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UNPUBLISHED OPINION. CHECK COURT RULES
BEFORE CITING.

Superior Court of Connecticut,
J.D. OF HARTFORD.
AT HARTFORD.

NORTH UNITED METHODIST CHURCH
v.

NEW YORK ANNUAL CONFERENCE OF THE
UNITED METHODIST CHURCH, et al

DOCKET NO. HHD-CV24-6178162S

|
AUGUST 14, 2024

Attorneys and Law Firms

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Annual Conference of the Methodist Episcopal Church
and Thomas Bickerton.

MEMORANDUM OF DECISION

Vatti, J.

*1 Before the court is the defendants' motion to dismiss the plaintiff's complaint for lack of subject matter jurisdiction. Upon due consideration, the motion is granted in part, and denied in part.

BACKGROUND

This action arises out of dispute between the plaintiff, **North United** Methodist Church, and the defendants,

New York Annual Conference of the **United** Methodist Church (NYAC)¹ and Thomas Bickerton. The plaintiff is a local church that is part of the **United** Methodist Church (UMC), a global religious organization consisting of thousands of local congregations worldwide. The defendant NYAC is an "annual conference," a religious entity that is part of the UMC and oversees local churches in its covered geographical region, which includes the Connecticut district of the NYAC, of which the plaintiff is a part. Overall, the UMC is governed according to a religious document, known as the Book of Discipline (BOD), which contains its laws and policies.



The background underlying this dispute was adequately summarized by the Supreme Court of Alabama in an analogous case concerning the UMC. "Under the [BOD]—the UMC's governing document—the general rule is that a local church may disaffiliate but the UMC retains title to the associated church property. Nevertheless, in 2019, amid increasing strife between local churches and the UMC over issues of [human] sexuality, the UMC created an exception to that rule by enacting ¶ 2553. Under that provision, the UMC gave local churches a 'limited right' to vote to disaffiliate from the UMC and retain their property if they were disaffiliating 'for reasons of conscience' related to 'the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals.' Paragraph 2553 specified that its unique disaffiliation process would expire on December 31, 2023." *Aldersgate United Methodist Church of Montgomery v. Conference of United Methodist Church, Inc.*, Docket No. SC-2023-0830, 2024 WL 2790269, *1 (Ala. May 31, 2024) (*Aldersgate*).

Specific to this action, the plaintiff's complaint alleges the following relevant facts. Paragraph 2553 gives local churches the right to disaffiliate from the denomination for reasons of conscience regarding the passing of the Traditional Plan to approach issues of human sexuality, "or the actions or inactions of its annual conference related to these issues which follow." Complaint, ¶¶ 31-32; see also BOD, ¶ 2553.1. The plaintiff conducted a vote on February 19, 2023, where it overwhelmingly elected to disaffiliate from the UMC pursuant to ¶ 2553 and it notified the defendants of this on February 20, 2023. By way of a letter from the district superintendent of the NYAC, Alpher Sylvester, dated February 20, 2023, the defendants notified the plaintiff that its request for disaffiliation was rejected because a February 1, 2023, deadline had been internally established for disaffiliation requests. On December 21, 2023, the plaintiff filed its complaint, raising five claims for relief. Specifically, the

plaintiff asks the court for a declaration that it has the right to disaffiliate from the defendants and shall be deemed to have disaffiliated from UMC upon the affirmative vote of a majority of Plaintiff's congregation, that any trust encumbering certain real property is terminated, and for a declaration that it controls such real property free from any interference of the defendants. It also asks the court to quiet its title to this real property and in the event the court finds that it conveyed the real property to the defendants, it asserts claims of quantum meruit and unjust enrichment.


*2 The defendants filed a motion to dismiss for lack of subject matter jurisdiction on February 2, 2024, along with a memorandum of law. On March 4, 2024, the plaintiff filed a memorandum of law in opposition to the defendants' motion to dismiss. The defendants filed a motion for leave to file a supplemental brief on April 26, 2024, which the plaintiff filed an objection to on May 1, 2024. The court has not considered the arguments in the motion for leave to file supplemental brief so no further argument on this matter was scheduled. The defendants filed a notice of supplemental authority on June 14, 2024. The court heard oral argument on the motion to dismiss on April 22, 2024.

DISCUSSION

"In general, a motion to dismiss is the proper procedural vehicle to raise a claim that the court lacks subject matter jurisdiction over the action."  *Bellman v. West Hartford*, 96 Conn. App. 387, 392, 900 A.2d 82 (2006). "A court deciding a motion to dismiss must determine not the merits of the claim or even its legal sufficiency, but rather, whether the claim is one that the court has jurisdiction to hear and decide." (Internal quotation marks omitted.)  *Hinde v. Specialized Education of Connecticut, Inc.*, 147 Conn. App. 730, 740-41, 84 A.3d 895 (2014).

