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JARDYN M. HALL judgeashsa@gmail.com

April 21, 2022

Harry Johnson Obion County Circuit Court Clerk 7 Bill Burnett Circle P.O. Box 606 Union City, TN 38281

Re:

First Methodist Church of Union City, Inc. v.

Memphis Annual Conference of the United Methodist Church,

Obion County Circuit Case No. CC-21-CV-32

Dear Mr. Johnson:

Please find enclosed an <u>Order on Motion to Dismiss</u> for filing in the above-styled case. I have mailed and emailed the attorneys a copy, as well. Should you have any questions or concerns, please feel free to contact me.

With kindest regards,

Muttall

Jardyn Morgan Hall

IN THE CIRCUIT COURT FOR OBION COUNTY, TENNESSEE

FIRST METHODIST CHURCH OF UNION CITY, INC.	
Plaintiff,	
v.)	Case No. CC-21-CV-32 JURY DEMANDED
MEMPHIS ANNUAL CONFERECE	
OF THE UNITED METHODIST CHURCH	
Defendant.	

ORDER ON MOTION TO DISMISS

This matter came before the Court on April 11, 2022, via Zoom videoconference upon the Defendant's Motion to Dismiss and Memorandum in Support filed on December 29, 2021. Plaintiff filed a Response and Brief in Opposition to Defendant's Motion to Dismiss on February 14, 2022. Based on the arguments of Counsel and all applicable legal authority, the Court makes the following findings of fact and conclusions of law:

FINDINGS OF FACT

- 1. This case involves the Plaintiff (First Methodist Church of Union City) and Defendant (Memphis Annual Conference of the United Methodist Church) non-profit corporation, who dispute certain issues and monetary obligations related to Plaintiff seeking disaffiliation from Defendant's corporation/conference. (Complaint, Pg. 1-2)
- 2. Plaintiff is part of the overall denomination of the "United Methodist Church" which is not a legal entity as a whole, rather conferences, councils, boards, agencies, or local churches

- bearing the name "United Methodist" are, for the most part, legal entities. (Complaint, Pg. 3, No. 5)
- 3. Defendant is a regional conference and holds an Annual Meeting conference-wide, of which Plaintiff church is a member. (Complaint, Pg. 15-17)
- 4. At a Charge Conference held June 24, 2021, Plaintiff's members of the church voted eighty-one percent (81%) in favor of disaffiliating from the United Methodist Church. (Complaint, Pg. 32, No. 86)
- 5. In July or August of 2021, the parties discussed in few communications the obligations Defendant sought Plaintiff to remedy concerning disaffiliation and Plaintiff's disagreement and attempt to negotiate what Defendant believes to be due based under the Book of Discipline's provisions. (Complaint, Pg. 33, No. 87-88; Exhibit A)
- 6. Various provisions of the denomination's Book of Discipline are cited in both parties' pleadings as a basis or explanation for the facts surrounding this case, particularly ¶ 2553. (Complaint, Pg. 20-33; Motion to Dismiss, Exhibit A)
- 7. ¶ 2553 (Page 776) of the Book of Discipline provides:

Section VIII. Disaffiliation of Local Churches Over Issues Related to Human Sexuality

- 1. Basis—Because of the current deep conflict within The United Methodist Church around issues of human sexuality, a local church shall have a limited right, under the provisions of this paragraph, to disaffiliate from the denomination for reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.
- 2. *Time Limits*—The choice by a local church to disaffiliate with The United Methodist Church under this paragraph shall be made in sufficient time for the process for exiting the denomination to be complete prior to December 31, 2023. The provisions of ¶ 2553 expire on December 31, 2023, and shall not be used after that date.

