lyon
Name

Date

Signature

Epworth Committee Representative
Title / Position

Bill MacIntosh
Name

June 3, 2024
Date

Bill MacIntosh
Signature

Audit Committee Representative
Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
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EXHIBIT M

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NOTICE OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH
OF A NONPROFIT CORPORATION

Pursuant to Sections 33-31-502 and 33-31-1508 of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information:

1. The name of the corporation is:

The Methodist Church of Simpsonville

(must match name on record with the Secretary of State)

2. The corporation is (complete either "a" or "b", whichever is applicable):

a. A domestic nonprofit corporation incorporated in South Carolina on 09/10/1991 (must match date on record with the Secretary of State); or

b. A foreign nonprofit corporation incorporated in _____ on _____ and authorized to do business in South Carolina on _____ (must match date on record with the Secretary of State).

3. The street address of the registered office currently on file in South Carolina is:

215 SOUTH EAST MAIN ST

(Street Address)

Simpsonville, South Carolina 29681

(City, State, Zip Code)

4. If current registered office is to be changed, the **new** street address will be:

(Street Address)

(City, State, Zip Code)

5. The name of the registered agent currently on file in South Carolina is:

Ritch O'Kelly

(Name)

6. If the current registered agent is to be changed, the name of the **new** registered agent is:

Lynn Thompson

(Name)

The Methodist Church of Simpsonville

Name of Corporation

*I hereby consent to the appointment as registered agent of the corporation.

Signed as Filer: Lindsey Wolfe: (Electronically Signed)

(Signature of New Registered Agent)

*Pursuant to Sections 33-31-502(5) and 33-31-1508(5) of the 1976 S.C. Code of Laws, as amended, the written consent of the registered agent may be attached to this form.

7. The street addresses of the registered office and of the office of the registered agent, as changed, will be identical.

Date: 06/04/2024

Name of Corporation:

The Methodist Church of Simpsonville

Signed as Filer: Lindsey Wolfe: (Electronically Signed)

(Signature of Officer)

Heidi Meek Medlin

(Type or Print Name)

Chair

(Position of Officer)

EXHIBIT N

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Filing ID: 240604-1424568

Filing Date: 06/04/2024

Jun 04 2024
REFERENCE ID: 1637109

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESTATED ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Pursuant to the provisions of the 1976 S.C. Code of Laws, as amended, Section 33-31-1006, the applicant delivers to the Secretary of State these restated articles of incorporation.

1. The current name of the corporation is:

The Methodist Church of Simpsonville

2. If the name of the corporation has ever been changed, list all of its former names.

SIMPSONVILLE UNITED METHODIST CHURCH

3. Date incorporated: 09/10/1991

4. Check "a", "b", or "c" whichever is applicable. Check only one box:

- a. The nonprofit corporation is a public benefit corporation.
- b. The nonprofit corporation is a religious corporation.
- c. The nonprofit corporation is a mutual benefit corporation.

5. Check "a" or "b", whichever is applicable:

- a. This corporation will have members.
- b. This corporation will not have members.

6. The address of the principal office of the nonprofit corporation is:
215 SE Main Street

(Street Address)

Simpsonville, South Carolina 29681

(City, State, Zip Code)

7. If this nonprofit corporation is either a **public benefit** or **religious corporation**, complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation. **If you are going to apply for 501(c)(3) status, you must complete section "a".**

- a. Upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such asset not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

JUN 05 2024
DATE
CERTIFIED TO BE A TRUE AND CORRECT COPY
OF DOCUMENT ON FILE IN THIS OFFICE
Trinity J. Hanney
REGISTER OF DEEDS, GREENVILLE COUNTY

Form Revised by South Carolina Secretary of State, August 2016
F0104

2024032338
ART/INC Book: DE 2721 Page: 1558 - 1573 16 Pgs
June 5, 2024 09:17:34 AM
Rec: \$10.00

SC Secretary of State
Mark Hammond

FILED IN GREENVILLE COUNTY, SC *Trinity J. Hanney*

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Jun 04 2024

REFERENCE ID: 1637109


SECRETARY OF STATE OF SOUTH CAROLINA

The Methodist Church of Simpsonville

Name of Corporation

- If you choose to name a specific 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

OR

- b. If the dissolved corporation is not described in Section 501(c)(3) of the Internal Revenue Code, upon dissolution of the corporation, the assets shall be distributed to one or more public benefit or religious corporations or to one or more of the entities described in (a) above.
- If you chose to name a specific public benefit corporation, religious corporation or 501(c)(3) entity to which the assets should be distributed, please indicate the name of the selected entity.

8. If the corporation is mutual benefit corporation, complete either "a" or "b", whichever is applicable, to describe how the remaining assets of the corporation will be distributed upon dissolution of the corporation.
- a. Upon dissolution of the mutual benefit corporation, the remaining assets shall be distributed to its members, or if it has no members, to those persons to whom the corporation holds itself out as benefiting or serving.
- b. Upon dissolution of the mutual benefit corporation, the remaining assets, consistent with the law, shall be distributed to:

9. If this corporation is converting from either a public benefit or religious corporation into a mutual benefit corporation, mark this paragraph #9 which certifies that a notice, including a copy of the proposed amendment, was delivered to the South Carolina Attorney General at least twenty days before the consummation of the amendment.

10. The optional provisions which the corporation elects to include in the restated articles of incorporation are as follows [See S.C. code of Laws §33-31-202(c)].

See attached.

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Jun 04 2024
REFERENCE ID: 1637109

The Methodist Church of Simpsonville

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Name of Corporation

11. Each director of the nonprofit corporation must sign the restated articles of incorporation.

See attached

(Name)

Signed as Filer: Lindsey Wolfe: (Electronically Signed)

(Signature of Director)

(Name)

(Signature of Director)

(Name)

(Signature of Director)

Certificate Accompanying the Restated Articles of Incorporation

12. Check either box A or B.

a. The attached restated articles of incorporation do not contain any amendments to the corporation's articles of incorporation. The restated articles have been approved by the board of directors or members as required.

b. The attached restated articles of incorporation contain one or more amendments to the corporation's articles of incorporation and the amendments have been approved as required (Check Box I, II or III below depending on the type of approval that was required.)

i. By checking this paragraph, the applicant represents that (a) approval of the amendment by the members was not required and (b) the amendment was approved by a sufficient vote of the board of directors. (Do not check this paragraph if member vote was required or if the required vote of directors was not obtained.)

ii. By checking this paragraph, the applicant represents that the approval of the members was required to adopt the amendment(s). If you check box ii you must complete the information below.

Complete one of the following as appropriate:

Designation (Classes of Membership)	Number of Memberships Outstanding	Number of Votes Entitled to be Cast by Each Class	Number of Votes of Each Class Voting	Number of Votes Cast* For -AND- Against	Total Number of Undisputed Votes Cast for Approval

Form Revised by South Carolina Secretary of State, August 2016
F0104

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REFERENCE ID: 1637109


SECRETARY OF STATE OF SOUTH CAROLINA

The Methodist Church of Simpsonville

Name of Corporation

- iii. By checking this paragraph, the applicant represents the approval of the restatement by some person or persons other than the members, the board, or the incorporators is required pursuant to S.C. Code of Laws §33-31-1030, and that the approval was obtained. **(Do not mark paragraph III if neither of these statements is true).**

Specify (a) the text of every amendment adopted and (b) the date each amendment was adopted. Please attach additional pages if the space on this form is not sufficient.

The date the amendment was adopted: _____

13. If the amendment provides for an exchange, reclassification, or cancellation of memberships, provisions for implementing the amendment must be set forth here if provisions are not contained in the amendment itself:

14. Unless a delayed date is specified, this application shall be filed upon acceptance for filing by the Secretary of State [See Section 33-31-123(b) of the 1976 S.C. Code of Laws, as amended]. 09/10/1991

Date 06/04/2024

Name of Corporation:

The Methodist Church of Simpsonville

Signed as Filer: Lindsey Wolfe: (Electronically Signed)

(Signature of Officer)

Heidi Meek Medlin

(Type or Print Name)

Chair

(Office)

Form Revised by South Carolina Secretary of State, August 2016
F0104

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Jun 04 2024

REFERENCE ID: 1637109

AMENDED AND RESTATED ARTICLES OF INCORPORATION

Pursuant to S.C. Code of Laws Section 33-31-101 et seq. of the 1976 S.C. Code of Laws, as amended, the undersigned corporation submits the following information:


SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLE I

Name: The name of the corporation shall be: The Methodist Church of Simpsonville.

ARTICLE II

Registered Agent: The name and address of the Registered Agent is: Lynn Thompson.

I hereby consent to the appointment as registered agent for the corporation.


Signature of Registered Agent

ARTICLE III

Purpose: The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE IV

The nonprofit is a religious corporation.

Directors. The corporation shall be governed by its directors as that term is used and defined in the South Carolina Nonprofit Corporation Act. The nonprofit corporation's Board of Directors and the individual directors who comprise it may be and historically have been referred to internally as the Church Council and Councilmembers. Consistent with the South Carolina Nonprofit Corporation Act, the Board of Directors is vested with all responsibility, authority, rights, and privileges to govern and control the nonprofit corporation and its assets, including by the adoption of bylaws to govern the selection and term of directors and the purpose, beliefs, and operations of the religious corporation.

Members. The corporation does not and will not have members as that term is used and defined in the South Carolina Nonprofit Corporation Act. To the extent that the nonprofit corporation's congregants or communicants have been or are colloquially referred to as "church members," such individuals do not have and have never had the responsibilities, authorities, rights, or privileges of members as that term is used and defined in the South Carolina Nonprofit Corporation Act.

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ORIGINAL ON FILE IN THIS OFFICE
Amended and Restated Articles of Incorporation
The Methodist Church of Simpsonville
JUNE 3, 2024
REF ID: A2437109
Page 7 of 4 (including signature pages)


SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLE V

Principal office and mailing address: The principal office address of the corporation as well as its mailing address shall be: 215 SE Main St, Simpsonville, SC 29681.

ARTICLE VI

Dissolution: Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government.

ARTICLE VII

Non-Inurement: No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose statement. No substantial part of the activities of the corporation shall be the carrying on of propaganda, otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

These Amended and Restated Articles of Incorporation adopted by vote of the directors held on June 3, 2024 pursuant to and in compliance with the South Carolina Nonprofit Corporation Act, and are filed and effective June 4, 2024.

[Signature pages attached]

June 3, 2024

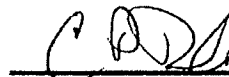
Jun 04 2024

Page 3 of 4 (including signature pages)

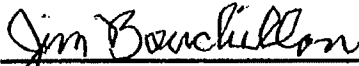
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SECRETARY OF STATE OF SOUTH CAROLINA

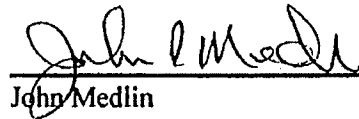

Council Chair



Chris Doyle*, Council Vice Chair and
Outreach Chair



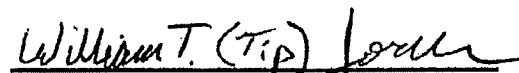
Jim Bouchillon*, Trustees



John Medlin



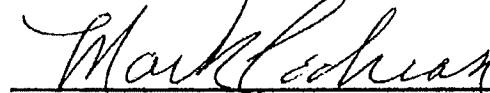
Gerald Johnson*, Finance



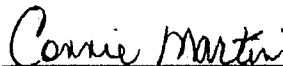
Tip Jones*, Staff Parish



Jane Cianciolo*, Sunday School and Path
Forward Committee



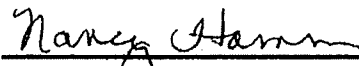
Mark Cochran*, Past Council Chair



Connie Martin, Council Secretary



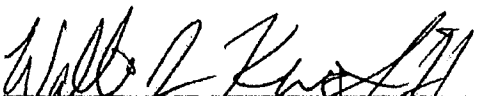
Garner Martin



Nancy Hamm, Worship



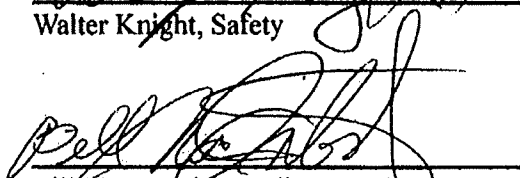
Mary Brittain*, Weekday School Board



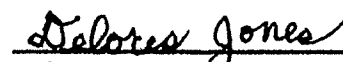
Walter Knight, Safety

NOT IN ATTENDANCE

Samantha Lyon, Epworth



Bill MacIntosh*, Audit Committee



Delores Jones, Bereavement Ministry



Mason Garrett, Young Adult
Representative

NOT IN ATTENDANCE

Mitch Garrett, Young Adult Representative

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Amended and Restated Articles of Incorporation
The Methodist Church of Simpsonville


June 3, 2024
Page 4 of 4 (including signature pages)



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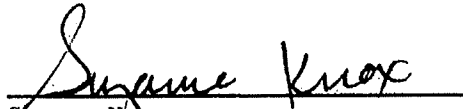

Mase Garrett*, Lay Leader

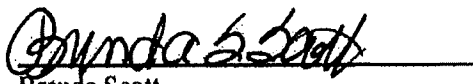

Rick Pearson



Susan Burton

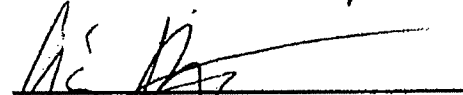

Laura Cochran



Rhonda Tallant

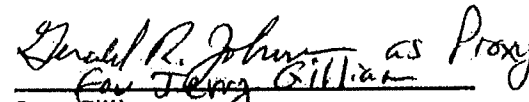

Suzanne Knox


Brenda Scott

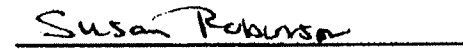

Bob Scott*, Lay Leader

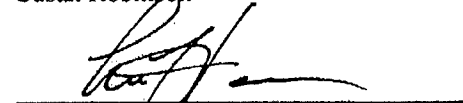

Craig Brittain

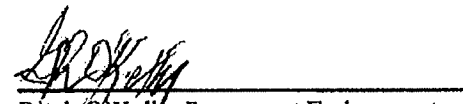

Grace Carrowan


Jerry Gilliam


Kathy Kent


Susan Robinsen


Lee Hamm, Past Council Chair


Ritch O'Kelly, Permanent Endowment

*Executive Committee members

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Business Name: The Methodist Church of Simpsonville

Jun 04 2024

REFERENCE ID: 1637109

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

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- An attorney's signature is required. (Articles of Incorporation for Corporation and Benefit Corporation)

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(Officer, Incorporator, Director, Agent, Partner, etc)

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Jerry Gilliam

Name

Dwight R. Gilman as proxy for Jerry Gilliam
Signature

3 June 2024
Date

Council Member
Title / Position

Rhonda Tallant

Name

Rhonda Tallant
Signature

6/3/2024
Date

Council Member
Title / Position

Kathy Kent

Name

Kathy Kent
Signature

6/3/2024
Date

Council Member
Title / Position

Suzanne Knox

Name

Suzanne Knox
Signature

Date

Council Member
Title / Position

Susan Robinson

Name

Susan Robinson
Signature

6/3/24
Date

Council Member
Title / Position

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Business Name: The Methodist Church of Simpsonville

Jun 04 2024

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SECRETARY OF STATE OF SOUTH CAROLINA

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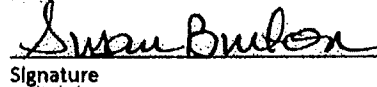
Official Signatures

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Craig Brittain
Name

Signature

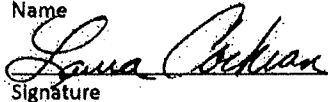
6/3/2024
Date
Council Member
Title / Position

Susan Burton
Name

Signature

6/3/2024
Date
Council Member
Title / Position

Grace Carrowan
Name

Signature

6-3-2024
Date
Council Member
Title / Position

Laura Cochran
Name

Signature

6-3-2024
Date
Council Member
Title / Position

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Business Name: The Methodist Church of Simpsonville

Jun 04 2024

REFERENCE ID: 1637109


SECRETARY OF STATE OF SOUTH CAROLINA

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<u>Delores Jones</u> Name	<u>6-3-24</u> Date
<u></u> Signature	<u>Bereavement Ministry Committee Representative</u> Title / Position
<u>Mason Garrett</u> Name	<u>06-03-24</u> Date
<u></u> Signature	<u>Young Adult Committee Representative</u> Title / Position
<u>Mitch Garrett</u> Name	 Date
 Signature	<u>Young Adult Committee Representative</u> Title / Position
<u>Mase Garrett</u> Name	<u>6/3/2024</u> Date
<u></u> Signature	<u>Lay Leader</u> Title / Position
<u>Bob Scott</u> Name	<u>6-3-24</u> Date
<u></u> Signature	<u>Lay Leader</u> Title / Position

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<u>Tip Jones</u> Name	<u>6-3-2024</u> Date
<u>William T (Tip) Jones</u> Signature	<u>Staff Parish Representative</u> Title / Position
<u>Jane Ciandolo</u> Name	<u>6-3-24</u> Date
<u>Heidi Medlin for Jane Ciandolo</u> Signature	<u>Sunday School and Path Forward Committee Representative</u> Title / Position
<u>Mark Cochran</u> Name	<u>6/3/24</u> Date
<u>Mark Cochran</u> Signature	<u>Past Council Chair</u> Title / Position
<u>Connie Martin</u> Name	<u>June 3, 2024</u> Date
<u>Connie Martin</u> Signature	<u>Council Secretary</u> Title / Position
<u>Garner Martin</u> Name	<u>06/03/2024</u> Date
<u>Garner J. Martin</u> Signature	<u>Council Member</u> Title / Position

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Heidi Medlin

Name


Signature

6-3-24

Date

Council Chair

Title / Position

Chris Doyle

Name


Signature

6-3-2024


Date

Council Vice Chair and Outreach Chair

Title / Position

Jim Bouchillon

Name


Signature

6-3-2024

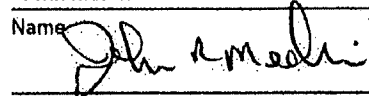
Date

Trustees Representative

Title / Position

John Medlin

Name


Signature

June 3, 2024

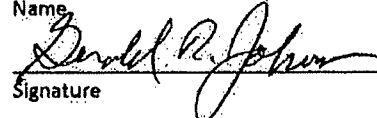
Date

Council Member

Title / Position

Gerald Johnson

Name


Signature

June 3, 2024

Date

Finance Representative

Title / Position

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Brenda Scott
Name

Signature

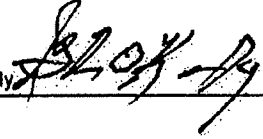
Date
Council Member 6-3-24
Title / Position

Lee Hamm
Name

Signature

6/3/24
Date
Past Council Chair
Title / Position

Rick Pearson
Name

Signature

6-3-24
Date
Council Member
Title / Position

Ritch O'Kelly
Name

Signature

6-3-24
Date
Permanent Endowment Representative
Title / Position

Name

Signature

Date

Title / Position

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Nancy Hamm
Name

6/3/24
Date

Nancy Hamm
Signature

Worship Committee Representative
Title / Position

Mary Brittain
Name

6/3/24
Date

Mary Brittain
Signature

Weekday School Board Representative
Title / Position

Walter Knight
Name

6/3/24
Date

Walter Knight
Signature

Safety Committee Representative
Title / Position

Samantha Lyon
Name

Date

Signature

Epworth Committee Representative
Title / Position

Bill MacIntosh
Name

June 3, 2024
Date

Bill MacIntosh
Signature

Audit Committee Representative
Title / Position

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Attachment to Restated Articles

The Methodist Church of Simpsonville

List of Directors

Heidi Medlin, Council Chair	Mason Garrett, Young Adult Representative
Chris Doyle, Council Vice Chair and Outreach Chair	Mitch Garrett, Young Adult Representative
Jim Bouchillon, Trustees Representative	Mase Garrett, Lay Leader
John Medlin, Council Representative	Bob Scott, Lay Leader
Gerald Johnson, Finance Representative	Rick Pearson, Council Representative
Tip Jones, Staff Parish Representative	Craig Brittain, Council Representative
Jane Cianciolo, Sunday School and Path Forward Committee Representative	Susan Burton, Council Representative
Mark Cochran, Past Council Chair	Grace Carrowan, Council Representative
Connie Martin, Council Secretary	Laura Cochran, Council Representative
Garner Martin, Council Representative	Jerry Gilliam, Council Representative
Nancy Hamm, Worship Committee Representative	Rhonda Tallant, Council Representative
Mary Brittain, Weekday School Board Representative	Kathy Kent, Council Representative
Walter Knight, Safety Committee Representative	Suzanne Knox, Council Representative
Samantha Lyon, Epworth Committee Representative	Susan Robinson, Council Representative
Bill MacIntosh, Audit Committee Representative	Brenda Scott, Council Representative
Delores Jones, Bereavement Ministry Representative	Lee Hamm, Past Council Chair
	Ritch O'Kelly, Permanent Endowment Representative

Timothy Nanney
Greenville Register of Deeds
301 University Ridge
Suite S-2100
Greenville SC 29601



RECEIPT
Business: 864-467-7240

Receipt Number: 24024152

Paid By: NELSON MULLINS RILEY & SCARBOROUGH LLP

Receipt Date: 06/05/2024 09:17:34 AM

Recorded By: Carol Breth

Payment Type	Amount	Ck# / CC Code
Check	\$30.00	1070063
Total Payments	\$30.00	
Change	\$0.00	

Transaction Fees:

CREDIT CARD SURCHARGE	\$0.00
COPY FEES	\$20.00

InstrumentNumber: 2024032338

Recorded: 06/05/2024 09:17:34 AM

ARTICLES OF INCORPORATION

Book: **2721**

Page: **1558**

Grantor: **METHODIST CHURCH OF SIMPSONVILLE THE**

Recording	\$10.00
Total	\$10.00

Receipt Total	\$30.00
Credit Convenience	\$0.00

EXHIBIT O

BYLAWS
of
The Methodist Church of Simpsonville

ARTICLE 1
NAME AND PURPOSE

- A. Name: This congregation of believers shall be known as The Methodist Church of Simpsonville. The church is incorporated as a nonprofit corporation under the laws of the state of South Carolina.

- B. Purpose: This congregation is organized as a church exclusively for charitable, religious, and educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (IRC) of 1986, for such purposes including, but not limited to, proclaiming the gospel of the Lord Jesus Christ; establishing and maintaining religious worship; educating believers in a manner consistent with the requirements of Holy Scripture, and maintaining missionary activities in the United States and around the world.

ARTICLE 2
STATEMENT OF FAITH

- A. The statement of faith does not exhaust the extent of our faith. The Bible itself is the sole and final source of all that we believe. We do believe, however, that the statement of faith accurately represents the teachings of the Bible and, therefore, is binding upon all congregants, communicants, staff, and volunteers. All literature, whether print or electronic, used in the church shall be in complete agreement with the statement of faith. All activities permitted or performed in any facilities owned, rented, or leased by this church, or engaged in by any member of the church staff (volunteer or paid), and all decisions of the administration of this church shall not conflict with the statement of faith. In all conflicts regarding interpretation of the statement of faith, the pastor and church council, on behalf of the church, have the final authority.

- B. Statement of Faith
 - 1. Belief on Doctrine
 - a. **Of Faith in the Holy Trinity:** There is but one living and true God, everlasting, without body or parts, of infinite power, wisdom, and goodness; the maker and preserver of all thing, both visible and invisible. And in unity of the Godhead there are three persons, of one substance, power, and eternity – the Father, the Son, and the Holy Ghost.

 - b. **Of the Word or Son of God, which was made very Man:** The son, who is the Word of the Father, the very and eternal God, of one substance with the Father, took man's nature in the womb of the blessed Virgin; so that two whole and perfect natures, that is to say, the Godhead and Manhood, were joined together in one person, never to be divided; whereof is one Christ, very God and very Man, who

truly suffered, was crucified, dead, and buried, to reconcile his Father to us, and to be a sacrifice, not only for original guilt, but also for actual sins of men.