"[T]he plaintiff bears the burden of proving subject matter jurisdiction, whenever and however raised." (Internal quotation marks omitted.) *Fort Trumbull Conservancy, LLC v. New London*, 265 Conn. 423, 430 n.12, 829 A.2d 801 (2003). "[I]t is the burden of the party who seeks the exercise of jurisdiction in his favor ... clearly to allege facts demonstrating that he is a proper party to invoke judicial resolution of the dispute.... It is well established that, in determining whether a court has subject matter jurisdiction, every presumption favoring jurisdiction should be indulged." (Internal quotation marks omitted.)

 *Financial Consulting, LLC v. Commissioner of Ins.*, 315 Conn. 196, 226, 105 A.3d 210 (2014).

"When a trial court decides a jurisdictional question raised by a pretrial motion to dismiss on the basis of the complaint alone, it must consider the allegations of the complaint in their most favorable light.... In this regard, a court must take the facts to be those alleged in the complaint, including those facts necessarily implied from the allegations, construing them in a manner most favorable to the pleader.... In contrast, if the complaint is supplemented by *undisputed facts* established by affidavits submitted in support of the motion to dismiss ... [or] other types of undisputed evidence ... the trial court, in determining the jurisdictional issue, may consider these supplementary undisputed facts and need not conclusively presume the validity of the allegations of the complaint.... If affidavits and/or other evidence submitted in support of a defendant's motion to dismiss conclusively establish that jurisdiction is lacking, and the plaintiff fails to undermine this conclusion with counteraffidavits ... or other evidence, the trial court may dismiss the action without further proceedings." (Citations omitted; emphasis in original; footnote omitted; internal quotation marks omitted.)  *Conboy v. State*, 292 Conn. 642, 651-52, 974 A.2d 669 (2009).


In their motion to dismiss, the defendants argue that the court lacks subject matter jurisdiction over this matter because first amendment principles regarding the rights of religious institutions to be free from state interference bar it from adjudicating the plaintiff's claims. Specifically, the defendants argue that because the court would need to make a determination regarding spiritual matters in order to analyze whether the plaintiff is entitled to a declaration as to disaffiliation, it is barred from reaching the issue pursuant to the first amendment of the federal constitution and article I, § 3 of our state constitution. They likewise argue that because the plaintiff largely relies on the BOD to support its claim regarding a declaration of property rights, the court is barred from reaching that issue for the same reason. The plaintiff maintains that no consideration of religious doctrine is required to grant it the declaratory relief it seeks.



A

General Principles – Religious Disputes



*3 "The first amendment to the **United** States


constitution, applicable to the states through the fourteenth amendment ... protects religious institutions from governmental interference with their free exercise of religion.... [T]he first amendment has been interpreted broadly to severely [circumscribe] the role that civil courts may play in resolving ... disputes concerning issues of religious doctrine and practice.... Under both the free exercise clause and the establishment clause, the first amendment prohibits civil courts from resolving disputed issues of religious doctrine and practice.... Under ‘excessive entanglement’ analysis, civil tort claims requiring courts to review and to interpret religious doctrine and practices are barred by the first amendment.” (Citations omitted; internal quotation marks omitted.)

 *Thibodeau v. American Baptist Churches of Connecticut*, 120 Conn. App. 666, 670-71, 994 A.2d 212, cert. denied, 298 Conn. 901, 3 A.3d 74 (2010).

“Freedom of religion is guaranteed not only to individuals but also to churches, and church organizations, which have power to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine.... At least since [ *Watson v. Jones*, 80 U.S. 679, 727, 20 L. Ed. 666 (1871)], the Supreme Court consistently has held that civil courts are prohibited by the first amendment from adjudicating disputes turning on church policy and administration or on religious doctrine and practice.... In short, [as a] general rule ... religious controversies are not the proper subject of civil court inquiry, and ... a civil court must accept the ecclesiastical decisions of church tribunals as it finds them.” (Citations omitted; footnote omitted; internal quotation marks omitted.)  *Id.*, 671-73.

