

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.

Appellate Case No: 2025-00712

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S.C. SUPREME COURT

Exhibit A

The Book of Discipline of The United Methodist Church excerpts

The BOOK *of*

DISCIPLINE

OF THE UNITED METHODIST CHURCH



2020/2024

A BRIEF HISTORY OF THE UNITED METHODIST CHURCH

and Francis Asbury were dispatched to undergird the growing American Methodist societies. Asbury became the most important figure in early American Methodism. His energetic devotion to the principles of Wesleyan theology, ministry, and organization shaped Methodism in America in ways unmatched by any other individual.

The first conference of Methodist preachers in the colonies was held in Philadelphia in 1773. The ten who attended pledged allegiance to Wesley's leadership and agreed that, as laypeople, they would not administer the sacraments. Methodists would receive the sacraments of baptism and the Lord's Supper at a local Anglican parish church. They emphasized strong discipline among the societies and preachers. A system of regular conferences was inaugurated, similar to those Wesley had instituted in England to conduct the business of the Methodist movement.

The American Revolution profoundly impacted Methodism. John Wesley's loyalty to the king and his writings against the revolutionary cause did not enhance the image of Methodism among many who supported independence. Furthermore, a number of Methodist preachers refused to bear arms to aid the patriots.

When independence from England was won, Wesley recognized that changes were necessary for American Methodism to thrive. He sent Thomas Coke to America to superintend the work with Asbury. Coke brought with him a prayer book entitled *The SundaY Service oF the Methodists in North America*, prepared by Wesley and incorporating his revision of the Church of England's Thirty-Nine Articles of Religion. Richard Whatcoat and Thomas Vasey, whom Wesley had ordained, accompanied Coke. Wesley's ordinations set a precedent that ultimately permitted Methodists in America to become an independent church.

In December 1784, the famous Christmas Conference of preachers was held in Baltimore at Lovely Lane Chapel. Most of the American preachers attended, probably including African Americans, Harry Hosier and Richard Allen. At this gathering the movement became organized as The Methodist Episcopal Church in America. In the following years The Methodist Episcopal Church published its first *Discipline* (1785), adopted a quadrennial General Conference, the first of which was held in 1792, and drafted a Constitution (1808). It also established a publishing house and became a proponent of revivalism and the camp meeting.

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for example, were strictly guided by the General Rules adopted at the Christmas Conference of 1784 and still included in United Methodism's *Book of Discipline*. They were urged to avoid evil, do good, and use the means of grace supplied by God. Those who did not adhere to the *Discipline* were to be removed from membership.

The structure of Methodist, United Brethren, and Evangelical Association churches allowed them to function in ways to support, consolidate, and expand their ministries. Local classes could spring up wherever a few women and men were gathered under the direction of a class leader. The itinerant preacher, who had a circuit of appointments under his care, visited regularly. This system served the diverse needs of city, town, or frontier outpost. The churches could go to the people wherever they settled. Annual conferences under episcopal leadership provided the mechanism for admitting and ordaining clergy, appointing itinerant preachers to their churches, and supplying them with mutual support. General Conferences, meeting quadrennially, proved sufficient to set the main course for the church, including the creation of the *Discipline* by which it was governed.

The Methodist Book Concern, organized in 1789, was the first church publishing house in America. The Evangelical Association and United Brethren also authorized the formation of publishing agencies in the early nineteenth century. From these presses came a succession of hymnals, *Disciplines*, newspapers, tracts, and magazines. Profits were usually designated for the support and welfare of retired and indigent preachers and their families.

The founding period was not without serious problems, especially for the Methodists. Conflict between Methodism's structure and values and American cultural norms (especially over episcopacy, race, and slavery) sometimes led to schism. In 1792, James O'Kelly founded the Republican Methodists to reduce the authority of bishops. Richard Allen (1760-1831), an emancipated slave and Methodist preacher who was mistreated because of his race, left the church and in 1816 organized The African Methodist Episcopal Church. For similar reasons, The African Methodist Episcopal Zion Church was begun in 1821. In 1830, about 5,000 preachers and laypeople left the denomination because it would not grant representation to the laity or permit the election of presiding elders (district superintendents). This new body was called The Methodist Protestant Church, which in 1939 united

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Andrew from the exercise of his office so long as he could not, or would not, free his slaves. A few days later, dissidents drafted a Plan of Separation, which permitted the annual conferences in slaveholding states to separate from The Methodist Episcopal Church in order to organize their own ecclesiastical structure. The Plan of Separation was adopted and the groundwork laid for the creation of The Methodist Episcopal Church, South.

Delegates from the southern states met in Louisville, Kentucky, in May 1845, to organize their new church. Their first General Conference was held the following year in Petersburg, Virginia, where a *Discipline* and hymnbook were adopted. The Methodist Protestant Church was also affected by the slavery controversy, splitting in 1858 and reuniting in 1877. The United Brethren and The Evangelical Association, being concentrated in northern states, were able to avoid the passionate struggle that fractured The Methodist Episcopal Church.

Despite conflict and division in America, Methodism continued to expand overseas. In 1847, Judson D. Collins, Moses C. White, and his wife Jane Isabel Altwater landed in Fuzhou, China, under the auspices of the Missionary Society of the Methodist Episcopal Church. Despite a slow beginning, the Missionary Society gained valuable lessons that enabled Robert S. Maclay to enter Japan in 1873. In 1885, William B. Scranton, his mother Mary F. Scranton, and Henry G. Appenzeller began work in Korea. American Methodists also set their sights on South Asia. In 1856, William Butler landed in Kolkata with his wife, Clementina Rowe Butler (one of the future founders of Woman's Foreign Missionary Society), and two of their children.

European Methodism also began, as migrants, sailors, soldiers, and others who encountered Methodism outside of Europe shared the message back home. Ludwig Jacoby joined the Methodists after immigrating to Cincinnati in 1838. He returned to Germany in 1849 and began gathering a church in Bremen. The Evangelical Association, with ethnic and linguistic links to Germany, sent Conrad Link as its first official missionary to Germany in 1850. Norwegian seaman Ole Peter Petersen, after hearing Methodists in Charleston, South Carolina, in 1845, preached to Norwegians and Danes in America and Norway in 1849. The first congregation in Denmark was established by Christian Willerup in 1856.

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for negotiation and arbitration as an alternative to international armed conflict. Many church members and clergy openly professed pacifism. When the United States officially entered the war in 1917, pacifism faded as American patriotism was identified with the war effort.

After the war, the churches returned their energies to social change. One of their perennial concerns was temperance, and they were quick to recognize it among their highest priorities. They published and distributed large amounts of temperance literature. Members pledged that they would abstain from alcoholic beverages.

There was significant theological ferment during this period. Biblical fundamentalists and neo-orthodox theologians questioned liberal Protestant theology and accused it of undermining the very essence of the Christian message. Since each of these theological parties—fundamentalist, neo-orthodox, and liberal—was well represented among the forerunners of United Methodism, heated doctrinal disputes were present in these churches.

Despite internal theological strife, the churches continued to cooperate with other denominations and acted to heal earlier schisms. A division that had occurred in The Evangelical Association in 1894 was repaired in 1922, when two factions united as The Evangelical Church.

A numerically larger union took place among three Methodist bodies—The Methodist Episcopal Church, The Methodist Protestant Church, and The Methodist Episcopal Church, South. Representatives of these churches began meeting in 1916 to forge a plan of union. By the 1930s, their proposal included partitioning the united church into six administrative units called jurisdictions. Five of these were geographical; the sixth, the Central Jurisdiction, was racial, including African American churches and annual conferences wherever they were geographically located in the United States. African American Methodists and some others were troubled by this prospect and opposed the plan. The majority of Methodist Protestants favored the union, even though it meant episcopal government, which they had not had since their church was organized in 1830. Following overwhelming approvals at the General Conferences and annual conferences of the three churches, they were united in April, 1939, into The Methodist Church. At the time of its formation, the new church included 7.7 million members.

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Brethren in 1968, although a few African American annual conferences continued for a short time thereafter.

Third, the churches debated women's ordination. The issue was critical in the creation of The Evangelical United Brethren Church. The Evangelical Church had never ordained women. The United Brethren had ordained women since 1889. In order to facilitate the union of these two churches, the United Brethren accepted the Evangelical practice, and women's ordination was stopped. Methodists debated the issue for several years after their unification in 1939. The Methodist Church began ordaining women in 1956. In that same year, women were granted full clergy rights and could be elected as members in full connection to an annual conference.

United Methodism as a World Church, 1968-

In 1968, The Evangelical United Brethren Church and The Methodist Church united. Full clergy status for women was included in the plan of union. Since then, an increasing number of women have been admitted to the ordained ministry, appointed to the district superintendency, elected to positions of denominational leadership, and consecrated as bishops. In 1980, Marjorie Matthews was the first woman elected to the Church's episcopacy.

When The United Methodist Church was created in 1968, it had approximately 11 million members, making it one of the largest Protestant churches in the world. Since then the church has become increasingly aware of itself as a world church with membership and conferences in Africa, Asia, Europe, and the United States. While worldwide membership in The United Methodist Church has grown since 1968, membership in Europe and the United States has declined, offset by significant growth in Africa and Asia. In Africa, The United Methodist Church has expanded episcopal areas to include East Africa, Sierra Leone, Cote d'Ivoire, East Congo, Zimbabwe, Mozambique, and South Africa.

Changes in worship style, the rise of the charismatic movement, the growth of nondenominationalism, and the emergence of megachurches have all challenged the church as it entered its third century. Most trying, The United Methodist Church has had to negotiate cultural shifts with regard to gender and sexuality, especially in the United States and Europe. Conflicts over homosexuality, marriage, and abortion have continued uninterrupted nearly since the formation of the denomination. These debates

¶ 6. *Article VI. Gender Justice*—As the Holy Scripture reveals, both men and women are made in the image of God and, therefore, men and women are of equal value in the eyes of God. The United Methodist Church acknowledges the long history of discrimination against women and girls. The United Methodist Church shall confront and seek to eliminate discrimination against women and girls, whether in organizations or in individuals, in every facet of its life and in society at large. The United Methodist Church shall work collaboratively with others to address concerns that threaten women's and girls' equality and well-being.⁸

¶ 7. *Article VII. Ecumenical Relations*—As part of the church universal, The United Methodist Church believes that the Lord of the church is calling Christians everywhere to strive toward unity; and therefore it will pray, seek, and work for unity at all levels of church life: through world relationships with other Methodist churches and united churches related to The Methodist Church or The Evangelical United Brethren Church, through councils of churches, and through plans of union and covenantal relationships⁹ with churches of Methodist or other denominational traditions.

¶ 8. *Article VIII. Title to Properties*—Titles to properties formerly held by¹⁰ The Evangelical United Brethren Church and The Methodist Church shall be held and administered in accordance with the *Book of Discipline*.¹¹ Nothing in the Plan of Union at any time after the union is to be construed so as to require any local church or any other property owner of the former The Evangelical United Brethren Church or the former The Methodist Church to alienate or in any way change the title to property contained in its deed or deeds at the time of union and lapse of time.

DIVISION TWO—ORGANIZATION

Section I. Conferences

¶ 9. *Article I.*—There shall be a General Conference for the entire Church with such powers, duties, and privileges as are hereinafter set forth.

8. Adopted 2019.

9. Amended 1996.

10. Amended 2000.

11. Amended 1984.

¶ 10. *Article II.*—There shall be jurisdictional conferences for the Church in the United States of America, with such powers, duties, and privileges as are hereinafter set forth,¹² provided that in The United Methodist Church there shall be no jurisdictional or central conference based on any ground other than geographical and regional division.

¶ 11. *Article III.*—There shall be central conferences for the Church outside the United States of America and, if necessary, provisional central conferences, all with such powers, duties, and privileges as are hereinafter set forth.

¶ 12. *Article IV.*—There shall be annual conferences as the fundamental bodies of the Church and, if necessary, provisional annual conferences, with such powers, duties, and privileges as are hereinafter set forth.

¶ 13. *Article V.*—There shall be a charge conference for each church or charge with such powers, duties, and privileges as are hereinafter set forth.¹³

Section II. General Conference

¶ 14. *Article I.*—1. The General Conference shall be composed of not less than 600 nor more than 1,000 delegates, one half of whom shall be clergy and one half lay members, to be elected by the annual conferences. The missionary conferences shall be considered as annual conferences for the purpose of this article.¹⁴

2. Delegates shall be elected in a fair and open process by the annual conferences. Delegates may be elected by other autonomous Methodist churches if and when the General Conference shall approve concordats with such other autonomous Methodist churches for the mutual election and seating of delegates in each other's legislative conferences.¹⁵

3. In the case of The Methodist Church in Great Britain, mother church of Methodism, provision shall be made for The United Methodist Church to send two delegates annually to the British Methodist Conference, and The Methodist Church in Great Britain to send four delegates quadrennially to The United

12. See Judicial Council Decision 128.

13. See Judicial Council Decision 516.

14. Amended 1976.

15. See Judicial Council Decisions 435 and 592.

Methodist Church⁶⁶ and shall have been active participants in The United Methodist Church for at least four years next preceding their election.⁶⁷

If the lay membership should number less than the clergy members of the annual conference, the annual conference shall, by its own formula, provide for the election of additional lay members to equalize lay and clergy membership of the annual conference.⁶⁸

¶ 34. *Article II.*—The annual conference is the basic body in the Church and as such shall have reserved to it the right to vote on all constitutional amendments, on the election of clergy and lay delegates to the General and the jurisdictional or central conferences, on all matters relating to the character and conference relations of its clergy members, and on the ordination of clergy and such other rights as have not been delegated to the General Conference under the Constitution, with the exception that the lay members may not vote on matters of ordination, character, and conference relations of clergy except that the lay members of the conference board of ordained ministry and the committee on investigation may vote on matters of ordination, character, and conference relations of clergy, with the further exception that lay members of the district committee on ordained ministry be full participating members of the district committee on ordained ministry with vote.⁶⁹ It shall discharge such duties and exercise such powers as the General Conference under the Constitution may determine.⁷⁰

¶ 35. *Article III.*—The annual conference shall elect clergy and lay delegates to the General Conference and to its jurisdictional or central conference in the manner provided in this section, Articles IV and V.⁷¹ Such elections shall include open nominations from the floor by the annual conference, and delegates shall be elected by a minimum of a simple majority of the ballots cast.⁷² The persons first elected up to the number determined by the ratio for

66. Amended 1972, 1976.

67. Amended 1976.

68. See Judicial Council Decisions 24, 113, 129, 349, 378, 479, 495, 511, 553, 561, 1212; and Decision 7, Interim Judicial Council.

69. Amended 1996.

70. See Judicial Council Decisions 78, 79, 132, 405, 406, 524, 532, 534, 552, 584, 690, 742, 782, 862.

71. See Judicial Council Decisions 435, 592.

72. Amended 2016.

the administration of the annual conference and shall have such responsibilities and term of office as the General Conference may determine.¹⁰³

¶ 55. *Article X.*—The bishops shall appoint, after consultation with the district superintendents, ministers to the charges; and they shall have such responsibilities and authorities as the General Conference shall prescribe.¹⁰⁴

DIVISION FOUR—THE JUDICIARY

¶ 56. *Article I.*—There shall be a Judicial Council. The General Conference shall determine the number and qualifications of its members, their terms of office, and the method of election and the filling of vacancies.

¶ 57. *Article II.*—The Judicial Council shall have authority:

1. To determine the constitutionality of any act of the General Conference upon an appeal of a majority of the Council of Bishops or one-fifth of the members of the General Conference and to determine the constitutionality of any act of a jurisdictional or central conference upon an appeal of a majority of the bishops of that jurisdictional or central conference or upon the appeal of one-fifth of the members of that jurisdictional or central conference.

2. To hear and determine any appeal from a bishop's decision on a question of law made in the annual conference when said appeal has been made by one-fifth of that conference present and voting.

3. To pass upon decisions of law made by bishops in annual conferences.

4. To hear and determine the legality of any action taken therein by any General Conference board or jurisdictional or central conference board or body, upon appeal by one-third of the members thereof, or upon request of the Council of Bishops or a majority of the bishops of a jurisdictional or a central conference.

5. To have such other duties and powers as may be conferred upon it by the General Conference.

6. To provide its own methods of organization and procedure.

¶ 58. *Article III.*—All decisions of the Judicial Council shall be final. When the Judicial Council shall declare unconstitutional any act of the General Conference then in session, that decision shall be reported back to that General Conference immediately.

103. See Judicial Council Decisions 368, 398.

104. See Judicial Council Decision 1307.

9. The charge conference shall examine and recommend, faithfully adhering to the provisions of ¶ 313, renewal of candidacy of candidates for the ordained ministry.

10. The charge conference shall examine and recommend to the responsible Church agency any candidates for Church-related vocations.

11. The charge conference shall inquire annually into the gifts, labors, and usefulness of the lay servants and certified lay ministers related to the charge and recommend to the district and/or conference committee on Lay Servant Ministries those persons who have met the standards set forth for a local church lay servant and/or for certified lay servant and certified lay minister (¶¶ 266-269).

12. The charge conference shall receive reports annually on all local church organized Volunteers In Mission (UMVIM) teams, and the total number of local church participants in any UMVIM team, and shall forward the combined report to the annual conference and the general Church through the regular annual local church statistical report.

13. The charge conference shall in consultation with the district superintendent set the compensation of the pastor and other staff appointed by the bishop.⁵

14. As soon as practicable after the session of annual conference, each district superintendent or designated agent shall notify each local church in the district what amounts have been apportioned to it for World Service, conference benevolences and other general Church, jurisdictional, and annual conference funds. In the event that the conference uses an apportionment formula whereby the local church contributes a specified percentage of its current income and/or expenses, the specified percentage may be used in lieu of an actual dollar amount. In preparation for and at the charge conference, it shall be the responsibility of the district superintendent, the pastor, and the lay member(s) of the annual conference and/or the church lay leader(s) to interpret to each charge conference the importance of these apportioned funds, explaining the causes supported by each of them and their place in the total program of the Church. The World Service Fund is basic in the financial program of The United Methodist Church. World Service on apportionment represents the minimum needs

5. See Judicial Council Decisions 213, 252, 461, 1014.

for the mission and ministry of the Church. Conference benevolences represent the minimum needs for mission and ministry in the annual conference. Payment in full of these apportionments by local churches is the first benevolent responsibility of the Church (¶ 812).⁶

15. The charge conference shall receive and act on the annual report from the pastor concerning the membership. (See ¶ 231.)

16. The charge conference shall receive a report on the names and addresses of college students to send to the United Methodist campus ministers and chaplains.

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

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

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

20. The charge conference shall promote awareness of and concurrence with the Doctrinal Standards and General Rules of The United Methodist Church, and with policies relative to Socially Responsible Investments (¶ 717), the Social Principles (¶¶ 160-164), and *The Book of Resolutions of The United Methodist Church*.

21. If any charge conference initiates, joins, monitors, or terminates a boycott, the guidelines in *The Book of Resolutions*, 2020/2024, should be followed. The General Conference is the

6. See Judicial Council Decision 1054.

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 Church of the United Brethren in Christ, or of the former The Evangelical Church, or of the former The Evangelical United Brethren Church, or 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.

Section X. Special Sundays

¶ 262. The special Sundays in The United Methodist Church intended to illustrate the nature and calling of the church are celebrated annually. The special Sundays are placed on the calendar to make clear the calling of the church as the people of God and to give persons the opportunity to contribute offerings to special programs.

Six churchwide special Sundays provide for churchwide offerings to express our commitment: Human Relations Day, UMCOR Sunday, World Communion Sunday, United Methodist Student Day, Peace with Justice Sunday, and Native American Ministries Sunday. Five special Sundays are without offering: Heritage Sunday, Laity Sunday, Organ and Tissue Donor Sunday, Men's Ministry Sunday, and Women's Ministry Sunday. Five churchwide Sundays—Christian Education, Golden Cross, Disability Awareness, Rural Life, and Volunteers in Mission Awareness—provide opportunities for annual conference offerings.

The special Sundays approved by General Conference shall be the only Sundays of churchwide emphasis. The program calendar of the denomination shall include only the special Sundays approved by General Conference, special Sundays approved by ecumenical agencies to which The United Methodist Church officially relates, and the days and seasons of the Christian Year.

Because the central conferences represent a diversity of history and heritages, they shall not be required to observe all of the special days listed below. The central conferences are authorized to observe other special days appropriate to their unique history and heritages.

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*.

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*.

¶ 2502. *Registration of the Name United Methodist*—The words *United Methodist* are not to be used as, or as a part of, a trade name or trademark or as a part of the name of any business firm or organization, except by corporations or other business units created for the administration of work undertaken directly by The United Methodist Church. The General Council on Finance and Administration is charged with supervision and registration of “United Methodist” and the denomination’s insignia (¶ 807.10 and ¶ 807.11).