- c. **Of the Resurrection of Christ:** Christ did truly rise again from the dead, and took again his body, with all things appertaining to the perfection of man's nature, wherewith he ascended into heaven, and there sitteth until he returns to judge all men at the last day.
- d. **Of the Holy Ghost:** The Holy Ghost, proceeding from the Father and the Son, is one of substance, majesty, and glory, with the Father and the Son, very and eternal God.
- e. **Of the Sufficiency of the Holy Scriptures for Salvation:** The Holy Scripture containeth all things necessary to salvation; so that whatsoever is not read therein, nor may be proved thereby, is not to be required of any man that it should be believed as an article of faith, or be thought requisite or necessary to salvation. In the name of the Holy Scripture we do understand those canonical books of the Old and New Testament of whose authority was never any doubt in the church.
The names of the canonical books are: Genesis, Exodus, Leviticus, Numbers, Deuteronomy, Joshua, Judges, Ruth, The First Book of Samuel, The Second Book of Samuel, The First Book of Kings, The Second Book of Kings, The First Book of Chronicles, The Second Book of Chronicles, The Book of Ezra, The Book of Nehemiah, The Book of Esther, The Book of Job, The Psalms, The Proverbs, Ecclesiastes or the Preacher, Cantica or Songs of Solomon, Four Prophets the Greater, Twelve Prophets the Less. All the books of the New Testament, as they are commonly received, we do receive and account canonical.
- f. **Of the Old Testament:** The Old Testament is not contrary to the New; for both in the Old and New Testament everlasting life is offered to mankind by Christ, who is the only Mediator between God and man, being both God and Man. Wherefore they are not to be heard who feign that the old fathers did look only for transitory promises. Although the law given from God by Moses as touching ceremonies and rites doth not bind Christians, nor ought the civil precepts thereof of necessity be received in any commonwealth; yet notwithstanding, no Christian whatsoever is free from the obedience of the commandments which are called moral.
- g. **Original or Birth Sin:** Original sin standeth not in the following of Adam (as the Pelagians do vainly talk), but it is the corruption of the nature of every man, that naturally is engendered of the offspring of Adam, whereby man is very far gone from original righteousness, and of his own nature inclined to evil, and that continually.
- h. **Of Free Will:** The condition of Man after the fall of Adam is such, that he cannot turn and prepare himself, by his own natural strength and good works, to faith and calling upon God. Wherefore we have no power to do good works pleasant and acceptable to God, without the grace of God by Christ preventing us, that we may have a good will, and working with us, when we have that good will.
- i. **Of the Justification of Man:** We are accounted righteous before God, only for the merit of our Lord and Saviour Jesus Christ by Faith, and not for our own

works or deservings. Wherefore, that we are justified by Faith only, is a most wholesome Doctrine, and very full of comfort.

- j. **Of Good Works:** Although good works, which are the fruits of faith, and follow after justification, cannot put away our sins, and endure the severity of God's judgment; yet are they pleasing and acceptable to God in Christ, and spring out of a true and lively faith, insomuch that by them a lively faith may be a evidently known as a tree is discerned by its fruit.
- k. **Of Works of Supererogation:** Voluntary Works besides, over and above, God's Commandments, which they call Works of Supererogation, cannot be taught without arrogancy and impiety: for by them men do declare, that they do not only render unto God as much as they are bound to do, but that they do more for his sake, than of bounden duty is required: whereas Christ saith plainly When ye have done all that are commanded to you, say, We are unprofitable servants.
- l. **Of Sin after Justification:** Not every deadly sin willingly committed after Justification is sin against the Holy Ghost, and unpardonable. Wherefore the grant of repentance is not to be denied to such as fall into sin after Justification. After we have received the Holy Ghost, we may depart from grace given, and fall into sin, and by the grace of God we may arise again, and amend our lives. And therefore they are to be condemned, which say, they can no more sin as long as they live here, or deny the place of forgiveness to such as truly repent.
- m. **Of the Church:** The visible Church of Christ is a congregation of faithful men, in which the pure Word of God is preached, and the Sacraments be duly ministered according to Christ's ordinance, in all those things that of necessity are requisite to the same.
- n. **Of Purgatory:** The Romish Doctrine concerning Purgatory, Pardons, Worshipping and Adoration, as well of Images as of Relics, and also Invocation of Saints, is a fond thing, vainly invented, and grounded upon no warranty of Scripture, but rather repugnant to the word of God.
- o. **Of Speaking in the Congregation in such a Tongue as the people understandeth:** It is a thing plainly repugnant to the Word of God, and the custom of the Primitive Church to have public Prayer in the Church, or to minister the Sacraments, in a tongue not understood by the people.
- p. **Of the Sacraments:** Sacraments ordained of Christ be not only badges or tokens of Christian men's profession, but rather they are certain signs of grace, and God's good will towards us, by the which he doth work invisibly in us, and doth not only quicken, but also strengthen and confirm our Faith in him.

There are two Sacraments ordained of Christ our Lord in the Gospel, that is to say Baptism, and the Supper of the Lord.

Those five commonly call Sacraments, that is to say, Confirmation, Penance, Orders, Matrimony, and Extreme Unction, are not to be counted for Sacraments of the Gospel, being such as have grown partly of the corrupt following of the Apostles, partly are states of life allowed in the Scriptures, but yet have not like nature of Sacrament with Baptism, and the Lord's Supper, for that they have not any visible sign or ceremony ordained of God.

The Sacraments were not ordained of Christ to be gazed upon, or to be carried about, but that we should duly use them. And in such only as worthily received the same, they have a wholesome effect or operation: but they that receive them unworthily, purchase to themselves condemnation, as Saint Paul saith.

- q. **Of Baptism:** Baptism is not only a sign of profession, and mark of difference, whereby Christian men are discerned from others that be not baptized, but it is also a sign of Regeneration or New-Birth.

The Baptism of young Children is in any wise to be retained in the Church.

- r. **Of the Lord's Supper:** The Supper of the Lord is not only a sign of the love that Christians ought to have among themselves one to another, but rather it is a Sacrament of our Redemption by Christ's death: Inasmuch that to such as rightly, worthily, and with faith, receive the same, the Bread which we break is a partaking of the Body of Christ; and likewise the Cup of Blessing is a partaking of the Blood of Christ. Transubstantiation (or the change of the substance of Bread and Wine) in the Supper of the Lord, cannot be proved by Holy Writ; but is repugnant to the plain words of Scripture, overthroweth the nature of a Sacrament, and hath given occasion to many superstitions.

The Body of Christ is given, taken, and eaten, in the Supper, only after an heavenly and spiritual manner. And the mean whereby the Body of Christ is received and eaten in the Supper, is Faith.

The Sacrament of the Lord's Supper was not by Christ's ordinance reserved, carried about, lifted up, or worshipped.

- s. **Of both Kinds:** The Cup of the Lord is not to be denied to the Lay-people: for both parts of the Lord's Sacrament, by Christ's ordinance and commandment, ought to be ministered to all Christian men alike.
- t. **Of the Marriage of Ministers:** The ministers of Christ are not commanded by God's law either to vow the estate of single life, or to abstain from marriage; therefore it is lawful for them, as for all other Christians, to marry at their own discretion, as they shall judge the same to serve best to godliness.
- u. **Of the Rites and Ceremonies of Churches:** It is not necessary that rites and ceremonies should in all places be the same, or exactly alike; for they have been always different, and may be changed according to the diversity of countries, times, and men's manners, so that nothing be ordained against

God's Word. Whosoever, through his private judgment, willingly and purposely doth openly break the rites and ceremonies of the church to which he belongs, which are not repugnant to the Word of God, and are ordained and approved by common authority, ought to be rebuked openly, that others may fear to do the like, as one that offendeth against the common order of the church, and woundeth the consciences of weak brethren.

Every particular church may ordain, change, or abolish rites and ceremonies, so that all things may be done to edification.

- v. **Of the Rulers of the United States of America:** The President, the Congress, the general assemblies, the governors, and the councils of state, as the delegates of the people, are the rulers of the United States of America, according to the division of power made to them by the Constitution of the United States and by the constitutions of their respective states. And the said states are a sovereign and independent nation, and ought not to be subject to any foreign jurisdiction.
- w. **Of Christian Men's Goods, which are not common:** The Riches and Goods of Christians are not common, as touching the right, title, and possession of the same; as certain Anabaptists do falsely boast. Notwithstanding, every man ought, of such things as he possesseth, liberally to give alms to the poor, according to his ability.
- x. **Of a Christian Man's Oath:** As we confess that vain and rash Swearing is forbidden Christian men by our Lord Jesus Christ and James his Apostle, so we judge, that Christian Religion doth not prohibit, but that a man may swear when the Magistrate requireth, in a cause of faith and charity, so it be done according to the Prophet's teaching in justice, judgment, and truth.

2. Additional Religious Beliefs

- a. **Of the Authority of the Holy Scriptures:** The authority of the Holy Scripture, for which it ought to be believed, and obeyed, depends not upon the testimony of any man, or Church; but wholly upon God (who is truth itself) the author thereof: and therefore it is to be received, because it is the Word of God written. Breathed out by the Holy Ghost and written down by holy men of old as they were inspired and enabled, the Holy Scriptures communicate God's truth without error. It is, therefore, infallible and inerrant in its original autographs, our rule of faith and practice, the written revelation of God Himself and His will for all people, and completely authoritative in matters of faith, doctrine, and practice.

The supreme judge by which all controversies of religion are to be determined, and all decrees of councils, opinions of ancient writers, doctrines of men, and spirits, are to be examined, and in whose sentence we are to rest, can be no other but the Holy Spirit speaking in the Scriptures.

The whole counsel of God concerning all things necessary for His own glory, man's salvation, faith and life, is either expressly set down in Scripture, or by good and necessary consequence may be deduced from Scripture: unto which nothing at any time is to be added, whether by new revelations of the Spirit, or traditions of men.

- b. **Of the Creeds:** The Nicene Creed, and that which is commonly called the Apostles' Creed, ought thoroughly to be received and believed: for they may be proved by most certain warrants of Holy Scripture.
- c. **Of Christ alone without Sin:** Christ in the truth of our nature was made like unto us in all things, sin only except, from which he was clearly void, both in his flesh, and in his spirit. He came to be the Lamb without spot, who, by sacrifice of himself once made, should take away the sins of the world; and sin (as Saint John saith) was not in him. But all we the rest, although baptized and born again in Christ, yet offend in many things; and if we say we have no sin, we deceive ourselves, and the truth is not in us.
- d. **Of the one Oblation of Christ finished upon the Cross:** The offering of Christ once made is that perfect redemption, propitiation, and satisfaction, for all the sins of the whole world, both original and actual; and there is none other satisfaction for sin, but that alone. Wherefore the sacrifices of Masses, in the which it was commonly said, that the Priest did offer Christ for the quick and the dead, to have remission of pain or guilt, were blasphemous fables, and dangerous deceits.
- e. **Of obtaining eternal Salvation only by the Name of Christ:** They also are to be accursed that presume to say, That every man shall be saved by the Law or Sect which he professeth, so that he be diligent to frame his life according to that Law, and the light of Nature. For Holy Scripture doth set out unto us only the Name of Jesus Christ, whereby men must be saved.
- f. **Of Salvation:** Salvation is that gift of God brought to man by grace alone and freely received through faith alone and not by our own works. God graciously justifies, regenerates all who repent of their sins and believe on Jesus Christ as Lord and Savior, and seals them as His own with the Holy Spirit.

As the children of God they are restored to fellowship with Him, delivered from the penalty of sin as well as from its willful practice, are initially sanctified, and given assurance of salvation by the Holy Spirit who dwells in them.

- g. **Of Sanctification:** Sanctification is that renewal of our fallen nature by the Holy Ghost, received through faith in Jesus Christ, whose blood of atonement cleanseth from all sin; whereby we are not only delivered from the guilt of sin, but are washed from its pollution, saved from its power, and are enabled, through grace, to love God with all our hearts and to walk in his holy commandments blameless.

- h. **Of Entire Sanctification:** Entire sanctification is the work of the Holy Spirit by which the child of God is cleansed from all inbred sin through faith in Jesus Christ. It is subsequent to regeneration and is wrought instantaneously by faith when the believer consecrates himself a living sacrifice, holy and acceptable to God. The evidence of this gracious work is love out of a pure heart thus enabling us to love God with all our heart, soul, mind and strength, and our neighbor as ourselves, and to walk in God's holy commandments blameless.

We believe this gracious work does not deliver us from the infirmities, ignorance and mistakes common to man, nor from the possibilities of further sin.

- i. **Of the Christian Life:** Growing Christians seek to evidence the Christian virtues and the fruit of the Holy Spirit in life and character as they discover, develop, and steward their spiritual gifts within the Body of Christ and as they minister in their sphere of influence.

As one experiences new life in Christ, he is called to live a life that is holy and acceptable to God. This requires a daily commitment and a disciplined walk with God. The means of grace are ways in which God works invisibly in His disciples, making them ever more alive, strengthening and confirming their faith. These are means by which, those who believe, are enabled to love the Lord their God with all their heart and with all their soul and with all their mind and with all their strength. In the Wesleyan tradition we group these means of grace into two categories: 1) Works of Piety; and 2) Works of Mercy. Works of Piety include prayer; fasting; Bible study; meditation; social and private worship; the sacraments of baptism and of the Lord's Supper; Christian community; and healthy living. Works of Mercy include doing good; visiting the sick; visiting the imprisoned; feeding, clothing, and sheltering those in need; earning, saving (living a life of frugal simplicity) and giving all one can; seeking justice; and opposition to slavery in all its forms.

- j. **Of Gifts of the Holy Spirit Given to Every Christian:** The most wonderful of all the gifts of the Holy Spirit is the gift of Himself. He is to be desired more than any other gift which he may impart to individual members of the Church enabling them to fulfill their purpose in the Church, bring glory to God. The gifts are to be exercised in love and Christian unity. The gifts of the Spirit, although not always identifiable with natural abilities, function through them for the edification of the whole Church.

The gifts of evangelistic languages and interpretation of languages is the ability to speak in an actual language, unknown to the speaker, but known to the hearer, for the purpose of evangelism. The proof of the Spirit's filling is the fruit of the Spirit evidenced in one's daily living, holiness of heart toward both God and others, and empowered service.

- k. **Of the Christian's Duty to Evangelize:** Until the return of Christ, it is the Christian's duty and privilege to seek the fulfillment of Christ's Great

Commission and to minister in his name to a needy, lost, and dying world. We are to be instruments of Jesus Christ, proclaiming the Good News of salvation in Christ alone, as the Holy Spirit ministers redemption and reconciliation in the world. (Matthew 25:31-46. 28:18-20)

- l. **Of the Priesthood of Believers:** In the New Testament, God calls all believers to service and ministry. Through the presence of the Holy Spirit every Christian not only represents God, but also, has been empowered to be an instrument of His grace to the world. The dual duties of representing God to man and man to God belong to every born-again Christian, The responsibility of witnessing, the ministry of prayer, and the use of our spiritual gifts are included in the privilege of the priesthood of believers.
- m. **Of Conditional Salvation:** The conditions to be met in order to be saved are repentance of sins (Luke 13:3, 5) and personal faith in Jesus Christ (John 3:16). The Scriptures teach that the believer is secure in Christ as long as he walks in obedience and faith. The Scriptures also declare that it is possible to depart from grace by knowingly and willingly continuing in sin. If one remains in that state he will be eternally lost. However, by the grace of God one may be restored from a back-slidden state to salvation and holiness through repentance and faith (Phil. 1:6 & 2:12; Heb. 10:26-31; Matt. 18:15-35; Gal. 1:6 & 5:4)
- n. **Of the Second Coming of Jesus Christ:** At the end of history, and at a time known only to the Lord Himself, Christ will return to earth visibly and in bodily form and all the prophecies of the Old and New Testaments concerning His final and complete triumph over all evil will be made complete in Him.
- o. **Of the Resurrection of the Dead:** We believe that according to Scripture the bodies of the just and of the unjust shall be raised to life and united with their spirits “they that have done good, unto the resurrection of life; and they that have done evil, unto the resurrection of damnation.”
- p. **Of the Judgment of Eternal Destiny:** God is the Judge of all, and the acts of His judgement are based on His omniscience and eternal justice. All persons will meet before His throne of majesty and power, where everything will be revealed—every desire, inclination, motivation, and action—will be examined. The final destiny of each person is determined by God’s grace and that person’s response, evidenced inevitably by a moral character which results from the individual’s personal and volitional choices and not from any arbitrary decree of God. The new heaven and earth with its eternal glory and the blessedness of Christ’s presence is the final home of those who choose the salvation which God provides through Jesus Christ. For those who have neglected so great a salvation it is eternal torment and complete separation for the life of God.
- q. **Of Christian Marriage:** Christian Marriage is the covenantal union before God of one natural-born man and one natural-born woman to live together as husband and wife.

Marriage and Sexuality

- i. We believe that the term “marriage” has only one legitimate meaning, and that is marriage sanctioned by God, which joins one biological, natural born man and one biological, natural born woman in a single, covenantal union as delineated by Scripture. Marriage ceremonies performed in any facility or space owned, leased, or rented by this church will be only those ceremonies sanctioned by God, joining one man with one woman as their genders were determined by anatomy at birth (and not subject to change). Whenever there is a conflict between the church’s position and any new legal standard for marriage, the church’s statement of faith, doctrines, and biblical positions will govern. (Gen. 2:24; Eph. 5:22-23; Mark 10:6-9; 1 Cor. 7:1-9)
- ii. We believe that God has commanded that no intimate sexual activity be engaged in outside of marriage as defined in (a) above. We believe that any other type of sexual activity, identity, or expression that lies outside of this definition of marriage, including those that are becoming more accepted in the culture and the courts, are contradictory to God’s natural design and purpose for sexual activity. (Gen. 2:24; Gen. 19:5; Lev. 18:1-30; Rom. 1: 26-29; 1 Cor. 5:1; 6:9-10; 1 Thess. 4:1-8; Heb. 13:4)
- iii. We believe that God creates each person as male or female. These two distinct, unchangeable genders together reflect the image and nature of God, and the rejection of one’s biological gender is a rejection of the image of God within that person. (Genesis 1:26-27)

r. Sanctity of Life

- i. **Abortion:** We believe that human life begins at conception and that the unborn child is a living human being created in the image of God and must be valued and protected, (Job 3:16; Ps. 51:5; 139:13-16; Isa. 44:24; 49:1, 5; Jer. 1:5; 20:15-18; Luke 1:36, 44)
- ii. **Euthanasia:** We believe that an intentional act or omission that facilitates premature death, is assuming a decision that is to be reserved for God. We do not believe that discontinuing medical procedures that are extraordinary or disproportionate to the expected outcome is euthanasia. (Ex. 20:13; 23:7; Matt. 5:21; Acts 17:28)
- s. **Love.** We believe that we should demonstrate love for others, not only toward fellow believers, but also toward those who are not believers, those who oppose us, and those who engage in sinful actions. We are to deal graciously, humbly, gently, and patiently with those who oppose us. God forbids the stirring up of strife, the taking of revenge, or the threat or use of violence as a means of resolving personal conflict or obtaining personal justice. Although God commands us to abhor sinful actions, we are to love and pray for any person who engages in such actions. (Lev. 19:18; Matt. 5:44-48; Luke 6:31; John 13:34-35; Rom. 12:9-10; 17-21; 13:8-10; Phil. 2:2-4; 2 Tim. 2:24-26; Titus 3:2; 1 Peter 3:8-9; 1 John 3:17-18)

- t. **Protection of Children.** We believe that children are a blessing from the Lord and must be absolutely protected within the church from any form of abuse or molestation. The church has zero tolerance for any person, whether paid staff, volunteer, member, or visitor, who abuses or molests a child. (Ps. 127:3-5; Matt. 18:6, 19:14; Mark 10:14)

ARTICLE 3 MEMBERSHIP

- A. **Definition of Membership.** For avoidance of doubt, the terms “member” and “membership” herein are used solely as a convenient shorthand to describe and define the congregants or communicants who regularly and actively participate in covenantal community in the life of the church and the qualifications, privileges, and termination of same. The terms “member” and “membership” as used herein do not refer to or bestow upon such persons the role, authority, rights, or responsibilities of corporate members as that term is used and described in the South Carolina Nonprofit Corporation Act.
- B. **Qualifications For Membership.** Members of the church are those members who were previously active members in good standing of the Simpsonville United Methodist Church. Those seeking new membership must:
 1. Through their actions, words, lifestyle, and affiliations, evidence a genuine experience of regeneration through faith in and acceptance of the Lord Jesus Christ as personal Savior.
 2. Attend a pre-membership class at the discretion of the pastor or appointee in which they will review the church’s statement of faith, bylaws, general practices and policies, and expectations of members.
 3. Be interviewed by the pastor to ensure they fully subscribe to the statement of faith contained herein and agree to submit to the authority of the church and its leaders.
 4. Membership will be granted upon the recommendation of the pastor and upon compliance with any one of the following conditions:
 - a. By baptism at this or another church;
 - b. By letter of transfer from another Bible-believing church of like faith and practice, or other written statement of good standing from the prior church if the applicant has been baptized; or
 - c. By testimony of faith, having been baptized in another Bible-believing church of like faith and practice.
- C. **Privileges of Membership**
 1. Only members of at least eighteen years of age who are physically present at a duly called meeting of the church shall be entitled to vote and, only then, in such matters in which a vote of the membership is expressly provided for in these bylaws or other documented delegation by the church council of its corporate governance authority. There shall be no proxy or absentee voting. Members may not vote to initiate any church action; rather, to the extent permitted, defined, and limited by these bylaws, the vote of a member is to

confirm and ratify the direction of the church as determined by the pastor and the church council.

2. This congregation functions not as a pure democracy, but as a body under the headship of the Lord Jesus Christ and the direction of the pastor as the under-shepherd with the counsel of the church council. Determinations of the internal affairs of this church are ecclesiastical matters and shall be determined exclusively by the church's own rules and procedures. The pastor and church council shall oversee and/or conduct all aspects of this church. The church council shall give counsel and assistance to the pastor as requested by him.
3. Membership in this church does not afford the members with any property, contractual, statutory, or civil rights. Although the general public is invited to all of the church's worship services, the church property remains private property. The pastor or individual designated by the church council has the authority to suspend or revoke the right of any person, including a member, to enter or remain on church property. If after being notified of such a suspension or revocation, the person enters or remains on church property, the person may, in the discretion of the pastor or person designated by the church council, be treated as a trespasser.
4. A member may inspect the prepared annual financial statement of the church and the minutes of the proceedings of church and committee meetings, provided he/she shall have made a written request upon the church stating the precise records requesting to be viewed and the reason for the request, and the church has received the written request at least five business days before the requested inspection date. Requests may be denied if such request is deemed to be frivolous by a majority vote of the church council. Church council meeting minutes and discipline committee meetings, as well as other information involving privacy interests such as, but not limited to, donor records, lists of names and addresses of church members, individual benevolence, individual salaries, health information, background checks, and social security numbers, are exempt from this provision and are not subject to inspection without a court order. Members may not copy or take digital images or records of any ministry record without authorization from the pastor or chair of the church council. Members agree that information obtained from any inspection of records will be kept in the strictest confidence.

D. Automatic Termination of Membership

1. The membership of any individual member shall automatically terminate without notice if:
 - a. the member in question has not attended a regular worship service of the church in the preceding six months. This provision may be waived at the discretion of the pastor and the church council upon the showing of good cause.
 - b. the member adopts opinions—verbally, in print, or in any other manner or medium—that are in direct contravention to the church's statement of faith. Since agreement with the church's statement of faith is a requirement for membership in this church, the member's non-conforming statements will be treated by the pastor and the church council as the member's resignation.
 - c. the member unites in membership with another church.

- d. the member files a lawsuit in violation of the statement of faith.
 - e. the member requests withdrawal.
 - f. the member dies.
2. For any memberships terminated in accordance with the above provisions, with the exception of memberships terminated under e above, the church may send a letter informing the prior member of the termination, but this is not required.
- E. **Transfer or Resignation of Membership:** Members not under the disciplinary process of Article 3 section F may request a letter of transfer be sent to another church. A member may resign at any time, but no letter of transfer or written statement of good standing will be issued upon such resignation, except at the discretion of the pastor.
- F. **Discipline of A Member**
1. When a member becomes aware of an offense of such magnitude that it hinders the spiritual growth and testimony of an individual in the local church or the body as a whole, he or she is to go to the offending party and seek to restore the offender. Before going, the confronter should first examine him or herself and go with a spirit of humility and the goal of restoration.
 2. If reconciliation is not reached, a second member is to accompany the one seeking to resolve the matter in going again to the offending party. This second step should also be preceded by self-examination and exercised in a spirit of humility with the goal of restoration.
 3. If the matter is still unresolved after taking the steps outlined in section F.1 and F.2 above, the two members aware of the offense shall, in keeping with Matthew 18, bring the issue before the pastor and the church council, who are representatives of the church body.
 4. If the pastor and church council agree with the member that the offending conduct is of such magnitude that it hinders the spiritual growth and testimony of the member or the body as a whole, they shall attempt to meet with the offending brother or sister. If reconciliation is not reached, the pastor and church council, as representatives of the church body, shall, upon a majority vote of those present at a meeting of the church council, terminate the offending individual's membership without further notice to the him or her. Unless the matter involves an issue of safety or security to the members of the church at large, the specifics of the matter shall not be addressed in a public forum or with the general church membership.
 5. The pastor and church council shall be entitled to the same steps as other church members and be subject to the same discipline. If the pastor or a church council member is the subject of a disciplinary matter, he or she shall not be permitted to vote on his or her own membership termination.
 6. For any memberships terminated in accordance with this provision, the pastor may cause a letter to be written informing the prior member of the termination, although he is not required to do so.