“The constitution, however, does not immunize every church action from juridical review.... Courts have considered it constitutionally appropriate to resolve cases using neutral principles of law so long as they do not implicate or are not informed by religious doctrine or practice. Courts have properly resolved property disputes ... so long as the disputes may be resolved by the application of ordinary principles of property law and without resort to ecclesiastical matters.... Similarly, contractual matters, including employment disputes, may be resolved by the secular judicial system in other than religious contexts. Thus, ordinary business contracts may be litigated civilly, as may employment disputes with secular employees.... But the exception in cases where neutral principles of law may apply ought not swallow the first amendment rule: where conduct is prima facie protected by the first amendment, a party seeking secular court jurisdiction bears a burden to show that the controversy in issue is outside the constitutional bar.”

(Citations omitted.)  *Id.*, 673-75; see also  *Episcopal Church in Diocese of Connecticut v. Gauss*, 302 Conn. 408, 424-25, 28 A.3d 302 (2011) (recognizing that church property disputes can “be resolved” without considering “doctrinal matters” based on “neutral principles of law by examining the deeds to church property, local church charters, state statutes governing the holding of church property and the constitution and canons of the general church for language concerning the ownership and control of church property” in accordance with “objective, well-established concepts of trust and property law” (internal quotation marks omitted)), cert. denied, 567 U.S. 924, 132 S. Ct. 2773, 183 L. Ed. 2d 653 (2012).²

*4 Accordingly, our Supreme Court has held that “Connecticut courts should apply neutral principles of law in resolving future church property disputes”; *id.*, 430; and recently clarified that “the neutral principles of law doctrine permits civil courts to decide disputes arising in religious contexts, so long as they may be resolved solely by a secular legal analysis that does not implicate or [is] not informed by religious doctrine or practice.” (Internal quotation marks omitted.) *Tilsen v. Benson*, 347 Conn. 758, 774, 299 A.3d 1096 (2023). Further, our Appellate Court has endorsed use of the neutral principles of law approach in contract disputes involving churches. See *Thibodeau v. American Baptist Churches of Connecticut*, supra, 120 Conn. App. 677 (“Actions based on contract law centering on employment disputes between clergy and religious institutions can be litigated in civil courts only if neutral principles of law can be applied without entanglement with religious considerations. A church may make enforceable promises.... Courts, however, may not inquire into matters whose enforcement would require a searching and therefore impermissible inquiry into church doctrine.” (Citation omitted; internal quotation marks omitted.)); see also *Campbell v. Shiloh Baptist Church*, Superior Court, judicial district of Hartford, Docket No. CV-16-6067714-S (December 1, 2016, *Noble J.*) ( 63 Conn. L. Rptr. 526) (applying neutral principles of law to dispute involving expulsion from church).

B

Claims for Declaratory Relief

The Superior Court is empowered by statute to grant declaratory relief as a remedy in a civil action upon request of a party. [General Statutes § 52-29 \(a\)](#). “The purpose of a declaratory judgment action, as authorized

by [General Statutes § 52-29](#) and [Practice Book § \[17-55\]](#), is to secure an adjudication of rights where there is a substantial question in dispute or a substantial uncertainty of legal relations between the parties.... [Practice Book § 17-55](#) requires that the plaintiff be in danger of a loss or of uncertainty as to [its] rights or other jural relations and that there be a bona fide and substantial question or issue in dispute or substantial uncertainty of legal relations Thus, [d]eclaratory relief is a mere procedural device by which various types of substantive claims may be vindicated.” (Internal quotation marks omitted.) [Fiorita, Kornhaas & Co., P.C. v. Vilela](#), 219 Conn. App. 881, 888 n.10, 297 A.3d 236 (2023).

Our Supreme Court has “recognized that our declaratory judgment statute is unusually liberal. An action for declaratory judgment ... is a statutory action as broad as it well could be made.... Indeed, our declaratory judgment statute is broader in scope than ... the statutes in most, if not all, other jurisdictions ... and [w]e have consistently construed our statute and the rules under it in a liberal spirit, in the belief that they serve a sound social purpose.” (Internal quotation marks omitted.)

[Travelers Casualty & Surety Co. of America v. Netherlands Ins. Co.](#), 312 Conn. 714, 727, 95 A.3d 1031 (2014).

1

Declaratory Judgment as to Disaffiliation

The plaintiff claims that an actual and substantial dispute exists as to the legal relations that exist between the parties with respect to the plaintiff’s right to disaffiliate and asks the court to declare that it has the right to disaffiliate from the UMC and shall be deemed to have disaffiliated from the UMC upon a majority vote of its congregation. Complaint, First Claim for Relief.