¶ 2503. *Trust Clauses in Deeds*—1. Except in conveyances that require that the real property so conveyed shall revert to the grantor if and when its use as a place of divine worship has been terminated, all written instruments of conveyance by which premises are held or hereafter acquired for use as a place of divine worship or other activities for members of The United Methodist Church shall contain the following trust clause:¹

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.

2. All written instruments by which premises are held or hereafter acquired as a parsonage for the use and occupancy of the ministers of The United Methodist Church shall contain the following trust clause:

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

1. See Judicial Council Decision 688.

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.

3. In case the property so acquired is to be used for both a house of worship and a parsonage, the provisions of both trust clauses specified in §§ 1 and 2 above shall be inserted in the conveyance.

4. In case the property so acquired is not to be used exclusively for a place of worship, or a parsonage, or both, all written instruments by which such premises are held or hereafter acquired shall contain the following trust clause:

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.

5. When property is acquired from another United Methodist entity or organization, whether it is to be used as a place of divine worship, parsonage, or other use, all written instruments by which such premises are held or hereafter acquired shall contain the following trust clause:

In trust, that said premises shall be held, 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.

6. However, the absence of a trust clause stipulated in §§ 1, 2, 3, 4, or 5 above in deeds and conveyances executed previously or in the future shall in no way exclude a local church or church agency, or the board of trustees of either, from or relieve it of its connectional responsibilities to The United Methodist Church. Nor shall it absolve a local church or church agency or the board of trustees of either, of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church; provided that the intent of the founders and/or a later local church or church agency, or the board of trustees of either, is shown by any or all of the following:

a) the conveyance of the property to a local church or church agency (or the board of trustees of either) of The United Methodist Church or any predecessor to The United Methodist Church;

b) the use of the name, customs, and polity of The United Methodist Church or any predecessor to The United Methodist

Church in such a way as to be thus known to the community as a part of such denomination; or

c) the acceptance of the pastorate of ordained ministers appointed by a bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor to The United Methodist Church.

¶ 2504. *Effect of Union*—Nothing in the Plan of Union at any time after the union is to be construed so as to require any existing local church of any predecessor denomination to The United 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. Title to all property of a local church, or charge, or agency of the Church shall be held subject to the provisions of the *Discipline*, whether title to the same is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose, or otherwise.

¶ 2505. *Oil, Gas, and Mineral Leases*—Subject to and in accordance with the laws of the state, province, or country, the governing body of any church unit or agency owning land in trust for The United Methodist Church as provided in this *Discipline* may lease said land for the production of oil, gas, coal, and other minerals, upon such terms as it may deem best; provided, however, that such production shall not interfere with the purpose for which said land is held. The moneys received from such leases as rentals, royalties, or otherwise shall be used so far as practicable for the benefit of the church unit and for the promotion of the interests of The United Methodist Church. The lessee shall have no control over or responsibility for the payments made under such lease.

Section II. Compliance With Law

¶ 2506. *Conformity With Local Law—Church Corporations*—
1. All provisions of the *Discipline* relating to property, both real and personal, and relating to the formation and operation of any corporation, and relating to mergers are conditioned upon their being in conformity with the local laws, and in the event of conflict therewith the local laws shall prevail; provided, however, that this requirement shall not be construed to give the consent of The United Methodist Church to deprivation of its property without due process of law or to the regulation of its affairs by state

be representative of each congregation that composes the cooperative parish.

3. The board of trustees of a charge shall provide for the security of its funds, keep an accurate record of its proceedings, and report to the charge conference to which it is amenable.

4. When two or more local churches compose a single pastoral charge having a parsonage and one or more thereof is separated from such charge and established as a pastoral charge or united with another pastoral charge, each such local church shall be entitled to receive its just share of the then-reasonable value of the parsonage in which it has invested funds, with the exception that those churches departing from a circuit who had joined the circuit after the parsonage was acquired would have no claim on any value of the parsonage. The amount of such value and just share shall be determined by a committee of three persons, appointed by the district superintendent, who shall be members of The United Methodist Church but not of any of the interested local churches. Such committee shall hear all interested parties and shall take into account the investment of any church in any such property before arriving at a final determination. From any such determination there is reserved to each of the interested churches the right of appeal to the next succeeding annual conference, the decision of which shall be final and binding. Any sum received as or from such share shall not be applied to current expense or current budget.

¶ 2529. *Charge Conference Authority*—In a pastoral charge consisting of one local church, the charge conference, constituted as set forth in ¶¶ 246-247, shall be vested with power and authority as hereinafter set forth in connection with the property, both real and personal, of the said local church. In fulfilling that duty, the charge conference may delegate certain duties and responsibilities to the board of trustees as described below. However, the board of trustees shall always be subject to the direction of the charge conference. The charge conference may:

1. a) If it so elects, direct the board of trustees to incorporate the local church, expressly subject, however, to the *Discipline* of The United Methodist Church (see ¶ 2506) and in accordance with the pertinent local laws and in such manner as will fully protect and exempt from any and all legal liability the individual officials and members, jointly and severally, of the local church and the charge, annual, jurisdictional, and general conferences of The

United Methodist Church, and each of them, for and on account of the debts and other obligations of every kind and description of the local church.

b) Regardless of whether the charge conference elects to incorporate the local church, the local church:

(1) must be organized and operated in compliance with the *Discipline*;

(2) cannot act in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*; and

(3) cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference.

c) The organizing documents (articles of incorporation, charter, bylaws, or equivalents) of a local church shall reflect its connectional relationship to The United Methodist Church. The adoption or modification of a local church's organizing documents must be approved, in writing, by its pastor and district superintendent. Specifically, local church organizing documents shall, at a minimum:

(1) require the local church to be organized and operated in compliance with the *Discipline*;

(2) prohibit the local church from acting in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*;

(3) prohibit the local church from severing its connectional relationship to The United Methodist Church without the annual conference's consent;

(4) require the pastor and the district superintendent to approve, in writing, the adoption of, and changes to, the local church's organizing documents; and

(5) include language consistent with the Internal Revenue Code to protect the local church's tax-exempt status.

d) The failure of a local church's organizing documents to meet the requirements of ¶ 2529.1c(1)-(4) does not relieve the local church of its connectional responsibilities to The United Methodist Church, nor does it absolve its pastor and membership of the responsibility to operate the local church as a United Methodist church, in accordance with the *Discipline*. The organizing documents are deemed modified to the extent necessary to comply with ¶ 2529.1c(1)-(4) if any of the circumstances described

have been committed to writing and signed and approved by the duly qualified and authorized representatives of both parties concerned.¹³

¶ 2549. *Disposition of Property of a Closed Local Church—*

1. Except as provided in ¶ 2549.3, the district superintendent may, pursuant to this paragraph, recommend the closure of a local church, upon a finding that:

a) The local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204); or

b) The local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church.

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

(1) Guide the congregation in an assessment of its potential as outlined in ¶ 213, in consultation with the appropriate agency assigned the responsibility of the conference parish and community development strategy;

(2) Obtain and consider an opinion of legal counsel as to the existence of any reversion, possibility of reverter, right of reacquisition, or similar restrictions to the benefit of any party;

(3) Develop, in consultation with the appropriate district board of church location and building, a plan for the future use of all the real and personal, tangible and intangible property of the local church; and

(4) Develop a plan for the transfer of the membership of the local church (¶ 229).

b) Upon a recommendation by the district superintendent, and with the consent of the presiding bishop, a majority of the district superintendents, and the appropriate district board of church location and building, the annual conference may declare a local church closed. In the alternative, the annual conference may declare a local church closed in response to a petition submitted jointly by the local church's church council, appointed or assigned pastor in charge, and at least one of its lay members of the annual conference. If the annual conference closes a local church, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual

13. See Judicial Council Decision 1449.

conference board of trustees, who shall hold said property in trust for the benefit of the annual conference.

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

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

3. In the alternative the Church Council, or the equivalent administrative or program body of a local church, may propose to the annual conference with which it is associated that the local church be closed. Such a proposal may be presented to the annual conference by petition as provided by the annual conference, or by motion at a session of the annual conference from a lay member of the annual conference from that church or another church that is part of the same charge. When this alternative procedure is followed, ¶2549.2.d) applies.

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

b) At any time between sessions of annual conference, if the presiding bishop, the majority of the district superintendents, and the appropriate district board of church location and building all consent, they may, in their sole discretion, declare that

exigent circumstances exist that require immediate protection of the local church's property, for the benefit of the denomination. In such case, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual conference board of trustees who may hold or dispose of such property in its sole discretion, subject to any standing rule of the annual conference. Exigent circumstances include, but are not limited to, situations where a local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204) or where the local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church. When it next meets, the annual conference shall decide whether to formally close the local church.¹⁴

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

6. The annual conference board of trustees shall review all gifts held in trust, assets of any endowment funds, and assets of any foundation of the closed local church. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.¹⁵

7. Any gift, legacy, devise, annuity, or other benefit that accrues to a closed local church shall become the property of the annual conference board of trustees. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.¹⁶

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

If a local church in a non-urban center is closed, any proceeds of the sale of its property may be used for new churches, new faith communities, new missional initiatives, relocating churches, churches building multi-campus facilities for the purpose of

14. See Judicial Council Decision 1490.

15. See Judicial Council Decision 1461.

16. See Judicial Council Decision 1461.

evangelistic church extension, or an organization that is a non-profit and has values consistent with The United Methodist Church's values and is consistent with our Wesleyan heritage, theology, and United Methodist polity. In addition, the proceeds may be used to revitalize or enhance church ministry, or be given to an organization that is a vetted nonprofit and has values consistent with The United Methodist Church's values and is consistent with our Wesleyan heritage, theology, and United Methodist polity. In addition, the proceeds may be used to embrace or continue the work and vision of ministry with the poor in the community.¹⁷

¶ 2550. *Board of Trustees Report to the Charge Conference*—The board of trustees shall annually make a written report to the charge conference, in which shall be included the following:

1. The legal description and the reasonable valuation of each parcel of real estate owned by the church;
2. The specific name of the grantee in each deed of conveyance of real estate to the local church;
3. An inventory and the reasonable valuation of all personal property owned by the local church;
4. The amount of income received from any income-producing property and a detailed list of expenditures in connection therewith;
5. The amount received during the year for building, rebuilding, remodeling, and improving real estate, and an itemized statement of expenditures;
6. Outstanding capital debts and how contracted;
7. A detailed statement of the insurance carried on each parcel of real estate, indicating whether restricted by co-insurance or other limiting conditions and whether adequate insurance is carried;
8. The name of the custodian of all legal papers of the local church, and where they are kept;
9. A detailed list of all trusts in which the local church is the beneficiary, specifying where and how the funds are invested, clarifying the manner in which these investments made a positive contribution toward the realization of the goals outlined in the Social Principles of the Church, and in what manner the income therefrom is expended or applied.

17. See Judicial Council Decision 1282.

for a declaratory decision in any instance in which it determines that it does not have jurisdiction to decide the matter.

¶ 2609. *Jurisdiction and Powers*—1. The Judicial Council shall determine the constitutionality of any act of the General Conference upon an appeal by a majority of the Council of Bishops or one-fifth of the members of the General Conference.

2. The Judicial Council shall have jurisdiction to determine the constitutionality of any proposed legislation when such declaratory decision is requested by the General Conference, the Association of Annual Conference Lay Leaders, or by the Council of Bishops.

3. The Judicial Council shall determine the constitutionality of any act of a jurisdictional or central conference upon an appeal by a majority of the bishops of that jurisdictional or central conference or upon an appeal by one-fifth of the members of that jurisdictional or central conference.⁴

4. The Judicial Council shall hear and determine the legality of any action taken by any body created or authorized by the General Conference or any body created or authorized by a jurisdictional or central conference, upon appeal by one-third of the members thereof or upon request of the Council of Bishops or a majority of the bishops of the jurisdictional or central conference wherein the action was taken.

5. The Judicial Council shall hear and determine the legality of any action taken by any body created or authorized by a General Conference or any body created or authorized by the jurisdictional or central conference on a matter affecting an annual or a provisional annual conference, upon appeal by two-thirds of the members of the annual or provisional annual conference present and voting.

6. The Judicial Council shall pass upon and affirm, modify, or reverse the decisions of law made by bishops in central, district, annual, or jurisdictional conferences upon questions of law submitted to them in writing in the regular business of a session; and in order to facilitate such review, each bishop shall report annually in writing to the Judicial Council on forms provided by the council all the bishop's decisions of law. No such episcopal decision shall be authoritative, except in the case pending, until it has been passed upon by the Judicial Council, but thereafter it shall

4. See Judicial Council Decision 338.

become the law of the Church to the extent that it is affirmed by the council. Normally, the bishop shall rule before the close of the annual conference session during which the question was submitted, but in no case later than thirty days after the close of the session. The annual conference secretary shall enter in the annual conference journal an exact statement of the question submitted and the ruling of the bishop.⁵

7. The Judicial Council shall hear and determine any appeal from a bishop's decision on a question of law made in a central, district, annual, or jurisdictional conference when said appeal has been made by one-fifth of that conference present and voting.

8. The Judicial Council shall have power to review an opinion or decision of a committee on appeals of a jurisdictional or central conference if it should appear that such opinion or decision is at variance with the *Book of Discipline*, a prior decision of the Judicial Council, or an opinion or decision of a committee on appeals of another jurisdictional or central conference on a question of Church law. In the event the committee on appeals' decision appears to be at variance with the decision of another committee on appeals, then the following procedure should be followed:

a) Any party to the opinion or decision may appeal the case to the Judicial Council on the ground of such conflict of decisions; or

b) The committee on appeals rendering the last of such opinions or decisions may certify the case to, and file it with, the Judicial Council on the ground of such conflict of decisions; or

c) The attention of the president of the Judicial Council being directed to such conflict or alleged conflict of decisions, the president may issue an order directing the secretaries of the committees on appeals involved to certify a copy of a sufficient portion of the record to disclose the nature of the case and the entire opinion and decision of the committee on appeals in each case to the Judicial Council for its consideration at its next meeting.

The Judicial Council shall hear and determine the question of Church law involved but shall not pass upon the facts in either case further than is necessary to decide the question of Church law involved. After deciding the question of Church law, the Judicial Council shall cause its decision to be certified to each of the committees on appeals involved, and such committees on appeals

5. See Judicial Council Decisions 153, 747, 762, 763, 799, 1130, 1161, 1166, 1167, 1188.

shall take such action, if any, as may be necessary under the law as determined by the Judicial Council.

d) All opinions and decisions of jurisdictional and central conference committees on appeal shall be sent to the secretary of the Judicial Council within thirty days after a decision. These decisions shall be made available to those who are involved in trials and appeals when needed and for those preparing for trial or appeal, but not otherwise.

9. The Judicial Council shall have jurisdiction to hear and determine all appeals from decisions of the jurisdictional appeals committee.⁶

10. The Judicial Council shall have other duties and powers as may be conferred upon it by the General Conference.

11. All decisions of the Judicial Council shall be final upon public release of the decision or memorandum except for non-substantive typographical and formatting corrections. However, when the Judicial Council shall declare any act of the General Conference then in session unconstitutional, that decision shall be reported to that General Conference immediately. This legislation shall take effect immediately upon passage by the General Conference.

12. The Judicial Council shall not have the authority to grant or award compensation to cover or reimburse attorney fees to a party to an appeal in a matter of Church law.⁷

¶ **2610.** *Declaratory Decisions*—1. The Judicial Council, on petition as hereinafter provided, shall have jurisdiction to make a ruling in the nature of a declaratory decision as to the constitutionality, meaning, application, or effect of the *Discipline* or any portion thereof or of any act or legislation of a General Conference; and the decision of the Judicial Council thereon shall be as binding and effectual as a decision made by it on appeal.

2. The following bodies in The United Methodist Church are hereby authorized to make such petitions to the Judicial Council for declaratory decisions: *(a)* the General Conference; *(b)* the Council of Bishops; *(c)* any body created or authorized by the General Conference on matters relating to or affecting the work of such body; *(d)* a majority of the bishops assigned to any jurisdiction on matters relating to or affecting jurisdictions or the work therein; *(e)* a majority of the bishops assigned to any central conference on

6. See Judicial Council decision 1276.

7. See Judicial Council Decision 1230.

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.

Appellate Case No: 2025-00712

Exhibit B

Plaintiff's Motion to Amend Summons and Complaint and for Joinder and Realignment of Parties filed in 2024-CP-23-06475 on February 24, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

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.

Case No. 2024-CP-23-06475

**PLAINTIFF'S MOTION TO AMEND
SUMMONS AND COMPLAINT AND
FOR JOINDER AND REALIGNMENT
OF PARTIES**

Pursuant to Rules 15, 20, and 21 of the South Carolina Rules of Civil Procedure, Plaintiff The South Carolina Conference of The United Methodist Church ("Conference") herein moves the Court for leave to amend the Conference's Complaint and for an Amended Summons to issue against newly named defendants.

The Conference seeks to realign Simpsonville United Methodist Church ("Simpsonville UMC") from a defendant to a plaintiff.

The Conference also seeks to add as plaintiffs John Warren, the duly appointed United Methodist pastor for Simpsonville UMC, and Melinda Nash, Larry Eckart, and Cynthia Gunnels, individually, and as the representative of all those individuals or members of Simpsonville UMC who remain loyal to Simpsonville UMC, the Conference, and The United Methodist Church and wish for Simpsonville UMC to remain in connectional relationship with the Conference and The United Methodist Church. The Conference also seeks to add as defendants Heidi Meek Medlin, Chris Doyle, and Jim Bouchillon, who are members and leaders of the existing defendant Methodist Church of Simpsonville ("MCS").

Copies of the proposed Amended Summons and Amended Complaint are attached hereto as Exhibit 1.

Amendment of Pleadings. The bar for obtaining leave to amend pleadings is one of the lowest in state civil procedure. The Court of Appeals in *Parker v. Spartanburg Sanitary Sewer Dist.*, 362 S.C. 276, 286, 607 S.E.2d 711, 716–17 (Ct. App. 2005), citing numerous authorities, summarized it in this fashion:

Leave to amend pleadings pursuant to Rule 15, SCRCp, shall be *liberally and freely given* when justice so requires and does not prejudice any other party. *Crestwood Golf Club, Inc. v. Potter*, 328 S.C. 201, 493 S.E.2d 826 (1997); *Pruitt v. Bowers*, 330 S.C. 483, 499 S.E.2d 250 (Ct.App.1998). **The prejudice Rule 15 envisions is a lack of notice that the new issue is going to be tried, and a lack of opportunity to refute it.** *Tanner v. Florence County Treasurer*, 336 S.C. 552, 521 S.E.2d 153 (1999); *Lewis–Davis*, 360 S.C. at 232, 599 S.E.2d at 465. **The party opposing the amendment has the burden of establishing prejudice.** *Foggie v. CSX Transp., Inc.*, 315 S.C. 17, 431 S.E.2d 587 (1993); *Pruitt*, 330 S.C. at 489, 499 S.E.2d at 253. **This rule strongly favors amendments and the court is encouraged to freely grant leave to amend.** *Jarrell v. Seaboard Sys. R.R.*, 294 S.C. 183, 363 S.E.2d 398 (Ct.App.1987).

(emphasis added); see also *Maybank 2754, LLC v. Zurlo*, 444 S.C. 47, 83, 906 S.E.2d 94, 113 (Ct. App. 2024). Moreover, “[a] court’s decision to deny a motion to amend should not be based on the court’s perception of the merits of [the proposed amendment].” *Skydive Myrtle Beach, Inc. v. Horry County*, 426 S.C. 175, 182, 826 S.E.2d 585, 589 (2019).

This matter was filed in November 2023 and is now only a few months old. MCS and Smith have filed a Motion to Dismiss, which is pending. No other pleadings have been filed. No discovery has yet been undertaken by any party in this action, except for the service of one subpoena to a corporate third party unrelated to any current or proposed plaintiff or defendant. Under these circumstances, there is no meaningful possibility of prejudice to any current or proposed party.

Joinder of Parties. Pursuant to Rule 20(a) SCRPC, parties may be joined as plaintiffs or defendants if the claims or defenses

arise[] out of the same transaction, occurrence, or series of transactions or occurrences and if any question of law or fact common to all [parties] will arise in the action. . . . A plaintiff or defendant need not be interested in obtaining or defending against all the relief demanded. Judgment may be given for one or more of the plaintiffs according to their respective rights to relief, and against one or more defendants according to their respective liabilities.

Rule 20(a) SCRPC.

Here the proposed additional plaintiffs have the same interest as the Conference in the claims of the Amended Complaint, and those claims arise out of the exact same transactions and series of events giving rise to the Conference's original Complaint and apply equally to both the original defendants and the proposed additional defendants. Common questions of law and fact are present for all parties in the proposed Amended Complaint. It is in the interest of justice to allow the proposed amended complaint and joinder of parties. Other than the Motion to Dismiss, there have been no further pleadings in response to the Complaint and no formal discovery to date, except for one third-party subpoena. Consequently, there would be no prejudice to any party.