7. The procedures provided in this section are based on Matt. 18:15-20; Rom. 16:17-18; 1 Cor. 5:1-13; 2 Cor. 2:1-11; Gal. 6:1; 1 Thess. 5:14; 2 Thess. 3:6, 10-15; 1 Tim. 5:19-20; and Titus 3:10-11.

G. **Affiliated Co-Laborer:** Those desiring fellowship, accountability and opportunities for service with this church on a temporary basis but who maintain membership in a like body of believers outside this locality may be granted affiliated co-laborer status with this church. The affiliated co-laborer may be eligible to serve in certain capacities determined by the pastor and church council and may attend member fellowship events. This affiliation does not, however, grant membership or the rights of membership to the individual(s) so affiliated. Affiliated co-laborers shall not be entitled to hold any office, vote in, or have any say in any church matter, and shall not be counted for quorum purposes. A person wishing to become an affiliated co-laborer with this church must make a request to the pastor or his designee who will determine if affiliated co-laborer status should be granted to the individual. If the pastor or his designee so determines, the person may be granted co-laborer status upon a majority vote of the church council.

ARTICLE 4 OFFICERS

- A. **Designation of Corporate Officers:** The Council Chair shall serve as president of the church/corporation; the Pastor/Parish Relation Committee/or another as otherwise elected by Church Council shall serve as vice president of the church/corporation; the church secretary shall serve as secretary of the church/corporation; and the church treasurer shall serve as treasurer of the church/corporation.
- B. **Church Officers:** The church officers are the church/corporation officers, and any other officers the church from time to time deems necessary. The church shall have at least three church council members.
- C. **Eligibility For Church Officers**
 1. The church shall not install or retain an officer who fails to adhere to or expresses disagreement with the statement of faith set forth in Article 2. All church officers, upon request of the pastor, shall affirm in writing their agreement with the statement of faith.
 2. All church officers must be approved initially and thereafter annually by the pastor to commence or continue in their offices.
 3. Only church members are eligible for election or appointment to any church office or position. Affiliated co-laborers with this church are not eligible for such election or appointment.
- D. **Election of Corporate/Church Directors and Officers:** The annual election of directors and officers, other than the senior and other pastors, by the church council shall occur during the month of November/or otherwise voted on date, before the annual church business meeting. Directors and officers must be elected by a majority of the council present at a regular or special church council meeting. The pastor, from time to time as he deems appropriate, may appoint other church officers, subject to a confirmation vote by a majority of the church council, present and voting at any regular or special church council meeting. Members may submit to the pastor and the church

council nominations for corporate officers. The pastor and the church council shall then serve as the nominating committee for all general elections of officers.

E. Terms of Service for Directors and Officers

1. The relationship between the senior pastor and the church shall be permanent unless dissolved at the option of either party by the giving of a month's notice, or less by mutual consent. The severance of the relationship between the pastor and the church may be considered at any regular or special church business meeting by following the procedures outlined in Article 6, provided notice of the meeting is given from the pulpit to the church two Sundays prior to the meeting. A majority of the eligible members present and voting shall be required to remove the pastor from office. Disciplinary removal of the pastor from office automatically terminates his membership.
2. Any other church council member may be removed from office before his term expires for any reason stated or unstated upon motion by any church council member and an affirmative majority vote of the other church council members at a duly called meeting of the church council. No congregational vote is necessary for church council member removal. This process is intended to protect the personal or private information of any church council member being removed from office.
3. The term of service for all offices and positions in the church, except the pastor and other staff members, shall be one year, at the expiration of which the persons may be re-elected or re-appointed.
4. A vacancy occurring in any office or on the church council, except in the case of the pastor, may be filled at any regular church business meeting by a majority vote of eligible members present.
5. All elected and appointed officers shall serve in their respective offices until their successors are duly elected or appointed, unless removed for disciplinary reasons.

F. Calling a Pastor: Upon the resignation, death, or dismissal of the pastor, the church shall seek a candidate who subscribes to the statement of faith and bylaw provisions of the church and whose life aligns with the qualifications of a pastor as described in I Timothy 3:1-7 and Titus 1:6-9. The church shall abide by the following guidelines for calling a pastor:

1. The church council shall select a pulpit committee to consist of all church council members and up to five other members elected by a majority vote of the church council. The pulpit committee shall interview potential candidates and will only consider those who completely subscribe to the statement of faith and who have read these bylaws.
2. The interview process for selecting a pastoral candidate shall include, at a minimum, the following: a background check, a credit check, a reference check, and the filling out of a detailed application that explains the potential candidate's philosophy of ministry as well as the candidate's positions on issues of doctrinal significance.
3. Upon a majority vote of the pulpit committee, the pulpit committee will formally announce the candidate to the church, after which the candidate must preach at least one regularly scheduled church service and be available for a church-wide question/answer time prior to being voted upon by the church membership.

4. Notice from the pulpit must be given 2 consecutive Sundays prior to a formal candidate's preaching service(s), and 2 consecutive Sundays prior to the church membership vote.
5. The candidate must be elected as pastor by a majority vote of members present and qualified to vote. This vote shall be taken by written, secret ballot at a meeting at which the candidate is not present. The pulpit committee will only present for consideration to the membership one candidate at a time, and an up or down vote must be cast prior to consideration of other potential candidates.

ARTICLE 5 DUTIES AND POWERS OF OFFICERS

A. The Pastor

1. The pastor shall preach the Gospel regularly and shall be at liberty to preach the whole counsel of the Word of God. He shall administer the ordinances of the church; act as moderator, or appoint a moderator, at all church meetings for the transaction of church matters; supervise the teaching ministries of the church; and watch over the spiritual interests of the membership. In all conflicts regarding interpretation of Scripture, the pastor has the final authority.
2. The pastor and church council, on behalf of the church, shall establish committees and appoint the members of the various committees at a regular church council meeting before the annual church business meeting or, in the case of a vacancy or newly created committee, at any duly called special council meeting. The pastor shall inform all newly elected officers of the functions and responsibilities of their respective offices. He shall extend the right hand of fellowship to all new members on behalf of the church and shall perform such other duties as generally appertain to the position of pastor. He shall be free to choose the means and methods by which he exercises the ministry God has given him.
3. All appointments for public worship and Bible study and the arrangements thereof, including time and place, and the use of the property belonging to the church for any other purposes, are under the control of the pastor, who, with the advice and counsel of the church council, shall be able to determine the appropriateness of all property use, as well as persons permitted to use the church property.
4. The pastor shall be responsible to fill the pulpit for each regularly scheduled church service as well as any special services. In the event of his absence, he (or the chair of the church council in the case of a vacancy in the office of pastor or where the pastor is temporarily unable to perform his duties) shall be responsible to invite speakers from within the membership or outside the church to preach in a manner consistent with the beliefs articulated in the statement of faith.
5. The pastor and the church council shall be responsible to establish mandatory safety and security procedures for all ministries and programs. There will be a zero-tolerance policy with regard to abuse of minors, and any reasonable suspicions of child abuse alleged to be perpetrated by staff, volunteers, members or non-members will be reported to the appropriate law enforcement or child abuse prevention authorities. The pastor or his designee will be responsible to provide yearly child abuse prevention training for all staff and volunteers.

B. The Church Council

1. The church council shall assist the pastor in promoting the spiritual welfare of the church, in conducting the church services, and in performing all other work of the church. The church council is responsible for making preparations to observe church ordinances and shall consider applications for church membership and affiliated co-laborers. The church council shall consider benevolence needs, disburse the benevolence fund in cooperation with the pastor, and assist the pastor in all other evangelistic efforts of the church. The church council shall assist the pastor in caring for the administrative needs of the church's various ministries. They shall provide the pulpit supply and choose a moderator for church meetings if the pastor is unavailable or the office of pastor is vacant. Upon the death, resignation, or dismissal of the pastor, the church council may appoint a pulpit committee.
2. Following the annual church business meeting, the church council shall assemble and elect, from their own number, a chair and a secretary for the church council.
3. The pastor and the church council shall constitute the church council of directors of the corporation. In addition to the various powers specifically granted the church council under these bylaws, the church council has authority to exercise the following powers, upon authorization by a majority vote of the eligible members at a duly called business meeting:
 - a. To purchase, lease, or otherwise acquire real and personal property on behalf of the church, and to take real and personal property by will, gift, or bequest on behalf of the church.
 - b. To sell, lease, or otherwise dispose of, and to mortgage, pledge, or otherwise encumber the real and personal property of the church; to borrow money for the purpose and use of the church; to cause to be executed, issued, and delivered for the indebtedness, in the name of the church, promissory notes, bonds, debentures, or other evidence of indebtedness; and to secure repayment by deeds of trust, mortgages, or pledges.
 - c. To exercise all powers necessary for the dissolution of the church corporation.
 - d. To maintain the duties of loyalty to the church, confidentiality of church information, and fiduciary care regarding church finances, and a spiritual duty to pray for and support the church with their time, talents, and treasures.
4. All powers of the church council (whether deacons or other appointed group) shall be compatible with the laws of the State of South Carolina.
5. The church council shall, in conjunction with the pastor, conduct an annual ministry liability and safety review of the following policies and/or topics: child protection, including but not limited to worker screening procedures, child abuse reporting procedures, and worker training on child abuse prevention; building safety; security measures; insurance; financial accountability; transportation; and sexual harassment.

6. Each church council member shall review the bylaws annually and may bring suggested changes to a meeting of the church council that has been designated for the purpose of reviewing the bylaws.

C. Secretary: The church secretary, along with any assistant or co-officer or church clerk, shall:

1. Certify and keep at the office of the church the original bylaws or a copy, including all amendments or alterations to the bylaws; minutes of meetings; the membership roll, baptisms, and records of any special events which are of historical interest to the church; and shall deliver such documents to his or her successor upon leaving office.
2. Maintain and file minutes of all church business and church council meetings, including the time and place of holding, the notice given, the names of those present unless a church-wide meeting, and an accurate record of all church business approved at each meeting. A copy of these minutes shall be kept as a permanent record of the church and shall be made available at all reasonable times to proper person on terms provided by law and pursuant to these bylaws.
3. Sign, certify, or attest documents as may be required by law; and see that reports, statements, certificates, and all other documents and records required by law are properly kept and filed.
4. See that all notices are duly given in accordance with the provisions of these bylaws. In case of the absence or disability of the secretary, or his or her refusal or neglect to act, notice may be given and served by the pastor or by the chair of the church council.
5. Serve as the secretary of the corporation and be a member in good standing.

D. Treasurer: The church treasurer, along with any assistant or co-officer, shall:

1. Count, or cause to be counted, along with two other persons so appointed, and record in a permanent record all monies received as church offerings. This shall be done following each church service or day of services.
2. Convey in a timely manner all funds received to the person designated by the church council for verification and deposit in the bank, including moneys received from outside sources.
3. Maintain a permanent weekly record of individual giving for all donations, offerings, contributions and gifts, and guard the confidentiality of these records. Issue an official receipt to each contributor at the end of the fiscal year.
4. Keep in the church office an accurate and permanent record of all financial transactions of church funds; make reports of itemized disbursements and the financial condition of the church as requested by the pastor and the church council, and for annual, quarterly or otherwise special or regular business meetings; and deliver such records to his or her successor upon leaving office.
5. Serve as treasurer of the corporation and be a member in good standing.

E. Facilities & Property Committee: The church council may establish a Board of Facilities & Property members to serve under its authority and, pursuant to delegated authority from the church council, to oversee all real estate needs including legal issues, construction, repairs, and general upkeep. This board will elect its chairperson and secretary.

F. Duties of All Officers

1. All officers shall prepare a written report of their work for the annual church business meeting and shall surrender all records in their possession to the church secretary at the close of their term of office to be filed as a permanent record of the work of the church. All records are the property of the church and must be kept in the church office.
2. Any officer who neglects his or her duties as outlined in the bylaws for a period of three months may be removed from office, at the discretion of the pastor, and another may be appointed by the pastor to serve the un-expired term.

ARTICLE 6

CHURCH BUSINESS MEETINGS AND MEETINGS OF THE CHURCH COUNCIL

A. Annual Church Business Meeting

1. The annual church business meeting, for the election of officers and the transaction of other business, shall be held in October. A quorum shall consist of the eligible members present. Public notice of the meeting shall be given from the pulpit for two successive Sundays immediately preceding the meeting.
2. A moderator chosen by the church council shall facilitate the annual church business meetings.
3. The moderator shall determine the rules of procedure according to his sense of fairness and common sense, giving all members a reasonable opportunity to be heard on a matter. The moderator is the final authority on questions of procedure, and his decision is final and controlling.
4. For any meeting under this article, the moderator, in his sole discretion, shall have full and unilateral authority to require nonmembers (or children, if circumstances so warrant) to leave the meeting room and to order the immediate removal of any member or other person present who is deemed by the moderator to be disruptive to the proceedings by act or presence. If the moderator determines that compliance with his order of removal is unsatisfactory, he may, in his sole discretion, revoke the disruptive person's right to remain on the premises and treat the person as a trespasser.
5. Church business meetings, including the annual church business meeting and special meetings, may be held by means of conference telephone, web-based conference, or similar communication equipment or device, by means of which all persons participating in the meeting can hear each other at the same time, for the transaction of any business normally conducted during in-person church business meetings. A quorum shall be those eligible voting members attending the virtual meeting, and voting shall be conducted by any means deemed acceptable by the church council. Notice of business meetings and other notice required by these bylaws shall be provided by email, the church website, social media site, text message, and/or other methods deemed by the church council to be

most likely to reach church members at least 2 weeks before the meeting. Such notice satisfies “notice from the pulpit” when that method of notice is otherwise required by these bylaws. Attendance at the meeting without protest shall be deemed waiver of notice.

6. The fiscal year of the church shall begin January 1st and end December 31st.
- B. Church Special Business Meetings: The pastor or the church council may call a special church business meeting by giving notice from the pulpit to the church of such a meeting and the purpose for which it is called at least one Sunday and not less than one week prior to said meeting. A meeting for the calling of a pastor or for the discipline or removal of the pastor shall be called in accordance with the provision of Article 4 Section F.
- C. Voting: Voting at any church business meeting is limited to eligible members in good standing with the church who are physically present at the meeting; an exception to this in-person vote requirement exists if the church is meeting by means of a conference telephone, web-based conference, or similar communications equipment or device, by means of which all persons participating in the meeting can hear each other at the same time. Absentee voting is not permitted, and any member who is undergoing church discipline at the time of a vote is not permitted to vote. A majority vote of those eligible members attending the meeting, whether in person or electronically, will constitute the requisite number of votes for passage of amendments and motions, whether by the church council voting at a church council meeting or by the members voting in a church business meeting.
- D. Motions: Members who desire that a certain motion be made or subject matter be discussed during an annual, regular, or special business meeting must file a written recommendation with the pastor and church council two weeks prior to the meeting, who will then consider the proposal and proceed according to their conscience and what they understand to be in the best interests of the church. All other motions will be presented by the pastor and/or chair of the church council (or other moderator if the office of pastor is vacant) unless the pastor and/or the church council has delegated authority to another member and/or officer to raise certain motions. No motions will be made from the floor.
- E. Meetings of the Church council
 1. Regular Meetings. Regular meetings of the church council shall be held at such time and place as the church council determines.
 2. Special Meetings. The pastor or any two church council members may call a special meeting of the church council at any time, and nothing contained in this article shall be construed as limiting, fixing, or affecting the time or date when a meeting called by action of the church council may be held.
 3. Notice of Meetings
 - a. Requirement of Notice: Notice shall not be required for regularly scheduled meetings of the church council unless there has been a change to the time, date, or location of such regularly scheduled meetings, in which case notice shall be given in accordance with this section of the bylaws. Notice shall be provided in accordance with the provisions of this section for all special meetings of the church council.

- b. Method of Notice: Notice shall be sent to each church council member for special meetings by means of the secretary's chosen method of communication, whether by postal mail, phone, or email at each church council member's address or phone number as it appears in the records of the church or as supplied by the church council member to the secretary for the purpose of notice. Notice shall be given by or at the direction of the chair or the pastor. In the event the pastor or chair refuses to give notice, any church council member may give notice of any meeting. The secretary is responsible to verify that notice is provided.
 - c. Content of Notice: Notice of any special meeting shall state the time, place, and purpose of the meeting.
4. Time of Notice: Notice of any special meeting shall be delivered by the person charged with giving notice, not less than two days before the date of the meeting.
 5. Waiver of Notice: A church council member may waive notice of a meeting of the church council by written statement, and attendance by the church council member at the meeting without protest shall be deemed waiver of notice.
 6. Quorum. A quorum for meetings shall consist of a majority of the church council. If a quorum is not attained, then those present shall adjourn the meeting to a new date properly noticed to all church council members for not more than ten days thereafter, at that later-noticed meeting a quorum shall consist of those church council members then present.
 7. Roles. At every meeting of the church council, the chair, or in his absence, the officer designated by the chair or in the absence of a designation, the person (who shall be one of the officers, if any is present) chosen by a majority of the church council members present, shall act as chair and/or moderator, and shall conduct the meeting in an orderly manner as determined by the chair. The secretary of the church council shall act as secretary of all meetings and shall take accurate minutes of church council meetings and promptly deliver such minutes to the church secretary. In the absence of the church council secretary, the chair may appoint another person to act as church council secretary of the meeting.
 8. Participation in Meetings. Any one or more church council member may participate in a meeting of the church council by means of a conference telephone, web-based conference, or similar communications equipment or device, by means of which all persons participating in the meeting can hear each other at the same time. Participating by such means shall constitute presence in person at a meeting for purposes of determining if a quorum is present.

ARTICLE 7

EDUCATIONAL MINISTRIES

- A. Purpose: The church believes that the home and church are responsible before God for providing a Christian education. To help fulfill this responsibility of imparting biblical truth and furthering the Great Commission, this church shall establish and maintain an educational program (either a Sunday School and/or a weekday educational program) for the purposes of winning souls to Christ and teaching Bible doctrine, godly worship, and biblical Christian living. To this end, the church shall engage in educational ministries.

- B. Church Participation: All educational programs or courses of instruction formulated and offered by the church shall be primarily for the benefit of the members of the church; however, the pastor and church council, on behalf of the church, may permit non-church members to participate in church educational programs or courses of instruction if they deem it in the best interests of the church.
- C. Agreement with Statement of Faith: All educational programs or courses of instruction shall be conducted as an integral and inseparable ministry of the church and shall be taught and presented in full agreement with the statement of faith of the church and the inerrant Word of God. The church shall not hire, appoint, or retain any employee or volunteer for its educational programs who fails to adhere to or who expresses disagreement with the statement of faith or who adopts or lives a lifestyle inconsistent with the beliefs and practices of the statement of the faith, whether in or out of the classroom.

ARTICLE 8 COMMITTEES

- A. Committees: The pastor and church council, on behalf of the church, may designate or form any committees and may appoint members and/or chairpersons of said committees as considered by the pastor and church council to be in the best interests of the church. These committees may be standing or temporary (special) committees.
- B. Actions of Committees: Committees have no authority to act on behalf of the corporation. Their primary function is to research and recommend. Committees shall make available upon request all records and materials to the pastor and church council, who shall have the right to overrule any plans or decisions made by the committee. Each committee shall have a secretary who keeps and timely submit minutes of each meeting to the pastor and church secretary to be filed with church records. If deemed appropriate by the pastor and church council, the committee secretary, in conjunction with the chair, will submit an annual report to the church of the decisions and plans of the committee.

ARTICLE 9 DESIGNATED CONTRIBUTIONS

The church, in the exercise of its religious, educational, and charitable purposes, may establish various funds to accomplish specific goals. If the church receives a designated contribution for these funds or for any other designated purpose, the church will attempt to honor the designation; however, all designated contributions shall be deemed advisory rather than legally mandatory in nature and shall remain subject to the exclusive control and discretion of the pastor and the church council. No fiduciary obligation shall be created by any designated contribution made to the church other than to use the contribution for the general furtherance of any of the purposes stated in Article 1.

ARTICLE 10 CONFLICT OF INTEREST POLICY

- A. Purpose: The purpose of this conflict-of-interest policy is to protect the church's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the church or might result in a possible excess benefit transaction.

This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

Definitions

1. **Interested Person:** Any director, officer, or member of a committee with governing church council-delegated powers who has a direct or indirect financial interest.
2. **Financial interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the church has a transaction or arrangement;
 - b. A compensation arrangement with the church or with any individual or entity with which the church has a transaction or arrangement; or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the church is negotiating a transaction or arrangement.
 - d. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the church council of directors decides that a conflict of interest exists.
3. **Compensation:** Direct and indirect remuneration as well as gifts or favors that are not insubstantial.
4. **Church council:** The church council of directors of the church. The pastor and church council will determine procedures for determining a possible conflict of interest.

B. Procedures

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the church council and, if applicable, members of committees with governing church council-delegated powers considering the proposed transaction or arrangement.
2. **Determining whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, including any presentations by and discussion with the interested person, he or she shall leave the church council or committee meeting while the determination of a conflict of interest involving the transaction or arrangement is discussed and voted upon. The remaining church council or committee members (as applicable) shall decide, by a majority vote, if a conflict of interest exists.
3. **Procedures for Addressing the Conflict of Interest**
 - a. The chair of the church council shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

- b. After exercising due diligence, the church council or committee shall determine whether the church can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - c. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the church council shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the best interests of the church, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
4. Violations of the Conflict-of-Interest Policy
- a. If the church council or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
 - b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the church council determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.
5. Records of Proceedings
- a. The minutes of the church council shall contain the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the church council or committee's decision as to whether a conflict of interest in fact existed.
 - b. The minutes of the church council also shall contain the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.
6. Compensation
- a. A voting member of the church council or any committee who receives compensation, directly or indirectly, from the church for services rendered may not vote on matters pertaining to that member's compensation.
 - b. A voting member of the church council or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the church, either individually or collectively, are not prohibited from providing information to any committee regarding compensation.
7. Annual Statements: Each director, officer, and member of a committee with governing church council-delegated powers shall annually sign a statement which affirms such person has received a copy of the conflict of interest policy; has read and understands the

policy; has agreed to comply with the policy; and understands the organization is charitable and in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8. **Periodic Reviews:** To ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
 - a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's-length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the church's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
9. **Use of Outside Experts:** When conducting the periodic reviews as provided for above, the organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the church council of its responsibility for ensuring periodic reviews are conducted.

ARTICLE 11 BINDING CHRISTIAN ARBITRATION

- A. **Submission To Arbitration:** Members of the church must agree to submit to binding Christian arbitration any legal matters within the church that cannot otherwise be resolved, and expressly waive any and all rights in law and equity to bring any civil disagreement before a court of law, except that judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- B. **Arbitration Procedures:** The procedures for arbitration shall be as adopted by the church council. If the church council has not adopted procedures, the church will use arbitration procedures provided by the National Center for Life and Liberty. This arbitration provision is ecclesiastical and faith-based in nature and is intended to operate under the rules and guidelines of this local church. It is not intended to operate under any state or federal guidelines for arbitration.

ARTICLE 12 TAX-EXEMPTION PROVISIONS

- A. **Private Inurement:** No part of the net earnings of the church shall inure to the benefit of or be distributable to its members, trustees, officers, or other private persons, except that the church shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article I hereof.
- B. **Political involvement:** No substantial part of the activities of the church shall be the carrying on of propaganda or otherwise attempting to influence legislation. To the extent prohibited by law, the church shall not participate in, or intervene in (including the publishing or distribution of

statements) any political campaign on behalf of (or in opposition to) any candidate for public office.