- 3. Decision Making Process—The church conference shall be conducted in accordance with ¶ 248 and shall be held within one hundred twenty (120) days after the district superintendent calls for the church conference. In addition to the provisions of ¶ 246.8, special attention shall be made to give broad notice to the full professing membership of the local church regarding the time and place of a church conference called for this purpose and to use all means necessary, including electronic communication where possible, to communicate. The decision to disaffiliate from The United Methodist Church must be approved by a two-thirds (2/3) majority vote of the professing members of the local church present at the church conference.
- 4. Process Following Decision to Disaffiliate from The United Methodist Church—If the church conference votes to disaffiliate from The United Methodist Church, the terms and conditions for that disaffiliation shall be established by the board of trustees of the applicable annual conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor. The terms and conditions, including the effective date of disaffiliation, shall be memorialized in a binding Disaffiliation Agreement between the annual conference and the trustees of the local church, acting on behalf of the members. That agreement must be consistent with the following provisions:
 - a) Standard Terms of the Disaffiliation Agreement. The General Council on Finance and Administration shall develop a standard form for Disaffiliation Agreements under this paragraph to protect The United Methodist Church as set forth in ¶ 807.9. The agreement shall include a recognition of the validity and applicability of ¶ 2501, notwithstanding the release of property therefrom. Annual conferences may develop additional standard terms that are not inconsistent with the standard form of this paragraph.
 - b) Apportionments. The local church shall pay any unpaid apportionments for the 12 months prior to disaffiliation, as well as an additional 12 months of apportionments. (emphasis added)
 - c) Property. A disaffiliating local church shall have the right to retain its real and personal, tangible and intangible property. All transfers of property shall be made prior to disaffiliation. All costs for transfer of title or other legal work shall be borne by the disaffiliating local church.
 - d) Pension Liabilities. The local church shall contribute withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. The General Board of Pension and Health Benefits shall determine the aggregate funding obligations of the annual conference using market factors similar to a commercial annuity provider, from which the annual conference will determine the local church's share. (emphasis added)

- e) Other Liabilities. The local church shall satisfy all other debts, loans, and liabilities, or assign and transfer them to its new entity, prior to disaffiliation.
- f) Payment Terms. Payment shall occur prior to the effective date of departure.
- g) Disaffiliating Churches Continuing as Plan Sponsors of the General Board of Pension and Health Benefits Plans. The United Methodist Church believes that a local church disaffiliating under ¶ 2553 shall continue to share common religious bonds and convictions with The United Methodist Church based on shard Wesleyan theology and tradition and Methodist roots, unless the local church expressly resolves to the contrary. As such, a local church disaffiliating under ¶ 2553 shall continue to be eligible to sponsor voluntary employee benefit plans through the General Board of Pension and Health Benefits under ¶ 1504.2, subject to the applicable terms and conditions of the plans.
- h) Once the disaffiliating local church has reimbursed the applicable annual conference for all funds due under the agreement, and provided that there are no other outstanding liabilities or claims against The United Methodist Church as a result of the disaffiliation, in consideration of the provisions of this paragraph, the applicable annual conference shall release any claims that it may have under ¶ 2501 and other paragraphs of The Book of Discipline of The United Methodist Church commonly referred to as to trust clause, or under the agreement.

(Exhibit A to Motion to Dismiss, Discipline)

- 8. Five of six counts in Plaintiff's Complaint seek declaratory judgments related to the (Count 1) pension plan, (Count 2) valuation of aggregate unfunded pension obligations, (Count 3) breach of fiduciary duty related to the pension plan, (Count 5) apportionment payments, and (Count 6) breach of the Trust Clause. (Complaint, Pg. 34-44)
- 9. Count 4 of Plaintiff's Complaint seeks for the Court to find Defendant is estopped from holding Plaintiff liable for any unfunded pension plan. (Complaint, Pg. 40)

CONCLUSIONS OF LAW

Rule 12.02- Tennessee Rules of Civil Procedure

A motion to dismiss for lack of subject matter jurisdiction falls within the purview of Tenn. R. Civ. P. 12.02(1). Challenges to a court's subject matter jurisdiction call into question the court's "lawful authority to adjudicate a controversy brought before it," *Northland Ins. Co. v. State*, 33 S.W.3d 727, 729 (Tenn.2000), and, therefore, should be viewed as a threshold inquiry. *Schmidt v. Catholic Diocese of Biloxi*, 2008–CA–00416–SCT (¶ 13), 18 So.3d 814, 821 (Miss.2009). Whenever subject matter jurisdiction is challenged, the burden is on the plaintiff to demonstrate that the court has jurisdiction to adjudicate the claim. *See Staats v. McKinnon*, 206 S.W.3d 532, 543 (Tenn.Ct.App.2006); 1 Lawrence A. Pivnick, Tennessee Circuit Court Practice § 3:2 (2011 ed.) ("Pivnick"). *Redwing v. Cath. Bishop for Diocese of Memphis*, 363 S.W.3d 436, 445 (Tenn. 2012).