Realignment of Parties. Pursuant to Rule 21, SCRPC, "[t]rial judges in South Carolina have the authority to realign parties." *Branham v. Ford Motor Co.*, 390 S.C. 203, 242, 701 S.E.2d 5, 26 (2010). "Misjoinder of parties is not ground for dismissal of an action. Parties may be dropped or added by order of the court on motion of any party or of its own initiative at any stage of the action and on such terms as are just." Rule 21, SCRPC. An order to realign parties may be made at "at any stage of the action, [and t]he decision whether to realign the parties lies within the sound discretion of the trial court and will not be disturbed on appeal absent a showing of an abuse of discretion and resulting prejudice." *Branham*, 390 S.C. at 243, 701 S.E.2d at 26.

Simpsonville UMC is a South Carolina nonprofit religious corporation that, since its founding in 1917, has been aligned and affiliated with the Conference, The United Methodist Church, and predecessor denominations to The United Methodist Church. The proposed Amended Complaint alleges that Simpsonville UMC's real and personal property, both tangible and intangible, is held in trust for the benefit of the Conference and The United Methodist Church religious denomination. The proposed Amended Complaint further alleges that the Defendants unlawfully possess and control Simpsonville UMC's corporate identity and all of its real and personal property.

For the reasons stated above, the Conference respectfully requests that the Court grant this motion and grant leave to file the Amended Summons and Complaint attached as Exhibit 1.

Rule 11 Certification

The undersigned counsel represents that prior to filing this Motion, he consulted with counsel for MCS and Smith, and counsel did not consent.

[Signature Block on Following Page]

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

s/James Y. Becker

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*Attorneys for Plaintiff The South Carolina
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February 24, 2025

EXHIBIT 1 to Plaintiff's Motion to
Amend Summons and Complaint and for
Joinder and Realignment of Parties

Amended Summons and Amended Complaint

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

The South Carolina Conference of The United Methodist Church; Simpsonville United Methodist Church; John Warren, as duly appointed pastor of Simpsonville United Methodist Church; and Melinda Nash, Larry Eckart, and Cynthia Gunnells, individually and on behalf of certain members of or individuals loyal to Simpsonville United Methodist Church,

Plaintiffs,

v.

The Methodist Church of Simpsonville, Michael Smith, Heidi Meek Medlin, Chris Doyle, and Jim Bouchillon,

Defendants.

Case No. 2024-CP-23-06475

AMENDED SUMMONS

YOU ARE HEREBY SUMMONED and required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Amended Complaint on the subscriber at his office, Haynsworth Sinkler Boyd, P.A., 1201 Main Street, 22nd Floor (29201), Post Office Box 11889, Columbia, South Carolina (29211-1889), within thirty (30) days after the service hereof, exclusive of the day of such service. Your Answer must be in writing and signed by you or your attorney and must state your address or the address of your attorney, if signed by your attorney. If you fail to answer the Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

HAYNSWORTH SINKLER BOYD, P.A.

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February __, 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

The South Carolina Conference of The United Methodist Church; Simpsonville United Methodist Church; John Warren, as duly appointed pastor of the Simpsonville United Methodist Church; Melinda Nash, Larry Eckart, and Cynthia Gunnells, individually and on behalf of certain members of or individuals loyal to Simpsonville United Methodist Church,

Plaintiffs,

vs.

The Methodist Church of Simpsonville, Michael Smith, Heidi Meek Medlin, Chris Doyle, and Jim Bouchillon,

Defendants.

Case No. 2024-CP-23-06475

AMENDED COMPLAINT

The Plaintiffs, herein named and described, complaining of all Defendants, herein named and described, would respectfully allege and show unto this Court as follows:

I. INTRODUCTION AND PARTIES

Plaintiffs

1. The South Carolina Conference of The United Methodist Church (“Conference”) is a South Carolina non-profit corporation. The Conference is an “Annual Conference” within The United Methodist Church religious denomination and has jurisdiction of all local United Methodist churches in South Carolina. The filing and service of 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.

2. Simpsonville United Methodist Church (“Simpsonville UMC”) is a South Carolina non-profit corporation organized under South Carolina law and registered with the South Carolina Secretary of State on or about September 10, 1991. It is a local United Methodist church within the Conference and The United Methodist Church religious denomination. Simpsonville UMC is the successor to both the Simpsonville Methodist Church and the Simpsonville Methodist Episcopal Church, which existed as early as July 10, 1917.

3. Simpsonville UMC is the nominal owner of real and personal property, both tangible and intangible, including financial assets, located principally (but not exclusively) at 215 SE Main St., Simpsonville, SC 29681, in Greenville County, South Carolina (“Church Property”), which it holds in trust for the benefit of the Conference and The United Methodist Church. The Church Property includes a church building complex comprising approximately 6.85 acres of land and a parsonage located on Hillpine Drive in Simpsonville (“Parsonage”).¹

4. John Warren (“Warren”) is the licensed United Methodist minister duly appointed by the Conference to serve Simpsonville UMC as its pastor. As the appointed pastor of Simpsonville UMC, Warren has a right to use and reside in the Parsonage.

5. Melinda Nash, Larry Eckart, and Cynthia Gunnells (“Individual Plaintiffs”) are members² of Simpsonville UMC, remain loyal to Simpsonville UMC, and wish for Simpsonville UMC to remain affiliated with the Conference and The United Methodist Church. Because of the

¹ Unless specifically discussing the church building complex on SE Main Street itself, “Church Property” as used herein includes the Parsonage.

² Unless otherwise defined herein, the word “member” as used in this Amended Complaint refers to an individual who has entered his or her name on the “roll of professing members” of Simpsonville UMC, reflecting the definition of “membership” contained in ¶ 215.3 of the *Discipline* (as defined below). Unless specifically stated, the word “member” as used in this Amended Complaint does not refer to the defined term “member” contained in the South Carolina Nonprofit Corporation Act, S.C. Code Ann. § 33-31-140(23)(a).

Defendants' actions, the Individual Plaintiffs have been alienated and hindered from using and enjoying the Church Property as a place of Christian worship and fellowship. The Individual Plaintiffs represent approximately 70 or more other members who are similarly situated to them and other individuals who remain loyal to Simpsonville UMC, the Conference, and The United Methodist Church, and share the Individual Plaintiffs' feelings and wishes in this matter.

Defendants

6. The Methodist Church of Simpsonville ("MCS") is an unincorporated association of individuals, all residing in or near Simpsonville, South Carolina, and purporting to be a church organization and the successor to Simpsonville UMC. MCS operates in Simpsonville, South Carolina and has unlawfully assumed complete control and dominion over Simpsonville UMC's corporate existence and its Church Property by, among other things, unilaterally amending without authority Simpsonville UMC's name and articles of incorporation with the South Carolina Secretary of State and excluding the Plaintiffs from the Church Property.

7. Michael Smith ("Smith") is a former minister of The United Methodist Church previously assigned to Simpsonville UMC beginning on or about July 1, 2018. Smith surrendered his credentials as a United Methodist pastor to the Conference on June 3, 2024. Smith now serves as the pastor and leader of MCS.

8. Heidi Meek Medlin, Chris Doyle, and Jim Bouchillon (collectively the "Individual Defendants") are former trustees of Simpsonville UMC and now act respectively as MCS's Church Council Chair, Church Council Vice Chair, and Church Trustees Chair.

9. Other individual members (as that term is defined in S.C. Code Ann. § 33-31-140(23)(a)) of MCS include, but are not limited to, those individuals listed as "Directors" of MCS on the last page of Exhibit A attached hereto.

10. Pursuant to S.C. Code Ann. § 15-35-170, in the event of any judgment against an unincorporated association, “any property of the association and the individual property of any copartner or member³ thereof found in the State shall be liable to judgment and execution for satisfaction of any such judgment.”

11. Smith, the Individual Defendants, and all other members (as that term is defined in S.C. Code Ann. § 33-31-140(23)(a)) of the MCS unincorporated association are believed to reside in or near Greenville County, South Carolina.

II. JURISDICTION AND VENUE

12. Jurisdiction and venue are proper in the County of Greenville, State of South Carolina because the matters alleged in this Complaint took place in Greenville County, and the Defendants are residents of Greenville County.

III. FACTUAL ALLEGATIONS

A. Background, rules of governance, and property ownership related to The United Methodist Church.

13. The United Methodist Church is an international Protestant Christian religious denomination founded in 1968 and is the successor to The Methodist Episcopal Church and The Methodist Church. It is hierarchical in structure.⁴

14. In the United States, The United Methodist Church is organized into regionally based “annual conferences.” The Conference is one such annual conference. The Conference

³ The word “member” in this paragraph is as defined in S.C. Code Ann. § 33-31-140(23)(a).

⁴ In *Seldon v. Singletary*, 284 S.C. 148, 149-50, 326 S.E.2d 147, 148-49 (1985), the South Carolina Supreme Court defined a hierarchical church as “one organized as a body with other churches having similar faith and doctrine with a common ruling convocation . . . [in which] a local church is but a member of a larger and more important religious organization, and is under its government and control, and the voluntary act of joining the general denominational organization subjects the local church to its rules and regulations.”

serves as The United Methodist Church's denominational connection point for all local United Methodist churches geographically located in South Carolina, including Simpsonville UMC.

15. The Conference is subdivided into 12 districts, each of which is supervised by a district superintendent, and each district includes between 50 and 70 local churches, such as Simpsonville UMC.

16. The United Methodist Church is governed by *The Book of Discipline of The United Methodist Church* ("*Discipline*"). The *Discipline* was originally published in 1784.⁵ The *Discipline* is a book of church law, polity, and procedures enacted by the denomination's General Conference, a legislative body which includes clergy and lay delegates representing each annual conference. The *Discipline* constitutes the law and doctrine of The United Methodist Church, which all local United Methodist churches, including Simpsonville UMC, clergy, and lay members agree to follow.

17. Paragraph 2529.1(b) of the *Discipline* provides that local churches, whether incorporated or not, "(1) must be organized and operated in compliance with the *Discipline*; (2) cannot act in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*; and (3) cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference." A local church's organizing documents must reflect these mandates, and the adoption or modification of the organizing documents "must be approved, in writing, by its pastor and district superintendent." *Discipline* ¶ 2529.1(c).

⁵ The most recent version of the *Discipline* can be accessed here: <https://www.cokesbury.com/book-of-discipline-book-of-resolutions-free-versions>. A copy of the sections of the *Discipline* referenced in this Amended Complaint are attached collectively as Exhibit B.

18. Since the earliest days of Methodism in the 1700s and continuing to and through The United Methodist Church, the *Discipline* has required all local churches, including Simpsonville UMC, 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 *Discipline* provides in Paragraph 2501.1 as follows regarding local church property:

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.

(Emphasis added.)

19. The trust is irrevocable. Paragraph 2501.2 of the *Discipline* states in its entirety:

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 authorized by the *Discipline*.

20. The failure to incorporate the Trust Clause or use the specified trust language in property conveyances does not absolve any local United Methodist church, including Simpsonville UMC, from the obligations of the *Discipline*. Paragraph 2503.6 of the *Discipline* states:

[T]he absence of a trust clause . . . in deeds and conveyances executed previously or in the future shall in no way exclude a [local church or its trustees], from or relieve it of its connectional responsibilities to The United Methodist Church . . . including the responsibility to hold all of its property in trust for The United Methodist Church; provided that the intent of the founders and/or a later local church or church agency, or the board of trustees of either, is shown by any or all of the following:

- a) the conveyance of the property to a local church or church agency (or the board of trustees of either) of The United Methodist Church or any predecessor to The United Methodist Church;
- b) the use of the name, customs, and polity of The United Methodist Church or any predecessor to The United Methodist Church in such a way as to be thus known to the community as a part of such denomination; or
- c) the acceptance of the pastorate of ordained ministers appointed by a bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor to The United Methodist Church.

21. The authority of the local United Methodist churches, including Simpsonville UMC, regarding property is specifically addressed in ¶ 2501.3 of the *Discipline*:

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 [United Methodist] Church**, unless restricted or prevented by the *Discipline*.

(Emphasis added.)

22. The United Methodist Church Trust Clause applies to all real and personal property owned or controlled by a local United Methodist church, including the Church Property owned or controlled by Simpsonville UMC. This property includes the church buildings and fixtures, parsonages, endowments, and funds, held by the local United Methodist church (including Simpsonville UMC) so that the same can benefit current and future United Methodists.

23. The *Discipline* also contains provisions that govern the disposition of local church property when the local church “no longer serves the purpose for which it was organized and incorporated” or “is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church.” *Discipline*, ¶ 2549.1(a)-(b). In such an event, the *Discipline* permits the annual conference to declare that a local church be closed, and in such an event, “title to all the real and personal, tangible and intangible property of the local church shall

immediately vest in the annual conference board of trustees, who shall hold said property in trust for the annual conference.” *Discipline* ¶ 2549.2(b) (emphasis added).

24. All local United Methodist churches, including Simpsonville UMC, must be organized and operated in compliance with the *Discipline*; cannot act in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*; and cannot sever their connectional relationships to The United Methodist Church without the consent of the annual conference. *Discipline* ¶ 2529.1(b).

B. Simpsonville UMC has operated as a United Methodist church for decades.

25. Simpsonville UMC and its predecessors have enjoyed a history of more than 100 years as a place of Christian fellowship and worship in the Methodist tradition in the City of Simpsonville. Simpsonville UMC is the corporate successor to both the Simpsonville Methodist Church and the Simpsonville Methodist Episcopal Church, which existed as early as July 10, 1917.

26. Simpsonville UMC filed its “Declaration and Petition for Incorporation” with the South Carolina Secretary of State on September 10, 1991, identifying itself as the “Simpsonville United Methodist Church” and stating its purpose as “Christian worship.” On October 11, 1999, Simpsonville UMC filed a notification with the South Carolina Secretary of State electing to be designated as a religious corporation.

27. For more than three decades, Simpsonville UMC held itself out to the public as a member of The United Methodist Church and the Conference. On a continuous and ongoing basis, Simpsonville UMC used signage and literature stating it was a local church within The United Methodist Church. Simpsonville UMC used The United Methodist Church symbol of the cross and flame and otherwise recognized its affiliation with The United Methodist Church. Simpsonville UMC also utilized the words “United” and/or “Methodist” in connection with its name on its documents related to its ministry.

28. Simpsonville UMC accepted the pastorate of ordained ministers appointed by the bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor to The United Methodist Church.

29. The *Discipline* in paragraph 247.14 also requires local United Methodist churches to pay expenses that the Conference apportions among local United Methodist churches based on a formula whereby each local church pays an apportionment based on a specified percentage assigned to that local church. Those apportionments are used to pay Conference benevolences, which in South Carolina include United Methodist institutions such as Columbia College, Spartanburg Methodist College, Epworth Children's Home, and other expenses. The *Discipline* provides: "Conference benevolences represent the minimum needs for mission and ministry in the annual conference. Payment in full of these apportionments by local churches is the first benevolent responsibility of the Church." *Discipline* ¶ 247.14. Prior to the Defendants' unilateral and unauthorized actions, Simpsonville UMC regularly recognized and paid annual apportionments to the Conference in full or in part.

30. For over three decades, Simpsonville UMC incorporated itself into the governing structure of the Conference and benefitted from administrative services provided by the Conference, including receiving and accepting pastors who were appointed and trained by The United Methodist Church and operating under The United Methodist Church's umbrella for tax exemption purposes.

31. In addition, the Conference's voluminous records reveal a history that Simpsonville UMC, for decades, affiliated with The United Methodist Church and adhered to the *Discipline* by, for example, filing an annual Report of Trustees in accordance with ¶ 2549 and filing annual Membership Reports and Audits in accordance with ¶ 231.

32. As required by the *Discipline*, the Conference's relevant district superintendent held an annual "charge conference" with Simpsonville UMC. The minutes of the annual charge conferences for Simpsonville UMC on file with the Conference include almost all annual reports from the mid-1990s through 2023. All of the annual minutes instruct the local church to submit an annual Report of Trustees. Each Report of Trustees asks the local church whether the local church's deeds include the Trust Clause and, beginning in 2015, instruct the preparation and filing of Quitclaim Deeds to encumber the property with the Trust Clause to the extent the deeds do not already so provide. In all of the Reports of Trustees on file with the Conference, Simpsonville UMC unequivocally affirmed the Trust Clause and the existence and applicability of the Trust Clause to the Church Property.

33. Simpsonville UMC has therefore recognized and benefitted from membership in the Conference and The United Methodist Church in such a manner as to affirm the existence and validity of the Trust Clause and Simpsonville UMC's obligations to the United Methodist Church.

C. All real property held by Simpsonville UMC is encumbered with the Trust Clause.

34. Simpsonville UMC's current principal location is at 215 SE Main Street, Simpsonville, South Carolina, 29681, which address includes the real estate where the church building complex and parking areas are located. This real property consists of approximately 6.85 acres, comprising an entire city block bounded by Main Street on the west, East Trade Street on the north, Hedge Street on the east, and Crisp Street on the south. Exhibit C, GIS aerial photo of the city block of property. The real property also includes what is now a small parking lot at the southeast corner of Main Street and Crisp Street.

35. This property is now assigned five different tax map or TMS numbers by the Greenville County GIS Division:

Parcel ID	TMS #	Property (approx. acreage)
1	0321000.100100	0.98
2	0321000.100200	0.83
2.1	0321000.100201	0.97
3	0321000.100300	3.60
4	0321000.200100	0.47
Total		6.85

36. Simpsonville UMC's real property comprising the church building complex was obtained through a series of conveyances beginning in 1917 through 1999, as follows:

37. The very first parcel of land, TMS # 0321000.200100 (Parcel 4) containing approximately 0.47 acres, was conveyed to Simpsonville UMC's predecessor (then known as Simpsonville Methodist Episcopal Church) by a deed dated July 10, 1917, and recorded July 30, 1917. This property is located at the southeast corner of Main and Crisp Streets. The land was the site of the original church sanctuary and is now used as a parking lot. That deed included an express provision specifically reciting the Trust Clause, stating that the property was conveyed

in trust, nevertheless that said premises shall be used, kept, maintained and disposed of as a place of divine worship for the use of the Ministry and membership of the Methodist Episcopal Church, [indecipherable], subject to the discipline usage and ministerial appointments of said Church as from time to time authorized and declared by the General Conference of said church and by the Annual Conference within whose bounds the said premises are situated.

38. The second parcel of land conveyed to Simpsonville UMC's predecessor also included the Trust Clause. That parcel contains approximately 1.86 acres and comprises the northern portion (approximately 52%) of TMS# 0321000.100.300 (Parcel 3). This property was also conveyed for a church sanctuary and was originally conveyed to Simpsonville UMC (then known as Simpsonville Methodist Church) by a deed dated September 17, 1954, and recorded

October 12, 1954. That deed includes an express provision specifically reciting the Trust Clause, stating that the property was conveyed

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.

39. The land comprising the southern portion of TMS# 0321000.100.300 (Parcel 3), approximately 1.74 acres or 48%, was conveyed to Simpsonville UMC through a series of five separate deeds dating from May 10, 1956, through June 11, 1968.

40. The land comprising all of TMS # 0321000.100.201 (Parcel 2.1) was originally deeded to Simpsonville UMC by a deed dated March 9, 1979, and recorded March 13, 1979.

41. The land comprising all of TMS #s 0321000.100.200 and 0321000.100.100 (Parcels 1 and 2) was conveyed to Simpsonville UMC by a deed dated November 1, 1999, and recorded December 1, 1999.

42. Simpsonville UMC also owns a parsonage located at 403 Hillpine Drive, Simpsonville, South Carolina, 29681, TMS # 0318020.111.500, which was deeded to Simpsonville UMC by a deed dated February 1, 1990, and recorded the same day.

43. Every fall, the annual charge conference held by the relevant district superintendent instructed each local church to complete and submit to the charge conference a form titled the Annual Report of Trustees. In each year for which the Conference has records, dating back to at least the mid-1990s, this form asked each local church if the Trust Clause was contained in each of the local church's deeds.

44. In the fall of 2015, the form Annual Report of Trustees was amended to include an additional instruction. Each local church was instructed that if any deed did not contain an affirmative Trust Clause, to “complete the Quit Claim deed.”

45. The 2015 Annual Report of Trustees from Simpsonville UMC was signed on October 7, 2015, by the Chairman of Simpsonville UMC’s Board of Trustees at that time, Leonard E. Wilson, Jr.

46. On December 30, 2015, Simpsonville UMC as grantor, executed and recorded four separate Quitclaim Deeds to Simpsonville UMC as grantee “to update title to its real property to include a trust clause pursuant to The Book of Discipline of the United Methodist Church.” All of the Quitclaim Deeds were recorded February 2, 2016, and include an express provision specifically reciting the Trust Clause, stating that the property was held

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.

(Emphasis in original.)