- C. Dissolution: Upon the dissolution of the church, no part of the organization's earnings or assets may inure to the benefit of any of its members; and the church council shall, after paying or making provision for payment of all the liabilities of the church, dispose of all assets of the church to such organization or organizations formed and operated exclusively for religious purposes as shall at the time qualify as an exempt organization or organizations under section 501(c)(3) of the Internal Revenue Code of 1986, as the church council shall determine. Assets may be distributed only to tax-exempt organizations that agree with the church's statement of faith.
- D. Nondiscrimination Policy: The church shall not discriminate on the basis of race, color, nationality, or ethnic origin; however, as a religious institution it reserves the right to deny or terminate employment or to deny or terminate any other status of persons whose lifestyle, words, actions or otherwise do not align with the church's statement of faith, standard of conduct or other policies of the church. This policy statement is not intended to waive the ministerial exception or any other exception or exemption to federal, state, or local antidiscrimination laws or regulations.
- E. Limitation of Activities: Notwithstanding any other provision of these bylaws, the church shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes stated in Article I.

**ARTICLE 13
AMENDMENTS**

These bylaws may be revised or amended by a majority vote at any regular or special church council meeting. Proposed amendments or changes must be made available to voting members for review at least one week prior to the meeting at which the vote to amend the bylaws will be taken. Amendments become effective immediately upon a majority vote approving same.

These initial bylaws were adopted by a majority vote of the council members present and voting at a duly called meeting of the church council in which a quorum was present.

6-3-24
Date

Heidi Meek Medlin
Church Council Chair

EXHIBIT P

Resolution
Simpsonville United Methodist Church
Church Council

Whereas, the Church Council of the Simpsonville United Methodist Church (the “church”) recently became aware that Greenville County property records indicate that on December 30, 2015, a church trustee purported to execute quitclaim deeds on four parcels of land owned by the church, which deeds were filed with the Greenville County Register of Deeds on February 2, 2016;¹ and

Whereas, the four quitclaim deeds purported to re-deed the four properties from the church to the church for supposed consideration of \$10 for the purpose of inserting a trust clause into the deeds purporting to convert the property into trust corpus held for the benefit of third parties; and

Whereas, the church is a nonprofit corporation organized, registered, and operating under the laws of the State of South Carolina; and

Whereas, the South Carolina Nonprofit Corporation Act, the church’s Restated and Amended Articles and Bylaws, and the ecclesiastical doctrines of the denomination with which the church was affiliated in 2015 and 2016 all speak with one voice: the church’s Church Council, as the directors of the nonprofit corporation, is the sole body with the authority to authorize, permit, or direct the transfer, conveyance, disposition, or alteration of the legal status of or encumbrances on real property owned by the church; and

Whereas, the Church Council did not authorize the quitclaim deeds described above nor did the Church Council authorize the purported imposition the trust clauses contained in them; and

Whereas, because the four property transactions described above were made and recorded without the authorization or knowledge of the Church Council and were performed by one who lacked the authority to make and record those transfers legally, those transactions and the recording of them were, in the words of the law, fraudulent or induced by fraud or constituted fraudulent conveyances; and

Whereas, South Carolina law expressly states that a “trust is voidable to the extent its creation was induced by fraud” (S.C. Code Ann. § 62-7-406); and

¹ The properties are 201 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.00); 205 S. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.01); Crisp Street, Simpsonville, SC (tax map no. 0321.00-02-002.00); 403 Hillpine Drive, Simpsonville, SC (tax map no. 0318.02-01-115.00). The deeds at issue are the Quitclaim Deeds by and between Simpsonville United Methodist Church and Simpsonville United Methodist Church dated Dec. 30, 2015 and recorded on Feb. 2, 2016 in the office of the Register of Deeds for Greenville County, South Carolina at, respectively, Deed Book 2481 at Page 2672, Deed Book 2481 at Page 2680, Deed Book 2481 at Page 2668, and Deed Book 2481 at Page 2676.

No quitclaim deed was prepared or filed for the property on which the church building primarily rests, located at 215 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-003.00), and that property deed does not and has never contained any language purporting to establish any trust interest in favor of the United Methodist Church denomination or its members.

Whereas, South Carolina law expressly states that “[u]nless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend the trust” (S.C. Code Ann. § 62-7-602); and

Whereas, the trust clauses contained in the quitclaim deeds described above do not expressly state that they are or purport to create irrevocable trusts; and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes (though not here) knowingly, intentionally, and with proper authority included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is intended to preserve and protect the historic, traditional religious doctrines that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is effective only insofar as the doctrines and beliefs contained in the *Discipline* and espoused by the denomination are the authentic, historic, traditional Methodist doctrines and beliefs that have historically been held by Methodists and are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously stated by resolution that the church’s adherence to and affirmation of the United Methodist Church’s *Book of Discipline* was contingent upon the doctrines and beliefs contained therein and espoused by that denomination aligning with the authentic Methodist doctrines and beliefs that have historically been held by Methodists and that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, some of the doctrines and beliefs that have lately been espoused by the United Methodist Church, including its interpretation and weaponization of the sections of the *Discipline* discussing trust clauses, have diverged and departed from the authentic Methodist doctrines and beliefs that have historically been held by Methodists in keeping with the teachings and sermons of John Wesley;

Now therefore be it resolved that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that the unauthorized conveyances of the church’s real property dated December 31, 2015 and recorded February 2, 2016, were fraudulent and/or induced by fraud and, therefore, are voidable, and further declare that said conveyances are hereby rescinded, retracted, revoked, and declared to be void, effective June 4, 2024;

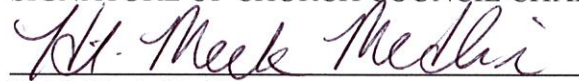
Be it further resolved that that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that to the extent the conveyances described in the preceding paragraph were effective in creating trusts (which, as explained above, is false), those trusts are revocable and are hereby revoked, effective June 4, 2024.

DONE in Regular Meeting duly assembled this 3rd day of June 2024.

[Signatures attached]

Resolution of the Church Council
Simpsonville United Methodist Church
June 3, 2024
Page 3 of 3

SIGNATURE OF CHURCH COUNCIL CHAIR:



Heidi Meek Medlin

SIGNATURE OF CHURCH COUNCIL VICE-CHAIR:



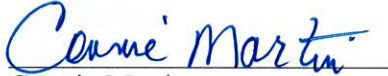
Chris Doyle

SIGNATURE OF CHURCH TRUSTEES CHAIR



Jim Bouchillon

ATTEST:



Connie Martin
Church Council Secretary

EXHIBIT Q

June 6, 2024

Via Courier

Greenville County Register of Deeds
301 University Ridge, Suite S-2100
Greenville, SC 29601

RE: Resolution - The Methodist Church of Simpsonville
NMRS File No. 082301/01500

Dear Sir or Madam:

Pursuant to Code section 33-31-404, the Certified True Copy of the Articles of Amendment were recorded in your office on June 5, 2024. The name change memorialized therein is relevant to the properties owned by the church and identified by tax map numbers 0321.00-01-002.00, 0321.00-01-002.01, 0321.00-01-003.00, 0321.00-02-002.00, and 0318.02-01-115.00.

Please note also that the church recently learned that several of its properties were re-deeded in 2016 without the church's or its officers' knowledge or authorization. Accordingly, the church's Church Council, as the corporation's directors, have recently declared those transactions to be void and have revoked the trust clause they purport to include in the deeds. *See* enclosed Resolution dated June 3, 2024. The church has not yet taken or instituted action formally to correct those transactions but reserves the right to do so.

Please record the enclosed Resolution and provide two Certified True Copies of the recorded Resolution to our courier. A check in the amount of \$30.00 is enclosed for the recording fee and Certified True Copies fee.

Thank you for your assistance on this matter. Please do not hesitate to contact me by e-mail at miles.coleman@nelsonmullins.com or by phone at (864) 373-2352 if you have any questions.

Sincerely,



Miles Coleman, Esq.

MC/lw

Resolution
Simpsonville United Methodist Church
Church Council

Whereas, the Church Council of the Simpsonville United Methodist Church (the “church”) recently became aware that Greenville County property records indicate that on December 30, 2015, a church trustee purported to execute quitclaim deeds on four parcels of land owned by the church, which deeds were filed with the Greenville County Register of Deeds on February 2, 2016;¹ and

Whereas, the four quitclaim deeds purported to re-deed the four properties from the church to the church for supposed consideration of \$10 for the purpose of inserting a trust clause into the deeds purporting to convert the property into trust corpus held for the benefit of third parties; and

Whereas, the church is a nonprofit corporation organized, registered, and operating under the laws of the State of South Carolina; and

Whereas, the South Carolina Nonprofit Corporation Act, the church’s Restated and Amended Articles and Bylaws, and the ecclesiastical doctrines of the denomination with which the church was affiliated in 2015 and 2016 all speak with one voice: the church’s Church Council, as the directors of the nonprofit corporation, is the sole body with the authority to authorize, permit, or direct the transfer, conveyance, disposition, or alteration of the legal status of or encumbrances on real property owned by the church; and

Whereas, the Church Council did not authorize the quitclaim deeds described above nor did the Church Council authorize the purported imposition the trust clauses contained in them; and

Whereas, because the four property transactions described above were made and recorded without the authorization or knowledge of the Church Council and were performed by one who lacked the authority to make and record those transfers legally, those transactions and the recording of them were, in the words of the law, fraudulent or induced by fraud or constituted fraudulent conveyances; and

Whereas, South Carolina law expressly states that a “trust is voidable to the extent its creation was induced by fraud” (S.C. Code Ann. § 62-7-406); and

¹ The properties are 201 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.00); 205 S. Main Street, Simpsonville, SC (tax map no. 0321.00-01-002.01); Crisp Street, Simpsonville, SC (tax map no. 0321.00-02-002.00); 403 Hillpine Drive, Simpsonville, SC (tax map no. 0318.02-01-115.00). The deeds at issue are the Quitclaim Deeds by and between Simpsonville United Methodist Church and Simpsonville United Methodist Church dated Dec. 30, 2015 and recorded on Feb. 2, 2016 in the office of the Register of Deeds for Greenville County, South Carolina at, respectively, Deed Book 2481 at Page 2672, Deed Book 2481 at Page 2680, Deed Book 2481 at Page 2668, and Deed Book 2481 at Page 2676.

No quitclaim deed was prepared or filed for the property on which the church building primarily rests, located at 215 S.E. Main Street, Simpsonville, SC (tax map no. 0321.00-01-003.00), and that property deed does not and has never contained any language purporting to establish any trust interest in favor of the United Methodist Church denomination or its members.

Whereas, South Carolina law expressly states that “[u]nless the terms of a trust expressly provide that the trust is irrevocable, the settlor may revoke or amend the trust” (S.C. Code Ann. § 62-7-602); and

Whereas, the trust clauses contained in the quitclaim deeds described above do not expressly state that they are or purport to create irrevocable trusts; and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes (though not here) knowingly, intentionally, and with proper authority included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is intended to preserve and protect the historic, traditional religious doctrines that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously explained that the trust clause that is sometimes included in deeds by churches affiliated with the United Methodist Church, and which is described in the denomination’s *Book of Discipline*, is effective only insofar as the doctrines and beliefs contained in the *Discipline* and espoused by the denomination are the authentic, historic, traditional Methodist doctrines and beliefs that have historically been held by Methodists and are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, the church’s Church Council has previously stated by resolution that the church’s adherence to and affirmation of the United Methodist Church’s *Book of Discipline* was contingent upon the doctrines and beliefs contained therein and espoused by that denomination aligning with the authentic Methodist doctrines and beliefs that have historically been held by Methodists and that are consistent with the teachings and sermons of John Wesley (*see* Church Council Resolution of January 23, 2023); and

Whereas, some of the doctrines and beliefs that have lately been espoused by the United Methodist Church, including its interpretation and weaponization of the sections of the *Discipline* discussing trust clauses, have diverged and departed from the authentic Methodist doctrines and beliefs that have historically been held by Methodists in keeping with the teachings and sermons of John Wesley;

Now therefore be it resolved that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that the unauthorized conveyances of the church’s real property dated December 31, 2015 and recorded February 2, 2016, were fraudulent and/or induced by fraud and, therefore, are voidable, and further declare that said conveyances are hereby rescinded, retracted, revoked, and declared to be void, effective June 4, 2024;

Be it further resolved that that the Church Council of the Simpsonville United Methodist Church, as the directors of that South Carolina nonprofit corporation, hereby declare that to the extent the conveyances described in the preceding paragraph were effective in creating trusts (which, as explained above, is false), those trusts are revocable and are hereby revoked, effective June 4, 2024.

DONE in Regular Meeting duly assembled this 3rd day of June 2024.

[Signatures attached]

Resolution of the Church Council
Simpsonville United Methodist Church
June 3, 2024
Page 3 of 3

SIGNATURE OF CHURCH COUNCIL CHAIR:

Heidi Meek Medlin
Heidi Meek Medlin

SIGNATURE OF CHURCH COUNCIL VICE-CHAIR:

Chris Doyle
Chris Doyle

SIGNATURE OF CHURCH TRUSTEES CHAIR

Jim Bouchillon
Jim Bouchillon

ATTEST:

Connie Martin
Connie Martin
Church Council Secretary



Susan M Burton
Commission Expires: 2/8/2028

EXHIBIT R

June 4, 2024

Via email and postal mail

Bishop L. Jonathan Holston
South Carolina Conference of the United Methodist Church
4908 Colonial Drive
Columbia, SC 29203
bishop@umcsc.org

Reverend Jim Dennis
Greenville District Superintendent
South Carolina Conference of the United Methodist Church
2700 White Horse Rd.
Greenville, SC 29611
gydist@umcsc.org

Kay G. Crowe
Conference Chancellor
South Carolina Conference of the United Methodist Church
1613 Main Street
Columbia, SC 29201
kay@basjlaw.com

RE: Notice of Disaffiliation — the Methodist Church of Simpsonville (f/k/a
Simpsonville United Methodist Church)
NMRS File No. 082301/01500

Dear Bishop Holston, Reverend Dennis, and Ms. Crowe:

We represent the Methodist Church of Simpsonville, formerly known as Simpsonville United Methodist Church (the “church”). I write to inform you that after a lengthy, careful, and deliberate process, the church has chosen to end its affiliation with the United Methodist Church and with the South Carolina Conference of the United Methodist Church, effective June 4, 2024. We believe this is the end of the matter, but if correspondence is needed, please direct it to me, on behalf of the church, by e-mail or phone.

Sincerely,



Miles Coleman, Esq.

MC/lw

EXHIBIT S

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

James Stillwell and Kenneth R. Bagwell,)
as Trustees of the Lebanon Methodist)
Church, and Lebanon United Methodist)
Church of Honea Path, a South Carolina)
non-profit corporation)
)
Plaintiffs)

CIVIL ACTION NO:

SUMMONS

vs.)
)
)

South Carolina Conference of the United)
Methodist Church,)
Defendant.)

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer to the said Complaint to Plaintiffs' attorney, Edward D. Sullivan, Esquire at his office at Sullivan Law Firm, PC, PO Box 11714 Columbia, South Carolina 29211, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Complaint within that time, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint.

Dated this 5th day of June, 2024.

s/Edward D. Sullivan
Edward D. Sullivan - SC Bar No. 11248
Sullivan Law Firm, PC
PO Box 11714
Columbia, SC 29211
803.467.9900 (office)
803.261.8475 (cell)
803.256.3538 (fax)
esullivan@esullivanlaw.com

Attorney for Plaintiffs

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

James Stillwell and Kenneth R. Bagwell,)
as Trustees of the Lebanon Methodist)
Church and Lebanon United Methodist)
Church of Honea Path, a South Carolina)
non-profit corporation,)
Plaintiffs,)

CIVIL ACTION NO:

COMPLAINT

vs.)

South Carolina Conference of the United)
Methodist Church,)
Defendant.)

Plaintiffs James Stillwell and Kenneth R. Bagwell, as Trustees of Lebanon Methodist Church, complaining of and against the Defendant South Carolina Conference of the United Methodist Church (the “Defendant”), would respectfully show unto this Court that:

1. Plaintiffs James Stillwell and Kenneth R. Bagwell are the Trustees of Lebanon Methodist Church (the “Church”), established in 1785 and serving the community in Greenville County and the surrounding areas continuously for nearly 240 years.
2. Plaintiff Lebanon United Methodist Church of Honea is a South Carolina non-profit corporation formed in 2002.
3. Upon information and belief, Defendant is a South Carolina non-profit organization.
4. Lebanon Methodist Church may be referred to hereafter as the “Church” and the Trustees of Lebanon Methodist Church may be referred to hereafter as the “Trustees.” Lebanon United Methodist Church of Honea Path, a South Carolina non-profit corporation, may be referred to hereafter as “Lebanon UMC corporation.” The Defendant may be referred to hereafter as the “SCUMC Conference.”

5. The real property that is the subject of this action is located in Greenville County, and jurisdiction and venue are proper in this Court. The underlying dispute can be resolved using the neutral principles of law approach.

6. In 1785, Hewlett Sullivan, a revolutionary war veteran, and his family donated land and other resources to establish a church in their community in what was then a part of Laurens County. That church was named Grove (Sullivan) Methodist Church and was located on Dunklin Bridge Road, Fork Shoals, South Carolina. The original church cemetery is located there with many graves marked by illegible monuments due to the passage of time or large stones. Today the site is memorialized by a South Carolina Historical marker.

7. The current church sanctuary was built in or about 1850 a mile or so away from the original church and is located at 1450 Dunklin Bridge Road. The Church is the successor in interest to that organized by the Sullivan Family in 1785. A separate historical marker stands in front of the Church as a testament to its historical significance and service to the community.

8. In the many years that have followed, Church members and friends of the Church in the community have donated real property to the Church, some with restrictive covenants.

9. Membership in the Church has fluctuated over the years and was severely impacted by the Covid epidemic similar to most other churches. Today the Church has 15 – 20 members who regularly attend.

10. The real property owned by the Trustees consists of approximately 5.82 acres of land including the church cemetery (the “Property”), which is located in Greenville County, South Carolina and is more particularly described as follows:

ALL that certain piece, parcel or tract of land, with all improvements thereon, situate lying and being on the southwestern side of the intersection of Dunklin Bridge Road and Lebanon Church Road in the County of Greenville, State of South Carolina, containing 5.82 acres, more or less, being

triangular in shape and being more particularly described as follows:

BEGINNING at a point in the centerline of Dunklin Bridge Road at its intersection with Lebanon Church Road, thence running along the centerline of Lebanon Church Road in a southwesterly direction to a point in the centerline of Latimer Mill Road at its intersection with Lebanon Church Road, thence turning and running along the centerline of Latimer Mill Road in a northwesterly direction to a point in the centerline of Dunklin Bridge Road at its intersection with Latimer Mill Road, thence turning and running in a southeasterly direction along the centerline of Dunklin Bridge Road to a point in the centerline of Dunklin Bridge Road at its intersection with Lebanon Church Road, the point of BEGINNING.

Said property is bounded on the north by the centerline of Dunklin Bridge Road, on the west by the centerline of Latimer Mill Road, on the south by the centerlines of Latimer Mill Road and Lebanon Church Road, and on the east by the centerline of Lebanon Church Road.

TMS # 0571.01-01-008.00

In addition to the sanctuary, there is a parsonage. The fair market value of the Property according to an August 2023 appraisal is Eighty-three Thousand (\$83,000) dollars.

11. The Property is owned by the Trustees, and title to the Property has been, and continues to be, vested in the name of the Trustees for the Church. The Property has never been conveyed to Lebanon UMC corporation, and Lebanon UMC corporation does not hold title to any real property and has never held title to any real property.

12. Upon information and belief, there has never been any written or other agreement or privity of contract between the Trustees and the SCUMC Conference, and pursuant to S.C. Code Section 32-3-10(4) and principles of equity, the SCUMC Conference is now barred from making or bringing any claim, action, or suit against the Trustees for the conveyance of the Property or claiming an interest in the Property.

13. Any commitment or agreement of Lebanon UMC corporation relative to its formation in 2002 and affiliation with the SCUMC has no effect on the Trustees or the Property. No conveyance of the Property by the Trustees to Lebanon UMC corporation or otherwise ever occurred, and any

action or claim for damages, and any suit or claim for the equitable remedy of specific performance due to the fact that the Trustees did not convey title to the Property to Lebanon UMC corporation is now barred by the applicable statute of limitations as set forth in SC Code Section 15-3-530(1) and, accordingly, neither the Defendant nor Lebanon UMC corporation may now make any claim on the Property by reason of any such commitment or agreement.

14. On November 19, 2023, the Church notified the SCUMC Conference that it intended to enter into a 30-day period of discernment concerning separation from the SCUMC Conference. The Conference received the Church's discernment letter on November 27, 2023. On January 24, 2024, the SCUMC Conference notified the Church that its separation vote was scheduled for February 18, 2024 at 3:00 p.m. At the duly noticed February 18, 2024 meeting, the members voted unanimously to separate from the SCUMC Conference and the United Methodist Church and terminate any and all affiliation with the SCUMC Conference and the United Methodist Church.

15. Upon information and belief, the Defendant does or may claim that it has an interest in the Property due to the Church's previous allegiance to the SCUMC Conference. Such a claim would result in the forfeiture of the Property the Church has owned, used, possessed, controlled and enjoyed since 1850. The Defendant's claim is denied by the Plaintiffs.

FOR A FIRST CAUSE OF ACTION
(Declaratory Judgment Pursuant to SC Code Section(s) 15-53-20 and 15-53-30)

16. Each and every allegation herein above made is incorporated herein by reference as if fully set forth herein. Any and all descriptive captions herein are illustrative and not dispositive.

17. SC Code Section 15-53-20 provides that "[c]ourts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed. No action or proceeding shall be open to objection on the ground that a

declaratory judgment or decree is prayed for. The declaration may be either affirmative or negative in form and effect. Such declaration shall have the force and effect of a final judgment or decree.”

18. SC Code Section 15-53-30 provides “[a]ny person interested under a deed, will, written contract or other writings constituting a contract or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise may have determined any question or construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.”

19. Upon information and belief, the Defendant SCUMC Conference does or may claim to have an equitable interest in the Property owned by the Trustees. The Plaintiffs respectfully request that the Court issue a declaratory judgment providing that the Defendant *does not* have an interest in the Property.

WHEREFORE, Plaintiff prays for judgment and order against the Defendant as follows:

- a. declaratory judgment finding and holding that the Defendant does not have an interest in the Property;
- b. legal fees and costs of suit incurred; and
- c. such other relief and further relief as the Court may deem just and proper.

Respectfully submitted,

s/Edward D. Sullivan

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Attorney for Plaintiffs

Columbia, South Carolina
June 5, 2024

EXHIBIT T

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

James Stillwell and Kenneth R. Bagwell,
as Trustees of the Lebanon Methodist Church
and Lebanon United Methodist Church of
Honea Path, a South Carolina non-profit
corporation,

Plaintiffs,

v.

South Carolina Conference of the United
Methodist Church,

Defendant.

Civil Action No. 2024-CP-23-03486

ANSWER

(Jury Trial Demanded)

The Defendant, South Carolina Conference of the United Methodist Church, through its undersigned counsel, hereby answers the Complaint and will respectfully show unto the Court as follows:

FOR A FIRST DEFENSE

(Response to the Allegations of the Complaint)

1. Denies each and every allegation of the Complaint not hereinafter specifically admitted.
2. Lacks sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of Paragraphs 1 and 2 and, therefore, denies the allegations and demands strict proof thereof.
3. The allegation of Paragraph 3 that the Defendant is a South Carolina non-profit organization is admitted, but the Defendant denies that it is the proper party to this action.
4. Lacks sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of Paragraphs 4 and, therefore, denies the allegations and demands strict proof thereof.

5. The allegations of Paragraph 5 stating that the real property which is the subject of this action is located in Greenville County and that venue are proper in this Court are admitted. However, the allegations set forth in the rest of Paragraph 5 are denied.

6. Lacks sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of Paragraphs 6, 7, 8, and 9 and, therefore, denies the allegations and demands strict proof thereof.

7. Lacks sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of Paragraph 10 and craves reference to any and all deeds and the chain of title pertaining to such real property. The allegation that the fair market value of the real property is Eighty-Three Thousand and No/100 (\$83,000.00) Dollars is denied.

8. Denies the allegations of Paragraphs 11, 12, and 13.

9. Lacks sufficient information or knowledge upon which to form a belief as to the truth or falsity of the allegations of Paragraph 14 and, therefore, denies the allegations and demands strict proof thereof. The Defendant craves reference to the letters referenced in the Complaint for complete recitations of their contents and denies any allegations inconsistent therewith.