At the outset, whether the plaintiff has a right to disaffiliate from the UMC upon a majority vote of its congregation, and should be declared disaffiliated, is not a property dispute. Rather, because the plaintiff asks the court to interpret the plain language of ¶ 2553 to discern its rights, the matter is more akin to a contract or bylaw dispute. The record, however, establishes that the BOD is not an ordinary contract or corporate bylaw,³ instead, it is a religious document that sets forth the doctrine and policies of a religious body, the UMC. Precedent from both the [United](#) States Supreme Court and our state

Supreme Court stands for the proposition that a court may rely on religious documents under the neutral principles of law approach, as long as doing so does not require the court to resolve an issue of religious doctrine. See [Jones v. Wolf](#), 443 U.S. 595, 604, 99 S. Ct. 3020, 61 L. Ed. 2d 775 (1979) (“The neutral-principles method ... requires a civil court to examine certain religious documents, such as a church constitution In undertaking such an examination, a civil court must take special care to scrutinize the document in purely secular terms, and not to rely on religious precepts”). Therefore, the court may examine § 2553 and interpret its provisions in accordance with the general principles of contract interpretation so long as the task does not implicate and is not informed by religious doctrine or practice. [Tilsen v. Benson](#), supra, 347 Conn. 774.⁴

*5 Consequently, the question is whether the language of ¶ 2553, interpreted as favorably to the plaintiff as possible, supports its request for declaratory relief regarding disaffiliation. But if the court’s analysis of the issue turns on questions of “church policy and administration or religious doctrine and practice,” the court is deprived of subject matter jurisdiction over the claim pursuant to the first amendment. [Thibodeau v. American Baptist Churches of Connecticut](#), supra, 120 Conn. App. 672.

Notably, the highest courts of at least two states, Alabama and Oklahoma, have determined that courts lack subject matter jurisdiction over a request for declaratory relief regarding a right to disaffiliate pursuant to ¶ 2553. See [Aldersgate](#), supra, 2024 WL 2790269; [Oklahoma Annual Conference of the United Methodist Church, Inc. v. Timmons](#), 2023 OK 101 13, 538 P.3d 163 (2023). The Oklahoma Supreme Court’s reasoning for doing so; see footnote 4 of this opinion; is not especially persuasive given that the [United](#) States Supreme Court has endorsed the examination and interpretation of religious instruments in the neutral principles of law approach to the extent that doing so does not require the court to resolve issues of church doctrine and policy. [Jones v. Wolf](#), supra, 443 U.S. 604. On the other hand, the analysis of Alabama’s Supreme Court in [Aldersgate](#) appears more instructive, because there, the court determined that to decide the relevant question regarding local churches’ right to disaffiliate based on § 2553, the trial court would have to adjudicate whether each of the churches had adequate “reasons of conscience regarding ... the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals.... Resolving those issues would inherently entail inquiry ... into the substantive criteria by which [courts] are supposedly to decide the ecclesiastical question—whether the churches’

reasons of conscience were sufficient for disaffiliation under ¶ 2553.... But [that] is exactly the inquiry that the [f]irst [a]mendment prohibits.” (Citations omitted; internal quotation marks omitted.) *Aldersgate*, supra, 2024 WL 2790269, *3.

In *Aldersgate*, the plaintiff’s request for declaratory relief regarding disaffiliation pursuant to ¶ 2553 was based on the claim that the defendant improperly required and rejected eligibility statements, an argument that inherently required the trial court to “review [the defendant’s] determinations about the religious adequacy of the churches’ eligibility statements.” *Id.*, *2. As such, in *Aldersgate*, the court recognized that considering the eligibility statement of a local church explaining reasons of conscience for disaffiliation clearly would have required the court to involve itself in prohibited ecclesiastical questions. The plaintiff here argues that the defendants denied the plaintiff’s request for a purely procedural reason—timeliness, specifically a deadline of which it had not been informed—thereby enabling the court to resolve the issues on a purely neutral principles analysis. However, the plaintiff is not just seeking the court to grant it the right to go through the disaffiliation process, but it specifically also seeks a declaration that it shall be deemed to have disaffiliated from UMC upon the affirmative vote of a majority of the plaintiff’s congregation. Complaint ¶ 54. Therefore, the court here must review the language of ¶ 2553 to determine if interpreting its provisions implicates or requires considering religious doctrine akin to the eligibility statement in *Aldersgate*. *Tilsen v. Benson*, supra, 347 Conn. 774.

*6 Paragraph 2553, titled “Disaffiliation of a Local Church Over Issues Related to Human Sexuality,” contains five provisions, numbered one through five. Defense Memorandum, Exhibit A-2. The relevant provisions in this case are those numbered one through three, respectively titled “Basis,” “Time Limits” and “Decision Making Process.”

The “Basis” provision provides that: “Because of the current deep conflict within the [UMC] around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the [BOD] related to the practice of homosexuality or the orientation or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” (Emphasis added.)