47. Each of the Quitclaim Deeds was executed on December 30, 2015, by Leonard E. Wilson, Jr.

48. Upon information and belief, each of the Quitclaim Deeds signed on December 30, 2015, was executed in response to and in compliance with the instruction added to the form Annual Report of Trustees in the fall of 2015.

49. In accordance with the deeds or the *Discipline*, or both, all of the real estate that forms a part of the Church Property (including the Parsonage) was conveyed to Simpsonville UMC

for the use of Simpsonville UMC, subject to the Trust Clause of the *Discipline*, for the benefit of The United Methodist Church.

50. Because the assets of Simpsonville UMC are subject to the Trust Clause according to deeds of record and long established requirements of the *Discipline*, the Conference has a trust interest in the Simpsonville UMC Church Property and a reversionary interest in such property should Simpsonville UMC no longer be used for the benefit of current or future generations of United Methodists.

D. Defendants' acts of separation from the Conference and assertion of control over Simpsonville UMC were improper.

51. On June 3, 2024, after serving Simpsonville UMC as the Conference's duly appointed pastor since on or around July 1, 2018, Smith surrendered his credentials as a United Methodist pastor to the Conference.

52. On June 4, 2024, without the approval and consent of the Conference, and in violation of ¶ 2529 of the *Discipline*, a dissident faction of trustees and members of Simpsonville UMC, led by Smith and the Individual Defendants, and purporting to act on behalf of Simpsonville UMC, announced that Simpsonville UMC had disaffiliated from the Conference and The United Methodist Church.

53. On June 4, 2024, without the approval and consent of the Conference, and in violation of ¶ 2529 of the *Discipline*, Smith, the Individual Defendants, and other members⁶ of MCS amended Simpsonville UMC's corporate filings with the South Carolina Secretary of State and changed the name of the corporation to "The Methodist Church of Simpsonville." A certified copy of the Nonprofit Corporation Articles of Amendment is attached as Exhibit D.

⁶ The word "members" in this paragraph is as defined in S.C. Code Ann. § 33-31-140(23)(a).

54. On June 4, 2024, without the approval and consent of the Conference, and in violation of ¶ 2529 of the *Discipline*, Smith, the Individual Defendants, and others amended Simpsonville UMC's corporate filings with the South Carolina Secretary of State by filing Amended and Restated Articles of Incorporation. A certified copy of the Amended and Restated Articles of Incorporation is attached as Exhibit A. The last page of this exhibit includes a list of the "Directors" of the unincorporated association known as MCS.

55. On June 6, 2024, without the approval and consent of the Conference, and in violation of ¶ 2529 of the *Discipline*, the Individual Defendants filed a Resolution with the Greenville County Register of Deeds' Office, falsely claiming that the 2015/2016 Quitclaim Deeds were made and recorded without the authorization or knowledge of the Simpsonville UMC Church Council. A filed copy of the Resolution is attached as Exhibit E.

56. Since June 6, 2024, the Defendants have conspired to and have wrested exclusive control of the Church Property, have excluded or alienated the Plaintiffs from the Church Property, and have prevented the Plaintiffs from continuing to use the Church Property for the mission and ministry of The United Methodist Church.

57. These actions of MCS, Smith, the Individual Defendants, and all others acting in concert with them, are *ultra vires*, contrary to the *Discipline*, and were taken without the required consent of the Conference. Furthermore, pursuant to S.C. Code Ann. § 33-31-1008, these actions have no force and effect whatsoever on Simpsonville UMC or the Conference's beneficial interest in the Church Property.

58. On July 30, 2024, the Conference filed a resolution with the Greenville County Register of Deeds' Office stating that the Resolution of June 6, 2024 was unauthorized. A filed copy of the Resolution is attached as Exhibit F.

59. While still a United Methodist pastor and afterward, Smith violated his vows as a United Methodist pastor and led the church leadership in the actions of disaffiliation in violation of the *Discipline* and his fiduciary duties to the Conference.

60. While in leadership positions at Simpsonville UMC, the Individual Defendants breached their fiduciary duties to Simpsonville UMC and the Conference and acted in concert with Smith to lead the church leadership and others in the actions of disaffiliation in violation of internal church governance, the *Discipline*, and in violation of the fiduciary duties owed pursuant to S.C. Code Ann. §§ 33-31-830, 33-31-831, and 33-31-842.

61. Smith continues to occupy and refuses to leave the Parsonage, although he has surrendered his credentials as a UMC pastor, and the Parsonage is owned by Simpsonville UMC.

62. Defendants continue to occupy and refuse to leave all other Simpsonville UMC Church Property to the exclusion of the Plaintiffs.

63. The above recited actions of the Defendants make clear that the Simpsonville UMC Church Property is no longer, used, kept, or maintained as a place of divine worship of The United Methodist Church or for the ministry and mission of The United Methodist Church.

64. On January 15, 2025, the Conference appointed Warren to serve as pastor of Simpsonville UMC and to replace Smith.

65. A significant group of members of Simpsonville UMC or individuals otherwise loyal to Simpsonville UMC and the Conference, likely exceeding 70 persons in number, remain loyal to Simpsonville UMC, the Conference, and The United Methodist Church and do not wish for Simpsonville UMC to separate from the Conference and The United Methodist Church. The signatures of many of these loyal individuals are attached as Exhibit G. Under the leadership of Warren as pastor, the Individual Plaintiffs and these loyal individuals continue to gather for

worship services in other premises and wish to return to worship and fellowship at the Simpsonville UMC Church Property at the earliest possible opportunity.

IV. CAUSES OF ACTION

A. Declaratory Judgment

66. Plaintiffs restate and incorporate the preceding paragraphs 1-65 as though fully set forth herein.

67. This cause of action is brought pursuant to the South Carolina Declaratory Judgment Act, S.C. Code Ann. § 15-53-10, *et. seq.*

68. The South Carolina Uniform Declaratory Judgment Act provides that

[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 of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

S.C. Code Ann. § 15-53-30.

69. An actual controversy exists between the parties concerning beneficial ownership of and the right to control the Church Property, which is now in the exclusive possession and control of the Defendants. All persons who have or may claim any interest that would be affected by the declaration have been made parties to this action.

70. By their conduct exerting unauthorized control of the Simpsonville UMC corporate identity, creating MCS to usurp the corporate identity and control of Simpsonville UMC, and their continued occupation and control of all Church Property real and personal, tangible and intangible, including financial assets, in clear violation and defiance of the *Discipline*, all Defendants have made clear that, absent a court order, they will not surrender possession of the Church Property to

the Conference, satisfy their financial obligations to the Conference, or otherwise comply with the requirements of the Trust Clause and the *Discipline*.

71. Plaintiffs are thus entitled to declaratory judgment as set forth in the Prayer for Relief.

B. Quiet Title, Constructive Trust, Resulting Trust

72. Plaintiffs restate and incorporate the preceding paragraphs 1-71 as though fully set forth herein.

73. Defendants are not the lawful successors-in-interest to Simpsonville UMC and have no right, title, or interest in the Church Property. Defendants' actions have resulted in an abandonment of the Church Property under the *Discipline*.

74. Because of Defendants' actions alleged herein, all legal right, title, and interest in and to the Church Property has vested in the Conference in trust for the ministry and mission of The United Methodist Church.

75. The Conference is entitled to immediate possession of the Church Property. By operation of the *Discipline*, the Conference has a legal right to have its trustees assume possession and control of the Church Property so as to ensure that the Church Property is dedicated to the use of the ministry and mission of The United Methodist Church.

76. The Conference's interest in the Church Property is superior to all persons who have now, or may assert an interest therein, and it claims full and complete right and title in the Church Property that is the subject of this proceeding, and the purpose of this action is to quiet title to the Church Property against the world.

77. The Conference has named as Defendants all persons whom it knows may have a claim to or interest in the Church Property. All Defendants are named to answer for any potential ownership of, or interest in, any of the Church Property set forth above and to answer as to any

interest, right, title, or claim, if any, they may assert, or forever be barred from claiming an interest therein.

78. The Conference is entitled to an order, as the circumstances may require, quieting title to the Church Property, confirming the validity of the Trust Clause over all of the Church Property, or granting a constructive or resulting trust on the Church Property, and granting immediate possession of the Church Property identified herein to the Plaintiffs.

C. Accounting

79. Plaintiffs restate and incorporate the preceding paragraphs 1-78 as though fully set forth herein.

80. As a pastor within The United Methodist Church, Smith voluntarily and intentionally accepted a confidential and fiduciary relationship with the Conference and owed fiduciary duties to the Conference to exclusively serve and promote its mission and to conserve and safeguard the Simpsonville UMC Church Property.

81. As part of the duly appointed lay leadership of Simpsonville UMC, the Individual Defendants accepted a confidential and fiduciary relationship with the Conference and owed fiduciary duties to the Conference to exclusively serve and promote its mission and to conserve and safeguard the Simpsonville UMC Church Property.

82. Simpsonville UMC and the Conference entrusted money and other property, both real and personal, to Smith and the Individual Defendants, for which they have a duty to account.

83. By and through their actions creating MCS and improperly converting the Church Property to benefit MCS, Smith and the Individual Defendants have had a conflict of interest and violated their duties of loyalty to Simpsonville UMC and the Conference.

84. Smith and the Individual Defendants have failed and refused to account for the money and property, both real and personal, entrusted to them in their respective positions with Simpsonville UMC.

85. Plaintiffs lack an adequate remedy at law and request an accounting by the Court of all funds and property entrusted to Smith and the Individual Defendants.

D. Quantum Meruit or Unjust Enrichment

86. Plaintiffs restate and incorporate the preceding paragraphs 1-85 as though fully set forth herein.

87. Defendants have possessed, used, and occupied the Church Property since on or about June 3, 2024, when Smith resigned as pastor of Simpsonville UMC and surrendered his credentials as a minister of The United Methodist Church, and MCS and the Individual Defendants usurped control of the Simpsonville UMC corporate identity and Church Property.

88. Defendant MCS is not and has never been associated with Simpsonville UMC, the Conference, or The United Methodist Church.

89. The Individual Defendants are no longer associated with Simpsonville UMC and their use of the Church Property is not in furtherance of the ministry and purpose of the Conference and The United Methodist Church.

90. Defendants have not paid any rent or other consideration to Simpsonville UMC or the Conference for use of the Church Property.

91. A significant financial and personal benefit has been conferred upon Defendants as a result of their possession, use, and occupancy of the Church Property without paying any form of rents, dues, assessments, or other consideration to Simpsonville UMC or the Conference.

92. Retention by Defendants of the significant benefit conferred upon them in possessing, using, occupying, and enjoying the Church Property without paying any form of rents, dues, assessments, or other remuneration to the Simpsonville UMC or the Conference is unjust.

93. Defendants owe to Simpsonville UMC or the Conference such sums as this Court deems just and proper for the valuable benefit conferred upon them during any and all periods of time that Defendants have possessed, used, occupied, and enjoyed the Church Property without authorization from Simpsonville UMC or the Conference.

E. Breach of Fiduciary Duty

94. Plaintiffs restate and incorporate the preceding paragraphs 1-93 as though fully set forth herein.

95. During the time that they were serving as officers, directors, and/or trustees of Simpsonville UMC, Smith and the Individual Defendants owed Simpsonville UMC, the Conference, and The United Methodist Church a fiduciary duty to follow the *Discipline*, satisfy financial obligations to the Conference, and to hold the Church Property in trust for the benefit of the Conference and for the ministry and ministry of The United Methodist Church as a whole.

96. Defendants have breached their fiduciary duties by, among other things, undertaking to deprive the Conference and The United Methodist Church of the Church Property, otherwise diverting Church Property from the use and purpose to which they had been dedicated by way of the Trust Clause, and turning their back on their financial obligations to the Conference and The United Methodist Church.

97. The Conference and the local United Methodist churches with which it is connected have been injured by the Defendants' breach of their fiduciary duties.

98. The Defendants are personally liable to the Plaintiffs for their breaches of fiduciary duty pursuant to S.C. Code Ann. § 33-31-833.

F. Trespass as to All Defendants

99. Plaintiffs restate and incorporate the preceding paragraphs 1-98 as though fully set forth herein.

100. The Defendants currently use, possess, and occupy the Church Property and do so without authorization from the Plaintiffs.

101. MCS is not the successor in interest to the Simpsonville UMC and is not affiliated with The United Methodist Church.

102. The Defendants have unlawfully taken and retained possession and control of the Church Property to the exclusion of the Plaintiffs.

103. Defendants voluntarily and intentionally retain the use and possession of the Church Property without permission from Simpsonville UMC and the Conference.

104. Each day that Defendants remain upon and in control of the Church Property without permission and to the exclusion and alienation of Plaintiffs is a continuing and individual act of trespass under the laws of the State of South Carolina.

105. Plaintiffs are entitled to an order of the Court requiring that Defendants immediately vacate the Church Property and enjoining Defendants from any further possession and control of any property of Simpsonville UMC, both real and personal.

106. Plaintiffs are entitled to an order granting restitution against all Defendants in favor of the Plaintiffs for such sums as an accounting may determine and to prevent unjust enrichment and to compensate for Plaintiffs' loss of use of the Church Property due to Defendants' continuing trespass. Pursuant to S.C. Code Ann. § 15-35-170, in the event of any judgment against an unincorporated association, "any property of the association and the individual property of any

copartner or member⁷ thereof found in the State shall be liable to judgment and execution for satisfaction of any such judgment.”

107. The Defendants have been unjustly enriched by their unlawful use and possession of the Church Property in an amount equal to the fair market value of the Church Property during the period of Defendants’ unlawful use and possession. The Plaintiffs seek adequate restitution for the value of the Church Property and request the Court to enter an order granting such relief.

G. Temporary Injunction

108. Plaintiffs restate and incorporate the preceding paragraphs 1-107 as though fully set forth herein.

109. Plaintiffs will be irreparably harmed if an injunction is not issued to enjoin the actions of Defendants.

110. Plaintiffs are likely to succeed on the merits of their claims in this action.

111. The equities in this action favor the granting of injunctive relief in Plaintiffs’ favor, and the injunction is in the public interest.

112. Plaintiffs have no adequate remedy at law, and successive actions at law would be necessary to protect Plaintiffs’ rights if an injunction is not granted.

113. Plaintiffs reserve their rights to seek temporary injunctive relief upon filing of an appropriate motion with the Court.

V. PRAYER FOR RELIEF

114. Based on the facts, claims, and causes of actions alleged above, Plaintiffs are entitled to a judgment of the Court declaring, stating, and ordering the following:

⁷ The word “members” in this paragraph is as defined in S.C. Code Ann. § 33-31-140(23)(a).

a. Defendants have breached their fiduciary, contractual, and other duties to Simpsonville UMC and the Conference and improperly seized effective control over all of the real and personal property, tangible and intangible, including all financial assets, of Simpsonville UMC, to the exclusion of the Plaintiffs.

b. The Defendants had no right, title, or interest to seize the Church Property.

c. Under the direction and control of the Defendants, the Simpsonville UMC Church Property is no longer used, kept, or maintained as a place of divine worship of The United Methodist Church and is no longer used to advance the mission and ministry of The United Methodist Church.

d. The June 4, 2024 filings with the South Carolina Secretary of State, changing the name of Simpsonville UMC to MCS and amending and restating Simpsonville UMC's articles of incorporation, were without authority, contrary to the *Discipline*, taken without the required consent of the Conference, are void *ab initio*, and pursuant to S.C. Code Ann. § 33-31-1008, have no force and effect, and therefore must be cancelled, rescinded, and withdrawn.

e. The June 6, 2024 Resolution filed with the Greenville County Register of Deeds claiming that the 2015/2016 Quitclaim Deeds filed by Simpsonville UMC were fraudulent is without authorization and contrary to the *Discipline* and is itself fraudulent and must be cancelled, rescinded, and withdrawn.

f. The Individual Plaintiffs and the individuals they represent remain loyal to the Conference and The United Methodist Church.

g. All real and personal property of Simpsonville UMC is subject to the Trust Clause of the *Discipline*.

h. The Trust Clause may be enforced by the Conference according to the *Discipline* and in compliance with South Carolina law, or is otherwise subject to a constructive or resulting trust for the benefit of the Conference.

i. The Conference has the sole authority, right, and discretion to reconstitute and appoint all pastoral and lay leadership of Simpsonville UMC for the benefit of the Individual Plaintiffs and the members of Simpsonville UMC.

j. Smith must immediately vacate the Parsonage and all other property of Simpsonville UMC and surrender and relinquish any control and authority over any personal property of Simpsonville UMC, including any financial assets.

k. All Church Property, real and personal, tangible and intangible, of any kind and nature, including financial assets and vehicles, must be returned to the Conference and if necessary retitled in the name of Simpsonville UMC.

l. All bank accounts, as well as any other accounts and investments that are the property of Simpsonville UMC be immediately returned to Plaintiffs and the balance in said accounts be restored to the balance as it existed on June 3, 2024.

m. If any assets of Simpsonville UMC have been sold or otherwise disposed of, Defendants shall provide the proceeds of any such sale or disposition to the Conference.

n. Plaintiffs shall be awarded their attorneys' fees and costs for prosecuting this action, after a hearing by the Court.

WHEREFORE Plaintiffs pray for judgment against Defendants, as requested above, and for such other and further relief as the Court may deem just and appropriate.

Respectfully submitted,

HAYNSWORTH SINKLER BOYD, P.A.

James Y. Becker (SC Bar No. 64991)
Costa M. Pleicones (SC Bar No. 4479)
Elizabeth H. Black (SC Bar No. 76067)
Ronald T. Scott (SC Bar No. 103751)
Sarah J. Reisinger (SC Bar No. 107007)
1201 Main Street, 22nd Floor
Post Office Box 11889 (29211-1889)
Columbia, South Carolina 29201
(803) 779.3080 - telephone
(803) 765.1243 - fax
jbecker@hsblawfirm.com
cpleicones@hsblawfirm.com
ebblack@hsblawfirm.com
rscott@hsblawfirm.com
sreisinger@hsblawfirm.com

Kathleen C. McKinney (SC Bar No. 3860)
1 North Main Street, 2nd Floor
P.O. Box 2048(29602-2048)
Greenville, SC (29601-2772)
(864) 240.3200 – telephone
(864) 240.330 - fax
kmckinney@hsblawfirm.com

CASSIDY COATES PRICE, P.A.

William A. Coates (SC Bar No. 1289)
Vincent Clark Price (SC Bar No. 4567)
P.O. Box 10529
Greenville, SC 29603
(864) 349-2600
wac@cassidycoates.com
cprice@cassidycoates.com

Attorneys for Plaintiffs

February ____, 2025

EXHIBIT A to Amended Complaint

Nonprofit Corporation Restated Articles of Incorporation,
filed June 6, 2024

Sep 06 2024
REFERENCE ID: 1705083

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

RESTATED ARTICLES OF INCORPORATION
NONPROFIT CORPORATION


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.

Sep 06 2024

REFERENCE ID: 1705083


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.

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

The Methodist Church of Simpsonville

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

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Sep 06 2024

REFERENCE ID: 1705083


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)

ELECTRONICALLY FILED - 2025 Feb 24 1:53 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2306475

Sep 06 2024

REFERENCE ID: 1705083 **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

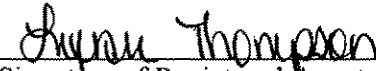
ARTICLE I

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.