10. Admits that it has an interest in the Property but the rest of the allegations of Paragraph 15 are denied.

FOR A FIRST DEFENSE AS TO THE PARAGRAPHS
LABELED FOR A FIRST CAUSE OF ACTION

11. In response to Paragraph 16, incorporates by reference and realleges every response to Paragraphs 1 through 15 above as set forth herein verbatim.

12. In response to Paragraph 17, would crave reference to S.C. Code Ann. § 15-23-20, 1976, as amended, for complete recitations of its contents and denies any allegations inconsistent therewith.

13. In response to Paragraph 18, would crave reference to S.C. Code Ann. § 15-53-30, 1976, as amended, for complete recitations of its contents and denies any allegations inconsistent therewith.

14. Admits that it does have an equitable interest in the Property but the rest of the allegations of Paragraph 19 are denied.

15. Denies that the Plaintiff is entitled to any relief from the Defendant, including but not limited to the relief requested in the prayer of the Complaint.

FOR A SECOND DEFENSE

(Church Law)

16. The United Methodist Church is a worldwide religious denomination organized by conferences, each covering a wider geographic scope, beginning with the local church and charge conference and extending through the district, annual, jurisdiction (regional), and the General Conference. The Defendant, South Carolina Conference of The United Methodist Church, is the annual conference of The United Methodist Church that represents the denomination in South Carolina. The Plaintiffs, Lebanon Methodist Church and Lebanon United Methodist Church of Honea Path, is a local church within the South Carolina Conference of the United Methodist Church's jurisdiction.

17. The General Conference is the top lawmaking assembly for The United Methodist Church. The 2016 *Book of Discipline* (the "*Discipline*") is the book of law of The United Methodist Church and is the "instrument for setting forth the laws, plan, polity, and process by which United Methodists govern themselves." *Discipline*, page V. All local United Methodist churches, including the Plaintiff, are subject to the *Discipline* and The United Methodist Church hierarchy.

18. Pursuant to ¶ 2501.1 and ¶ 2503 of the *Discipline*, all properties of United Methodist local churches are held, in trust, for the benefit of the entire denomination, and

ownership and usage of church property is subject to the *Discipline* (the “Trust Clause”). The Trust Clause is an essential element of the historic polity of The United Methodist Church and has been part of the *Discipline* since 1797. *Id.* It reflects the connectional structure of The United Methodist Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the *Discipline*. *Id.* The Trust Clause is thus a fundamental expression of United Methodism whereby local churches are both held accountable to and benefit from their connection with the entire worldwide United Methodist Church. *Id.* Pursuant to ¶ 2501.2 of the *Discipline*, the Trust Clause is and always has been irrevocable, except as provided in the *Discipline*. Accordingly, all local United Methodist churches, including the Plaintiffs, are subject to the Trust Clause.

19. In 2019, the General Conference adopted ¶ 2553 of the *Discipline*, which created a process under The United Methodist Church law for local churches to disaffiliate from The United Methodist Church and obtain a release of property from the Trust Clause. A copy of the Addendum to the *Discipline*, which includes ¶ 2553, is attached hereto as Exhibit A. Because the United Methodist Church leadership in South Carolina in consistently upheld and abided by the language of the *Discipline*, ¶ 2553 of the *Discipline* did not apply to the local churches in the South Carolina Conference of the United Methodist Church.

20. However, the Defendant, by action of the Board of Trustees, adopted for years 2023 and 2024, using ¶ 2549 of the *Discipline*, a mechanism for local United Methodist churches of which at least two-thirds (2/3) of its professing members present and voting at a local church conference voted that they could not function as a United Methodist Church due to their firmly held beliefs that the denomination has ceased to consistently uphold and abide by its stated doctrine on issues of human sexuality even without changing the *Discipline*. Following such a vote, the district superintendent for the jurisdictional district containing such local church would determine

if such local church “no longer serves the purpose for which it was organized or incorporated” and makes a recommendation as to the closure of the local church in light of its vote.

21. As a result, the Defendant, by action of the Board of Trustees, adopted a policy and procedural process for separation under ¶ 2549 for such local churches within its jurisdiction. This process of separation adopted by the Defendant includes the closure of the existing local church and the creation of a new, separate entity to take title to its property free of the Trust Clause. See “Checklist for Closure and Separation in 2024” which is attached hereto as Exhibit B.

22. The terms of the separation for such local churches were each memorialized in an agreement between the local church and the Board of Trustees of the South Carolina Conference of the United Methodist Church (“Separation Agreement”). In the Separation Agreements, the local churches and the Board of Trustees of the South Carolina Conference of the United Methodist Church agreed that the local church would be required to, among other things, pay to the Defendant an amount equal to 10% of the value of its assets, unpaid apportionments for the 12-month period prior to separation, as well as an additional 12 months of apportionments, and a contribution of withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. In exchange for the foregoing payments, the Defendant, by action of the Annual Conference, would then vote to release the local church from any obligations under the Trust Clause.

23. In 2023, the Defendant, by action of the Annual Conference, voted to approve the separation of 113 local churches in South Carolina, and in 2024 voted to approve the separation of 112 local churches in South Carolina. Each of these local churches followed the process and procedures set in place by the Defendant’s Board of Trustees, which included, among other things, payment of the amount equal to 10% of the value of the local church’s assets, apportionments, and

unfunded pension liability, and each local church in turn was able to create a new entity and keep its property which was released from the Trust Clause.

24. The Plaintiffs previously attempted to separate via the above-described process, but Plaintiffs missed critical deadlines during the process, which are set forth in Exhibit B. As a result, the Defendant, by action of the Annual Conference, could not vote to allow Plaintiffs to separate. Plaintiffs now wish to skirt the procedures and the requirement of payment of the amount equal to 10% of the value of its assets, apportionments, and unfunded pension liability that the other 225 local churches complied with and endured to date.

FOR A THIRD DEFENSE
(Constitutionality)

25. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

26. This action is barred under the Doctrine of Separation of Church and State under the United States Constitution and the Constitution of the State of South Carolina. The issues in this case are governed by Church law set forth in the *Discipline* and the numerous decisions of the Judicial Council. This case cannot be decided using neutral principles.

FOR A FOURTH DEFENSE
(Rule 12(b)(6), SCRCF—Failure to State Facts)

27. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

28. The Defendant would further show, upon information and belief, that the Complaint fails to state facts sufficient to constitute a cause of action upon which relief may be granted and should, therefore, be dismissed.

FOR A FIFTH DEFENSE

(Waiver)

29. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

30. The Defendant would further show, upon information and belief, that the Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

FOR A SIXTH DEFENSE

(Laches)

31. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

32. The Defendant would further show, upon information and belief, that the Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

FOR A SEVENTH DEFENSE

(Unclean Hands)

33. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

34. The Defendant would further show, upon information and belief, that the Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.

FOR AN EIGHTH DEFENSE

(Estoppel)

35. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

36. The Defendant would further show, upon information and belief, that the Plaintiffs' claims are barred, in whole or in part, by the doctrine of estoppel.

FOR A NINTH DEFENSE
(Statute of Limitations)

37. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

38. The Defendant would further show, upon information and belief, that the Plaintiff's claims are barred by the statute of limitations.

39. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

40. The Defendant would further show, upon information and belief, that the Plaintiffs' claims are barred, in whole or in part, by the doctrine of accord and satisfaction.

FOR A TENTH DEFENSE
(Approval/Ratification/Acceptance)

41. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

42. The Defendant would further show, upon information and belief, that the Plaintiff approved, ratified, and/or accepted the Defendant's alleged acts and/or omissions of which the Plaintiffs now complain and, therefore, the Plaintiffs' claims are barred in whole or in part.

FOR AN ELEVENTH DEFENSE
(Rule 8(c), SCRCPP)

43. The Defendant hereby realleges and incorporates herein each and every allegation contained above as though set forth herein verbatim.

44. To the extent applicable and not already asserted hereinabove, the Defendant pleads all affirmative defenses listed in Rule 8(c), SCRCPP.

AS TO FURTHER DEFENSES AND CLAIMS

45. The Defendant serves notice that it will amend this Answer to assert additional claims and defenses should it appear through discovery and investigation that additional claims and defenses are available.

WHEREFORE, having fully answered the Complaint of the Plaintiffs, the Defendant prays that this Court inquire into the matters addressed herein and issue its Order dismissing the Complaint against this Defendant, with costs, fees, and expenses to this Defendant, and such other and further relieve as this Court may deem just and proper.

s/Kay Gaffney Crowe

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August 6, 2024

EXHIBIT U

2005 WL 4692996 (S.C.Com.Pl.) (Trial Motion, Memorandum and Affidavit)
Court of Common Pleas of South Carolina,
Thirteenth Judicial Circuit.
Greenville County

Larry VAUGHN, Plaintiff,

v.

THE UNITED METHODIST CHURCH SOUTH CAROLINA CONFERENCE,
Saint Matthew Methodist Church and Harry Workman, Defendants.

Civil Action No.: 2004-CP-23-5773.
May 18, 2005.

**Defendant South Carolina Conference of the United Methodist Church's Memorandum
of Law in Support of Its Motion to Dismiss Pursuant to Rule 12(b)(1) and Motion for
Summary Judgment Pursuant to Rule 56 of the South Carolina Rules of Civil Procedure**

Defendant South Carolina Conference of The United Methodist Church has moved this Court to dismiss the claims against it in this lawsuit pursuant to [Rule 12\(b\)\(1\) of the South Carolina Rules of Civil Procedure](#) for lack of subject matter jurisdiction and [Rule 56](#) of the South Carolina Rules of Civil Procedure, on grounds that Plaintiff has failed to raise a genuine issue of material fact that would permit it to prevail under the claims he has stated. Defendant South Carolina Conference of The United Methodist Church moves the Court for dismissal and/or summary judgment on the following grounds: (1) the statute of limitations on each of the claims brought by Plaintiff in the action has run, and Plaintiff is barred from pursuing them at this late date; (2) the controversies as set forth in Plaintiff's Complaint, as they pertain to Defendant South Carolina Conference of The United Methodist Church, require the Court to engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration, over which this Court has no subject matter jurisdiction; (3) the South Carolina Conference of The United Methodist Church cannot be held liable under the *respondeat superior* theory alleged by Plaintiff; and (4) even if this Court exercises jurisdiction over the matters raised in Plaintiff's Amended Complaint, Plaintiff fails to raise a genuine issue of material fact sufficient to allow relief to be granted.

ALLEGATIONS

Plaintiff has alleged that he and wife, Marie Vaughn (now ex-wife), were members of Trinity United Methodist Church ("Trinity UMC") in Aiken, South Carolina, and sought spiritual and personal counseling from Harry Workman, formerly a pastor at Trinity UMC, beginning in 1993. (Plaintiff's Amended Complaint, ¶ 8). In March of 1996, Plaintiff alleges that he and his wife began counseling with Workman, and that in the Fall of 1996, he began to suspect that Workman and his wife were having an affair. (Plaintiff's Amended Complaint, ¶¶ 9-11). Plaintiff allegedly "gave notice" to the Pastor Parish Relations Committee (PPRC) in the Fall of 1997 of his "suspicions" that his wife was having an affair with Workman. (Plaintiff's Amended Complaint, ¶ 14; see also Deposition of Larry O. Vaughn, hereinafter "L. Vaughn Deposition," pp. 54-55).

In June 1999, Workman left his appointment at Trinity UMC to become pastor of St. Matthew United Methodist Church in Greenville, South Carolina. Shortly thereafter, in September 1999, the Bishop of the South Carolina Conference of the United Methodist Church received a letter from Plaintiff, in which Plaintiff accused Workman of having an affair with Marie Vaughn. (Larry Vaughn letter, attached as Exhibit "A"). Specifically, in his letter, Plaintiff stated that "The bottom line is this: our previous pastor, Dr. Harry Workman, is having an affair with my now ex-wife" (emphasis added). Plaintiff also detailed his reasons for bringing his accusations against Workman, including allegedly inappropriate activity between Workman and Marie Vaughn during a period of counseling between March 1996 and January 1998. In his letter, Plaintiff asked the Bishop to "do

something about Dr. Workman before more Christians are hurt, betrayed, and taught false doctrines.” (Exhibit “A”). In her own letters to the Bishop, dated September 20, 1999 and October 2, 1999, Marie Vaughn denied the accusations levied in her husband's letter against Workman, and accused Plaintiff of other outrageous conduct, such as causing their divorce because of his physical violence and his affair with Marie Vaughn's twin sister, Renee. (Letters from Marie Vaughn to Bishop McCleskey, Exhibits “B” and “C”).

Plaintiff filed his initial complaint in this action on August 31, 2004, nearly five (5) years after he sent his letter of September 1999 to the Bishop of the South Carolina Conference of The United Methodist Church, and nearly eight (8) years after Plaintiff first voiced his suspicions that Workman and Marie Vaughn were having an affair. Plaintiff has brought suit against the Conference, Trinity UMC, and Harry Workman, and states in his Amended Complaint that he “learned in May of 2004 that an affair did occur between Defendant Workman and [Plaintiff's] former wife.” (Plaintiff's Amended Complaint, ¶ 16). Plaintiff has brought the following causes of action against the Conference:

1. Intentional Infliction of Emotional Distress;
2. Negligence and Intentional Negligence;
3. Negligent Hiring, Retention, and Supervision;
4. Marital Counseling/Clergy Malpractice; and
5. Breach of Fiduciary Duty.

The Conference now appears before the Court and respectfully requests that its Motion to Dismiss and/or for Summary Judgment be granted on grounds as discussed below.

STANDARD OF REVIEW

The Conference moves to dismiss those claims brought by Plaintiff that are barred by the First Amendment of the U.S. Constitution pursuant to [Rule 12\(b\)\(1\) of the South Carolina Rules of Civil Procedure](#) for lack of subject matter jurisdiction. The proper procedure for raising lack of subject matter jurisdiction prior to trial is to file a motion to dismiss, rather than a motion for summary judgment. *Edens v. Bellini*, 359 S.C. 433, 440, 597 S.E.2d 863, 867 (S.C. App. 2004)

The Conference also moves for summary judgment on all claims brought by Plaintiff pursuant to [Rule 56 of the South Carolina Rules of Civil Procedure](#). Summary judgment is proper when there is no genuine issue as to any material fact. Although the Court must view the facts and inferences therefrom in the light most favorable to the nonmoving party, the non-movant may not rest on the mere allegations or denials of his pleading. Instead, the non-movant must set forth or point to specific facts showing that there is a genuine issue of material fact. Thus, the existence of a mere scintilla of evidence in support of the nonmoving party's position is not sufficient to overcome a motion for summary judgment. *Bravis v. Dunbar*, 316 S.C. 263, 265, 449 S.E.2d 495, 496 (S.C. App. 1994).

ARGUMENT

I. PLAINTIFF'S CLAIMS ARE BARRED BY THE APPLICABLE THREE-YEAR STATUTE OF LIMITATIONS.

The statute of limitations for each of the five claims brought in Plaintiff's Amended Complaint is three (3) years, which applies to any injury to the person or rights of another, not enumerated in contract and not enumerated by law. [S.C. Code Ann. § 15-3-530\(5\)](#). All actions initiated under [S.C. Code Ann. § 15-3-530\(5\)](#) must be commenced within three years after the person knew, or by the exercise of reasonable diligence should have known, that he had a cause of action. [S.C. Code Ann. § 15-3-535](#).

Each of Plaintiff's claims is based factually on Workman's alleged affair with Marie Vaughn.

- His claim for Intentional Infliction of Emotional Distress is based on his allegation that a “special relationship” between Plaintiff and Workman was violated when “Workman had an affair with Plaintiff's former wife,” thereby allegedly causing him severe emotional distress. (Plaintiff's Amended Complaint, ¶ 19).
- His claim for Negligence and Intentional Negligence relies on no factual allegations other than those used to support his other causes of action. (Plaintiff's Amended Complaint, ¶¶ 25-28).
- His claim for Negligent Hiring, Supervision & Retention is based on Workman's alleged prior “inappropriate and improper behavior with parishioners.” (Plaintiff's Amended Complaint, ¶¶ 31-32). The inappropriate and improper behavior to which Plaintiff refers is the alleged affair between Workman and Marie Vaughn.
- His claim for “Clergy Malpractice” is based on Workman's alleged “adulterous affair with Plaintiff's now former wife” while Plaintiff and his wife was providing spiritual and personal guidance to Plaintiff and Plaintiff's wife.” (Plaintiff's Amended Complaint, ¶¶ 39-41).
- His claim for “Breach of Fiduciary Duty” is based on Plaintiff's allegation that “Plaintiff's [sic] trust and confidence” were used to “benefit the Defendant's own personal-desires.” (Plaintiff's Amended Complaint, ¶ 48).

In Plaintiff's own words, he asserted in *September 1999* in his letter to the Bishop as follows: “The bottom line is this: our previous pastor, Dr. Harry Workman, is having an affair with my now ex-wife.” (Exhibit “A”) (emphasis added). It is clear that he knew, or should have known, that he had a cause of action at the latest in September 1999, and that within three years he would have to commence his causes of action on the grounds he now raises.

South Carolina law on this point is well-settled. The date on which discovery should have been made - and on which the statute of limitations begins to run - is an objective, not subjective, question. As our Supreme Court recently articulated,

The exercise of reasonable diligence means simply that an injured party must act with some promptness where the facts and circumstances of an injury would put a person of common knowledge and experience on notice that some right of his has been invaded, or that some claim against another party *might* exist. *The statute of limitations begins to run from this point and not when advice of counsel is sought or a full-blown theory of recovery developed.*

Epstein v. Brown, 363S.C. 372, 610 S.E.2d 816, 818 (2005) (plaintiff should have known that the statute began to run on a legal malpractice claim at conclusion of his trial) (emphasis in original). For instance, in *Majstorich v. Gardner*, 361 S.C. 513, 604 S.E.2d 728 (S.C. App. 2004), where a former client brought an action for fees against his attorney, the appellate court upheld summary judgment because the plaintiff knew or should have known he had a claim against his attorney on the last date the attorney represented him, since he was “dissatisfied with Gardner's representation on each of the three occasions that he performed work.” 361 S.C. at 520, 604 S.E.2d at 732. Whether the plaintiff *actually* knew he had a claim was *not* the proper test. *Id.*

Similarly, the South Carolina Supreme Court upheld a trial court's directed verdict in *Dean v. Ruscon Corporation*, 321 S.C. 360, 468 S.E.2d 645 (1996), ruling that the plaintiff's claim was barred by the applicable statute of limitations. The plaintiff “admitted that she *personally believed* that the damage to her building resulted from the pile driving activities of 1984, and

that when she first noticed the crack, she thought the building structure had been compromised,” giving her notice that she might have a cause of action. 321 S.C. at 364, 468 S.E.2d at 648 (emphasis added). The fact that the “injured party may not comprehend the full extent of the damage is immaterial.” 321 S.C. at 364, 468 S.E.2d at 647.

More recently, our appellate court has ruled that the applicable statute of limitations ran from the date the plaintiff should have known that an injury occurred, *not* when his orthopedic surgeon informed him of the true nature of his injury. *Knox v. Greenville Hospital System*, 362 S.C. 566, 571, 608 S.E.2d 459, 462 (S.C. App. 2005). It was *immaterial* that a third party later confirmed the plaintiff’s suspicions that he had suffered an injury when the plaintiff, before he was discharged, stated that he thought he was experiencing pain and that the “doctor” had hit a nerve. 362 S.C. at 573 608 S.E.2d at 462.

The *Knox* case is very similar to the instant case. For instance, it is *immaterial* that Plaintiff has alleged that he “learned in May 2004 that the affair did occur” and that the Conference and Trinity UMC had knowledge of the relationship. (Plaintiff’s Amended Complaint, ¶ 16). In his deposition, Plaintiff testified that, although he could not prove that Marie Vaughn was having an affair with Harry Workman, he strongly suspected that they were, in fact, having an affair. For instance, as early as the fall of 1997, Plaintiff stated as follows:

Q. (Matthews): That’s okay. I don’t want to interrupt your train of thought, but I do want to understand a couple of things you are saying. You told John Hill, who was a counselor that you were seeing, that you believed -

A. (L. Vaughn): *That I suspected that Marie and Harry were having an affair.* I suspected it. You know, I couldn’t prove it. I didn’t know it. You know, I just thought something was again wrong.

Q. And this was in this fall of '97; is that right?

A. It would have been - yes, because it was at the time that I found those couple of letters, and it was the time that I had gone to Harry, you know, about the letters.

(L. Vaughn Deposition, pp. 48-49) (emphasis added). After Marie Vaughn had moved out of Larry Vaughn’s home in early 1998, Larry Vaughn approached others about his accusations.

Q. (Matthews): Kathryn Wade said that?

A. (L. Vaughn): Kathryn Wade. So I went personally to the chairman of the board. I went to Donny Bates, Dale Brantley, George Fowler. You know, Sylvia Westerdoll was the Chairman. I asked the chairman of the PPR [Pastor-Parish Relations] on two different occasions for a copy of the letter that Harry presented. Me being a member of the PPR, I wanted to know what it was about. About that point I told all of them, I said, everybody that I talked to on the PPR, *I said, look, I believe that Harry is having an affair with Marie, and you guys need to look into it. If nothing else, you know, their behavior is totally inappropriate. I said, my wife has left me, and I said, you as members of this board refuse to look into this situation, and I’m telling you the pastor is involved,* and y’all are unwilling as a board to do what you’re required to do.

(L. Vaughn Deposition, pp. 54-55) (emphasis added). Plaintiff also stated that he accused Workman and Marie Vaughn of having an affair in conversations with Angelin Simmons, a District Superintendent with the South Carolina Conference of The United Methodist Church, in early 1999.

A. (L. Vaughn): The district superintendent came to our church. It was either sometime around February or March [1999]. I don’t remember exactly when, but it was about the time Harry stepped out of the pulpit. And I told her at that point in time what I suspected. I told her, along with Kathryn [Wade], she was with me, and thank God the two of us were together because it can’t be refuted, that - *I told Angelin Simmons that I*

thought that Harry and Marie were having an affair and that I was pretty confident that Marie was leaving me for Harry and that Harry was leaving Kathy for the same reason, but she really didn't want to hear it.

(L. Vaughn Deposition, p. 77)(emphasis added). Later, in May 1999, he again spoke with District Superintendent Simmons.

A. (L. Vaughn): So after the meeting Kathryn [Wade] and I stayed around and talked to Angelin and Rodney [Powell]. I told Angelin and Rodney, more particularly I was talking to Rodney, I said, you're fixing to walk into a mess. And I said, *I'm pretty sure that Harry's having an affair with Marie*, and I've tried very hard to get the church to look into it, and I've tried very hard to stop it.

(L. Vaughn Deposition, p. 86) (emphasis added). With reference to the same conversation, Plaintiff testified as follows:

Q. (Matthews): Now, you reported to Angelin Simmons in May of '99 that you were pretty sure that -

A. (L. Vaughn): Well, I - yes, I said I was pretty sure. At the time I had no hard physical evidence that would prove that Harry and Marie were having a divorce - having an affair. I had a couple of letters that didn't have any names in it. Yeah, I had those letters.

Q. *But you had drawn the conclusion that they were, in fact, having an affair?*

A. *Yeah. I mean, listen, my - all my friends were telling me they were seeing them places by this time, you know...[A third person] told her parents that Marie and Harry had been meeting in Hitchcock Woods and they had been romantically involved and that they were having sex and they were doing all kinds of stuff. And that had been passed on from Marie telling one of her friends.*

Q. (Matthews): Okay. Let me - I want you to correct me if I'm wrong. *You did not know for an absolute fact that Harry Workman was having an affair with Marie Vaughn, but you certainly suspected that he was?*

A. (L. Vaughn): *I suspected very heavily.*

(L. Vaughn Deposition, pp. 92, 95). And, concerning his letter to Bishop McCleskey in the fall of 1999 - attached as Exhibit "A" - Plaintiff explained himself as follows:

Q. (Matthews): Hold on, let me finish. Based on the facts that you have stated here, that the bottom line comes down to this, your previous pastor, Dr. Harry Workman, was having an affair with your now ex-wife and that he started this affair while she was still living in the home with you and your children and that the affair continued until the date of this letter; is that correct?