The “Time Limits” provision provides that: “The choice by a local church to disaffiliate with the [UMC] under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of [this section] expire on December 31, 2023 and shall not be used after that date.”

The “Decision Making Process” provision provides that: “The church conference shall be conducted in accordance with ¶ 248 [of the BOD] and shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference. In addition to the provisions of ¶ 246.8, special attention shall be made to give broad notice to the full professing membership of the local church regarding the time and place of a church conference called for this purpose and to use all means necessary, including electronic communication where possible, to communicate. The decision to disaffiliate from the [UMC] must be approved by a two-thirds (2/3) majority vote of the professing members of the local church present at the church conference.”

The language of ¶ 2553 is clear. A local church possesses a “limited right” to disaffiliate from the UMC for “reasons of conscience” related to certain doctrinal changes to the BOD. ¶ 2553 (1). Any local church that exercises this right must have its decision approved by way of a two-thirds majority vote of its congregation. ¶ 2553 (3). The procedure was available to local churches so long as the request was made with “sufficient time” to disaffiliate prior to December 31, 2023. ¶ 2553 (2).

Although the BOD itself does not state what constitutes “sufficient time” within the meaning of ¶ 2553 (2), the submissions of the defendant establish that a local church requesting disaffiliation needed enough time to undergo a “discernment process,” which required “several months to complete” and needed to have begun before February 1, 2023. Defense Memorandum, Exhibit A-3; see also *id.*, Exhibit A (affidavit of Sylvester states that “a period of discernment” was required as part of disaffiliation process, which involves contemplation and examination of the request with congregation leadership, who “walk with local parish leaders along the pathway of disaffiliation to discern whether departure from the general church is warranted”). The plaintiff did not submit counteraffidavits or other materials refuting the allegation that a discernment period was required as part of the “sufficient time” component of the disaffiliation process. *Conboy v. State*, supra, 292 Conn. 651-52 (at motion to dismiss stage, a party may refute a fact

established by an affidavit through use of counteraffidavits). Regardless of when the defendants assert the cutoff date was, their denial of the plaintiff's request was based on a lack of "sufficient time" pursuant to ¶ 2553 (2); see Defense Memorandum, Exhibit A-3; and they have established as an undisputed fact that this was because of a discernment period that local churches seeking disaffiliation were required to undergo.

*7 Under these circumstances, where the defendants have established as an undisputed fact that a discernment period existed that required local church leaders to "walk with local parish leaders along the pathway of disaffiliation to discern whether departure from the general church is warranted"; Defense Memorandum, Exhibit A; resolving the question of whether the plaintiff made its request with "sufficient time" to complete disaffiliation under the BOD would entail an explicit inquiry into "church policy and administration" *Thibodeau v. American Baptist Churches of Connecticut*, supra, 120 Conn. App. 672. To be sure, because the plaintiff did not submit materials calling into dispute whether a discernment period was required for there to be "sufficient time" to disaffiliate, the defendants have established the existence of such a requirement as an undisputed fact. Therefore, the plaintiff's request for declaratory relief essentially asks the court to decide that there was "sufficient time" for the parties to undergo a discernment period and for disaffiliation to be completed by declaring it to be disaffiliated. In the context of the required discernment period, such a declaration unquestionably requires the court to resolve a question of church policy and administration.⁵ Namely, what constitutes sufficient time to begin the discernment period and complete the process of disaffiliation.

The court notes that although the plaintiff argues it was not notified of the deadline to submit its request to disaffiliate and asks the court to retain jurisdiction on a theory of fundamental fairness, the court does not have jurisdiction to provide the relief it requests—a declaratory judgment deeming it disaffiliated by a two-thirds majority vote of its congregation. The court simply may not adjudicate the claim by applying only neutral principles of law because resolution of a question of church policy and administration would be required in violation of the first amendment. Thus, analyzing whether the requested declaratory relief regarding disaffiliation could be granted would clearly and impermissibly entangle the court in questions of religious doctrine and policy. Accordingly, the court is deprived of subject matter jurisdiction over the plaintiff's request for declaratory relief regarding disaffiliation.

2

Declaratory Judgment as to Property Rights

The plaintiff claims that an actual and substantial dispute exists as to the legal relations that exist between the parties with respect to the ownership and/or control of certain real property, and asks the court to declare that any trust encumbering the real property has been terminated and that it "is entitled to the quiet, exclusive, uninterrupted, and peaceful possession of its properties (real and personal) that it owns or controls" free from the encumbrance of a trust or the interference of the defendants. Complaint, Third Claim for Relief, ¶ 73; see also Complaint, Prayer for Relief, ¶ 1 (d).