CERTIFIED TO BE A TRUE AND CORRECT COPY

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ORIGINAL ON FILE IN THIS OFFICE

Amended and Restated Articles of Incorporation

The Methodist Church of Simpsonville

June 3, 2024

Page 2 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

Sep 06 2024

Page 3 of 4 (including signature pages)

REFERENCE ID: 1705083

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Council Chair

Jim Bouchillon
Jim Bouchillon*, Trustees

Gerald Johnson
Gerald Johnson*, Finance

Jane Cianciolo
Jane Cianciolo*, Sunday School and Path Forward Committee

Connie Martin
Connie Martin, Council Secretary

Nancy Hamm
Nancy Hamm, Worship

Walter Knight
Walter Knight, Safety

Bill MacIntosh
Bill MacIntosh*, Audit Committee

Mason Garrett
Mason Garrett, Young Adult Representative

Chris Doyle

Chris Doyle*, Council Vice Chair and Outreach Chair

John Medlin
John Medlin

William T. (Tip) Jones
Tip Jones*, Staff Parish

Mark Cochran
Mark Cochran*, Past Council Chair

Garner Martin
Garner Martin

Mary Brittain
Mary Brittain*, Weekday School Board

NOT IN ATTENDANCE
Samantha Lyon, Epworth

Delores Jones
Delores Jones, Bereavement Ministry

NOT IN ATTENDANCE
Mitch Garrett, Young Adult Representative

Amended and Restated Articles of Incorporation

The Methodist Church of Simpsonville

June 3, 2024
REFERENCE: 12924705083

Page 4 of 4 (including signature pages)

Mark Hammond
SECRETARY OF STATE OF SOUTH CAROLINA

Mase Garrett*, Lay Leader

Bob Scott*, Lay Leader

Rick Pearson

Craig Brittain

Susan Burton

Grace Carrowan

Laura Cochran

Jerry Gilliam

Rhonda Tallant

Kathy Kent

Suzanne Knox

Susan Robinson

Brenda Scott

Lee Hamm, Past Council Chair

Ritch O'Kelly, Permanent Endowment

*Executive Committee members

Business Name: The Methodist Church of Simpsonville

Sep 06 2024

REFERENCE ID: 1705083


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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

Signature



Date

3 June 2024

Council Member

Title / Position

Rhonda Tallant

Name

Signature



Date

6/3/2024

Council Member

Title / Position

Kathy Kent

Name

Signature



Date

6/3/2024

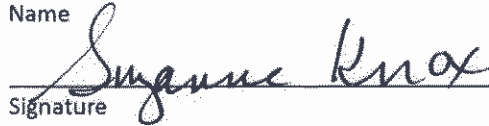
Council Member

Title / Position

Suzanne Knox

Name

Signature



Date

Council Member

Title / Position

Susan Robinson

Name

Signature



Date

6/3/24

Council Member

Title / Position

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Sep 06 2024

REFERENCE ID: 1705083


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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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Delores Jones

Name


Signature

6-3-24

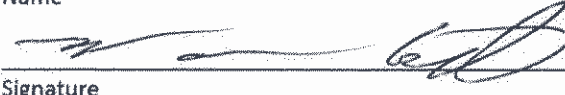
Date

Bereavement Ministry Committee
Representative

Title / Position

Mason Garrett

Name


Signature

06-03-24

Date

Young Adult Committee Representative

Title / Position

Mitch Garrett

Name


Signature

Date

Young Adult Committee Representative

Title / Position

Mase Garrett

Name


Signature

6/3/2024

Date

Lay Leader

Title / Position

Bob Scott

Name


Signature

6-3-24

Lay Leader

Title / Position

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Business Name: The Methodist Church of Simpsonville

Sep 06 2024

REFERENCE ID: 1705083


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Tip Jones

Name


Signature

6-3-2024

Date

Staff Parish Representative

Title / Position

Jane Cianciolo

Name


Signature

6-3-24

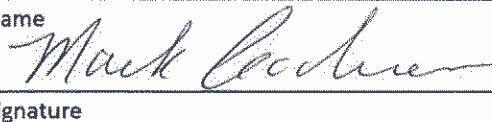
Date

Sunday School and Path Forward
Committee Representative

Title / Position

Mark Cochran

Name


Signature

6/3/24

Date

Past Council Chair

Title / Position

Connie Martin

Name


Signature

June 3, 2024

Date

Council Secretary

Title / Position

Garner Martin

Name


Signature

06/03/2024

Date

Council Member

Title / Position

Business Name: The Methodist Church of Simpsonville

Sep 06 2024

REFERENCE ID: 1705083


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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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Business Name: The Methodist Church of Simpsonville

Sep 06 2024

REFERENCE ID: 1705083


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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.

Brenda Scott
Name

Signature

Date
Council Member 6-3-24
Title / Position

Lee Hamm
Name

Signature

4/3/24
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

Signature

Permanent Endowment Representative
Title / Position

Name

Date

Signature

Title / Position

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Business Name: The Methodist Church of Simpsonville

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

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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.

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

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

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

EXHIBIT B to Amended Complaint

Relevant *Discipline* Excerpts

THE BOOK OF DISCIPLINE
OF
THE UNITED
METHODIST CHURCH

2020/2024

The United Methodist Publishing House
Nashville, Tennessee

6. Every effort should be made to educate the congregation on the changes in the surrounding community. The local church has always been called to “minister to persons in the community where the church is located” (¶ 202), so in times of transition the membership should understand that the Church’s mission is to serve their surrounding community.

¶ 213. *A Process for Assessment of Local Church Potential*—Since every congregation is located in a community in some type of transition, every local church is encouraged to study their congregation’s potential. Upon the request of the congregation the district superintendent shall appoint a study task force to assist in an extensive study of the past, present, and potential ministry of that local church. Alternatively, the district superintendent may appoint such a task force when the future viability of the congregation is in question or whenever he or she deems it necessary for other reasons. The task force shall be composed of an equal number of lay and clergypersons and shall include persons from that congregation.

1. This study shall include, but not be limited to: *a)* unique missional opportunities and needs of the community; *b)* present ministries of the congregation; *c)* number of leaders and style of leadership; *d)* growth potential of the surrounding community; *e)* fiscal and facilities needs; *f)* distance from other United Methodist churches; *g)* number and size of churches of other denominations in the community; *h)* other items that may impact the church’s ability to fulfill the mission of the Church as stated in Chapter One, Section I.

2. The findings shall be published and presented to the congregation with recommendations as to how best to fulfill the local church’s call to ministry and to optimize the stewardship of the ministry resources available. The recommendations shall explore options for serving the community with nurture, outreach, and witness ministries as an organized church (¶¶ 201-204) or cooperative parish ministries (¶ 206) or ecumenical shared ministries (¶ 207); or give special attention to redevelopment, relocation, or discontinuance. Those invited to the presentation shall include: the members of the congregation, the pastor(s), the district superintendent, and members of the district board of church location and building (¶ 2519).

3. *a)* The members of the local church shall consider the recommendations and develop goals and a ministry action plan

in response to the recommendations. The district superintendent shall report the results of the study and the congregation’s response to the cabinet, with recommendations for the allocation of conference staff, resourcing, financial support, or other resources needed to undergird the congregation’s efforts to reach its recommended potential. Such annual conference support shall be committed no longer than three years. *b)* For any church that has been through this process, the district superintendent may convene a special session of the conference to take action concerning the ministry recommendations. In addition to the local church charge conference membership, the members of the District Board of Church Location and Building will be present with voice only.

Section V. Church Membership

¶ 214. *Eligibility*—The United Methodist Church is a part of the holy catholic (universal) church, as we confess in the Apostles’ Creed. In the church, Jesus Christ is proclaimed and professed as Lord and Savior. All people may attend its worship services, participate in its programs, receive the sacraments and become members in any local church in the connection (¶ 4). In the case of persons whose disabilities prevent them from reciting the vows, their legal guardian[s], themselves members in full covenant relationship with God and the Church, the community of faith, may recite the appropriate vows on their behalf.

¶ 215. *Definition of Membership*—The membership of a local United Methodist church shall include all people who have been baptized and all people who have professed their faith.

1. The baptized membership of a local United Methodist church shall include all baptized people who have received Christian baptism in the local congregation or elsewhere, or whose membership has been transferred to the local United Methodist church subsequent to baptism in some other congregation.

2. The professing membership of a local United Methodist church shall include all baptized people who have come into membership by profession of faith through appropriate services of the baptismal covenant in the ritual or by transfer from other churches.

3. For statistical purposes, church membership is equated to the number of people listed on the roll of professing members.

church, with a note to the effect that the report is that of a union or federated church, and with an indication of the total actual membership.

¶ 231. *Annual Membership Report and Audit*—The pastor shall report to the charge conference annually the names of persons received into the membership of the church or churches of the pastoral charge and the names of persons removed since the last charge conference, indicating how each was received or removed. The church council shall appoint a committee to audit the membership record, submitting the report annually to the charge conference.

¶ 232. *Annual Report of Members Attending Colleges and Universities*—The pastor shall report annually the names and contact information for professing and baptized members attending colleges and universities to the district superintendent, the chairperson of the Conference Board of Higher Education and Campus Ministry by one month before the start of the school term and to the charge conference. The Conference Board of Higher Education and Campus Ministry has the responsibility to share the information with the appropriate UM-related campus ministries.

¶ 233. *Permanent Records*—The basic membership records in each local church shall consist of: a permanent church register and a card index, a loose-leaf book, or a membership record on an electronic information system (see ¶ 245). All baptism, membership, marriage, and funeral records are the property of the local church and cannot be sold. If the church is discontinued, these records are placed in the care of the Conference Commission on Archives and History.

1. The permanent church register shall be kept on either paper-based or electronic media. If it is on a paper medium, it shall be a volume of durable material prepared by The United Methodist Publishing House. The format and content of the record forms contained in it and the manner of its binding shall be as approved by a committee designated by the General Council on Finance and Administration (see ¶ 807.14). If on a paper medium, the names shall be recorded chronologically as each person is received into the fellowship of that church and without reference to alphabetical order. The names shall be numbered in regular numerical order, and the number of each shall appear on the corresponding card, page, or record in the card index, loose-leaf book, or electronic information system membership record. If

it is on an electronic medium, it will not be necessary to maintain a chronological number. The number that is assigned automatically by the computer system is sufficient for this purpose. However, the electronic medium shall meet the following criteria:

a) It shall contain all of the information required by the General Council on Finance and Administration.

b) Conversion of the information from paper records to an electronic medium shall be followed by a complete audit to ensure the accuracy of the converted records.

c) Off-site storage and electronic backup shall be maintained.

2. The card index, loose-leaf book, or electronic system membership record shall be kept on a form approved by the General Council on Finance and Administration or, in the case of electronically maintained records, shall contain the same information as required in the approved form with the exception of the sequential number. This record of membership shall be filed in alphabetical order and shall show the number appearing opposite each name on the permanent register. The pastor shall report annually to the annual conference the total professing membership of the local church as shown on the membership records.

3. When an electronic information system is used for record keeping, printout copies of the membership records and backup electronic media shall be retained in a secure off-site place (see ¶ 245).

¶ 234. *Membership Secretary*—The charge conference shall name a membership secretary who, under the direction of the pastor, shall keep accurate records of the membership (see ¶ 230) and shall report at least annually to the church council.

CHANGES IN CHURCH MEMBERSHIP OR LOCAL CHURCH MEMBERSHIP

¶ 235. Members whose names are removed from professing member status for cause (see ¶ 2714), or who have been transferred, have died, or have withdrawn shall be so noted on the membership record. It shall be the duty of the pastor of the charge or of the membership secretary to keep an accurate record of such changes and reasons and to report them to the charge conference annually.

¶ 236. *Members Who Move*—If a member of a United Methodist church shall move to another community so far removed from

report on the care of church records and historical materials to the charge conference; and also provide, with the pastor and the committee on records and history, if any, for the preservation of all local church records and historical materials no longer in current use. Records and historical materials include all documents, minutes, journals, diaries, reports, letters, pamphlets, papers, manuscripts, maps, photographs, books, audiovisuals, sound recordings, magnetic or other tapes, or any other documentary material, regardless of form or characteristics, made or received pursuant to any provisions of the *Discipline* in connection with the transaction of church business by any local church of The United Methodist Church or any of its constituent predecessors. The church historian may be a member of the church council. This person may also hold another elected position on the council.

b) There may be a local church committee on records and history, chaired by the church historian, to assist in fulfilling these responsibilities.

6. Each charge is encouraged to be inclusive in the make up of the council so that all segments of the congregation are represented.

7. The charge conference may establish a limit to the consecutive terms of office for any or all of the elected or appointed officers of the local church, except where otherwise mandated. It is recommended that no officer serve more than three consecutive years in the same office.

8. The charge conference shall examine and recommend to the district committee on ordained ministry, faithfully adhering to the provisions of ¶ 310.1e, candidates for licensed or ordained ministry who have been professing members in good standing of The United Methodist Church for at least one year; whose gifts, evidence of God's grace, and call to the ministry clearly establish them as candidates; and who have met the educational requirements. It is out of the faith and witness of the congregation that men and women respond to God's call to licensed or ordained ministry. Every local church should intentionally nurture candidates for licensed or ordained ministry, providing for spiritual and financial support, as well as supporting the Ministerial Education Fund, for their education and formation as servant leaders for the ministry of the whole people of God.

9. The charge conference shall examine and recommend, faithfully adhering to the provisions of ¶ 313, renewal of candidacy of candidates for the ordained ministry.

10. The charge conference shall examine and recommend to the responsible Church agency any candidates for Church-related vocations.

11. The charge conference shall inquire annually into the gifts, labors, and usefulness of the lay servants and certified lay ministers related to the charge and recommend to the district and/or conference committee on Lay Servant Ministries those persons who have met the standards set forth for a local church lay servant and/or for certified lay servant and certified lay minister (¶¶ 266-269).

12. The charge conference shall receive reports annually on all local church organized Volunteers In Mission (UMVIM) teams, and the total number of local church participants in any UMVIM team, and shall forward the combined report to the annual conference and the general Church through the regular annual local church statistical report.

13. The charge conference shall in consultation with the district superintendent set the compensation of the pastor and other staff appointed by the bishop.⁵

14. As soon as practicable after the session of annual conference, each district superintendent or designated agent shall notify each local church in the district what amounts have been apportioned to it for World Service, conference benevolences and other general Church, jurisdictional, and annual conference funds. In the event that the conference uses an apportionment formula whereby the local church contributes a specified percentage of its current income and/or expenses, the specified percentage may be used in lieu of an actual dollar amount. In preparation for and at the charge conference, it shall be the responsibility of the district superintendent, the pastor, and the lay member(s) of the annual conference and/or the church lay leader(s) to interpret to each charge conference the importance of these apportioned funds, explaining the causes supported by each of them and their place in the total program of the Church. The World Service Fund is basic in the financial program of The United Methodist Church. World Service on apportionment represents the minimum needs

5. See Judicial Council Decisions 213, 252, 461, 1014.

for the mission and ministry of the Church. Conference benevolences represent the minimum needs for mission and ministry in the annual conference. Payment in full of these apportionments by local churches is the first benevolent responsibility of the Church (¶ 812).⁶

15. The charge conference shall receive and act on the annual report from the pastor concerning the membership. (See ¶ 231.)

16. The charge conference shall receive a report on the names and addresses of college students to send to the United Methodist campus ministers and chaplains.

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

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

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

20. The charge conference shall promote awareness of and concurrence with the Doctrinal Standards and General Rules of The United Methodist Church, and with policies relative to Socially Responsible Investments (¶ 717), the Social Principles (¶¶ 160-164), and *The Book of Resolutions of The United Methodist Church*.

21. If any charge conference initiates, joins, monitors, or terminates a boycott, the guidelines in *The Book of Resolutions*, 2020/2024, should be followed. The General Conference is the

6. See Judicial Council Decision 1054.

only body that can initiate, empower, or join a boycott in the name of The United Methodist Church.

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

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

¶ 248. *The Church Conference*—To encourage broader participation by members of the church, the charge conference may be convened as the church conference, extending the vote to all professing members of the local church present at such meetings. Proper accommodations and provisions will be made for church members with disabilities so that they may participate fully in Church Conference. The church conference shall be authorized by the district superintendent. A charge conference may be called as a church conference at the discretion of the district superintendent. A written request may also be made to the district superintendent by any of the following: the pastor, the church council, or 10 percent of the professing membership of the local church but final determination remains with the district superintendent. In any case a copy of the request shall be given to the pastor. Additional regulations governing the call and conduct of the charge conference as set forth in ¶¶ 246-247 shall apply also to the church conference. A joint church conference for two or more churches may be held at the same time and place as the district superintendent may determine. A church conference shall be conducted in the language of the majority with adequate provision being made for translation. (For church local conference see ¶ 2527.)

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

1. Chairperson of the church council.
2. The committee on nominations and leadership development.
3. The committee on pastor-parish relations and its chairperson.

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*.

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*.

¶ 2502. *Registration of the Name United Methodist*—The words *United Methodist* are not to be used as, or as a part of, a trade name or trademark or as a part of the name of any business firm or organization, except by corporations or other business units created for the administration of work undertaken directly by The United Methodist Church. The General Council on Finance and Administration is charged with supervision and registration of “United Methodist” and the denomination’s insignia (¶ 807.10 and ¶ 807.11).

¶ 2503. *Trust Clauses in Deeds*—1. Except in conveyances that require that the real property so conveyed shall revert to the grantor if and when its use as a place of divine worship has been terminated, all written instruments of conveyance by which premises are held or hereafter acquired for use as a place of divine worship or other activities for members of The United Methodist Church shall contain the following trust clause:¹

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.

2. All written instruments by which premises are held or hereafter acquired as a parsonage for the use and occupancy of the ministers of The United Methodist Church shall contain the following trust clause:

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.

3. In case the property so acquired is to be used for both a house of worship and a parsonage, the provisions of both trust clauses specified in §§ 1 and 2 above shall be inserted in the conveyance.

4. In case the property so acquired is not to be used exclusively for a place of worship, or a parsonage, or both, all written instruments by which such premises are held or hereafter acquired shall contain the following trust clause:

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.

5. When property is acquired from another United Methodist entity or organization, whether it is to be used as a place of divine worship, parsonage, or other use, all written instruments by which such premises are held or hereafter acquired shall contain the following trust clause:

In trust, that said premises shall be held, 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.

6. However, the absence of a trust clause stipulated in §§ 1, 2, 3, 4, or 5 above in deeds and conveyances executed previously or in the future shall in no way exclude a local church or church agency, or the board of trustees of either, from or relieve it of its connectional responsibilities to The United Methodist Church. Nor shall it absolve a local church or church agency or the board of trustees of either, of its responsibility and accountability to The United Methodist Church, including the responsibility to hold all of its property in trust for The United Methodist Church; provided that the intent of the founders and/or a later local church or church agency, or the board of trustees of either, is shown by any or all of the following:

a) the conveyance of the property to a local church or church agency (or the board of trustees of either) of The United Methodist Church or any predecessor to The United Methodist Church;

b) the use of the name, customs, and polity of The United Methodist Church or any predecessor to The United Methodist

1. See Judicial Council Decision 688.

Church in such a way as to be thus known to the community as a part of such denomination; or

c) the acceptance of the pastorate of ordained ministers appointed by a bishop or employed by the superintendent of the district or annual conference of The United Methodist Church or any predecessor to The United Methodist Church.

¶ 2504. *Effect of Union*—Nothing in the Plan of Union at any time after the union is to be construed so as to require any existing local church of any predecessor denomination to The United 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. Title to all property of a local church, or charge, or agency of the Church shall be held subject to the provisions of the *Discipline*, whether title to the same is taken in the name of the local church trustees, or charge trustees, or in the name of a corporation organized for the purpose, or otherwise.

¶ 2505. *Oil, Gas, and Mineral Leases*—Subject to and in accordance with the laws of the state, province, or country, the governing body of any church unit or agency owning land in trust for The United Methodist Church as provided in this *Discipline* may lease said land for the production of oil, gas, coal, and other minerals, upon such terms as it may deem best; provided, however, that such production shall not interfere with the purpose for which said land is held. The moneys received from such leases as rentals, royalties, or otherwise shall be used so far as practicable for the benefit of the church unit and for the promotion of the interests of The United Methodist Church. The lessee shall have no control over or responsibility for the payments made under such lease.

Section II. Compliance With Law

¶ 2506. *Conformity With Local Law—Church Corporations*—1. All provisions of the *Discipline* relating to property, both real and personal, and relating to the formation and operation of any corporation, and relating to mergers are conditioned upon their being in conformity with the local laws, and in the event of conflict therewith the local laws shall prevail; provided, however, that this requirement shall not be construed to give the consent of The United Methodist Church to deprivation of its property without due process of law or to the regulation of its affairs by state

statute where such regulation violates the constitutional guarantee of freedom of religion and separation of church and state or violates the right of the Church to maintain its connectional structure. *Local laws* shall be construed to mean the laws of the country, state, or other like political unit within the geographical bounds of which the church property is located.²

2. Any corporation which is or has been formed or is controlled by a church agency (¶ 701), acting alone or with another church agency, shall include in its articles of incorporation (or charter) and its bylaws (“corporate documents”) the following:

a) identification of the sponsoring church agency or agencies (“sponsor(s)”) to which it relates and the relationship of the corporation to its sponsor(s),

b) recognition that its corporate powers are subject to the *Discipline* to the same extent as its sponsor(s), and

c) recognition that the corporation’s powers cannot exceed those given by the *Discipline* to its sponsor(s).

3. The corporate documents shall contain language consistent with the Internal Revenue Code to protect its tax-exempt status. Also, the corporate documents shall name the corporation’s sponsor(s) as the recipient(s) of corporate property in the event the corporation is abandoned, discontinued, or ceases to exist as a legal entity. The corporate documents shall also include a reference to the provisions of ¶ 2501.

4. The corporate documents shall contain provisions prohibiting the corporation’s trustees, directors, or officers from changing the corporation’s connectional relationship to its sponsor(s) without the sponsor(s)’ consent, or otherwise acting in a manner contrary to the purpose of its sponsor(s) or the *Discipline*.

¶ 2507. *The Terms Trustee, Trustees, and Board of Trustees*—*Trustee, trustees, and board of trustees*, as used herein or elsewhere in the *Discipline*, may be construed to be synonymous with *director, directors, and board of directors* applied to corporations.