A. (L. Vaughn): *Yes. I said here that he was having an affair with my now ex wife. Harry was married. He wasn't divorced. He was married, too. And although I was divorced, he was married. So either way you look at it, you know, I had no proof that he was having - you know, that he was absolutely having an affair. I knew that he was doing wrong with Marie. But at this point in time, as of June after I was divorced, he openly started telling people that was dating Marie within days of our divorce, within days.*

Q. But I believe the point you were making is not only was he at that time having an affair with Marie Vaughn, but that even prior to your divorce you believed he was having an affair -

A. I was fairly confident up to that point in time that he had had some affair, but I couldn't prove it at that point in time. *At that point in time there was no doubt that he was having an affair with Marie because he openly admitted that he was dating her.* But I didn't know what was going on. I mean, all I knew was that he was telling people in Trinity that he was dating Marie.

Q. Well, your purpose in writing this letter was to accuse Mr. Workman of having an affair with your then ex-spouse and to have the bishop take some action on the basis of that accusation; is that correct?

A. Well, *I suppose accuse would probably be a pretty good word. I had great suspicions that he had been having an affair with her.* I could never prove it, couldn't get nobody to ever look into it, but he was hauling my daughter back and forth, getting out at the end of the street, and telling people openly that he was dating Marie, so I mean, *it was pretty obvious that some wrong was taking place at that point in time.*

L. Vaughn Deposition, pp. 110-113). Therefore, according to Plaintiff's own testimony, it is inescapable that Plaintiff should have known that the alleged injury would have occurred *in the fall of 1999 at the very latest*, and not when Marie Vaughn confirmed his suspicions in May 2004.

It is also immaterial that Plaintiff may not have been aware of potential defendants other than Harry Workman in September 1999. It is black letter law in South Carolina that “the date when a Plaintiff learns of a potential new defendant has *absolutely no bearing* on the timing of the statute of limitations.” *Cline v. J.E. Faulkner Homes, Inc.*, 359 S.C. 367, 371, 597 S.E.2d 27, 29 (S.C. App. 2004) (citing *Wiggins v. Edwards*, 314 S.C. 126, 442 S.E.2d 169 (1994)) (emphasis added).

There is, quite simply, no conceivable way that Plaintiff can argue that he did not “discover” his claim after September 1999 at the latest, the date that he accused Workman, in writing, of having an affair with his wife. Therefore, the latest date Plaintiff should have brought his claims is September 2002. Plaintiff initiated this action in June 2004. His claims are time-barred and should be dismissed with prejudice.

**II. THIS COURT'S JURISDICTION OVER PLAINTIFF'S CLAIMS, AS THEY PERTAIN
TO THE CONFERENCE, IS BARRED BY THE FIRST AMENDMENT TO THE U.S.
CONSTITUTION AND BY ARTICLE I, SECTION 2 OF THE SOUTH CAROLINA CONSTITUTION.**

The First Amendment of the U.S. Constitution limits the circumstances under which a civil court can intrude into a church's internal affairs.¹ The U.S Supreme Court has ruled that:

[W]here resolution of the disputes cannot be made without extensive inquiry by civil courts into religious law and polity, the First and Fourteenth Amendments mandate that civil courts shall not disturb the decisions of the highest ecclesiastical tribunal within a church of hierarchical polity, but must accept such decisions as binding on them, in their application to the religious issues of doctrine or polity before them.

Pearson v. Church of God, 325 S.C. 45, 49, 478 S.E.2d 849, 851 (1996) (quoting *Serbian Eastern Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 96 S.Ct. 2372, 49 L.Ed.2d 151 (1976)). South Carolina law is similarLy restrictive. Indeed the South Carolina Supreme Court has set forth its general principles in these matters as follows:

1. Courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration;
2. Courts cannot avoid adjudicating rights growing out of civil law;
3. In resolving such civil law disputes, courts must accept as final and binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom, and administration.

Pearson, 325 S.C. at 52-53, 478 S.E.2d at 853. As the South Carolina Supreme Court has recently restated, it “is not the function of the courts to dictate procedures for a church to follow,” and that “we limit our inquiry into church affairs and respect the boundaries of church self-governance.” *Williams v. Wilson*, 349 S.C. 336, 340, 563 S.E.2d 320, 322 (2002).

In the religious denomination of The United Methodist Church, church law, doctrine, and self-governance are established in *The Book of Discipline of The United Methodist Church* (hereinafter *The Book of Discipline* or *Discipline*). As set forth in the “Episcopal Greetings” of *The Book of Discipline*, “The *Discipline* is the book of law of The United Methodist Church. It is the product of over 200 years of the General Conferences of the denominations which now form The United Methodist Church.” (See Exhibit D).

As explained more fully below, for the Court to assert jurisdiction over the claims brought by Plaintiff in this matter, it would necessarily have to pass judgment on matters of internal church polity, religious law, and ecclesiastical self-governance. Most importantly, to find for Plaintiff, the Court must find that The United Methodist Church's religious law concerning its selection, supervision, and retention of pastors - as embodied in *The Book of Discipline* - is somehow “deficient” and that the Conference must be held liable for these “deficiencies.” As stated above, our precedents do not allow this Court to do so.

In sum, Plaintiff demands that this Court become excessively entangled in religious affairs of the Conference. By asking this Court to assert jurisdiction over his claims, Plaintiff asks this Court to review and judge the nature of the Conference's religious law as set forth in *The Book of Discipline* regarding candidacy for ordination into The United Methodist ministry (§ 305 *et seq.*), admission and continuance of full membership in the ministry and in the Annual Conference (§ 324 *et seq.*), the manner in which a United Methodist Bishop may make appointments (§ 329), the responsibilities and duties of a pastor (§ 331), the manner in which the Conference handles complaints against clergy (§ 359), the nature and spiritual responsibilities of United Methodist Bishops and District Superintendents (§ 403 *et seq.*), and the organization of the Annual Conference (§ 601 *et seq.*) (see Exhibit D). As stated in § 359 of *The Book of Discipline*,

Ordination and membership in an annual conference in The United Methodist Church is a sacred trust. The qualification and duties of local pastors, associate members, probationary members, and full members are set forth in the *Book of Discipline* of The United Methodist Church, and we believe they flow from the gospel as taught by Jesus the Christ and proclaimed by his apostles.

To adjudicate this case as Plaintiff demands, this Court must find that the rules of ordination and membership set down by *The Book of Discipline* are unlawful, even though congregants and members of the Conference believe they “flow from the gospel as taught by Jesus the Christ and proclaimed by His apostles.” Under both federal and state law, this Court may not intrude into these “quintessentially religious” affairs of the South Carolina Conference of The United Methodist Church. For this reason alone, this Court cannot exercise subject-matter jurisdiction over these claims under [Rule 12\(b\)\(1\) of the South Carolina Rules of Civil Procedure](#), and should dismiss Plaintiff's claims.

III. AN EMPLOYER-EMPLOYEE RELATIONSHIP DOES NOT EXIST BETWEEN THE CONFERENCE AND A PASTOR OF A UNITED METHODIST CHURCH.

a. An employer-employee relationship between the Conference and a Pastor of a United Methodist Church does not exist under the Church's religious doctrine.

To the extent that Plaintiff seeks to bring suit against the Conference under a *respondeat superior* theory of liability, his claims must fail, because Harry Workman was not an “employee” of the Conference.

The “Employment Status of Clergy” is addressed in *The Book of Discipline* as follows:

Ministry in the Christian church is derived from the ministry of Christ (§ 301). Jesus makes it clear to us that he is a shepherd and not a hireling (John 10: 11-15). *Similarly, United Methodist clergy appointed to local churches are not employees of the local church or the Conference.* It is recognized that for certain limited purposes such as taxation, benefits, and insurance, governments and other entities may classify clergy as employees. Such classifications are not to be construed as affecting or defining United Methodist polity, including the historic covenants that bind annual conferences, clergy, congregations, episcopal appointive powers and procedures, or other principles set forth in the Constitution or the *Book of Discipline* (see e.g., §§ 301; 319-320; 324-325; 329; 331). In addition, any such classifications should be accepted, if at all, only for limited purposes, as set forth above, and with the full recognition and acknowledgment that it is the responsibility of the clergy to be God's servants.

The Book of Discipline, § 141 (attached). Theodore Walter, who has served for 47 years as a member of the Conference and for 8 years on the Judicial Council of The United Methodist Church, affirms that it is clear the United Methodist polity holds that its clergy are not employees of the Conference, in part to maintain the freedom of the pulpit to proclaim the Gospel and exercise the servant leadership of clergy. (See attached Affidavit of Theodore Walter, Exhibit E).

As explained above, it is black letter law in South Carolina that courts must accept as final and binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom, and administration. *Pearson*, 325 S.C. at 52-53, 478 S.E.2d at 853. It is also uncontrovertible that *The Book of Discipline* is the highest source of religious law that governs The United Methodist Church. This Court should not, therefore, seek to redefine Methodist polity by ruling that a pastor in a United Methodist Church is an “employee” of the Conference.

b. Even under secular standards, an employer-employee relationship does not exist between the Conference and a Pastor of a United Methodist Church.

Even measured under secular standards, an employer-employee relationship does not exist between a pastor and the Conference. Under South Carolina common law, the primary consideration in determining whether an employer-employee relationship exists is whether the purported employer has the *right to control* the servant in the performance of his work and the manner in which it is done. The test is not the actual control exercised, but whether there exists the right and authority to control and direct the particular work or undertaking. *Kilgore Group, Inc. v. South Carolina Employment Sec. Com'n*, 313 S.C. 65, 68, 437 S.E.2d 48, 49 (1993). The principal factors indicating the right of control are (1) direct evidence of the right to, or exercise of, control; (2) method of payment; (3) furnishing of equipment; and (4) right to fire. 313 S.C. at 68, 437 S.E.2d at 49-50. Under these standards, United Methodist pastors are not employees of the Conference.

In his deposition testimony in another case, the Reverend Gareth D. Scott, a retired minister and member of the South Carolina Conference of The United Methodist Church who served as Workman's District Superintendent in Greenville, illustrated the nature of the relationship in this exchange:

Q. (Matthews): When you were the District Superintendent in Greenville, did you direct Mr. Workman's day-to-day performance?

A. (Scott): No.

Q. Did you control his wages?

A. No.

Q. Did you establish the hours the he was performing his duties?

A. No.

Q. Did you set his schedule?

A. No.

Q. Did you establish his style of preaching?

A. No.

Q. Did you prescribe his methods of evangelism?

A. No.

Q. Did you plan the content of his worship services?

A. No.

Q. Were you responsible for reviewing his pay?

A. No.

Q. Did you furnish him with equipment?

A. No.

Q. Did you have the right to fire him?

A. No.

(Deposition of the Reverend Gareth D. Scott, pp. 110-111). Moreover, the application of the common law employee-employer standards to the pastor-Conference relationship is set forth in remarkable detail in *Lamb v. Iowa Annual Conference of The United Methodist Church*, LACV033921 (Iowa Dist. Ct. August 25, 1988) (slip op. attached). In this case, the plaintiff brought suit against the Iowa Conference under a *respondeat superior* theory, alleging that a pastor of a United Methodist church improperly touched her. In considering whether an employer-employee relationship between the Conference and pastor existed, the court found as follows:

Clergy members of the Conference are appointed by the bishop to serve local churches, but are not servants or agents of the Conference. *There exists no employer-employee relationship, local churches being responsible for the compensation for their pastors, payment of a pastor's retirement plan contribution, health insurance premiums, housing, travel allowance, equipment, books, and supplies.* Based upon the *Book of Discipline*, the conference has no control of a local pastor's day-to-day performance of the services he provides, no control of wages, hours, office hours, schedule of time, style of preaching, methods of

evangelism, planning and content of worship services, or other means and manner the pastor utilizes in carrying out his ministry. The Conference does not supervise day-to-day activities, task performance and has no day-to-day presence or representatives in the local churches within the boundaries of the Conference. The Conference does not operate seminaries for the education and training of the clergy.

Slip op. *3 (emphasis added). Further, the ruling refers to an apt analogy describing the relationship between the Conference and a pastor.

The analogy used by the defendant in explaining the relationship of the Iowa Annual Conference of The United Methodist Church to local Methodist churches and their pastors appears to be correct. *The Iowa Supreme Court regulates the requirements for admission to the bar of attorneys practicing in the State of Iowa. They are also ultimately the body which may suspend or cancel a license to practice law. The Iowa Annual Conference of The United Methodist Church in fact performs much of the same function as it pertains to pastors for local churches.* The Iowa Supreme Court does not conduct day-to-day supervision of practicing attorneys in the State of Iowa and rarely on [its] own motion would provide sanctions for violation of regulations. The majority of the time formal complaints must be filed through the Iowa State Bar Association and ultimately upon recommendation the Supreme Court will deal with requested sanctions. This supervisory capacity does not create legal liability on the Iowa Supreme Court for acts of practicing attorneys.

Slip op. *4 (emphasis added). For the same reason attorneys licensed and disciplined by the South Carolina Bar and the South Carolina Supreme Court are not “employees” of the South Carolina Bar and the South Carolina Supreme Court, a local pastor of a United Methodist Church is not an “employee” of the South Carolina Conference of The United Methodist Church.

IV. EVEN IF AN EMPLOYER-EMPLOYEE RELATIONSHIP EXISTS BETWEEN THE CONFERENCE AND A PASTOR OF A UNITED METHODIST CHURCH, THE PASTOR'S ALLEGED WRONGFUL ACTS WERE OUTSIDE THE SCOPE OF HIS EMPLOYMENT.

Even if this Court found that an employer-employee relationship existed and that the Court's subject-matter jurisdiction was proper, Plaintiff still cannot state a claim under a *respondeat superior* theory of liability. Under such a theory, an employer may be held liable for the acts of an employee acting *within* the scope of his employment. *South Carolina Ins. Co. v. James C. Greene and Co.*, 290 S.C. 171, 179, 348 S.E.2d 617, 621 (S.C. App. 1986). To determine whether an employee acted within the scope of his employment, the Court must consider *if the act was in furtherance of the employer's business*. If he acts for some independent purpose of his own, wholly disconnected from the furtherance of his employer's business, his conduct falls outside the scope of his employment. *Vereen v. Liberty Life Ins. Co.*, 306 S.C. 423, 429, 412 S.E.2d 425, 429 (S.C. App. 1991).

Quite simply, under South Carolina law, there is no way that Plaintiff can maintain that a pastor is acting within the “scope of his employment” where the conduct at issue is an alleged affair between the pastor and Plaintiff's wife. For instance, in *Morris v. Mooney*, 288 S.C. 447, 343 S.E.2d 442 (1986), a divorced husband sued the employer of his former wife and the co-employee with whom she had an adulterous relationship, claiming the wife's paramour committed the adulterous acts while in the scope of his employment. Rejecting his claim, the South Carolina Supreme Court found that “[i]t is clear that these acts of adultery were not reasonably necessary to accomplish any purpose of Dr. Mooney's employment.” 288 S.C. at 448, 343 S.E.2d at 443. *See also Doe v. South Carolina State Budget and Control Bd., Office of Ins. Services, Ins. Reserve Fund*, 329 S.C. 214, 494

S.E.2d 469 (S.C. App. 1997), *aff'd*, 337 S.C. 294, 523 S.E.2d 457 (1999) (“no cogent argument can be made that [the employee] was furthering the business of his employer at the time he sexually assaulted Appellants”); *Padgett v. South Carolina Insurance Reserve Fund*, 340 S.C. 250, 531 S.E.2d 305 (S.C. App. 2000) (sexual touching by university professor not within his official scope of duties); *Frazier v. Badger*, 361 S.C. 94, 603 S.E.2d 587 (2004) (assistant principal's sexual advances to co-employee were not within scope of official duties or employment).

In fact, Plaintiff himself states unequivocally that Workman's inappropriate relations with Marie Vaughn was outside the scope of Workman's duties as a pastor.

A. (L. Vaughn): Marie needed more counsel than what Harry could provide. *Harry started out on the right path and turned it into a sexual escapade which further damaged Marie and her mental state. When a pastor starts asking questions like, what are your sexual fantasies, then it's outside of the envelope that a counselor, a pastor, should be discussing.*

Q. (Matthews): So it was *outside the scope of his duties*?

A. *Absolutely.*

(L. Vaughn Deposition, p. 215) (emphasis added).²

Plaintiff's causes of action all arise from his allegation that Harry Workman, as a pastor at Trinity United Methodist Church, had an affair with Plaintiff's wife. However, even taking these allegations as true, Plaintiff cannot bring suit against another entity under a *respondeat superior* theory of liability, since the alleged acts of Workman would be clearly outside the scope of his employment. For this reason alone, this Court should dismiss Plaintiff's claims that are based on a *respondeat superior* theory of liability - four of his five claims - as a matter of law.

V. EVEN IF THE CONFERENCE COULD BE SUED IN CIVIL COURT, THE PLAINTIFF'S CAUSES OF ACTION SHOULD BE DISMISSED BECAUSE PLAINTIFF HAS FAILED TO STATE A GENUINE ISSUE OF MATERIAL FACT THAT WOULD PERMIT HIS RECOVERY UNDER ANY OF HIS CLAIMS.

Aside from the jurisdictional issues in this matter, Plaintiff's claims should be dismissed under [Rule 56 of the South Carolina Rules of Civil Procedure](#) because they fail to state a claim for which relief can be granted.

a. South Carolina law does not recognize Plaintiff's claim for “marital counseling/clergy malpractice.”

Before Plaintiff can bring a cause of action against any defendant, including the Conference, the cause of action must exist under South Carolina law. South Carolina does not recognize the claim of “clergy malpractice.” As recently stated by our appellate court:

The trial court further held no cause of action for clergy malpractice exists in South Carolina. On appeal, Appellants have cited no precedent and we are aware of none that stands for the proposition a church owes its parishioners a duty of care regarding its handling of their complaints. The trial court was therefore correct to grant summary judgment against Appellants on their negligence cause of action.

Brown v. Pearson, 326 S.C. 409, 420, 483 S.E.2d 477, 483 (S.C. App. 1997).

In fact, even if the Court attempted to create such a tort, the Court would inevitably involve itself in a “quintessentially religious” affair. When discussing his cause of action for clergy malpractice at his deposition, Plaintiff stated as follows:

Q. (Matthews): Right. So the [examples] that you seek to recover for are the facts that he prevented and persuaded your wife from seeking professional psychiatric or psychological care and that he had an adulterous affair with your now former wife and began counseling your children, that those failures on his part compromised or caused him to fail to meet the standard of care for a clergyman of his experience and training?

A. (L. Vaughn): That's part of it, and the rest of it is he did it to the whole church. Now, I can't collect for the church.

Q. Okay.

A. - and that -

Q. And you rely on that in part of what you believe to be in the *Book of Discipline*?

A. No, I'm relying on that as a Christian and based on what I know to be in the Bible.

(L. Vaughn Deposition, pp. 220-221) (emphasis added). Therefore, even if the claim of “clergy malpractice” existed, it would be impossible to adjudicate without reference to the Plaintiffs own religious beliefs as well as internal religious standards of care set for clergymen by the Conference. *See also Borchers v. Hrychuk*, 727 A.2d 388, 395 (Md. App. 1999) (tort of clergy malpractice not recognized); *Teadt v. Lutheran Church Missouri Synod*, 603 N.W.2d 816 (Mich. App. 1999) (action for clergy malpractice not recognized); *Wende C. v. United Methodist Church, et al.*, 6 A.D.3d 1047, 776 N.Y.S.2d 390 (App. Div. 4th Dep't 2004), *aff'd*, 4 N.Y.3d 293 (N.Y. 2005) (same). For these reasons, Plaintiffs claim for clergy malpractice must be dismissed.

b. The Conference cannot be sued for breaching a fiduciary duty to the Plaintiff.

In his deposition, Plaintiff describes his “breach of fiduciary duty” claim as follows:

Q. (Matthews): Well, help me understand paragraph 47 [of the Complaint]. Maybe that's the best way to put it.

A. (L. Vaughn) That's true.

Q. Well, I want you to tell me how it's true.

A. (L. Vaughn): *Marie went to Harry [Workman] in good faith to get Godly counseling.* Regardless of the circumstances, that was the intent. And in the process of that, it started out good and ended up in a place that it shouldn't have been. I in turn expected for Harry to provide the right type of counseling to Marie and - because she was the one that was seeking counseling. *I expected him to fulfill his role as the pastor, and I expected him to advise accordingly.* I never expected for a pastor to get out of line in counsel and coerce a member of the church that was married into having an affair, namely saying - asking stuff like, what is your sexual fantasies, and then within a few days' time, which I found out here recently, encouraged her to meet him at a motel in Augusta so that he could fulfill those sexual fantasies.

R. (Matthews): That's what your former wife told you?

A. That's correct. So, you know, *he didn't fulfill his obligation as a pastor, because had Marie indeed transferred her feelings to Harry, then he should have pushed her away, and if she pursued him, he should have ran.* And to me, a person that says, what are your sexual desires and can I fulfill them, is certainly a willing participant.

Q. Well, willing participant there are two willing participants. Would you agree that Marie Vaughn was a willing participant?

A. Yes, she was. Marie, she made some very poor choices along the way, but Marie was the one who was troubled that was seeking counsel.

(L. Vaughn Deposition, pp. 222-223) (emphasis added).

As an initial matter, it is clear from Plaintiff's testimony that his breach of fiduciary claim relies on Harry Workman's failure to "fulfill his obligations as a pastor" and Workman's failure to provide "Godly counseling." As such, Plaintiff's claim for breach of fiduciary duty is indistinguishable from his claim for clergy malpractice, which is not recognized by South Carolina as a cause of action. Indeed, to pursue Plaintiff's claim for breach of fiduciary duty - as described by Plaintiff himself - would involve the same "quintessentially religious" matters involved in a "clergy malpractice." Although religious authorities may find that Workman failed to "fulfill his obligations as a pastor" and to provide "Godly counseling,"³ the First Amendment of the U.S. Constitution and South Carolina's Supreme Court forbid our civil courts from inquiring into these "quintessentially religious" matters. *See Teadt*, 603 N.W.2d at 823 ("[P]laintiff cannot establish that any imbalance of power or explain why she should repose trust in [minister] without resorting to the fact [he] was her pastor. In other words, 'religion was not merely incidental to ... plaintiff's relationship with ...defendant, it is the foundation for it.'").

Plaintiff does not relate how the defendants owed him a fiduciary duty, or how such a duty could even be defined between a parishioner and minister. In South Carolina, a fiduciary duty may exist where "one reposes special confidence in another so that the latter, in equity and in good conscience, is bound to act in good faith and with the due regard to the interests of the one imposing confidence." *Steele v. Victory Sav. Bank*, 295 S.C. 290, 368 S.E.2d 91 (S.C. App. 1988). To determine whether a pastor owes a fiduciary duty to a parishioner, a court would have to determine who was a parishioner (an official member of a congregation, a regular attendee but not a member, a casual attendee?) and how a religion's doctrine governed membership, which are all questions it cannot entertain without violating the First Amendment.

In fact, Plaintiff cannot even allege that he was counseled by Workman. In his deposition testimony, Plaintiff states as follows:
Q. (Matthews):-[The-Amended Complaint] states that Harry was your pastor and provided you and your spouse with spiritual and personal guidance?

A. (L. Vaughn): He was the pastor of the church, and through being the pastor at the church he provided everyone in the congregation spiritual guidance and personal direction.

Q. Including you?

A. Through his sermons, yes, and through Bible study, yes.

Q. Did you ever seek out his counsel or advice one-on-one?

A. No, never.

(L. Vaughn deposition, p. 10).

Indeed, Plaintiff presents no evidence to establish how the Conference - as opposed to Workman - owed him a fiduciary duty, or breached such a duty. In his deposition testimony, Plaintiff's explanation of his claim for breach of fiduciary does not even mention the Conference. Our appellate court's holding in *Brown* makes it clear under South Carolina law that the mere expectation that the Conference had entered into a fiduciary relationship is insufficient, as a matter of law, to create such a relationship. 326 S.C. at 422, 483 S.E.2d at 484.

In *Brown*, the plaintiffs sued the Conference for the manner in which it dealt with complaints about alleged sexual abuse by their pastor. The plaintiffs alleged that the Conference owed them a fiduciary duty, which the Conference breached. In rejecting the claims of the plaintiffs, the appellate court stated:

Neither did the mere expectation on the part of the Appellants that Reverend Pearson and the Conference would take action on their complaints create any such [fiduciary] relationship. The steps taken unilaterally by the Appellants do not constitute an attempt on their part to establish the relationship alleged, and there is no evidence that Respondents accepted or induced any special, fiduciary bond with any of the Appellants under these facts in any event. *The facts establish that Respondents never occupied a position in this matter in which they purported to act only in the in Appellants' interests. Rather, Respondents' obvious intentions and obligations were to take account of the positions on both sides of the issues involved.*

326 S.C. at 423-424, 483 S.E.2d at 485 (emphasis added). Plaintiff simply fails to raise a genuine issue of material fact that the Conference owed a fiduciary duty to Plaintiff, much less breached that duty, as a matter of law.

c. Plaintiff fails to sufficiently allege a claim of “negligence and intentional negligence.”