As previously discussed, our Supreme Court has held that trial courts "should apply neutral principles of law in resolving ... church property disputes." *Episcopal Church in Diocese of Connecticut v. Gauss*, supra, 302 Conn. 430. Accordingly, when resolving such a dispute, the court may consider "the deeds to church property, local church charters, state statutes governing the holding of church property and the constitution and canons of the general church for language concerning the ownership and control of church property." *Id.*, 424. Therefore, unless the plaintiff's claims require the court to engage in questions of religious doctrine, the court retains jurisdiction over the plaintiff's real property claims because federal and state case law clearly endorse applying neutral principles of law to such a dispute. Importantly, however, our Supreme Court also recognized that **United** States Supreme Court precedent "not only gave general churches explicit permission to create an express trust in favor of the local church but stated that civil courts would be *bound* by such a provision, as long as the provision was enacted *before* the dispute occurred." (Emphasis in original.) *Id.*, 446. But *Gauss* dealt with a motion for summary judgment, not a motion to dismiss where the court is required to view the allegations in the light most favorable to the plaintiff, unless otherwise proven beyond dispute by way of affidavits. *Conboy v. State*, supra, 292 Conn. 651-52. Indeed, the *Gauss* court did not determine that the analysis itself deprived the court of jurisdiction, which is what the defendants here essentially claim.

*8 The plaintiff alleges in its complaint that it owns certain real property, to wit, 1229 Albany Avenue in Hartford and 33 Colebrook Street in Hartford. Complaint,

Second Claim for Relief, ¶¶ 56, 58. It also claims that it controls certain real property located at 1205 Albany Avenue in Hartford. Id., ¶ 57. The plaintiff further alleges that it possesses the deeds to 1229 Albany Avenue and 33 Colebrook Street. Id., ¶ 62. On the other hand, the affidavit submitted by the defendants asserts that all properties operated by local churches bound by the BOD are held in an express trust created by the document. Defense Memorandum, Exhibit A. The defendants also submitted ¶ 2501 of the BOD, which provides that all properties of local churches that are part of the UMC are held in trust for the benefit of the entire denomination. Id., Exhibit A-1. With respect to the defendants' assertion regarding an express trust, the plaintiff claims that "any denominational trust has been terminated." Complaint, Second Claim for Relief, ¶ 61 (a).

In order to determine whether the declaratory relief requested by the plaintiff can be granted, the court would need to examine the deeds to the real property at issue, as well as the language of ¶ 2501 to determine whether the paragraph creates an express trust. The jurisdictional question, however, is whether doing so would impermissibly entangle the court with religious affairs. *Thibodeau v. American Baptist Churches of Connecticut*, supra, 120 Conn. App. 677. Based on the language of ¶ 2501 (1), which states in relevant part that "[a]ll properties of ... local churches ... are held, *in trust*, for the benefit of the entire domination, and ownership and usage of church property is subject to the [BOD]," the court could make such a determination without reaching any religious affairs. See also ¶ 2501 (2) ("[t]he trust is and always has been irrevocable"). This is true because nothing in the language that ostensibly created the claimed trust requires the court to consider any religious doctrine or affairs. Therefore, the court could simply examine the relevant deeds for indications of ownership, and then apply the "objective, well-established concepts of trust and property law"; (internal quotation marks omitted) *Connecticut v. Gauss*, supra, 302 Conn. 408, 424-25; in order to determine whether ¶ 2501 created an express trust encumbering the plaintiff's real property.

Under these circumstances, the purported existence of an express trust in the BOD is not a fact that deprives the court of subject matter jurisdiction, because to determine whether such a trust exists, the court can apply neutral principles of trust and property law without any consideration of religious doctrine. *Tilsen v. Benson*, supra, 347 Conn. 774. Even if the court was to determine at this stage that such an express trust does exist, this finding would not be grounds to grant the defendants' motion to dismiss because it does not implicate the court's jurisdiction; only an impermissible analysis of

religious doctrine or policy does so. See *Connecticut v. Gauss*, supra, 302 Conn. 432-51 (affirming grant of motion for summary judgment after applying neutral principles of law and examining deeds and church documents in church property dispute where express trust was claimed without raising any jurisdictional issues).⁶