Litigants may take issue with a court's subject matter jurisdiction using either a facial challenge or a factual challenge. *See, e.g., Schutte v. Johnson*, 337 S.W.3d 767, 769–70 (Tenn.Ct.App.2010); *Staats v. McKinnon*, 206 S.W.3d at 542.5 A facial challenge is a challenge to the complaint itself. *See Schutte v. Johnson*, 337 S.W.3d at 769. Thus, when a defendant asserts a facial challenge to a court's subject matter jurisdiction, the factual allegations in the plaintiff's complaint are presumed to be true. *See, e.g., Staats v. McKinnon*, 206 S.W.3d at 542–43.

Alternatively, "[a] factual challenge denies that the court actually has subject matter jurisdiction as a matter of fact even though the complaint alleges facts tending to show jurisdiction." *Staats v. McKinnon*, 206 S.W.3d at 543. Thus, the factual challenge "attacks the facts serving as the basis for jurisdiction." *Schutte v. Johnson*, 337 S.W.3d at 770.6. *Redwing*, 363 S.W.3d at 445–46.

"A Rule 12.02(6) motion [to dismiss for failure to state a claim] challenges only the legal sufficiency of the complaint, not the strength of the plaintiff's proof or evidence." Webb v. Nashville Area Habitat for Humanity, Inc., 346 S.W.3d 422, 426 (Tenn. 2011) (citations omitted). "A defendant who files a motion to dismiss 'admits the truth of all of the relevant material allegations contained in the complaint, but . . . asserts that the allegations fail to establish a cause of action." Id. (citations omitted). "In considering a motion to dismiss, courts 'must construe the complaint liberally, presuming all factual allegations to be true and giving the plaintiff the benefit of all reasonable inferences." Id. (citations omitted).

Ecclesiastical Abstention Doctrine

The ecclesiastical abstention doctrine, also known as the church autonomy doctrine, expressly precludes Tennessee courts from adjudicating "questions of discipline, or of faith, or ecclesiastical rule, custom, or law." *Watson v. Jones*, 80 U.S. (13 Wall.) 679, 727 (1871).

In Watson, the United States Supreme Court specifically provided:

In this country[,] ... [t]he law knows no heresy, and is committed to the support of no dogma, the establishment of no sect. The right to organize voluntary religious associations to assist in the expression and dissemination of any religious doctrine, and to create tribunals for the decision of controverted questions of faith within the association, and for the ecclesiastical government of all the individual members, congregations, and officers within the general association, is unquestioned. All who unite themselves to such a body do so with an implied consent to this government, and are bound to submit to it. But it would be a vain consent and would lead to the total subversion of such religious bodies, if any one aggrieved by one of their decisions could appeal to the secular courts and have them reversed. It is of the essence of these religious unions, and of their right to establish tribunals for the decision of questions arising *447 among themselves, that those decisions should be binding in all cases of ecclesiastical cognizance, subject only to such appeals as the organism itself provides for.

Nor do we see that justice would be likely to be promoted by submitting those decisions to review in the ordinary judicial tribunals. Each of these large and influential bodies (to mention no others, let reference be had to the Protestant Episcopal, the Methodist Episcopal, and the Presbyterian churches), has a body of constitutional and ecclesiastical law of its own, to be found in their written organic laws, their books of discipline, in their collections of precedents, in their usage and customs, which as to each constitute a system of ecclesiastical law and religious faith that tasks the ablest minds to become familiar with. It is not to be supposed that the judges of the civil courts can be as competent in the ecclesiastical law and religious faith of all these bodies as the ablest men in each are in reference to their own. It would therefore be an appeal from the more learned tribunal in the law which should decide the case, to one which is less so.

Watson v. Jones, 80 U.S. 679, 13 Wall. 679, 728-29, 20 L.Ed. 666 (1872).

Returning to *Watson v. Jones* eight decades later, the United States Supreme Court noted that:

[t]he opinion radiates ... a spirit of freedom for religious organizations, an independence from secular control or manipulation, in short, power to decide for themselves, free from state interference, matters of church government as well as those of faith and doctrine. Freedom to select the clergy ...7 we think, must now be said to have federal constitutional protection as a part of the free exercise of religion against state interference.

Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am., 344 U.S. 94, 116, 73 S.Ct. 143, 97 L.Ed. 120 (1952).

In a later case involving a dispute over the ownership of church property between local churches and a national organization, the United States 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." *Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. 440, 442, 449, 89 S.Ct. 601, 21 L.Ed.2d 658 (1969). However, the Court added that:

First Amendment values are plainly jeopardized when church property litigation is made to turn on the resolution by civil courts of controversies over religious doctrine and practice. If civil courts undertake to resolve such controversies in order to adjudicate the property dispute, the hazards are ever present of inhibiting the free development of religious doctrine and of implicating secular interests in matters of purely ecclesiastical concern.

Presbyterian Church in U.S., 393 U.S. at 449, 89 S.Ct. 601. Based on this holding, the United States Supreme Court determined that the Georgia Supreme Court violated the First Amendment by exercising jurisdiction over a property dispute that required it to rule upon two disputed religious questions. *Id.*

In 1976, echoing its holdings in *Watson, Kedroff,* and *Presbyterian Church in United States*, the United States Supreme Court noted that "civil courts are bound to accept the decisions of the highest judicatories of a religious organization of hierarchical polity on matters of discipline, faith, internal organization, or ecclesiastical rule, custom, or law" and that a civil court in the United States must leave "ecclesiastical decisions ... as it finds them" because they lack jurisdiction to decide "religious controversies." *Serbian E. Orthodox Diocese for U.S. and Can. v. Milivojevich*, 426 U.S. at 713, 96 S.Ct. 2372. *Redwing v. Cath. Bishop for Diocese of Memphis*, 363 S.W.3d 436, 448 (Tenn. 2012).

The courts do not inhibit the free exercise of religion simply by opening their doors to a suit involving a religious organization. *Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. at 449, 89 S.Ct. 601. Thus, the weight of authority recognizes that religious institutions are not above the law, *see e.g., Skrzypczak v. Roman Catholic Diocese of Tulsa*, 611 F.3d 1238, 1244–45 (10th Cir.2010) (*quoting Rayburn v. General Conference of Seventh–Day Adventists*, 772 F.2d 1164, 1171 (4th Cir.1985)), and that, like other

societal institutions, they may be amenable to suits involving property rights, torts, and criminal conduct.¹

In civil cases, the ecclesiastical abstention doctrine is implicated only when the alleged improper conduct that gave rise to the lawsuit is "rooted in religious belief." *Bryce v. Episcopal Church in the Diocese of Colo.*, 289 F.3d 648, 657 (10th Cir.2002); *McKelvey v. Pierce*, 173 N.J. 26, 800 A.2d 840, 851 (2002). Adjudication of disputes by state courts is appropriate in matters involving religious institutions, as long as the court can resolve the dispute by applying neutral legal principles and is not required to employ or rely on religious doctrine to adjudicate the matter.²

RULING

In the Motion to Dismiss, Defendant argues Plaintiff's Complaint asks the Court to decide matters in violation of the First Amendment of the United States Constitution, specifically the "ecclesiastical abstention doctrine."

¹ See e.g., Dobrota v. Free Serbian Orthodox Church St. Nicholas, 952 P.2d at 1195; Thibodeau v. American Baptist Churches of Conn., 120 Conn.App. 666, 994 A.2d 212, 219 (2010); Higgins v. Maher, 210 Cal.App.3d 1168, 258 Cal.Rptr. 757, 758 (1989); Tran v. Fiorenza, 934 S.W.2d 740, 743 (Tex.Ct.App.1996); see also Moses v. Diocese of Colo., 863 P.2d 310, 320 (Colo.1993) (indicating that religious institutions do not have "broad immunity against being sued in civil courts").

² See Jones v. Wolf, 443 U.S. at 602–07, 99 S.Ct. 3020; New York Annual Conference of United Methodist Church v. Fisher, 182 Conn. 272, 438 A.2d 62, 68 (1980) (holding that "[i]t is now well established that state judicial intervention is justified when it can be accomplished by resort to neutral principles of law ... that eschew consideration of doctrinal matters such as the ritual and liturgy of worship or the tenets of faith."); McKelvey v. Pierce, 800 A.2d at 856 (holding that the First Amendment does not apply if "the dispute can be resolved by the application of purely neutral principles of law and without impermissible government intrusion (e.g., where the church offers no religious-based justification for its actions and points to no internal governance rights that would actually be affected)"); Lacy v. Bassett, 132 S.W.3d 119, 123 (Tex.Ct.App.2004) (noting that "a state may adopt an approach, including neutral principles of law, for resolving church disputes that do not involve consideration of doctrinal matters"). Id.