¶ 2508. *Conformity of Deeds and Conveyances with Local Law*—In order to secure the right of property, with the appurtenances thereof, of the churches and parsonages of The United Methodist Church, care shall be taken that all conveyances and deeds be drawn and executed in due conformity to the laws of the respective states, provinces, and countries in which the property is

² See Judicial Council Decision 315.

be representative of each congregation that composes the cooperative parish.

3. The board of trustees of a charge shall provide for the security of its funds, keep an accurate record of its proceedings, and report to the charge conference to which it is amenable.

4. When two or more local churches compose a single pastoral charge having a parsonage and one or more thereof is separated from such charge and established as a pastoral charge or united with another pastoral charge, each such local church shall be entitled to receive its just share of the then-reasonable value of the parsonage in which it has invested funds, with the exception that those churches departing from a circuit who had joined the circuit after the parsonage was acquired would have no claim on any value of the parsonage. The amount of such value and just share shall be determined by a committee of three persons, appointed by the district superintendent, who shall be members of The United Methodist Church but not of any of the interested local churches. Such committee shall hear all interested parties and shall take into account the investment of any church in any such property before arriving at a final determination. From any such determination there is reserved to each of the interested churches the right of appeal to the next succeeding annual conference, the decision of which shall be final and binding. Any sum received as or from such share shall not be applied to current expense or current budget.

¶ 2529. *Charge Conference Authority*—In a pastoral charge consisting of one local church, the charge conference, constituted as set forth in ¶¶ 246-247, shall be vested with power and authority as hereinafter set forth in connection with the property, both real and personal, of the said local church. In fulfilling that duty, the charge conference may delegate certain duties and responsibilities to the board of trustees as described below. However, the board of trustees shall always be subject to the direction of the charge conference. The charge conference may:

1. a) If it so elects, direct the board of trustees to incorporate the local church, expressly subject, however, to the *Discipline* of The United Methodist Church (see ¶ 2506) and in accordance with the pertinent local laws and in such manner as will fully protect and exempt from any and all legal liability the individual officials and members, jointly and severally, of the local church and the charge, annual, jurisdictional, and general conferences of The

United Methodist Church, and each of them, for and on account of the debts and other obligations of every kind and description of the local church.

b) Regardless of whether the charge conference elects to incorporate the local church, the local church:

(1) must be organized and operated in compliance with the *Discipline*;

(2) cannot act in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*; and

(3) cannot sever its connectional relationship to The United Methodist Church without the consent of the annual conference.

c) The organizing documents (articles of incorporation, charter, bylaws, or equivalents) of a local church shall reflect its connectional relationship to The United Methodist Church. The adoption or modification of a local church's organizing documents must be approved, in writing, by its pastor and district superintendent. Specifically, local church organizing documents shall, at a minimum:

(1) require the local church to be organized and operated in compliance with the *Discipline*;

(2) prohibit the local church from acting in a manner contrary to the purpose of The United Methodist Church, the annual conference, or the *Discipline*;

(3) prohibit the local church from severing its connectional relationship to The United Methodist Church without the annual conference's consent;

(4) require the pastor and the district superintendent to approve, in writing, the adoption of, and changes to, the local church's organizing documents; and

(5) include language consistent with the Internal Revenue Code to protect the local church's tax-exempt status.

d) The failure of a local church's organizing documents to meet the requirements of ¶ 2529.1c(1)-(4) does not relieve the local church of its connectional responsibilities to The United Methodist Church, nor does it absolve its pastor and membership of the responsibility to operate the local church as a United Methodist church, in accordance with the *Discipline*. The organizing documents are deemed modified to the extent necessary to comply with ¶ 2529.1c(1)-(4) if any of the circumstances described

local United Methodist church and must be approved by a resolution stating the terms and conditions and missional plans of the proposed merger, including the denominational connection of the merger church.

2. The plan of merger, as approved by the charge conference of the United Methodist church, in a charge conference including two or more local churches must be approved by the church local conference of each local church in accordance with the requirements of ¶ 2527.

3. The merger must be approved in writing by the superintendent of the district, a majority of the district superintendents, and the bishop of the area in which the merging churches are located.

4. The provisions of ¶ 2503 shall be included in the plan of merger where applicable.

5. The requirements of any and all laws of the state or states in which the merging churches are located affecting or relating to the merger of such churches must be complied with, and in any case where there is a conflict between such laws and the procedure outlined in the *Discipline*, said laws shall prevail and the procedure outlined in the *Discipline* shall be modified to the extent necessary to eliminate such conflict.

6. Where property is involved, the provisions of ¶ 2548 obtain.

¶ 2548. *Deeding Church Property to Federated Churches or Other Evangelical Denominations*—1. With the consent of the presiding bishop and of a majority of the district superintendents and of the district board of church location and building and at the request of the charge conference or of a meeting of the membership of the church, where required by local law, and in accordance with the said law, the annual conference may instruct and direct the board of trustees of a local church to deed church property to a federated church.

2. With the consent of the presiding bishop and of a majority of the district superintendents and of the district board of church location and building and at the request of the charge conference or of a meeting of the membership of the local church, where required by local law, and in accordance with said law, the annual conference may instruct and direct the board of trustees of a local church to deed church property to one of the other denominations represented in the Pan-Methodist Commission or to another evangelical denomination under an allocation, exchange of property, or comity agreement, provided that such agreement shall

have been committed to writing and signed and approved by the duly qualified and authorized representatives of both parties concerned.¹³

¶ 2549. *Disposition of Property of a Closed Local Church*—

1. Except as provided in ¶ 2549.3, the district superintendent may, pursuant to this paragraph, recommend the closure of a local church, upon a finding that:

a) The local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204); or

b) The local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church.

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

(1) Guide the congregation in an assessment of its potential as outlined in ¶ 213, in consultation with the appropriate agency assigned the responsibility of the conference parish and community development strategy;

(2) Obtain and consider an opinion of legal counsel as to the existence of any reversion, possibility of reverter, right of reacquisition, or similar restrictions to the benefit of any party;

(3) Develop, in consultation with the appropriate district board of church location and building, a plan for the future use of all the real and personal, tangible and intangible property of the local church; and

(4) Develop a plan for the transfer of the membership of the local church (¶ 229).

b) Upon a recommendation by the district superintendent, and with the consent of the presiding bishop, a majority of the district superintendents, and the appropriate district board of church location and building, the annual conference may declare a local church closed. In the alternative, the annual conference may declare a local church closed in response to a petition submitted jointly by the local church's church council, appointed or assigned pastor in charge, and at least one of its lay members of the annual conference. If the annual conference closes a local church, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual

¹³. See Judicial Council Decision 1449.

conference board of trustees, who shall hold said property in trust for the benefit of the annual conference.

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

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

3. In the alternative the Church Council, or the equivalent administrative or program body of a local church, may propose to the annual conference with which it is associated that the local church be closed. Such a proposal may be presented to the annual conference by petition as provided by the annual conference, or by motion at a session of the annual conference from a lay member of the annual conference from that church or another church that is part of the same charge. When this alternative procedure is followed, ¶2549.2.d) applies.

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

b) At any time between sessions of annual conference, if the presiding bishop, the majority of the district superintendents, and the appropriate district board of church location and building all consent, they may, in their sole discretion, declare that

exigent circumstances exist that require immediate protection of the local church's property, for the benefit of the denomination. In such case, title to all the real and personal, tangible and intangible property of the local church shall immediately vest in the annual conference board of trustees who may hold or dispose of such property in its sole discretion, subject to any standing rule of the annual conference. Exigent circumstances include, but are not limited to, situations where a local church no longer serves the purpose for which it was organized or incorporated (¶¶ 201-204) or where the local church property is no longer used, kept, or maintained by its membership as a place of divine worship of The United Methodist Church. When it next meets, the annual conference shall decide whether to formally close the local church.¹⁴

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

6. The annual conference board of trustees shall review all gifts held in trust, assets of any endowment funds, and assets of any foundation of the closed local church. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.¹⁵

7. Any gift, legacy, devise, annuity, or other benefit that accrues to a closed local church shall become the property of the annual conference board of trustees. The annual conference board of trustees shall dispose of the property in its discretion, unless otherwise directed by the annual conference or as required by law.¹⁶

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

If a local church in a non-urban center is closed, any proceeds of the sale of its property may be used for new churches, new faith communities, new missional initiatives, relocating churches, churches building multi-campus facilities for the purpose of

14. See Judicial Council Decision 1490.

15. See Judicial Council Decision 1461.

16. See Judicial Council Decision 1461.

EXHIBIT C to Amended Complaint

GIS Aerial Photo with TMS Numbers

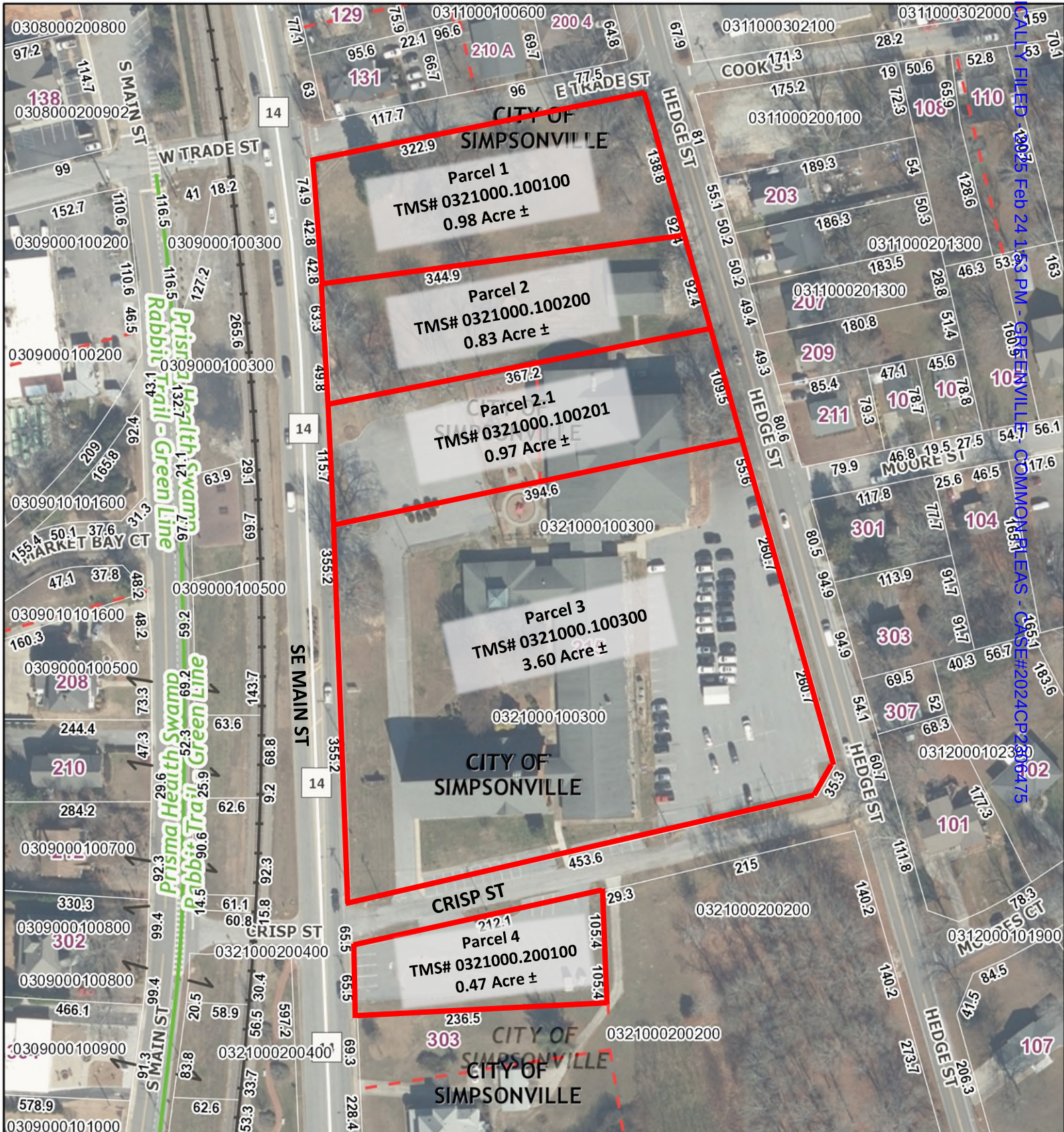


EXHIBIT D to Amended Complaint

Nonprofit Corporation Articles of Amendment for
Name Change, filed June 4, 2024

Sep 06 2024
REFERENCE ID: 1705083

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

NONPROFIT CORPORATION
ARTICLES OF AMENDMENT


SECRETARY OF STATE OF SOUTH CAROLINA

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.)

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

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)

ELECTRONICALLY FILED - 2025 Feb 24 1:53 PM - GREENVILLE - COMMON PLEAS - CASE#2024CP2306475

Business Name: Simpsonville United Methodist Church

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

nature Page for a Secretary of State Business Filing

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

Signature



Date

Council Member

Title / Position

Rhonda Tallant

Name

Signature



Date

Council Member

Title / Position

Kathy Kent

Name

Signature



Date

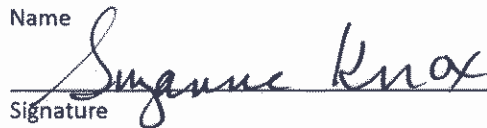
Council Member

Title / Position

Suzanne Knox

Name

Signature



Date

Council Member

Title / Position

Susan Robinson

Name

Signature



Date

Council Member

Title / Position

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

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Business Name: Simpsonville United Methodist Church

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

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(Officer, Incorporator, Director, Agent, Partner, etc)

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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

Scan and Upload this document to the Business Filing System during the filing process.
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Business Name: Simpsonville United Methodist Church

Sep 06 2024

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Delores Jones

Name



Signature

6-3-24

Date

Bereavement Ministry Committee
Representative

Title / Position

Mason Garrett

Name



Signature

06-03-24

Date

Young Adult Committee Representative

Title / Position

Mitch Garrett

Name



Signature

Date

Young Adult Committee Representative

Title / Position

Mase Garrett

Name



Signature

6/3/2024

Date

Lay Leader

Title / Position

Bob Scott

Name



Signature

6-3-24

Date

Lay Leader

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

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

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Tip Jones

Name


Signature

6-3-2024

Date

Staff Parish Representative

Title / Position

Jane Cianciolo

Name


Signature

6-3-24

Date

Sunday School and Path Forward
Committee Representative

Title / Position

Mark Cochran

Name


Signature

6/3/24

Date

Past Council Chair

Title / Position

Connie Martin

Name


Signature

June 3, 2024

Date

Council Secretary

Title / Position

Garner Martin

Name


Signature

06/03/2024

Date

Council Member

Title / Position

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Business Name: Simpsonville United Methodist Church

Sep 06 2024

REFERENCE ID: 1705083


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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.

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

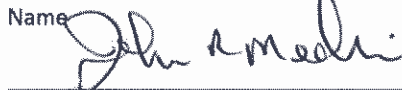
Date

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

Scan and Upload this document to the Business Filing System during the filing process.
File must be PDF format.

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ORIGINAL ON FILE IN THIS OFFICE

Business Name: Simpsonville United Methodist Church

Sep 06 2024

REFERENCE ID: 1705083


SECRETARY OF STATE OF SOUTH CAROLINA

Signature Page for a Secretary of State Business Filing

I have 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.

Brenda Scott
Name

Signature

Date
Council Member 6-3-24
Title / Position

Lee Hamm
Name

Signature

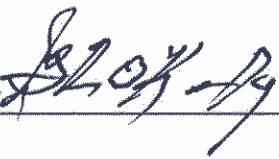
4/3/24
Date
Past Council Chair
Title / Position


Rick Pearson
Name

6-3-24
Date

Signature

Council Member
Title / Position


Ritch O'Kelly
Name

6-3-24
Date

Signature

Permanent Endowment Representative
Title / Position

Name

Date

Signature

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

Sep 06 2024

REFERENCE ID: 1705083


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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.

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

EXHIBIT E to Amended Complaint

Resolution, filed June 6, 2024

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.

Resolution of the Church Council
 Simpsonville United Methodist Church
 June 3, 2024
 Page 2 of 3

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:

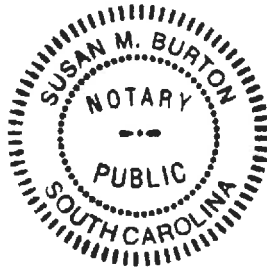
Chris Doyle
Chris Doyle

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 F to Amended Complaint

South Carolina Conference Resolution,
filed July 30, 2024



2024044478

RESOLUT Book: DE 2726 Page: 1407 - 1411

5 Pgs

July 30, 2024 11:14:45 AM

Rec: \$10.00

FILED IN GREENVILLE COUNTY, SC *Timothy J. Hanney*

Resolution of the South Carolina Annual Conference of The United Methodist Church

In Reference to the Following Book and Pages:

Book 2481 at Page 2668

Book 2481 at Page 2672

Book 2481 at Page 2676

Book 2481 at Page 2680

Book 2721 at Page 2289

Book 2721 at Page 1558

WHEREAS, Simpsonville United Methodist Church is a local church of the religious denomination known as The United Methodist Church, which at times prior to June 6, 2024, had referred to itself as “Simpsonville Methodist Church,” is subject to the rules and procedures set forth in *The Book of Discipline of The United Methodist Church* (“*The Discipline*”), the book of law of the religious denomination; and

WHEREAS, pursuant to *The Discipline*, all property owned by local churches of the United Methodist Church is held in trust for the United Methodist Church, and such trust clause is not optional for the local churches of the denomination; and

WHEREAS, Simpsonville United Methodist Church owns various parcels of real property located in Greenville County, South Carolina, subject to the United Methodist Church trust clause, as set forth in *The Discipline*; and

WHEREAS, on February 2, 2016, Simpsonville United Methodist Church recorded several quitclaim deeds with the Greenville County Register of Deeds Office, in which the church updated its title records to include reference to the United Methodist Church trust clause; said deeds were recorded in Book 2481 at Pages 2668, 2672, 2676, and 2680; and

WHEREAS, on June 6, 2024, a document styled as a *Resolution, Simpsonville United Methodist Church, Church Council*, was filed with the

Greenville County Register of Deeds Office in Book Page 2721 at Page 2289, in which the purported church council for Simpsonville United Methodist Church states, *inter alia*, that the aforementioned quitclaim deeds were not authorized and were “fraudulent or induced by fraud or constituted fraudulent conveyances;” and

WHEREAS, the South Carolina Conference of The United Methodist Church takes the position the aforementioned quitclaim deeds were appropriately authorized and in all events it denies that the quitclaim deeds were fraudulent or induced by fraud or constituted fraudulent conveyances; and

WHEREAS, Simpsonville United Methodist Church has recorded a copy of its Restated Articles of Incorporation in which it renamed the entity as “Simpsonville Methodist Church” (See Book 2721 at Page 1558); and

WHEREAS, the South Carolina Annual Conference of The United Methodist Church previously adopted a process that has allowed local churches to follow a defined process to separate from the South Carolina Conference of The United Methodist Church, and over 200 churches from all areas of the State of South Carolina have utilized this process to separate from the South Carolina Conference of The United Methodist Church; and

WHEREAS, this process did not create successor entities or rename the existing entities, but rather the process required the departing churches to create new legal entities, and documents were executed that released the United Methodist trust clause, which was by these entities recognized as valid; and

WHEREAS, the South Carolina Conference of The United Methodist Church recognizes and seeks to enforce the validity of the trust clause and maintains that upon the closure of any South Carolina United Methodist Church, all property of such closed church transfers by operation of law to the Trustees of the South Carolina Conference of The United Methodist Church;

NOW THEREFORE, be it resolved, that the South Carolina Conference of The United Methodist Church declares that Simpsonville United Methodist Church and/or Simpsonville Methodist Church lacks the authority to declare

that they are no longer part of the South Carolina Conference of The United Methodist Church.

BE IT FURTHER RESOLVED, that the Simpsonville Methodist Church lacks the authority to declare that it is the successor to the Simpsonville United Methodist Church and that it is no longer part of the South Carolina Conference of The United Methodist Church.

BE IT FURTHER RESOLVED, that Simpsonville United Methodist Church does not have the authority to refuse to allow the appointive United Methodist clergy to serve this church, and Simpsonville Methodist Church has no authority to continue to occupy, spend, or use any property or assets of owned by Simpsonville United Methodist Church, also called Simpsonville Methodist Church.

[SIGNATURE PAGE TO FOLLOW]

SIGNED, SEALED AND DELIVERED
in the presence of:

The South Carolina Conference of The United Methodist Church


Witness No. 1

By: Ivan M. Elrod
Its: Secretary of the Appointive Cabinet
South Carolina Conference
The United Methodist Church


Witness No. 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

ACKNOWLEDGMENT

I, a Notary Public for the State of South Carolina, do hereby certify that the above-named person personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN to before me this 26th day of June, 2024.