In order to state a claim of “negligence” and/or “intentional negligence,” Plaintiff must show that (1) the Conference owed a duty of care to Plaintiff, (2) the Conference breached its duty by a negligent act or omission, and (3) damages resulted from the breach. *Lazer Const. Co., Inc. v. Valentine*, 360 S.C. 28, 598 S.E.2d 740, 741 (S.C. App. 2004). However, in his Amended Complaint, Plaintiff alleges only that “all Defendants were negligent, grossly negligent, reckless, willful, and wanton at the time and place in question.” (Plaintiffs Amended Complaint, ¶ 26). He alleges no independent grounds for imputing negligence to the Conference other than the grounds stated in his other causes of action. He states no other alleged duty, no other alleged breach, and no other alleged damages. In fact, in his deposition, Plaintiff admits as follows:

Q. (Matthews): Okay. But other than the acts that you repeat in your other causes of action, there are no additional acts here that you are speaking of?

A. (L. Vaughn): Let me read it.

Q. Sure.

A. It doesn't appear so.

(L. Vaughn Deposition, p. 214). Therefore, for the reasons his other claims must be dismissed, Plaintiff's claim for “negligence and intentional negligence” must also be dismissed.

d. Because Plaintiff fails to allege that the Conference took any action that was “extreme and outrageous” as to exceed “all possible bounds of decency” and be regarded as “atrocious, and utterly intolerable in a civilized community,” his cause of action of Intentional Infliction of Emotional Distress must be dismissed.

Plaintiff alleges that he “gave notice of his suspicions of an affair Defendant Church' [sic] Pastor Parish Relations Committee in the Fall of 1997 and Defendant UMC [the Conference] of the possible affair and inappropriate counseling in the Fall of 1999, but neither party took any action to intervene or discipline the Pastor [Workman].” (Plaintiffs Amended Complaint, ¶ 14).

It is uncontroverted that the Conference investigated Plaintiffs allegations in the Fall of 1999. In any event, even if taken as true, Plaintiff fails to state a claim for intentional infliction of emotional distress (IIED). To state such a claim, Plaintiff must show that the alleged conduct is so “extreme and outrageous” as to exceed “all possible bounds of decency” and be regarded as “atrocious, and utterly intolerable in a civilized community.” *Gattison v. South Carolina State College*, 318 S.C. 148, 151, 456 S.E.2d 414, 416 (S.C. App. 1995) (stating elements of IIED claim). Plaintiff’s allegations fail to meet that standard.

Our appellate court's ruling in *Brown* is particularly instructive on this point. Initially, it noted that the court must determine, in the first instance, whether the defendant's conduct may reasonably be regarded as “sufficiently extreme and outrageous to permit recovery.” *Brown*, 326 S.C. at 424, 483 S.E.2d at 485. “Only where reasonable persons may differ will the question proceed to the jury.” *Id.* To support their claim, the plaintiffs alleged that a United Methodist pastor sexually abused the three female plaintiffs, and that the Conference knew that the pastor has “previously acted inappropriately toward women while ministering at another church but ‘swept it under the rug.’” 326 S.C. at 416, 483 S.E.2d at 481. Nevertheless, the appellate court found that:

The alleged instances of wrongful conduct enumerated by the Appellants and described above do not as a matter of law establish a jury question on the issue of “outrage.” ... There is simply nothing in Respondents' actions that could be characterized as extreme and outrageous; as exceeding possible bounds of decency; or which might be regarded as atrocious and utterly intolerable in a civilized community.

326 S.C. at 424, 483 S.E.2d at 485.

Moreover, for nearly twenty years, South Carolina appellate courts have ruled in an overwhelming number of cases - even those describing conduct far more extreme than that forecast by Plaintiff - that plaintiffs have failed to establish an IIED claim sufficient to reach a jury. The South Carolina Court of Appeals affirmed summary judgment for the defendant where management continually denying plaintiffs medical excuses and of willfully engaging him in verbal arguments over his absences, knowing of his inability to talk because of vocal chord surgery. *Butts v. AVX Corp.*, 292 S.C. 256, 355 S.E.2d 876 (S.C. App. 1987). In *Wright v. Sparrow*, 298 S.C. 469, 381 S.E.2d 503 (S.C. App. 1989), the Court held that allegations that a public employee's supervisor deliberately set out to “build a case” for firing her, “loaded her with responsibility while stripping her of authority,” and “change[d] the manner of performing certain duties and then accused her of not following instructions” were insufficient as a matter of law to constitute the tort of outrage. *Id.* at 505-06.

South Carolina courts continued this trend throughout the 1990s. In *Shipman v. Glenn*, 314 S.C. 327, 443 S.E.2d 921 (S.C. App. 1994), the Court of Appeals ruled that a supervisor's conduct in ridiculing the speech impediment of, and threatening to fire, an employee who had [cerebral palsy](#) did not provide a sufficient basis for intentional infliction of emotional distress. In *Gattison*, the Court of Appeals reversed judgment for the plaintiff where the plaintiff, the Director of Internal Audit, was deprived of his office and staff, was told his job was unimportant, and was given short notice of meetings in which he was required to sit in a small chair and forbidden from taking notes. Notably, the Court stated that while “the facts alleged by Gattison may demonstrate unprofessional, inappropriate behavior, they fall short of conduct that exceeds all possible bounds of decency and is atrocious and utterly intolerable in a civilized society.” 318 S.C. at 157, 456 S.E.2d at 419. Where a registered nurse alleged that her employer wrongfully reported alleged professional misconduct to the State Board of Nursing, and further alleged that her employer had abused process by filing the report for ulterior purposes, the Court of Appeals reversed a \$75,000 award for compensatory damages and \$225,000 award for punitive damages, finding that, “[e]ven if we had found appellants liable to Hainer for abuse of process, their actions do not rise the level of outrage.” *Hainer v. American Medical International, Inc.*, 320 S.C. 316, 324, 465 S.E.2d 112, 117 (S.C. App. 1995), *aff'd*, 328 S.C. 128, 492 S.E.2d 103 (1997). In *Johnson v. Dailey*, 318 S.C. 318, 457 S.E.2d 613 (1995), the plaintiff was a public school teacher who alleged that her principal harassed her and retaliated against her over the course of several years, to the point of ultimately firing her, because she had reported the principal's unlawful

activities. The South Carolina Supreme Court held that, as a matter of law, such harassment and retaliation of a whistleblowing employee did not rise to the standard required to establish a claim for outrage. 318 S.C. at 322-323, 457 S.E.2d at 614-15.

More recently, in *Fleming v. Rose*, 338 S.C. 524, 526 S.E.2d 732 (S.C. App. 2000), *rev'd on other grounds*, 350 S.C. 488, 567 S.E.2d 857 (2002), the Court of Appeals affirmed dismissal of an IIED claim made by a former Trooper of the South Carolina Highway Patrol, who alleged that his employer issued a libelous press release incorrectly grouping him with other Troopers who had been indicted and who set a “deplorable example.” Even though the contents of the press release were reprinted throughout the state, the Court found summary judgment appropriate because the alleged conduct fell “short of conduct that exceeds all possible bounds of decency.” 338 S.C. at 538, 526 S.E.2d at 740.

Against the backdrop of this crushing weight of precedent, and appellate court's decision in *Brown*, Plaintiff's forecast of evidence, taken in the light most advantageous to him, is wholly insufficient to meet the demanding standards set by South Carolina law in stating a claim for intentional infliction of emotional distress. For this reason alone, his claim for intentional infliction of emotional distress against the Conference must be dismissed. *E.g., Wende C.*, 776 N.Y.S.2d at 392-393 (conduct alleged was not so “extreme and outrageous” as to “go beyond all possible bounds of decency, and to be regarded as atrocious, and utterly intolerable in a civilized community”).

e. Plaintiff has attempted to evade the abolition of “heart balm” torts by restating his “heart balm” claims in the guise of other torts.

It also appears that Plaintiff has simply attempted to restate claims for the “heart balm” torts of alienation of affections criminal conversation - which South Carolina also no longer recognizes - in the guise of his tort claims. *Russo v. Sutton*, 310 S.C. 200, 422 S.E.2d 750 (1992) (discussing abolition of “heart balm” torts in South Carolina). In fact, the essence of his tort claims is as he described in his deposition.

Q. (Matthews): Well, [Workman] would only be liable to you, though events that occurred until June of 1999; is that correct?

A. (L. Vaughn): He's only liable to me?

Q. Yes, to you.

A. As far as I'm concerned, Harry is liable to date because of where I'm at. *I would be married to Marie if it were not for Harry.* So, you know, you can say June 1st '99 if you so desire I was divorced. *My wife is gone, and my wife would be with me today if it wasn't for what happened between Harry and Marie.*

(L. Vaughn Deposition, p. 210).

As stated in Judge Alford's order in the *Sarvis* case, although South Carolina has not yet addressed the issue, several other jurisdictions have found that plaintiffs may not bring an amatory tort that has been abolished in the guise of another common law tort. (Order, pp. 31-32). Plaintiffs forecast of evidence appears nearly identical to the elements required for a claim of alienation of affections (where defendant's wrongful conduct causes the plaintiff to lose the consortium and affection of his spouse) and of criminal conversation (where defendant commits adultery with the plaintiffs spouse). *Russo*, 310 S.C. at 202, 422 S.E.2d at 752. For these reasons, Plaintiff should not be allowed to circumvent the abolition of these torts, and his claims should be dismissed.

f. Plaintiff fails to sufficiently allege a claim of “negligent hiring, supervision and retention.”

To state a claim for “negligent supervision or retention,” Plaintiff must show that an *employee* has intentionally harmed another when: (1) the employee is on the premises in possession of the employer or is using a chattel of the employer, (2) the employer

knows or has reason to know that he has the ability to control his employee, and (3) the employer knows or should know of the necessity and opportunity for exercising such control. *Charleston, S.C. Registry for Golf & Tourism, Inc. v. Young Clement Rivers & Tisdale, LLP*, 359 S.C. 635, 645, 598 S.E.2d 717, 722-723 (S.C. App. 2004).⁴

As an initial matter, if Plaintiff has failed to allege adequately that the Conference's "employee" has intentionally harmed him in a legally cognizable manner, he cannot maintain an action for negligent hiring, supervision, or retention against the Conference. See *Wende C.*, 776 N.Y.S.2d at 395 ("in the absence of any actionable conduct by [the pastor], plaintiffs may not recover from any remaining defendants for their alleged negligence in hiring, supervision, or retention"); *Teadt*, 603 N.W.2d at 824 (Mich.App. 1999) (because plaintiff failed to state cause of action related to pastoral counselor's sexual relationship with plaintiff, her claims against the church, synod, and district for any alleged "negligent supervision" must also fail).

Moreover, a claim of negligent supervision or retention, much like the claim of "negligent ordination" or hiring discussed above, necessarily would involve this Court in a "quintessential religious" entanglement, and for that reason alone must be dismissed. In the instant case, this Court would have to pass judgment on the adequacy of the measures in *The Book of Discipline* that provide for the responsibilities and duties of pastors, Conference committees, the Bishop, or the District Superintendent, and the manner in which complaints concerning the clergy are handled. Although no South Carolina case is squarely on point, cases from other jurisdictions indicate that plaintiffs cannot bring a negligent retention and supervision claim under these circumstances. For instance, in *Swanson v. Roman Catholic Bishop of Portland*, 692 A.2d 441 (Me. 1997), the Supreme Judicial Court of Maine dismissed a negligent supervision claim brought by a couple alleging that the Catholic priest initiated a sexual relationship with the wife during marital counseling. The court ruled that:

The imposition of secular duties and liability on the church as a "principal" will infringe upon its right to determine the standards governing the relationship between the church, its bishop, and the parish priest...To import agency principles wholesale into church governance and to impose liability for any deviation from the secular standard is to impair the free exercise of religion and to control denominational governance. Pastoral supervision is an ecclesiastical prerogative.

692 A.2d at 445 (citations omitted)(emphasis added). Similarly, in a case where the plaintiff accused a pastoral counselor of abusing his position by seducing her, the Supreme Court of Wisconsin dismissed a negligent supervision claim against the pastoral counselor's diocese, noting that "such claims would require a court to develop a 'reasonable cleric' standard of care, which would involve the interpretation of church canons and internal church policies." *L.L.N. v. Clauder*, 563 N.W.2d 434, 441 (Wis. 1997).

Perhaps most importantly, Plaintiff has produced absolutely no evidence, other than his unsupported allegations, that the Conference was negligent in its supervision and retention of Harry Workman. Plaintiff forecasts absolutely no evidence that the Conference knew or would have reason to know of any "prior bad act" on the part of Workman when Workman first came to Trinity United Methodist Church, when Workman first began an affair with Marie Vaughn. *Moore by Moore v. Berkeley County School Dist.*, 326 S.C. 584, 486 S.E.2d 9 (S.C. App. 1997) (no evidence that the District had prior notice of improper sexual contact between teacher and any other students prior to the incident involving plaintiff).

For these reasons, Plaintiff has failed to state a claim for negligent hiring, supervision, and retention against the Conference, and his claim should be dismissed.

CONCLUSION

As an initial matter, Plaintiff has failed utterly to bring his claims against the defendants in a timely manner. For this reason alone, his claims against the Conference are barred by the applicable statute of limitations and must be dismissed with prejudice.

Substantively, Plaintiff has alleged claims that would entangle this Court in “quintessentially religious” matters. In order to avoid violating the First Amendment to the U.S. Constitution and [Article I, Section 2](#) of the South Carolina Constitution, this Court should decline Plaintiff’s demand that it exercise jurisdiction over these claims, and dismiss the claims against the Conference with prejudice.

Finally, Plaintiff has failed to state a genuine issue of material fact that would permit him to recover under any of his claims, either under a *respondeat superior* theory of liability, or with reference to the substantive claims themselves, and for that reason, this Court should dismiss the claims against the Conference with prejudice.

Therefore, the South Carolina Conference of The United Methodist Church moves that this Court GRANT its Motion to Dismiss and for Summary Judgment and DISMISS all claims brought against the South Carolina Conference of the United Methodist Church WITH PREJUDICE.

Footnotes

- 1 The Honorable Lee S. Alford recently issued an order concerning a Motion to Dismiss pursuant to [Rule 12\(b\)\(6\) of the South Carolina Rules of Civil Procedure](#) filed in *Sarvis v. United Methodist Church South Carolina Conference, et al.*, 2004-CP-23-2766, which is currently pending in Greenville County and involves Harry Workman and the South Carolina Conference of The United Methodist Church. The Order, dated May 6, 2005, dismisses some - but not all - of the plaintiffs claims, and discusses similar issues to those presented in this Motion. It also notes that “nothing precludes either of these Defendants from moving for Summary Judgment on any or all of Plaintiff’s remaining allegations once discovery is completed.” (p. 3) (attached as Exhibit “F”).
- 2 In his Order on Defendants’ Motion to Dismiss under [Rule 12\(b\)\(6\)](#) in the *Sarvis* case, Judge Alford states that, if “Defendant Workman abused his pastoral authority as a counselor by engaging in sexual relations with a counselee on a one-time basis and the Conference had no knowledge of any previous such activity, then Defendant Workman’s activity would be outside the scope of his employment and would not be actionable against the Conference as his employer.” (p. 19). The Conference reserves the right to appeal Judge Alford’s interpretation of the law in this regard. In any event, it is clear that Plaintiff in the instant case has produced no evidence that the Conference was aware of any such prior alleged abuse, or that such a history of prior abuse even exists.
- 3 In fact, the Conference suspended Harry Workman from his duties in 2004, and in 2005, Workman surrendered his credentials as a minister to the Conference.
- 4 The claim of “negligent hiring” is centered on the adequacy of the employer’s pre-employment investigation of the employee’s background. “Negligent retention” and “negligent supervision” are grounded on omissions or actions by the employer once the employer becomes chargeable with knowledge of problems concerning an employee during the course of employment. [25 Causes of Action 2d 99 \(2004\)](#). Plaintiff admitted in his deposition testimony that he had “no proof [Conference officials] were negligent in hiring [Workman].” (L. Vaughn deposition, p. 208). He has, therefore, failed to state a claim for negligent hiring.

EXHIBIT V

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Raymond P. Litts and Martha Litts,
 Plaintiff(s),

Civil Action No. 2019-CP-10-04175

v.

**MOTION INFORMATION FORM
AND COVER SHEET**

South Carolina Conference of the United Methodist
Church, et al,
 Defendant(s).

Plaintiff's Attorney: Bar No.
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Duffy & Young, LLC
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Phone: Fax:
Email:

Defendant's Attorney: Bar No.
Curtis W. Dowling, Esquire
Barnes Alford Stork & Johnson, LLP
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Phone: 803-799-1111 Fax: 803-254-1335
Email: curtis@basjlaw.com

- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: Motion to Dismiss
Estimated Time Needed: 30 minutes

Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type

- Written motion attached
- Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff / Defendant

October 8, 2019
Date submitted

SECTION III: Motion Fee

PAID – AMOUNT: \$25

- EXEMPT: Rule to Show Cause in Child or Spousal Support
- (check reason) Domestic Abuse or Abuse and Neglect
- Indigent Status State Agency v. Indigent Party
- Sexually Violent Predator Act Post-Conviction Relief
- Motion for Stay in Bankruptcy
- Motion for Publication Motion for Execution (Rule 69, SCRPC)
- Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
- Name of Court Reporter: _____
- Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
- Other:

JUDGE

Code: Date:

CLERK'S VERIFICATION

Collected by: _____

Date Filed: _____

MOTION FEE COLLECTED: _____

CONTESTED – AMOUNT DUE: _____

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

Raymond P. Litts and Martha Litts,

Civil Action No. 2019-CP-10-04175

Plaintiffs,

v.

Hibben United Methodist Church, Inc., South
Carolina Conference of the United Methodist
Church, Candace Dellinger, Cheryl
Cummings, Jesse McCurley, Sally Bare, Ann
Mancuso, and Pamela Thesing,

**DEFENDANT SOUTH CAROLINA
CONFERENCE OF THE UNITED
METHODIST CHURCH'S
MOTION TO DISMISS**

Defendant.

**TO: THE PLAINTIFFS AND THEIR ATTORNEYS, BRIAN C. DUFFY, ESQUIRE,
JULIE L. MOORE, ESQUIRE, AND KARA S. KENNEDY, ESQUIRE**

YOU WILL PLEASE TAKE NOTICE that the Defendant, South Carolina Conference of the United Methodist Church (the "Conference"), through its undersigned counsel, hereby moves for the dismissal of this action as against the Conference pursuant to Rules 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure, the ecclesiastical doctrine, the United States Constitution, the South Carolina Constitution, and the *Book of Discipline of the United Methodist Church* (the "*Discipline*"). In support of this motion, the Conference would show the following.

1. The First Amendment to the United States Constitution provides, in pertinent part: "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof[.]" U.S. Const. amend. I. The First Amendment's prohibitions against government establishment of religion or interference with the free exercise of religion, known as the Religion Clauses, apply against the states by incorporation through the Fourteenth Amendment. Elk Grove Unified Sch. Dist. v. Newdow, 542 U.S. 1, 8 n.4 (2004).

2. The South Carolina Constitution contains language virtually identical to the Religion Clauses. See S.C. Const. art I., § 2 (“The General Assembly shall make no law respecting an establishment of religion or prohibiting the free exercise thereof[.]”).
3. Pursuant to these constitutional provisions, religious organizations are permitted to establish their own rules and regulations for internal discipline and government and to create tribunals for the adjudication of disputes, and civil courts may not exercise jurisdiction over matters involving internal church governance, administration, discipline, or other ecclesiastical matters. See, e.g., Watson v. Jones, 80 U.S. 679, 733 (1871) (holding that when the subject matter of a dispute is strictly and purely ecclesiastical—such as matters concerning theological controversy, church discipline, ecclesiastical government, or the conformity of church members to the required moral standards—civil courts have no jurisdiction); Bramlett v. Young, 229 S.C. 519, 537, 93 S.E.2d 873, 882 (1956) (“[C]ivil courts have no jurisdiction of ecclesiastical questions and controversies[.]”).
4. Civil courts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, administration, or governance. Rather, they must accept as final and binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom, administration, and governance. See, e.g., Serbian E. Orthodox Diocese v. Milivojevich, 426 U.S. 696, 713 (1976) (“[C]ivil courts are bound to accept the decisions of the highest judicatories of a religious organization of hierarchical polity on matters of discipline, faith, internal organization, or ecclesiastical rule, custom, or law.”); Pearson v. Church of God, 325 S.C. 45, 52-53, 478 S.E.2d 849, 853 (1996) (“[C]ourts may not engage in resolving disputes as to religious law, principle, doctrine, discipline, custom, or administration[.] . . . [I]n resolving such civil law disputes, courts must accept as final and binding the decisions of the highest religious judicatories as to religious law, principle, doctrine, discipline, custom, and administration.”).

5. Paragraph 361.3 of the *Discipline* provides:

In order to preserve the integrity of the Church's administrative process and ensure full participation in it at all times, the bishop, cabinet, Board of Ordained Ministry, witnesses, advocates, administrative review committee, clergy in full connection voting in executive session, and all others who participate in the Church's administrative process have immunity from complaints brought against them related to roles in the administrative process shall have immunity from prosecution of complaints brought against them related to their role in a particular administrative process, unless they have committed a chargeable offense in conscious and knowing bad faith. The complainant/plaintiff in any proceeding against any such person related to their role in a particular judicial process shall have the burden of proving, by clear and convincing evidence, that such person's actions constituted a chargeable offense committed knowingly in bad faith. The immunity set forth in this provision shall extend to civil court proceedings, to the fullest extent permissible by the civil laws.

6. Paragraph 2701.4(d) of the *Discipline* provides:

In order to preserve the integrity of the Church's judicial process and ensure full participation in it at all times, the resident bishop, the cabinet, the presiding officer of the trial, trial officers, trial court, witnesses, counsels, assistant counsels, advocates, complainant, committee on investigation, and all others who participate in the Church's judicial process have immunity from complaints brought against them related to roles in the administrative process shall have immunity from prosecution of complaints brought against them related to their role in a particular judicial process, unless they have committed a chargeable offense in conscious and knowing bad faith. The complainant in any proceeding against any such person related to their role in a particular judicial process shall have the burden of proving, by clear and convincing evidence, that such person's actions constituted a chargeable offense committed knowingly in bad faith. The immunity set forth in this provision shall extend to civil court proceedings, to the fullest extent permissible by the civil laws.

7. The Complaint asserts two causes of action against the Conference: negligence/negligent misrepresentation and outrage. The gist of both claims is that the Conference supposedly did not do enough to suppress allegedly unfounded rumors about and allegations against Plaintiff Raymond Litts. These claims involve a quintessentially ecclesiastical dispute, i.e. whether a religious organization properly responded to concerns about the moral character of a clergyman. McClure v. Salvation Army, 460 F.2d 553, 558-59 (5th Cir. 1972) (“The relationship between an organized church and its ministers is its lifeblood. The minister is the chief instrument by which the church seeks to fulfill its purpose. Matters touching this relationship must necessarily be recognized as of prime ecclesiastical concern.”).

8. All or virtually all of the duties allegedly violated by the Conference arise out of the *Discipline*—an inherently ecclesiastical document—and the Complaint is replete with citations to the *Discipline*. See Compl. ¶¶ 26, 27, 28, 69, 119; Minker v. Balt. Annual Conference of United Methodist Church, 894 F.2d 1354, 1359 (D.C. Cir. 1990) (holding that interpretation of the United Methodist Church’s *Book of Discipline* is “inherently an ecclesiastical matter”).