This conclusion mirrors that of the Alabama Supreme Court in an analogous case concerning ¶ 2553. See *Ex parte Alabama-West Florida Conference of United Methodist Church, Inc.*, Docket No. SC-2023-0385, 2024 WL 1592375 (Ala. April 12, 2024). In that case, the plaintiff sought declaratory relief regarding his property rights under circumstances similar to this matter and the defendants filed a motion to dismiss for lack of subject matter jurisdiction arguing, like the defendants here do, that the dismissal was required because adjudicating the dispute required the court to consider religious doctrine. Id., *1, *6. The Alabama Supreme Court concluded that "by arguing that ecclesiastical, rather than civil, law governs whether a valid trust in favor of the UMC exists in this case, the [defendants] have ... misread—and misapplied—the many federal and Alabama decisions that have consistently held that civil courts must decide disputes concerning church property by looking at so-called neutral principles of law and not resolv[ing] the underlying controversies over religious doctrine." (Internal quotation marks omitted.) Id., *12.

*9 Like in *Ex parte Alabama-West Florida Conference of United Methodist Church, Inc.*, the defendants in this case "have not cited a single [binding state] case holding that the [f]irst [a]mendment bars a trial court from adjudicating a church-related dispute over real property by consider[ing], in purely secular terms, the language of the deed[], the charter of the local church, any applicable state statutes, and any relevant provisions contained in the discipline of the national church." (Internal quotation marks omitted.) Id. They have also failed to demonstrate that examination of the relevant documents requires an impermissible analysis of religious doctrine or policy.

Thus, because doing so does not require the court to analyze religious doctrine or interpret provisions of the BOD concerning spirituality, the court retains subject matter jurisdiction and can apply neutral principles of law to the plaintiff's claim for declaratory relief regarding certain property rights.

C

Other Claims for Relief

2

1

Quiet Title Claim

The plaintiff claims that given the defendants' assertion that the certain real property at issue is held in an irrevocable trust pursuant to ¶ 2501, it is entitled to have its title to such real property quieted because the deeds to 1229 Albany Avenue and 33 Colebrook Street do not contain trust language. Complaint, Second Claim for Relief.

"The essential elements of a quiet title action comprise a statement of the plaintiff's ownership of the land described or of an interest in it, and of his title thereto ... [and a contrary claim] that his title or interest is in controversy, that is, that it is so effected by claims of the defendant as to justify the litigation." (Internal quotation marks omitted.) [Geiger v. Carey](#), 170 Conn. App. 459, 495-96, 154 A.3d 1093 (2017). In an action to quiet title, the court may consider deeds and any other relevant evidence. See, e.g., [Sokoloski v. McCorison](#), 108 Conn. App. 296, 301-03, 947 A.2d 1022 (2008) (affirming result in quiet title action where trial court examined deeds in chain of title and application for a building permit by landowner's predecessor in interest); [U.S. Bank National Assn. v. Palmer](#), 88 Conn. App. 330, 337, 869 A.2d 666 (2005) (holding trial court was permitted to consider deed and map of conveyance in action to quiet title).

Much like the plaintiff's claim for a declaration regarding the relevant real property, the action to quiet title asserted in its complaint requires the court to examine the property deeds and the language of ¶ 2501 to determine whether an irrevocable trust exists that encumbers the plaintiff's title. As previously discussed, the court's analysis of the relevant deeds and the pertinent language in ¶ 2501 does not involve consideration of religious doctrine, but only requires it to apply neutral principles of law, specifically the "objective, well-established concepts of trust and property law" that apply to an action to quiet title. (Internal quotation marks omitted.) [Connecticut v. Gauss](#), *supra*, 302 Conn. 408, 424-25. Accordingly, the court retains subject matter jurisdiction over the plaintiff's quiet title claim.

Quantum Meruit & Unjust Enrichment Claims

The plaintiff sets forth claims of quantum meruit and unjust enrichment, based on the notion that if the defendants are permitted to retain the relevant real and personal property and/or to have conveyed the real property to the defendants after the plaintiff disaffiliates, it will have conveyed a benefit onto the defendants that will unjustly enrich them and that was not meant to be conveyed gratuitously or officiously. Complaint, Fourth Claim for Relief & Fifth Claim for Relief. As alleged, these claims apply only if the court rejects the plaintiff's other claims concerning real property.

*10 "[Q]uantum meruit and unjust enrichment are common-law principles of restitution; both are noncontractual means of recovery without [a] valid contract.... Quantum meruit is usually a remedy based on implied contract and usually relates to the benefit of work, labor or services received by the party who was unjustly enriched, whereas unjust enrichment relates to a benefit of money or property ... and applies when no remedy is available based on the contract.... The lack of a remedy under a contract is a precondition to recovery based on unjust enrichment or quantum meruit." (Citations omitted; internal quotation marks omitted.) [BHP Land Services, LLC v. Seymour](#), 137 Conn. App. 165, 169, 47 A.3d 950, cert. denied, 307 Conn. 927, 55 A.3d 569 (2012).