Lester W. Hadden (SEAL)
Notary Public for South Carolina
My Commission Expires: February 11, 2026

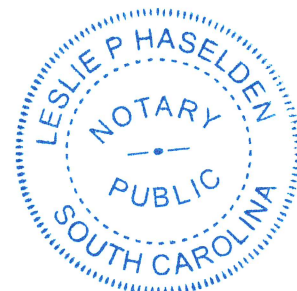


EXHIBIT G to Amended Complaint

Affidavit of John L. Warrant, Jr. and Signed
Acknowledgment of Support with Signatures

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

The South Carolina Conference of The United
Methodist Church,

Case No. 2024-CP-23-06475

Plaintiff

v.

**AFFIDAVIT
OF JOHN L. WARREN, JR.**

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

Defendants.

Personally appeared before me, John L. Warren, Jr. who being duly sworn, states the following:

1. I am an ordained minister in The United Methodist Church, a position I have held since 1983. I am competent to make this affidavit and to testify as to the matters contained in this affidavit.

2. The South Carolina Conference of The United Methodist Church appointed me as the pastor of Simpsonville United Methodist Church ("Simpsonville UMC") on January 15, 2025.

3. In connection with my appointment as pastor of Simpsonville UMC, I became aware of a significant group of current and former members of Simpsonville UMC who remain loyal to The United Methodist Church and the South Carolina Conference, and do not wish for Simpsonville UMC to be separated from the Conference and The United Methodist Church.

4. Because of the present circumstances described in the Complaint and proposed Amended Complaint in this action, the loyal members and I are effectively alienated and excluded from the Simpsonville UMC property. For this reason, we currently gather for our weekly worship

services under my leadership at Advent United Methodist Church, 2258 Woodruff Road, Simpsonville, South Carolina.

5. These loyal members wish to reestablish and continue their desired and historical worship practices at the Simpsonville UMC property, where many of them have worshipped, fellowshiped, and served for decades.

6. Many of these loyal members have come together to sign Acknowledgements of Support for Simpsonville UMC, the Conference, and The United Methodist Church which are attached hereto collectively as Exhibit A. These Acknowledgements of Support currently include approximately 70 signatures.

7. George Riser, a Pastor Emeritus of Simpsonville UMC, and I have personally supervised the collection process for these signatures and personally know each individual whose signature appears on the Acknowledgements of Support.

I swear or affirm under penalty of perjury that the information contained in this Affidavit is true and correct to the best of my knowledge.

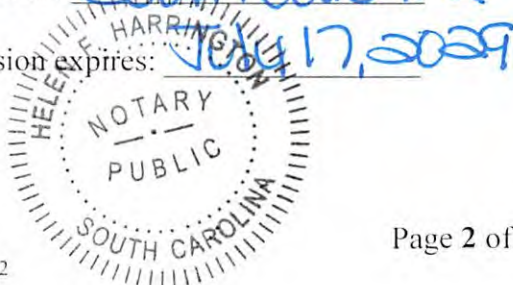

John L. Warren, Jr.

SWORN to and subscribed before me on this 19th day of February, 2025.

Print Name: Helen F. Harrington

Notary Public for South Carolina

My commission expires: July 17, 2029



Acknowledgment of Support

By my signature below, I affirm that I remain loyal to the Simpsonville United Methodist Church, of Simpsonville, South Carolina; I continue to support the United Methodist Church and the South Carolina Conference of the United Methodist Church; and I wish for the Simpsonville United Methodist Church to remain affiliated with and a part of the South Carolina Conference and the United Methodist Church.

Name (printed)	Signature	Date
Nelson Stokes	Nelson Stokes	2-12-25
Michelle Cockerott	Michelle Cockerott	2-12-25
Debra Bare	Debra Bare	2-17-25
Howard Bare	Howard Bare	2-17-25
Fonda Hancock	Fonda Hancock	2-17-25
Bud Hancock	Bud Hancock	2-19-25
Cynthia Gunnells	Cynthia Gunnells	2-17-25
Lee Gunnells	Lee Gunnells	2-17-25
Martha A. Johnson	Martha A. Johnson	2-17-25
Andrey Whitley	Andrey Whitley	2-17-25
LISA HENSON	Lisa Henson	2/17/25
Alyssa Johnson	Alyssa Johnson	2/17/25
Tonya Taylor	Tonya Taylor	2/17/25
Bridget Holt	Bridget Holt	2/17/25
Sydne Vaughan	Sydne Vaughan	2/17/25
Marie Huff Lemanski	Marie Huff Lemanski	2-17-25
Marianne Warren	Marianne Warren	2-18-25



Acknowledgment of Support

By my signature below, I affirm that I remain loyal to the Simpsonville United Methodist Church, of Simpsonville, South Carolina; I continue to support the United Methodist Church and the South Carolina Conference of the United Methodist Church; and I wish for the Simpsonville United Methodist Church to remain affiliated with and a part of the South Carolina Conference and the United Methodist Church.

Name (printed)	Signature	Date
MELINDA NASH	Melinda Nash	2-14-25
BRANDI LEARD	Brandi Leard	2-14-25
Harry D. Pratt Jr	Harry D. Pratt Jr	2-15-25
Lois PRATT	Lois Pratt	2-15-25
William Grissom	Will Grissom	2/15/25
Angela Grissom	Angela Grissom	2/15/25
LARRY ECKART	Larry Eckart	2/15/25
MARIA ECKART	Maria Beth Eckart	2/15/25
Susan F. Hughes	Susan F. Hughes	2/15/25
George T. Hughes, DMD	George T. Hughes, DMD	2/15/25
Pat Lee Pat Lee	Pat Lee	2/15/25
Berley Stabler	Berley Stabler	2/15/25
Nikki Angalet	Nikki Angalet	2-15-25
TERRY LAYNE	Terry Layne	2-15-25
Susan Doria	Susan Doria	2-15-25
MICHAEL DORIA	Michael Doria	2-15-25
Phyllis Thomas	Phyllis Thomas	2-15-25
CHERRY THOMAS	Cherry Thomas	2-15-25

Acknowledgment of Support

By my signature below, I affirm that I remain loyal to the Simpsonville United Methodist Church, of Simpsonville, South Carolina; I continue to support the United Methodist Church and the South Carolina Conference of the United Methodist Church; and I wish for the Simpsonville United Methodist Church to remain affiliated with and a part of the South Carolina Conference and the United Methodist Church.

Name (printed)	Signature	Date
Kathleen Knippk	Kathleen Knippk	2/17
Lynn Mangum	Lynn Mangum	2/17
Ann Benjamin McDonald	Ann Benjamin McDonald	2-17-25
Gale Sopko	Gale Sopko	2-17-25
Sally Higgs	Sally Higgs	2-17-25
Valerie Ratliff	Valerie Ratliff	2-17-25
Charlotte & Gayle Wells	Charlotte Wells	2-17-25
Derek Taylor	Derek Taylor	2-17-25
Lizzie Cook ^{Lizzie} Cook	Lizzie Cook	2/17/25
Lorian Norris	Lorian Norris	2/17/25
Jim CRAVENS	Jim Cravens	2/17/25
Debra Leake	Debra Leake	2/17/25
Tanner Leake	Tanner Leake	2/17/25
Jennifer Franklin	Jennifer Franklin	2/17/25
Rachel Dudek	Rachel Dudek	2/17/25
Sara Lindsay	Sara Lindsay	2/17/25
Teresa H. Richardson	Teresa H. Richardson	17 Feb 2025
Sydney Richardson	Sydney Richardson	2/17/25

Acknowledgment of Support

By my signature below, I affirm that I remain loyal to the Simpsonville United Methodist Church, of Simpsonville, South Carolina; I continue to support the United Methodist Church and the South Carolina Conference of the United Methodist Church; and I wish for the Simpsonville United Methodist Church to remain affiliated with and a part of the South Carolina Conference and the United Methodist Church.

[illegible]

Acknowledgment of Support

By my signature below, I affirm that I remain loyal to the Simpsonville United Methodist Church, of Simpsonville, South Carolina; I continue to support the United Methodist Church and the South Carolina Conference of the United Methodist Church; and I wish for the Simpsonville United Methodist Church to remain affiliated with and a part of the South Carolina Conference and the United Methodist Church.

[illegible]

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.

Appellate Case No: 2025-00712

Exhibit C

Consent Order Governing Further
Proceedings *In re:*

*Jarrold Garrett, et al v. Palmetto Health
Alliance, et al, C/A No: 2004-CP-40-04116*

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
IN THE COURT OF COMMON PLEAS

CASE NUMBER: 04CP4004116

Jarrod Garrett

Palmetto Health Alliance

Ron J Gary

Palmetto Health Richland

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____

Attorney for: ☐ Plaintiff ☐ Defendant or ☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order (formal order to follow) ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

Circuit Court Judge _____

Judge Code _____

Date _____

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this 11 July 2012 to attorneys of record or to parties (when appearing pro se) as follows:

William E. Hopkins Jr.
Michael Eugene Spears

A. Camden Lewis
Richard A. Harpootlian

Manton M. Grier

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court

Jeanette W. McBride

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

C.A. No. 2004-CP-40-4116

Jarrold Garrett, Ron J. Gary, John Michael
Ross & Lynn Bisbee,

Plaintiff,

v.

Palmetto Health Alliance d/b/a Palmetto
Health Richland, Palmetto Health Baptist
and Palmetto-Health Baptist Easley,

Defendants.

RICHLAND COUNTY
FILED
2012 JUL 11 AM 9:00
JEANETTE W. McBRIDE
C.C.P. & G.S.

CONSENT ORDER
GOVERNING FURTHER PROCEEDINGS

SCANNED

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

STATE OF SOUTH CAROLINA
IN THE COURT OF COMMON PLEAS

2012 JUN 29 P 3:37

IN RE: HOSPITAL PRICING
LITIGATION

(Specifically Assigned to the Honorable
Clifton Newman by Order of Chief Justice
Jean Hoefer Toal)

CONSENT ORDER GOVERNING FURTHER PROCEEDINGS

THIS MATTER is before the Court on the Parties' joint request for entry of a Consent Order governing further proceedings in the South Carolina Hospital Pricing Litigation. Counsel for the parties have conferred, and Plaintiffs and the affected Defendant Hospitals' consent to this Order setting forth the scope and terms of further proceedings in this Litigation. This Consent Order applies to those cases listed in Exhibit A attached hereto (hereinafter referred to as the "Pending Cases").

This "South Carolina Hospital Pricing Litigation" consists of numerous putative class actions filed against hospitals across the State which have been assigned to this Court by Order of Chief Justice Jean Hoefer Toal dated April 21, 2010. These cases involve the past, present, and future pricing for all services rendered by the Defendant Hospitals from 2001 to the present. The Litigation has been ongoing for over seven years. During this time, the parties have undertaken a significant amount of discovery and filed a number of dispositive motions. The

¹ In some of the Pending Cases, the patients' claims were presented as counterclaims. For ease of reference, the term "Plaintiffs" refers to the patients who have asserted claims against the hospitals, and the term "Defendant Hospitals" refers to the hospitals that have been sued, regardless of whether the claims were asserted in complaints or as counterclaims.

Court's rulings on certain of these dispositive motions resulted in an intervening appeal to the South Carolina Supreme Court and its opinion in King v. AnMed Health, 377 S.C. 48, 659 S.E.2d 131 (2008). Recognizing the need to move this Litigation toward resolution in the most prompt and efficient manner possible, the parties have conferred and developed a plan whereby this Court will conduct a limited, non-jury trial on two critical issues that pertain to all of the Pending Cases and issue a final ruling on these issues. The Parties' agreement and proposed plan for further proceedings is set forth in detail below. The Court hereby approves this Agreement, finding this procedure is the most expeditious and efficient way to move this litigation forward while minimizing costs to the Parties and the burden on the court system.

1. Pursuant to Rule 15(a), SCRCP, Plaintiffs, with the consent of Defendant Hospitals, are granted leave to file an Amended Complaint in each of the Pending Cases as reflected in the proposed Amended Complaint attached hereto as **Exhibit B**. Plaintiffs shall file and serve the Amended Complaint within fifteen (15) days of the entry of this Order. Defendant Hospitals consent to the filing and service of the Amended Complaint subject to the reservation that Defendant Hospitals, by consenting to the filing and service of the Amended Complaint, are not admitting the validity of the claims asserted therein and are reserving all rights and defenses.
2. Within fifteen (15) days from the date counsel for the Defendant Hospital receives the filed Amended Complaint, each Defendant Hospital shall file and serve its respective Answer. The Parties agree and understand that the respective Answers filed and served by the Defendant Hospitals will include an allegation or defense that the Amended Complaint fails to state a claim and will include any additional defenses, counterclaims, offsets, setoffs, etc., the Defendant Hospitals want to assert. However, Defendant Hospitals agree to forego a Motion to dismiss directed to the new Amended Complaint.
3. Pursuant to Rule 42(b), SCRCP, the parties agree to and the Court hereby bifurcates the two Declaratory Judgment Issues identified in Paragraph 4 below from any other issues in the Pending Cases and orders a separate non-jury trial on the merits of the two Declaratory Judgment Issues identified in Paragraph 4 below under the terms described in this Order with the Court issuing a final decision and ruling on the merits of those two issues. The Court finds that bifurcating the two Declaratory Judgment Issues identified in Paragraph 4 below from any other issues in the Pending Cases will be conducive to expedition and economy in moving this Litigation towards resolution.

4. The Court shall conduct a single non-jury trial on the Declaratory Judgment cause of action contained in the Amended Complaint solely on the following two issues ("Declaratory Judgment Issues"):

- a. Does the Court have the power/authority to declare the use of a Charge Master to be unreasonable based on the record before the Court?; and
- b. Is the use of a Charge Master unreasonable based on the record before the Court?

The Parties agree that all arguments are available to support or oppose the Declaratory Judgment on these two issues.

5. The non-jury trial on the two Declaratory Judgment Issues set forth in Paragraph 4 above shall be conducted subject to the following conditions and limitations agreed upon by the parties:

- a. The trial will be limited solely to the written record in the Litigation and will be composed of testimony and documents submitted to the Court by the parties from the existing discovery universe (*i.e.*, depositions previously taken, documents previously produced, discovery responses previously provided and affidavits filed in any of the Pending Cases) and the Stipulation contained in Paragraph 5(d) below.
- b. Discovery conducted under prior complaints and affidavits filed in support of or opposing summary judgment or class certification may be submitted as part of the record for the purposes of the Declaratory Judgment Issues.
- c. Discovery is closed. There will be no more discovery served, no more discovery responses or supplemental responses requested, no additional affidavits, no modification or supplementation of existing affidavits, and no live witnesses presented at any hearing on the Declaratory Judgment Issues.
- d. Plaintiffs stipulate and admit the following is considered part of the written record in each of the Pending Cases:

The Hospital Defendant in each pending Hospital Pricing case would file a sworn and notarized affidavit by a competent and knowledgeable witness that the Hospital created, used and uses its Charge Master as its established charge structure which is applied as services are furnished to each patient and has done so since the 1960s. This Stipulation is entered into in lieu of and without the Hospital having to file a sworn affidavit to this effect. The record shall be treated as if the Hospital had filed such an affidavit. This Stipulation is without prejudice to any legal

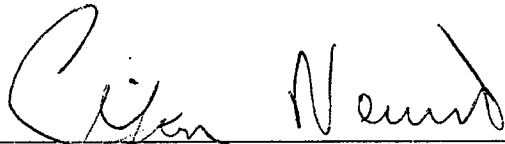
argument Plaintiffs or the Defendant Hospitals might make regarding the use of the Charge Master.

6. Prior to the non-jury trial or hearing on the Declaratory Judgment Issues, the parties shall submit memoranda to the Court setting forth their respective legal and factual arguments, including citations to the record, and attaching cited materials from the record as needed for the Court's consideration. This briefing shall be conducted according to the following schedule:
 - a. Plaintiffs shall serve Memoranda on the Declaratory Judgment Issues (with any attachments) within sixty (60) days from service of the Defendant Hospitals' Answers to the Amended Complaint.
 - b. The Defendant Hospitals shall serve any Opposition Memoranda on the Declaratory Judgment Issues (with any attachments) within sixty (60) days of the service of Plaintiffs' initial Memoranda.
 - c. Plaintiffs shall serve any Reply Memoranda (with any attachments) within thirty (30) days of service of Defendant Hospitals' Opposition Memoranda.
 - d. The Court will schedule a hearing on the Declaratory Judgment issues at its convenience.
7. All further proceedings in this Litigation, including but not limited to any hearings and rulings on motions for class certification, shall be stayed and held in abeyance until after a final ruling on the two Declaratory Judgment Issues stated in Paragraph 4 above, and the final resolution of any appeal therefrom.
8. The Parties have agreed to the following additional conditions governing the procedure for the further proceedings on the Declaratory Judgment Issues:
 - a. The Parties waive any right to a jury trial that might otherwise apply to the Declaratory Judgment Issues identified in Paragraph 4 above. The waiver of any right to a jury trial on these two issues shall not constitute a waiver of the right to a jury trial on any other issue or issues in the Pending Cases.
 - b. The Defendant Hospitals waive any venue rights to having the Declaratory Judgment Issues identified in Paragraph 4 above tried or heard in the County where the Defendant Hospital resides. This waiver shall not apply to any Defendant Hospital's venue rights to have any other issues in the Pending Cases tried or heard in the County where a specific Defendant Hospital resides.
 - c. Chief Justice Toal's April 21, 2010, Order assigning the Hospital Pricing cases to this Court expressly provides that any subsequently filed cases will be assigned to this Court for handling. If any new hospital pricing

cases are filed during the pendency of any appeal from the Court's ruling on the Declaratory Judgment Issues, those cases will be stayed and any request for class certification in those new cases will be addressed on remand from any appeal in the chronological order in which Motions for class certification were filed against a Defendant Hospital, with the Pending Cases being heard first.

- d. The Parties agree that, if Plaintiffs ultimately win any appeal on the two Declaratory Judgment Issues, the cases shall be remanded back to this Court for further proceedings on class certification and any other issues or remedies available under the Declaratory Judgment Act.
- e. The Parties agree that, if the Plaintiffs prevail before the Court on the two Declaratory Judgment Issues, all activity in the Pending Cases will be stayed during the pendency of any appeal and Plaintiffs will take no action of any kind against the Charge Masters or the Hospitals based on the ruling unless and until the appeal is resolved in Plaintiffs' favor.

IT IS SO ORDERED.



Clifton Newman
Circuit Court Judge

Dated: June 29, 2012

Greenville, S.C.

A Certified Copy

Paul B. Wickens
Clerk of Court C.P. & G.S.

Greenville County, SC

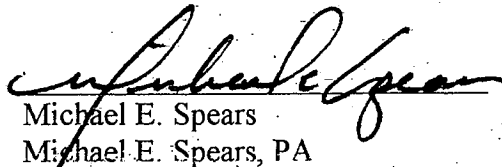
Dated 6/29/12

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

)
)
)

**CONSENT ORDER
GOVERNING FURTHER
PROCEEDINGS**

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:


Michael E. Spears
Michael E. Spears, PA

A. Camden Lewis
Lewis & Babcock, LLP

Joseph Preston Strom, Jr.
Bakari T. Sellers
Strom Law Firm, LLC

**Attorneys for Plaintiffs
in All Pending Cases**

Date: 6/11/12

**IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION**

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:

Wm. Douglas Gray
Jane W. Trinkley
McNair-Law Firm, P.A.
AnMed Health

Date: June 1, 2012

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

) CONSENT ORDER
) GOVERNING FURTHER
) PROCEEDINGS

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:



H. Sam Mabry III
Charles M. Sprinkle III
Haynsworth Sinkler Boyd, P.A.
Care Alliance Health Services Corporation d/b/a
Roper St. Francis Healthcare,
Roper Hospital,
Bon Secours St. Francis Hospital

Date: 6/05/12

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:

Date: 6/05/12

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

)
)
)
**CONSENT ORDER
GOVERNING FURTHER
PROCEEDINGS**

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:



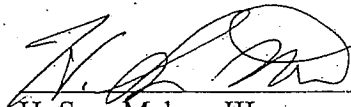
Marguerite S. Willis
Nikole S. Mergo
Travis C. Wheeler
Daniel C. Leonardi
Nexsen Pruet, LLC
Kershaw County Medical Center

Date: 6/1/12

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

) CONSENT ORDER
) GOVERNING FURTHER
) PROCEEDINGS.