The Court finds the first twenty-five (25) pages of Plaintiff's Complaint contain an unnecessarily detailed background of the denomination itself, the parties, and provisions of the Book of Discipline. While the Court appreciates this history, most of these facts are not relevant to the cause of action at issue.

Equitable Estoppel

Count 4 of Plaintiff's Complaint is a claim Defendant be estopped from seeking to hold Plaintiff liable for any unfunded pension plan. Plaintiff contends, before the disaffiliation came about, Defendant announced several times the church's pension plans were fully funded. Plaintiff relies on Church of Christ v. McDonald, 180 Tenn. 86, 171 S.W.2d 817, 819 (1943), in which the Tennessee Supreme Court held defendants were estopped from prosecuting their claims against the estate due to a prior compromise agreement. In McDonald, the defendants were interested parties to a will contest in which the defendants' wives collected a larger sum than gifted under the will, and the Plaintiff (Church of Christ) sued to enjoin defendants from collecting additional awards based on a concealed arrangement with the deceased. The Court held the doctrine of equitable estoppel is founded upon the soundest principles of justice and morality, rather than upon technical rules of law. The intentional concealment of the truth often operates as an estoppel. "If a man is silent when it is his duty to speak, he shall not be permitted to speak when it is his duty to be silent." Bispham Eq., 10th Ed., § 284. While one is not in duty bound under all circumstances to speak out, we hold that, where one's silence enables him to acquire an unfair advantage over another in the settlement of property rights, it is his duty to speak. The foregoing principle has often been applied. A man who holds himself out as a partner is estopped, as against those who

have dealt on the faith of such holding out, from denying the partnership. Under the same head fall cases in which a party has been held to be precluded from denying that he occupied a certain position by reason of his having permitted himself to be held out to others as having occupied it. Towne v. Sparks, 23 Neb. 142, 36 N.W. 375; Bridger's Case, L.R. 9 Eq. 74; Washburn on Easements, 62, 63. See our own case of Electric Light & Power Co. v. Bristol Gas, Electric Light & Power Co., 99 Tenn. 371, 42 S.W. 19, 21, wherein the Court held that one "will not be allowed to assert his lien to the prejudice of persons whom he has induced to believe that his debt has been satisfied, or that he will claim no lien and who, in that belief, have purchased that property on which the lien rests." Church of Christ v. McDonald, 180 Tenn. 86, 171 S.W.2d 817, 821 (1943).

To compare our case with *McDonald*, the two cases could not be more factually different. McDonald is premised upon the fact the defendants reached a compromise agreement for an award under the will, and Plaintiff relied on there being no additional claims or they would not have entered the agreement. Because of this compromise agreement, the defendants were estopped from making claims concerning their concealed arrangements with the decedent. In the instant case, the Plaintiff Church claims Defendant Conference should be estopped from seeking funds from them for the pension plan because the Defendant allegedly represented the plan was fully funded. Plaintiff states they relied on the pension plan being fully funded and Defendant's actions to not cure this sooner have been "detrimental to the Plaintiff." This Court disagrees. There was no agreement Plaintiff entered into with Defendant in which Defendant represented it was fully funded and would require no funds from Plaintiff under the pension plan. The relevant provision of the Book of Discipline (¶2553) states "The General Board of Pension and Health Benefits shall determine the aggregate funding obligations of the annual conference using market factors similar to a commercial annuity provider, from which the annual conference will determine the local

church's share." (Discipline, ¶ 2553(4)(d)) There has been nothing submitted to suggest the Defendant concealed an unfunded pension program, even if such were represented. The agreed provisions which govern this dispute (Book of Discipline) sets out how to determine the church's funding obligation. Defendant is not estopped from seeking funds from Plaintiff for the pension plan.