As these conditional claims essentially allege the existence of an implied or constructive contract between the parties, they constitute a contract dispute. As previously mentioned, our Appellate Court has endorsed the use of the neutral principles of law approach in church contract disputes, albeit in the different context of an employment contract. See [Thibodeau v. American Baptist Churches of Connecticut](#), *supra*, 120 Conn. App. 677 ("A church may make enforceable promises.... Courts, however, may not inquire into matters whose enforcement would require a searching and therefore impermissible inquiry into church doctrine." (Citation omitted; internal quotation marks omitted.)). Nothing in the complaint indicates that resolving these claims involves inquiring into religious doctrine. The relevant allegations concerning these claims do not cite to the BOD or any other religious document. Similarly, the defendants do not offer any explicit reasons in their briefing why these implied contract claims would require the court to inquire into religious doctrine, as opposed to simply applying neutral principles of contract law. The court therefore retains subject matter jurisdiction over the plaintiff's

quantum meruit and unjust enrichment claims.

respects.

All Citations

Not Reported in Atl. Rptr., 2024 WL 3873499

CONCLUSION

For the foregoing reasons, the defendants' motion to dismiss the plaintiff's complaint is granted as to the plaintiff's first claim for relief and denied in all other

Footnotes

¹ The plaintiff incorrectly named the defendant as New York Annual Conference of the **United** Episcopal Church in its complaint. The defendants waived jurisdictional challenges on this basis and did not object to the court permitting the plaintiff to correct its mistake.

² “The ‘neutral principles of law’ approach was first mentioned approvingly by the **United** States Supreme Court in [Presbyterian Church in **United** States v. Mary Elizabeth Blue Hull Memorial Presbyterian Church](#), 393 U.S. 440, 89 S. Ct. 601, 21 L. Ed. 2d 658 (1969). In that case, the Supreme Court noted that ‘there are neutral principles of law, developed for use in all property disputes, which can be applied without “establishing” churches to which property is awarded.’ [[Id.](#), 449]. A year later, the Supreme Court upheld a Maryland court’s application of the ‘neutral principles of law’ approach to a church-property dispute. [Maryland & Virginia Eldership of Churches of God v. Church of God at Sharpsburg Inc.](#), 396 U.S. 367, 90 S. Ct. 499, 24 L. Ed. 2d 582 (1970).” *Ex parte Alabama-West Florida Conference of **United** Methodist Church, Inc.*, Docket No. SC-2023-0385, 2024 WL 1592375, *7 n.5 (Ala. April 12, 2024).

The approach is one of two doctrines that the **United** States Supreme Court has endorsed using to resolve church property disputes. See A. Alderman, *Where’s the Wall?: Church Property Disputes Within the Civil Courts and the Need for Consistent Application of the Law*, 39 Ga. L. Rev. 1027, 1039 (2005).

³ Although the plaintiff claims in its memorandum of law in opposition to the motion to dismiss that the law governing corporate bylaws is applicable here, its complaint is devoid of any claim that the BOD constitutes the UMC’s bylaws. Conversely, the affidavit submitted in support of the defendants’ motion establishes that the BOD sets forth the laws and policies of the UMC.

⁴ The court notes that in [Oklahoma Annual Conference of the **United** Methodist Church, Inc. v. Timmons](#), 2023 OK 101, ¶¶ 12, 13, 538 P.3d 163 (2023), the Oklahoma Supreme Court concluded that it could not analyze the provisions of § 2553 in an analogous request for declaratory relief because the claim that the UMC “violated its own procedures” regarding disaffiliation in § 2553 “cannot be decided without interpreting the [BOD]” and “[a]s the [BOD] is a governing church document, its interpretation is an ecclesiastical issue.” This determination, however, appears to be inconsistent with *Jones*, and the court agrees with the concurrence of Chief Justice Kane in that case, recognizing that “[c]ourts ... may review provisions of the [BOD] concerning the ownership of property provided the references do not speak to religious doctrine or practice.” (Internal quotation marks omitted.) *Id.*

- ⁵ The court notes that had the plaintiff requested only a declaration that it has a right to engage in the disaffiliation process pursuant to ¶ 2553, the court may have plausibly retained jurisdiction over such a claim.
- ⁶ If, however, the record demonstrates that there is no genuine issue of material fact that the BOD created an express trust, that would be grounds to grant a motion for summary judgment as to this claim. See *Connecticut v. Gauss*, supra, 302 Conn. 432-51.

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