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:

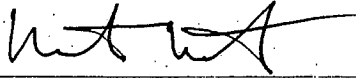


H. Sam Mabry, III
Charles M. Sprinkle III
Haynsworth Sinkler Boyd, P.A.
Mary Black Memorial Hospital

Date: 6/05/12

IN-RE-SOUTH CAROLINA)
HOSPITAL PRICING LITIGATION)
CONSENT ORDER
GOVERNING FURTHER
PROCEEDINGS

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:



Manton M. Grier
Sarah P. Spruill
Haynsworth Sinkler Boyd, P.A.
Palmetto Health Alliance d/b/a
Palmetto Health
Richland, Palmetto Health Baptist and Palmetto
Health Easley

Date: June 2, 2012

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

) CONSENT ORDER
) GOVERNING FURTHER
) PROCEEDINGS

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:



Marguerite S. Willis
Nikole S. Mergo
Travis C. Wheeler
Daniel C. Leonardi
Nexsen Pruet, LLC
Sisters of Charity Providence Hospitals

Date: 6/1/12

IN RE SOUTH CAROLINA
HOSPITAL PRICING LITIGATION

) CONSENT ORDER
) GOVERNING FURTHER
) PROCEEDINGS

WE CONSENT TO THE TERMS OF THE ABOVE ORDER:



Marguerite S. Willis
Nikole S. Mergo
Travis C. Wheeler
Daniel C. Leonardi
Nexsen Puet, LLC
Tuomey, Inc. d/b/a
Tuomey Healthcare System

Date: 6/1/12

EXHIBIT A

**South Carolina Hospital Pricing Litigation
Pending Cases**

Jeylud Bennett, on behalf of herself, and all others similarly situated v. Greenville Hospital System	2004-CP-23-6065	Greenville
Lynn Bisbee, on behalf of herself and all others similarly situated v. Kershaw County Medical Center	2004-CP-28-630	Kershaw
Brett Coley, and all others similarly situated v. Mary Black Memorial Hospital	2007-CP-42-1744	Spartanburg
Bashirah Dubose, Eddie L. Arrants, Jr. and Doris M. Bean, on behalf of themselves and all those similarly situated v. Tuomey, Inc. d/b/a Tuomey Healthcare System	2004-CP-43-1113	Sumter
Jarrold Garrett, Ron J. Gary, John Michael Ross and Lynn Bisbee, on behalf of themselves and all others similarly situated v. Palmetto Health Alliance d/b/a Palmetto Health Richland, Palmetto Health Baptist and Palmetto Health Baptist Easley	2004-CP-40-4116	Richland
Kathy Green, and all others similarly situated v. Sisters of Charity Providence Hospitals	2004-CP-40-5576	Richland
Greenville Hospital System v. Kelli Jean Paulson and Michael A. Paulson	2004-CP-23-5676	Greenville
Marsha Monteith, on behalf of herself and all others similarly situated v. CareAlliance Health Services Corp. d/b/a Roper St. Francis Healthcare, Roper Hospital, and Bon Secours St. Francis Hospital, Roper St. Francis, Roper St. Francis Rehabilitation Hospital and Roper Berkeley Day Hospital	2004-CP-10-3836	Charleston
Susan Stanfield, on behalf of herself and all others similarly situated v. AnMed Health	2004-CP-04-3017	Anderson

EXHIBIT B

PROPOSED AMENDED COMPLAINT

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Civil Action No.: 04-CP-40-5576

**THIRD AMENDED
CLASS ACTION COMPLAINT**

Defendant.

NATURE OF THE ACTION

1. The Plaintiff brings this action pursuant to Rule 23 of the South Carolina Rules of Civil Procedure (hereafter referred to as SCRPC), individually and on behalf of all similarly situated uninsured individuals who were treated at PROVIDENCE and/or any other hospitals owned or managed by PROVIDENCE in the State of South Carolina.
2. The Plaintiff and members of the Class (hereinafter referred to as “Class Members”) are all persons who were patients of PROVIDENCE and/or any hospitals owned or managed by PROVIDENCE in the State of South Carolina during the class period, who were discharged from PROVIDENCE during the class period, and who were uninsured at the time of treatment and billed by way of the Charge Master billing scheme.
3. Because of their insurance status, the Plaintiff and the Class Members fell prey to an unconscionable two-tier pricing scheme created by the Defendant (hereafter referred to as a

“Charge Master billing scheme”). Additionally, upon information and belief the pricing scheme used by the Defendant is the same as or substantially similar to a pricing scheme that is used by multiple other hospitals.

4. The Defendant conceals its debilitating pricing scheme behind a veil of secrecy. Like most hospitals that use a Charge Master billing scheme, PROVIDENCE never publishes the prices charged to uninsured patients for services or materials. Instead, PROVIDENCE treats its price list, sometimes referred to as a “Charge Master,” as a closely guarded secret. In fact, uninsured patients, such as the Plaintiff and Class Members, do not know the prices, nor are they given a method to discern the amount PROVIDENCE will charge them until after the services are rendered and they receive a bill.

5. Under the Charge Master billing scheme the Defendant, like other hospitals that use a similar scheme, billed patients at one rate, but then charged dramatically different prices for the identical health care services depending on the patient. Specifically, the Defendant developed and implemented a pricing scheme under which charges for identical services are: (1) lower for patients covered by health insurance; and (2) higher for patients not covered by health insurance. This pricing scheme allowed PROVIDENCE to charge the Plaintiff and Class Members rates that were often several times higher than the rates charged to insured patients.

6. Upon information and belief, these Charge Master rates are generally many times the amount paid under government or private healthcare plans. By forcing this pricing scheme upon the Plaintiff and the Class Members without their knowledge, the Defendant has:

- (a) breached its duty to charge reasonable rates for services and materials;
- (b) breached its covenant of good faith and fair dealing; and/or

(c) unjustly enriched itself at the expense of the Plaintiff class.

7. The Class does not include those persons who are fully insured through either a government or private health care plan. Instead, the Class includes those who do not qualify for such programs or do not have health insurance and are required to pay for services received from PROVIDENCE at unreasonable and/or unconscionable rates. While the Plaintiff and Class Members are in the most economically vulnerable position with regard to medical charges, i.e. they have the least ability to pay and a high need for the services, the Defendant has charged them rates far in excess of those charged to patients covered by private health insurance or government insurance programs for the same services.

8. The Defendant facilitates its illegal pricing scheme by using adhesive form agreements. The standard agreements that PROVIDENCE uses require the Plaintiff and Class Members to sign the agreements as a condition of hospital admission, and those agreements bind them to pay the undefined charges levied by the hospitals.

9. Since the actual price term is not disclosed, or determinable from the agreement, the Plaintiff and Class Members must rely on the hospital's good faith in charging reasonable and proper fees for services rendered. Thus, PROVIDENCE breached the very trust placed in it by the Plaintiff and Class Members by charging them unreasonably high rates for services.

10. Payment for services to the Defendant, like all hospitals, varies depending on the particular patient's insurance status. Upon information and belief, hospitals generally separate patients into three categories:

(a) patients covered by government health programs whose payments are determined by statutory formulas based on the hospital's costs e.g. Medicare;

(b) patients covered by private health insurance whose payments for services are negotiated by their insurance providers; and

(c) uninsured "self-pay" patients who are charged and asked to pay the hospital's highest rates based on undisclosed Charge Master prices.

The first two categories of patients listed above account for the majority of patients that are treated by hospitals each year.

11. PROVIDENCE, like other hospitals that use a Charge Master billing scheme, will not negotiate rates with uninsured patients. As a result, uninsured patients, such as the Plaintiff and Class Members, are unknowingly charged rates for services designed to make up for the rates charged to other categories of patients at lower profit margins.

12. In effect, PROVIDENCE, like other hospitals who utilize a Charge Master billing scheme, subsidizes the patient care provided to other patients by overcharging the uninsured, which include the Plaintiff and the members of the proposed Class.

13. The rates charged to the Plaintiff and Class Members are the typical result of a hospital like PROVIDENCE's policy of establishing unreasonably inflated Charge Master prices and refusing to discount said prices for those individuals. By establishing such high Charge Master prices, hospitals are able to maximize revenues received from patients covered by government and private health insurance as described below.

14. Like all hospitals, PROVIDENCE receives reimbursements for care given to patients covered by Medicare. In order to determine the rate of Medicare reimbursement, PROVIDENCE must first determine its Cost to Charge Ratio (the "CCR").¹ The lower the CCR, the larger the gap between the Charge Master prices paid by the uninsured and the

¹ A hospital's CCR is the ratio of its costs over its charges as reported by the hospital to the Center for Medicare and Medicaid Services. For instance, if a hospital's cost for a specific procedure is 50 dollars and the charges listed for the same procedure or product on its Charge Master is 100 dollars, the hospital's CCR is 0.5.

discounted prices paid by Medicare patients. The CCR also gives a fair estimate of the gap between rates paid by the uninsured patients and those paid by private insurance patients, who rarely pay in excess of 25% more than the Medicare reimbursement rate.

15. The systematic overcharging of uninsured patients is one of the most serious problems facing the health care industry today, but few hospitals have taken steps to rectify the problem. As a justification for this rampant discriminatory pricing practice, industry officials have argued that Medicare rules and regulations prohibited hospitals from offering discounts to the uninsured patients. That assertion has been publicly refuted by the former Secretary of Health and Human Services, Tommy Thompson. In a February 2004 letter to the American Hospital Association, Secretary Thompson stated that "Nothing in the Medicare program rules or regulations prohibit such discounts."

16. In fact, a new federal act, the Patient Protection and Affordable Care Act, signed into law on March 23, 2010, specifically addresses this issue by limiting charges for uninsured individuals to "not more than the lowest amounts charged to individuals who have insurance covering such care" and also explicitly "prohibits the use of gross charges." In other words according to the *Technical Explanation for the Revenue Provisions of the "Reconciliation Act of 2010," as amended, in Combination with the Patient Protection and Affordable Care Act*, the Joint Committee on Taxation stated in March of 2010 that, "a hospital may not use gross charges (i.e. "Charge Master" rates)" when billing uninsured patients that qualify for assistance.

JURISDICTION AND VENUE

17. The Plaintiff brings this action pursuant to the Uniform Declaratory Judgments Act, S.C. Code Ann. §§ 15-53-10 et. seq., to recover damages as well as pre-judgment interest, costs, and attorneys' fees for the Defendant's wrongful conduct as set forth herein.

18. Jurisdiction over this class action is also proper because the Defendant's activities giving rise to the Plaintiff's claims occurred in South Carolina.

19. The Defendant operates, conducts, engages in, or carries on a business or business venture in South Carolina, including Richland County, and therefore venue is proper in said County.

20. Potential Class Members are uninsured residents of South Carolina who were treated by PROVIDENCE and/or any other hospitals owned or managed by PROVIDENCE in the State of South Carolina.

THE PARTIES

21. The Plaintiff Kathy Green, is a citizen and resident of the State of South Carolina. Plaintiff Green has been a victim of the practices complained of in this action, all of which occurred in South Carolina.

22. The Defendant, Sisters of Charity Providence Hospitals, herein referred to as PROVIDENCE, is a non-profit corporation organized under the laws of the State of South Carolina, and at all times mentioned herein, providing a variety of medical services in South Carolina

FACTUAL BACKGROUND

23. On or about September and October of 2004, the Plaintiff suffered injuries necessitating medical and hospital services and was treated at the Defendant's facility where the Plaintiff received medical and hospital services for Plaintiff's injuries.

24. The Plaintiff was uninsured and considered by the Defendant to be "self-pay", that is, the Plaintiff had no form of private health insurance, Medicare, or Medicaid benefits, to offset the costs of the medical services and treatment rendered to the Plaintiff.

25. As a condition for the treatment, the Plaintiff was required to execute the Defendant's standard admission forms and agreement to pay for charges.

26. Included in these forms was the Defendant's standard contract in which the Plaintiff agreed to pay the charges for care.

27. Upon information and belief, all Class Members are parties to Agreements to Pay which are the same or substantially similar to the Agreement to Pay between the Plaintiff and PROVIDENCE.

28. The Plaintiff was discharged from the Defendant hospital and afterwards received bills for health care services rendered.

29. At no time prior to receiving these bills was the Plaintiff advised of the costs the Defendant would charge for its services, or provided with any methodology for how charges would be calculated.

30. Upon information and belief the rate at which the Plaintiff was billed by the Defendant is exponentially greater than the actual cost of providing the rendered medical services and an

unreasonable multiple of the amount that would have been charged had the Plaintiff had insurance.

31. While the Agreement to Pay obligates the Plaintiff and the Class Members to pay reasonable charges for their medical care, the Defendant never disclosed the actual charges for the services to be rendered, and the Plaintiff and Class Members did not, and could not, have known what those charges would be.

32. Because there was a contract between the parties with an undefined and un-discernible price term, the law implies a commercially fair and reasonable price may be charged. The amount charged to the Plaintiff was unreasonable by any measure.

33. The amount was far in excess of what would be billed to a private insurance company for the same services, and was far in excess of what Medicare pays for the same services.

34. Alternatively, the price term in the contract is of such prominence that no contract was formed. In such a case, the Defendant is only permitted to charge the reasonable value of its services, not some multiple thereof.

35. The Plaintiff and the Class Members have been improperly billed for those charges.

36. The contract the Plaintiff signed, governing the Plaintiff's agreement with the Defendant is a form agreement that all patients entering the hospital must sign before treatment.

37. Similarly, the collection process is uniform, and the actions taken by the Defendant to collect its inflated bill are uniform and mandated by the Defendant's policies and procedures.

CLASS ALLEGATIONS

38. The Plaintiff adopts the allegations of paragraphs 1-37 and incorporates the same herein by reference as if stated verbatim.

39. The Plaintiff brings this action pursuant to Rule 23, SCRPC, on their own behalf and on behalf of a Class of all persons similarly situated, defined as follows:

All persons who were patients of PROVIDENCE and/or any hospitals owned or managed by PROVIDENCE in the State of South Carolina during the class period, who were discharged from PROVIDENCE during the class period, and who were uninsured at the time of treatment and billed by way of the Charge Master billing scheme.

40. The members of the Class are so numerous that joinder of all members is impractical and inefficient such that the requirements of Rule 23(a)(1), SCRPC, are met. The Plaintiff does not know the exact number of Class Members, but is informed and believes that thousands of uninsured patients have been charged unreasonably high prices by the Defendant and qualify as members of the Class. Many Class Members have also been subjected to unconscionable collection practices by the Defendant and/or its agents. The Plaintiff is informed and believes that the identities of the Class Members may be ascertained from the files and records of PROVIDENCE and other information sources.

41. The Plaintiff believes the requirements of Rule 23(a)(2), SCRPC, are met since there are common questions of law and fact effecting members of the Class, including but not limited to the following:

- a. whether the use of a Charge Master billing scheme is legal;
- b. whether the use of a Charge Master billing scheme is reasonable and results in reasonable charges for goods and services provided by hospitals;
- c. whether members of the Class were charged prices by PROVIDENCE and/or any hospitals owned or managed by PROVIDENCE in the State of South Carolina that were unreasonable and/or unconscionable through their use of a Charge Master billing scheme;
- d. whether the agreements between PROVIDENCE and the members of the Class constituted enforceable contracts;

- e. whether the Plaintiff and members of the Class are entitled to restitution of overcharges collected by PROVIDENCE and/or any hospitals owned or managed by PROVIDENCE in the State of South Carolina; and
- f. whether the Court should grant injunctive relief to members of the Class to prevent the continuation of the foregoing acts and conduct of the Defendant.

42. The requirements of Rule 23(a)(3), SCRPC are also met since the claims of the representative Plaintiff are typical of the claims of the Class as a whole.

43. The Plaintiff and members of the Class have suffered harm due to the unfair, deceptive, unreasonable, and unconscionable pricing and collection practices of the Defendant by way of a Charge Master billing scheme.

44. The representative Plaintiff will fairly and adequately protect the interest of the Class pursuant to Rule 23(a)(4), SCRPC. The interests of the representative Plaintiff are consistent with and not antagonistic to the interests of the Class.

45. The Class Representative has retained counsel experienced in prosecuting class actions and complex consumer litigation.

46. Rule 23(a)(5), SCRPC, is also met because the Plaintiff and the Class Members are seeking primarily injunctive and declaratory relief.

47. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, would establish incompatible standards of conduct for the parties opposing the Class, and would substantially impair or impede the interests of the other members of the Class to protect their interests.

48. The Plaintiff is informed and believes that the Defendant has acted on grounds generally

applicable to the Class, thereby making appropriate final injunctive or declaratory relief with respect to the Class as a whole.

49. This class action is superior to other available methods for the fair and efficient adjudication of the controversy between the parties. The interest of members of the Class in individually controlling the prosecution of a separate action is low, in that most members of the Class would be unable to individually prosecute any action at all.

50. The amounts at stake for individuals are sufficiently small for most or all Class Members and separate suits would be impracticable, and most members of the Class would not be able to find counsel to represent them.

51. It is desirable to concentrate all litigation in one forum because it will promote judicial efficiency to resolve the common questions of law and fact in one forum rather than multiple courts.

52. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties, allows the hearing of claims that might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and provides the benefits of single adjudication, economics of scale, and comprehensive supervision by a single court.

53. The Plaintiff is informed and believes that the files and records of the Defendant contain, in computer readable format, a last known address, other identifying information for members of the Class, and information necessary and convenient to identify members of the Class, to determine their economic damages, and prosecute this case expeditiously as a class action.

CAUSE OF ACTION

COUNT ONE:
DECLARATORY AND INJUNCTIVE RELIEF

54. The Plaintiff adopts the allegations of paragraphs 1-54 and incorporates the same herein by reference as if stated verbatim.

55. This cause of action seeks a declaratory judgment pursuant to South Carolina Code Ann. §§15-53-10 et. seq., and Rule 57, SCRPC, for the purposes of determining a question of actual controversy between the parties.

56. South Carolina Code Ann. §15-53-30 provides that any party whose rights or status have been affected by a contract may have determined any question of construction or validity arising under the contract, and obtain a declaration of rights, status or other legal relations thereunder.

57. Additionally, this Court has the power to construe the terms of the admission form before or after there has been a breach thereof under South Carolina Code Ann. § 15-53-40.

58. There is an actual controversy regarding the admission form which PROVIDENCE applied to the Plaintiff for services rendered by PROVIDENCE. The Plaintiff maintains that PROVIDENCE has violated its obligations under the law and the admission form. The Plaintiff requests that this Court construe the terms of the contract and declare the meaning of the phrase "any charges" found in the admission form entered into by the Plaintiff and PROVIDENCE.

59. It is specifically requested that this Court declare that PROVIDENCE's use of Charge Master charges are not the "charges" agreed to in the admission form.

60. The Plaintiff would further request that this Court declare that the billing of patients under a Charge Master scheme in general be deemed an illegal, unreasonable and/or unconscionable method of billing.

61. Additionally, because PROVIDENCE used a Charge Master billing scheme, the Plaintiff would request that this Court declare that PROVIDENCE's Charge Master based billing scheme is illegal, unreasonable and/or unconscionable.

62. Should it be found that no contract exists between the Plaintiff and PROVIDENCE, this cause of action seeks a declaratory judgment pursuant to South Carolina Code Ann. §15-53-20 for the purposes of determining the legal relations between the parties. South Carolina Code Ann. § 15-53-20 provides that a court shall have the power to declare rights, status, and other legal relations whether or not further relief is or could be granted. The Plaintiff requests that this Court determine the nature of the legal relationship between the Plaintiff and PROVIDENCE, determine if PROVIDENCE's use of a Charge Master billing scheme is reasonable, and determine if PROVIDENCE charged a reasonable rate to the Plaintiff and the Class Members.

63. It is further requested that this Court Order that PROVIDENCE disgorge all its ill-gotten gains obtained through violation of the contract with the Plaintiff and through the use of an unreasonable and/or unconscionable Charge Master billing scheme. South Carolina Code Ann. § 15-53-120 provides that further relief based on declaratory judgment may be granted whenever necessary or proper. PROVIDENCE charged the Plaintiff an amount that was not calculated in accord with the language of the admission form and thus, the Plaintiff is requesting that this Court order that PROVIDENCE return the invalid payments received from the Plaintiffs.

64. Should this Court find that no contract exists between the Plaintiff and PROVIDENCE, it is further requested that this Court order that PROVIDENCE disgorge all of the payments received.

65. Finally, the Plaintiff requests that this Court order PROVIDENCE to issue a fair and reasonable bill, that is calculated by a method other than a Charge Master billing scheme, that is more in line with the regular and customary rates given to patients who are not considered uninsured and/or "self-pay."

PRAYER FOR RELIEF

Based on the foregoing, the Plaintiff, on behalf of herself and all members of the Class that the Plaintiff represents, seek judgment and relief against the Defendant as follows:

- (a) for an Order certifying the Class, designating the Plaintiff as the Class Representative and Plaintiff's attorneys as Class Counsel;
- (b) for judgment on each claim against the Defendant on behalf of the Plaintiff Class;
- (c) for an Order requiring restitution of overpayments made by members of the Plaintiff Class to the Defendant, and disgorgement of the money the Defendant has improperly collected;
- (d) for permanent injunctive relief enjoining the Defendant from continuing in the improper and/or unlawful acts alleged herein;
- (e) for reasonable attorneys' fees; and
- (f) for such other relief as the Court may deem appropriate.

-SIGNATURE BLOCK ON THE FOLLOWING PAGE-

RESPECTFULLY SUBMITTED,

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October____, 2011

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