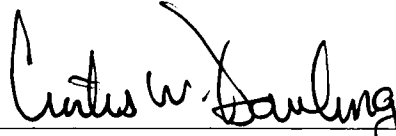
9. Courts routinely dismiss cases involving similar claims. See, e.g., Collins v. African Methodist Episcopal Zion Church, 2006 Del. Super. LEXIS 549, at *30 (Super. Ct. Mar. 29, 2006) (“The *Book of Discipline* is subjective and at times inextricably intertwined with the Church’s religious tenants. Inquiry into [the plaintiff’s] claims would therefore require our interpretation and application of what is fundamentally an ecclesiastical document and would require an inquiry into the internal policies and practices of the church, a determination beyond the court’s scope of review.”); Id. at 33-35 (“[A]djudication of [the plaintiff’s] claims would ultimately involve an examination of the church tribunal’s decision-making process. It would require the church to justify not only its entire disciplinary process, but also its ultimate decisions and actions. The internal governance of the church would be on trial, thereby, requiring this court to interpret the rules of the A.M.E. Zion Church. This situation, would involve a gross substantive and procedural entanglement with the church’s core functions, its polity, and its autonomy.”); Allen v. Bd. of Incorporators, 1992 U.S. Dist. LEXIS 19464, at *6-8 (N.D. Ill. Dec. 17, 1992) (“Courts are virtually unanimous in concluding that disputes concerning the employment or status of pastors like [the plaintiff], or the

interpretation and application of ecclesiastical rules of polity and procedure like that contained in the Book of *Discipline*, constitutionally cannot be the subject of civil court review. . . . A number of plaintiffs' claims invoke the AME Church's Book of *Discipline*, which would require our interpretation and application of what is fundamentally an ecclesiastical document. . . . Therefore, we hold that the plaintiffs' claims involve inherently ecclesiastical concerns over which the Court lacks subject matter jurisdiction." (citations omitted); Hutchison v. Thomas, 789 F.2d 392, 393 (6th Cir. 1986) ("Appellant's basic claim is that the United Methodist Church wrongfully expelled him from his ministry in the defendant East Ohio Conference by fraudulent or collusive or arbitrary application of the rules, laws and doctrinal statements known as *The Discipline*. Appellant was forced to retire due to his alleged inability to work with congregations and get along with members. He had been transferred several times. Several hearings were conducted concerning his ability to relate properly to his congregations. After a final determination by the Church's highest tribunal, the Judicial Council, he was placed on involuntary retirement. He alleges that throughout these proceedings the Bishop and other parties misrepresented his relationships at various churches, and through this misrepresentation brought about his enforced retirement. . . . This Court cannot constitutionally intervene in such a dispute.").

10. For all these reasons, this action should be dismissed as against the Conference pursuant to Rules 12(b)(1) and 12(b)(6), SCRPC, the ecclesiastical doctrine, the United States Constitution, the South Carolina Constitution, and the *Discipline*.

This motion is supported by the pleadings in this action, any memoranda of law or affidavits which may be submitted, all applicable statutes and case authority, the applicable Rules of Civil Procedure, and such other evidence and authority as the court may find acceptable.

The undersigned counsel certifies, pursuant to Rule 11 of the South Carolina Rules of Civil Procedure, that there is no duty of consultation on motions to dismiss and that, in any event, a consultation would serve no useful purpose.



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October 9, 2019

2019-CP-10-4175

CERTIFICATE OF SERVICE

The undersigned employee of Barnes, Alford, Stork & Johnson, LLP certifies that he or she has, on the date below, served the below document(s) upon the below person(s) via first class mail.

DOCUMENT(S) SERVED:

- **DEFENDANT SOUTH CAROLINA CONFERENCE OF THE UNITED METHODIST CHURCH'S MOTION TO DISMISS**

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October 9, 2019

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October 9, 2019

The Honorable Julie J. Armstrong
Charleston County Clerk of Court
100 Broad Street, Suite 106
Charleston, SC 29401-2258

Re: Raymond Litts and Martha Litts v. Hibben United Methodist Church, Inc.,
et al
Case No. 2019-CP-10-04175
BASJ File No. 76.21972
Client File No.

Dear Ms. Armstrong:

Please find enclosed the original and one copy of a Motion to Dismiss on behalf of Defendant South Carolina Conference of the United Methodist Church regarding the above-cited action. Please file the original and return a clocked-in copy to me in the self-addressed stamped envelope provided for your convenience. I have also enclosed a check in the amount of \$25.00 to cover the filing fee.

By copy of this letter, I am serving a copy of the Motion to Dismiss upon all counsel of record.

With best regards, I am

Very truly yours,

Curtis W. Dowling

CWD/djr
Enclosure

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The Honorable Julie J. Armstrong
October 9, 2019
Page 2

cc: Brian C. Duffy, Esquire / Julie Moore, Esquire / Kara Grevey, Esquire (w/encl.)
Via Email & U.S. Mail
Paul R. Thurmond, Esquire (w/encl.) ***Via Email & U.S. Mail***
James B. Hood, Esquire (w/encl.) ***Via Email & U.S. Mail***
Peter E. Farr, Esquire (w/encl.) ***Via Email & U.S. Mail***
John L. McDonald, Jr., Esquire /Thomas R. Hollowell, Esquire (w/encl.) ***Via
Email & U.S. Mail***

EXHIBIT W

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT
CASE NO. 2019-CP-10-04175

RAYMOND P. LITTS and
MARTHA LITTS,

Plaintiffs,

v.

HIBBEN UNITED METHODIST CHURCH,
INC.; SOUTH CAROLINA CONFERENCE
OF THE UNITED METHODIST CHURCH;
CANDACE DELLINGER; CHERYL
CUMMINGS; JESSE MCCURLEY; SALLY
BARE; ANN MANCUSO; AND PAMELA
THESING,

Defendants.

ORDER

This matter is before the Court on the Motion to Dismiss of Defendant South Carolina Conference of the United Methodist Church. Defendant has asked the Court to dismiss Plaintiffs claims pursuant to Rules 12(b)(1) and 12(b)(6) of the South Carolina Rules of Civil Procedure. Present at the hearing was Brian Duffy for the Plaintiffs, and Curtis Dowling and Matt Jarrell for Defendant South Carolina Conference of the United Methodist Church (“the Conference”). The parties fully briefed the motion and submitted oral argument to the Court in a hearing held on February 28, 2020. Prior to the hearing, on February 24, 2020, Plaintiffs filed a Motion to Amend Complaint.

STANDARD OF REVIEW

When a party moves to dismiss pursuant to Rule 12(b)(1) of the South Carolina Rules of Civil Procedure, the movant challenges the power of the court over the subject matter of the action.

Capital City Ins. Co. v. BP Staff, Inc., 382 S.C. 92, 99, 674 S.E.2d 524, 528 (Ct. App. 2009). “The question of subject matter jurisdiction is a question of law for the court.” *Id.*

Under Rule 12(b)(6), a claim may be dismissed when the facts alleged in the pleadings fail to establish a cause of action. *Flateau v. Harrelson*, 355 S.C. 197, 201, 584 S.E.2d 413, 415 (Ct. App. 2003). The question for the Court is whether the pleadings, taken in the light most favorable to the plaintiff, articulate a valid claim for relief. *Williams v. Condon*, 347 S.C. 227, 233, 553 S.E.2d 496, 499 (Ct. App. 2001). A Rule 12(b)(6) motion must be granted only if the facts alleged and the inferences reasonably deducible from the pleadings show that the plaintiff could not prevail on any theory of the case. *See Rydde v. Morris*, 381 S.C. 643, 646, 675 S.E.2d 431, 433 (2009).

ANALYSIS

Internal Disputes among members of a church present some of the most difficult questions involving the limits of governmental intrusion into the religious affairs of its citizens. *Knotts v. Williams*, 319 S.C. 473, 476, 462 S.E.2d 288, 290 (1995). However, in *Jones v. Wolf*, 443 U.S. 595, 603, 88 S.Ct. 3020, 61 L.E.2d 775 (1979), the United States Supreme Court expressly approved the use of neutral principles of law approach to resolve these disputes.

This Court finds that Plaintiffs’ Complaint against the Conference cannot be resolved on neutral principles of law. The resolution of Plaintiffs’ allegations against the Conference would involve an in depth review of the Church’s system of self-governance by this Court, specifically, by requiring an interpretation of the *Book of Discipline of the United Methodist Church*. As such, the Conference’s Motion to Dismiss pursuant to 12(b)(1) is respectfully granted.

IT IS SO ORDERED.

Honorable Perry M. Buckner, III
Fourteenth Judicial Circuit



Charleston Common Pleas

Case Caption: Raymond P Litts , plaintiff, et al VS Hibben United Methodist Church Inc , defendant, et al

Case Number: 2019CP1004175

Type: Order/Other

It is so Ordered

s/ Perry M Buckner III 2122

EXHIBIT D

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE	IN THE COURT OF COMMON PLEAS
The South Carolina Conference of The United Methodist Church, Plaintiff, v. Simpsonville United Methodist Church, The Methodist Church of Simpsonville, and Michael Smith, Defendants.	Docket No.: COMPLAINT FOR DECLARATORY JUDGMENT AND INJUNCTION

The Plaintiff, the South Carolina Conference of the United Methodist Church, complaining of the Defendants, would respectfully show unto the Court:

PRELIMINARY STATEMENT

Pursuant to Rule 57 of the South Carolina Rules of Civil Procedure and the provisions of 15-53-10, et seq. South Carolina Code, Plaintiff seeks a Declaratory Judgment and adjudication regarding the obligations of the Defendants pursuant to The Book of Discipline of the United Methodist Church and the provisions adopted regarding church separation by the South Carolina Conference of The United Methodist Church.

PARTIES

- 1) The South Carolina Conference of the United Methodist Church is a South Carolina non-profit corporation.
- 2) Simpsonville United Methodist Church is a non-profit corporation existing under the laws of the state of South Carolina, physically existing in Simpsonville, South Carolina.
- 3) The Methodist Church of Simpsonville is the purported new corporate name of the Simpsonville United Methodist Church.

4) Michael Smith was a former minister of the United Methodist Church, who claims to be the pastor of The Methodist Church of Simpsonville.

JURISDICTION AND VENUE

5) Jurisdiction and venue are proper in the County of Greenville, State of South Carolina in that the matters involved in this Complaint took place in Greenville County, and the Defendants are citizens of Greenville County.

FACTS

6) The South Carolina Conference of the United Methodist Church is an annual conference of the United Methodist Church for South Carolina. The South Carolina Conference is contained within the United Methodist Church. The United Methodist Church is a worldwide denomination organized by conferences. The South Carolina Conference is the annual conference of the Church that represents all United Methodist churches in South Carolina.

7) The South Carolina Conference of the United Methodist Church is governed by the Book of Discipline of the United Methodist Church and the Conference Structure includes a Board of Trustees which has specific authority with respect to the property of the United Methodist Churches in South Carolina.

8) This action has been authorized by the resident Bishop of the South Carolina Conference, and by the Board of Trustees of the South Carolina Conference.

9) The South Carolina Conference is organized, exists, and functions pursuant to the Book of Discipline of the United Methodist Church. The Book of Discipline governs each and every South Carolina United Methodist Church.

10) Since 1797 the Book of Discipline has contained a denominational trust clause. This trust clause provides that all property of a United Methodist Church (“UMC”) is held in trust. See section 2501 of the Book of Discipline of the United Methodist Church (2016). (Exhibit 1)

11) Since its inception, Simpsonville United Methodist Church has operated under the provision of the Book of Discipline. It paid apportionment, received appointed pastors, sent delegates to the Annual Conference of the South Carolina Conference, held required meetings, operated with required committees and followed UMC doctrine. Charge Conferences were held and in those forms, it was certified that all deeds contained the Trust Clause.

12) The Trust Clause by operation of the Book of Discipline applies to all property of Simpsonville United Methodist Church, was certified to by the Church officers and is contained in numerous filed deeds.

13) In 2019, The General Conference of United Methodist Church adopted provision 2553 that allowed a united methodist church to disaffiliate from the denomination. None of the provisions that were conditions precedent applied to the South Carolina Conference of the United Methodist Church. This provision expired on December 31, 2023.

14) At the 2023 and 2024 Annual Conferences of the South Carolina Conference of the United Methodist Church, South Carolina United Methodist Churches who disagreed with actions taken on issues of human sexuality were allowed to close and separate from the United Methodist Church. This process is no longer available to United Methodist churches as a result of Ruling 1512 of the Judicial Council of the United Methodist Church.

15) Simpsonville United Methodist Church took no actions to comply with or undertake to follow this process.

16) Despite failing to follow these requirements, on June 4, 2024, Simpsonville United Methodist Church announced that it had disaffiliated from the United Methodist Church.

17) On that date, without authority and in violation of the Book of Discipline, Simpsonville United Methodist Church amended its corporate filings and changed the name of the church to The Methodist Church of Simpsonville.

18) On June 6, 2024, a resolution was filed with the Greenville County Register of Deed's Office, claiming the aforesaid deeds were fraudulent.

19) On July 30, 2024, the South Carolina Conference filed a resolution with the Greenville County Register of Deeds stating the resolution dated June 6, 2024, was unauthorized.

20) In 2023 and 2024, the appointed pastor of Simpsonville United Methodist Church was Michael Smith.

21) While still a UMC elder and afterward Smith violated his vows as a United Methodist clergy and led the church leadership in the actions of disaffiliation in violation of the applicable Church law.

22) On June 3, 2024, Smith surrendered his credentials as a UMC pastor.

23) As a result of the actions of Michael Smith, the South Carolina Conference is prepared to name a new pastor for Simpsonville United Methodist Church.

24) Simpsonville United Methodist Church is the owner of several parcels of land on one of which sits a parsonage.

25) Michael Smith continues to occupy the parsonage, despite the fact that he has surrendered his credentials as a UMC pastor and the property on which the parsonage sits remains owned by Simpsonville United Methodist Church.

CAUSES OF ACTION

COUNT 1 – DECLARATORY JUDGMENT

- 26) Plaintiff incorporates paragraphs 1-25 by reference.
- 27) This cause of action is brought pursuant to the South Carolina Declaratory Judgment Act, S.C. Code § 15-53-10, et. seq.
- 28) The claim of the now United Methodist Church of Simpsonville that it has separated from the United Methodist Church is without authorization.
- 29) The filings changing the name of the Simpsonville United Methodist Church to the United Methodist Church of Simpsonville were without authority and were undertaken in violation of the Book of Discipline.
- 30) The resolution filed on June 6, 2024, with the Greenville County Register of Deeds claiming that certain deeds filed by Simpsonville United Methodist Church were fraudulent is without authorization and in itself fraudulent.
- 31) Michael Smtih is no longer the pastor of the Simpsonville United Methodist Church or any successor.
- 32) Michael Smith unlawfully continues to occupy the parsonage owned by the Simpsonville United Methodist Church.
- 33) Plaintiff seeks a declaration from the Court that:
- a) The denominational trust clause in the Book of Discipline and in the recorded deeds is valid, and enforceable.
 - b) The Methodist Church of Simpsonville did not comply with the separation procedures adopted by the South Carolina Conference and may not now do so.

- c) The filed records with the South Carolina Secretary of State attempting to create an entity known as The Methodist Church of Simpsonville are null and void and must be withdrawn.
- d) The ownership of all property and assets, tangible and intangible, of Simpsonville United Methodist Church remains with that corporate entity.

COUNT 2 – REQUEST FOR INJUNCTIVE RELIEF

- 34) Plaintiff incorporates paragraph 1-33 by reference.
- 35) Plaintiff will be irreparably harmed if an injunction is not issued to enjoin the actions of Methodist Church of Simpsonville and Michael Smith.
- 36) Plaintiff is likely to succeed on its merits of its claim in this action.
- 37) The equities in this action favor the granting of injunctive relief in Plaintiff's favor and the injunction is in the public interest.
- 38) Plaintiff has no adequate remedy at law and successive actions at law would be necessary to protect the Plaintiff's rights if this injunction is not granted.
- 39) Plaintiff seeks injunctive relief to enjoin the actions taken by The Methodist Church of Simpsonville and Michael Smith.
- 40) Plaintiff further requests the Court to:
 - a) Order Michael Smith to immediately vacate the parsonage of the Simpsonville United Methodist Church.
 - b) Order Michael Smith to immediately cease and desist from any contact in person or any communication with any member of the Simpsonville United Methodist Church regarding the issues of separation.

- c) Order that all assets including but not limited to property, both tangible and intangible, of any kind and nature including vehicles be returned to and if necessary retitled in the name of Simpsonville United Methodist Church.
- d) Order that all bank accounts, as well as any other accounts and investments that are the property of Simpsonville United Methodist Church be immediately returned to Plaintiff and the balance in said accounts be restored to the balance as it existed on June 3, 2024.
- e) Order that if any assets of Simpsonville United Methodist Church have been sold or otherwise disposed of, Defendants shall provide the proceeds of any such sale or disposition to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE Plaintiff prays judgment, against Defendants, as follows:

- a) The Court declare:
 - 1. The Denominational Trust Clause in the Book of Discipline and in the recorded deeds is valid and enforceable.
 - 2. The Methodist Church of Simpsonville did not comply with the separation procedures adopted by the South Carolina Conference and may not now do so.
 - 3. The filed records with the South Carolina Secretary of State attempting to create an entity known as The Methodist Church of Simpsonville are null and void and must be withdrawn.
 - 4. The ownership of all property and assets, tangible and intangible, of Simpsonville United Methodist Church remains with that corporate entity.
- b) The Court grant Plaintiff an injunction and order as follows:

1. Order Michael Smith to immediately vacate the parsonage of the Simpsonville United Methodist Church.
2. Order Michael Smith to immediately cease and desist from any contact in person or any communication with any member of the Simpsonville United Methodist Church regarding the issues of separation.
3. Order that all assets including but not limited to property, both tangible and intangible, of any kind and nature including vehicles be returned to and if necessary retitled in the name of Simpsonville United Methodist Church.
4. Order that all bank accounts, as well as any other accounts and investments that are the property of Simpsonville United Methodist Church be immediately returned to Plaintiff and the balance in said accounts be restored to the balance as it existed on June 3, 2024.
5. Order that if any assets of Simpsonville United Methodist Church have been sold or otherwise disposed of, Defendants shall provide the proceeds of any such sale or disposition to Plaintiff.

s/Vincent Clark Price

s/William A. Coates

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Chapter Six
CHURCH PROPERTY

Section I. All Titles—In Trust

¶ 2501. *Requirement of the Trust Clause for All Property*—1. All properties of United Methodist local churches and other United Methodist agencies and institutions are held, *in trust*, for the benefit of the entire denomination, and ownership and usage of church property is subject to the *Discipline*. This trust requirement is an essential element of the historic polity of The United Methodist Church or its predecessor denominations or communions and has been a part of the *Discipline* since 1797. It reflects the connectional structure of the Church by ensuring that the property will be used solely for purposes consonant with the mission of the entire denomination as set forth in the *Discipline*. The trust requirement is thus a fundamental expression of United Methodism whereby local churches and other agencies and institutions within the denomination are both held accountable to and benefit from their connection with the entire worldwide Church.

In consonance with the legal definition and self-understanding of The United Methodist Church (see ¶ 141), and with particular reference to its lack of capacity to hold title to property, The United Methodist Church is organized as a connectional structure, and titles to all real and personal, tangible and intangible property held at jurisdictional, annual, or district conference levels, or 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*. Titles are not held by The United Methodist Church (see ¶ 807.1) or by the General Conference of The United Methodist Church, but instead by the incorporated conferences, agencies, or organizations of the denomination, or in the case of unincorporated bodies of the denomination, by boards of trustees established for the purpose of holding and administering real and personal, tangible and intangible property.

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*.

¶ 2501

CHURCH PROPERTY

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

EXHIBIT E

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

The South Carolina Conference of The United
Methodist Church,

Plaintiff,

vs.

Simpsonville United Methodist Church, The
Methodist Church of Simpsonville, and
Michael Smith,

Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

Case No.: 2024-CP-23-06475

MOTION TO DISMISS
PURSUANT TO RULES
12(b)(1) and 12(b)(6), SCRPC

Pursuant to Rules 12(b)(1) and 12(b)(6), SCRPC, Defendants the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church) (the “local church”) and its pastor, Michael Smith, respectfully move the Court for an order dismissing the Plaintiff’s Complaint. The Motion is supported by the reasons set out below, any one of which, independently, provides a basis on which the Court must dismiss the suit. Dismissal of the lawsuit is required because:

- (1) **Lack of standing.** Plaintiff lacks standing to challenge actions that the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church)—a domestic nonprofit corporation—took within its own business judgment through its directors and officers acting pursuant to and consistent with the South Carolina Nonprofit Corporation Act.
- (2) **Lack of jurisdiction.** The controversies and requests for relief set out in Plaintiff’s Complaint would require the Court to resolve disputes about religious law, principle, doctrine, discipline, custom, or administration—subjects over which this Court has no subject matter jurisdiction.

- (3) **Constitutional bar.** The Court's jurisdiction over the Plaintiff's claims is barred by the First Amendment to the United States Constitution and Article I § 2 of the South Carolina Constitution. Further, the relief Plaintiff seeks in this suit is contrary to and forbidden by the Equal Protection, Free Exercise, Establishment, and Free Speech Clauses and the constitutional right of free association, consistent with the South Carolina Religious Freedom Act.
- (4) **The facts cannot support the requested relief.** The relief Plaintiff seeks cannot be awarded because the facts alleged in the Complaint and the documents that Plaintiff incorporated by reference into the Complaint do not support (and, in fact, rebut) the claims that are asserted. For example, the alleged trust clauses found in some (but not all) of the church's property deeds were added to the deeds secretly and without the knowledge or authorization of the church's directors. Those transactions and the clauses they surreptitiously added are legal nullities. The South Carolina Nonprofit Corporation Act, the local church's Restated and Amended Articles and Bylaws, and the church doctrines and governance of the denomination with which the local church was then affiliated all speak with one voice: *only* the local church's Church Council, as the directors of the nonprofit corporation, have the authority to authorize, permit, or direct the transfer, conveyance, disposition, or alteration of the legal status of or encumbrances on real property owned by the church. Likewise, other claims, including those asserted against Pastor Michael Smith, are contradicted or unsupported by the facts alleged in the Complaint or found in the documents incorporated therein. As a matter of law, therefore, Plaintiff has not stated claims upon which relief can be granted.

- (5) **The church sanctuary has never had a trust clause in its deed.** Even assuming the Court had jurisdiction over this case and even if Plaintiff had asserted viable claims (neither of which is true), the primary relief sought by the Plaintiff is not available even under the facts they allege. The main building in which the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church) meets sits on a parcel of land that does not have and *has never had* a trust clause in its deed. Under undisputed secular property law, the legal owner of that real property and building and the personal or corporate property therein has always been and still is the South Carolina nonprofit domestic corporation the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church). As a matter of law, and as a practical matter, the relief sought by the Plaintiff cannot displace the local congregation from its home or divest it of its property.
- (6) **The alleged trust clauses found in some of the deeds are fraudulent, voidable, and void.** As noted above, unauthorized and surreptitious property conveyances made in 2016 without the knowledge or approval of the local church's corporate directors purported to insert trust clauses into some of the deeds for property owned by the local church. However, under black-letter secular South Carolina statutory law, the trust clauses secretly inserted into those deeds are the product of fraud or fraudulent conveyance and, therefore, are voidable. Those trust clauses have been rescinded, retracted, revoked, and declared void by the church's directors. As a matter of law, therefore, the purported trust clauses cannot be a basis on which to grant the relief sought by Plaintiff.

- (7) **The alleged trust clauses found in some of the deeds are revocable and have been revoked.** Under black-letter, secular South Carolina statutory law and under controlling precedent recently rearticulated and applied by the South Carolina Supreme Court in a church disaffiliation dispute, the trust clauses found in some of the deeds to properties owned by the local church are revocable and have been revoked by the church's directors. As a matter of law, therefore, the purported trust clauses cannot be a basis on which to grant the relief sought by Plaintiff.
- (8) **The trust language in the UMC *Book of Discipline* does not control.** Under South Carolina law recently rearticulated and applied by the South Carolina Supreme Court in a church disaffiliation dispute, the trust provision found in the United Methodist Church's *Book of Discipline* does not apply to or control the outcome of any dispute between the parties regarding property—whether real property, personal property, or other tangible or intangible property—because the Methodist Church of Simpsonville (f/k/a Simpsonville United Methodist Church) never acceded to or adopted that language or requirement.
- (9) **Laches and the Plaintiff's unclean hands prevent equitable relief.** The equitable doctrines of laches and unclean hands bar the injunctive relief requested in the Complaint.

This motion is made without waiving any argument not made expressly herein and reserving the right to plead otherwise. Defendants' Motion to Dismiss is supported by applicable decisional law, the South Carolina Rules of Civil Procedure, a Memorandum of Law to be filed with the Court in advance of a hearing on these matters, and the arguments to be presented orally

by counsel at that hearing. For the preceding reasons, the Court should dismiss the Plaintiff's Complaint with prejudice.

Respectfully submitted,

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: *s/ Miles Coleman*

Miles Coleman

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Greenville, South Carolina
December 6, 2024