Ecclesiastical or Property Dispute

In their Response, Plaintiff argues this case is more similar to Church of God in Christ, Inc. v. L.M. Haley Ministries, Inc., 531 S.W.3d 146 (Tenn. 2017), in which the Tennessee Supreme Court found the ecclesiastical abstention doctrine did not apply and neutral principles of law could be applied to resolve the dispute over church property. In *Haley*, the dispute involved real property at issue when the local church attempted to transfer membership to another ecclesiastical jurisdiction. Unlike the facts of our case, in *Haley* the local church was the party being sued for allegedly violating "The Official Manual" provisions in obtaining a quit claim deed to the church property and starting a new church under a different name at the same address. In our facts, the local church is suing the Conference to find a method beyond the provisions of the Book of Discipline to be relieved of the purported monetary obligations. In both cases, there is a document which the churches agree governs situations such as disaffiliating or transferring membership. The Tennessee Supreme Court in Haley held the ecclesiastical abstention doctrine did not apply because the property and allegations at issue were not exclusively ecclesiastical in nature. In contrast, this Court finds our facts are distinguishable from Haley because there is no real property or quit claim remedy at issue, and both parties agree the Book of Discipline governs. Had the

Plaintiffs in this case sought and obtained an alternative legal remedy like the quit claim in *Haley* this Court might have further reason to consider these facts more legal or neutral in nature, and not ecclesiastical; however, these facts are not contractual and are not based in property disputes, but instead concern an agreed-to document with specific provisions setting out monetary obligations and calculations to be considered upon disaffiliation. In *Haley* the language at issue was included in a trust clause of "The Official Manual"; in our case the relevant language in the Book of Discipline concerns apportionments, pension plan funding, valuation calculations, and a trust clause. The Court agrees the issues in this case are monetary issues in nature, but this does not mean they cannot also be ecclesiastically governed.

Subject Matter Jurisdiction

As to Defendant's argument this Court lacks subject matter jurisdiction (under Rule 12.02(1)), the Court agrees with the Tennessee Supreme Court's detailed ruling in *Redwing v. Cath. Bishop for Diocese of Memphis*, 363 S.W.3d 436, 448 (Tenn. 2012). In *Redwing*, the Court addressed subject matter jurisdiction and the ecclesiastical abstention doctrine in consideration of each of plaintiff's claims, finding some were proper for the court to decide and some were not depending on whether the court could apply neutral principles of law to the claim.

The Court finds Defendant's attack on subject-matter jurisdiction is facial, not factual; therefore, the Court's decision regarding the existence of subject matter jurisdiction is a question of law. *Id.* at 446. Whether the Court is able to apply neutral principles of law is determinative of whether the Court lacks subject matter jurisdiction in this case, and accordingly, whether Plaintiff's claims fail to state a claim for which relief may be granted (Rule 12.02(6)). Taking all factual

claims in Plaintiff's Complaint as true, the Court finds it cannot decide Counts 1, 2, 3, 5 and 6 (declaratory judgment actions) by only applying neutral principles of law, as the Book of Discipline contains the basis for disaffiliation within the denomination, in addition to apportionment payments, the retirement clergy, and the Trust Clause. Count 4 of Plaintiff's Complaint seeks for Defendant to be estopped from seeking to hold Plaintiff liable for any unfunded pension plan. The Court finds Count 4 also requires the Court to look beyond neutral principles of law because the Book of Discipline contains the provisions defining the pension plan within the denomination. Accordingly, the Court finds it lacks subject matter jurisdiction over all of Plaintiff's claims pursuant to the ecclesiastical abstention doctrine. Additionally, Plaintiff's Complaint fails to state a claim for which relief can be granted.

CONCLUSION

Based on the arguments of Counsel and all applicable legal authority, the Court GRANTS Defendant's Motion to Dismiss, as to all claims against them in Plaintiff's Complaint. Plaintiff's Complaint is hereby DISMISSED with prejudice. Each party is to bear the cost of his or her own attorney's fees. Any associated costs are to be assessed against the Plaintiff, for which execution may issue if necessary. This Order is a final judgment in this case as there are no remaining issues.

It is SO ORDERED. Enter this the day of April, 2022.

DON R. ASH, SENIOR JUDGE

CERTIFICATE OF SERVICE

I hereby certify a true and correct copy of the foregoing Order has been sent to the following via U.S.P.S. and email on the _____ day of April, 2022:

Frank M. Holbrook 1350 Hillcrest Drive Union City, TN 38261 Counsel for Plaintiff

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