August 16, 2022

VIA CERTIFIED MAIL AND EMAIL: [Contact Information]
Bishop Kenneth Carter

RE: Request for transfer of [Redacted] to the Global Methodist Church under para. 2548.2

Dear Bishop Carter,

Our firm, The National Center for Life and Liberty, represents [Redacted] in the matter regarding the transfer from the United Methodist Church to the Global Methodist Church under the provisions stated in paragraph 2548.2 of The Book of Discipline of The United Methodist Church (2016) as amended in 2019 ("Book of Discipline"). This paragraph allows for the local church’s property to be transferred to another evangelical denomination. This letter is formal notice that [Redacted] is requesting this transfer and would ask for an affirmative response no later than September 15, 2022.

As you are aware, paragraph 2553 is not the only way churches may leave the United Methodist Church denomination as outlined in the Book of Discipline. For several decades, churches have left the denomination according to paragraph 2548.2, which establishes a pattern and practice by the denomination of providing this pathway for withdrawing to join a different evangelical denomination. The Global Methodist Church ("GMC") was launched on Sunday, May 1, 2022, and the GMC is, as defined in the Book of Discipline, another evangelical denomination. We reject the idea that the General Conference must approve the denomination as that would be additional language being added to the paragraph that is not currently there and would violate the pattern and practice of the denomination. The language for transfer per 2548.2 states the following:

[T]he 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.
is requesting the transfer, per paragraph 2548.2, to the GMC per a comity agreement which is one of the methods of transfer outlined in the paragraph. The basis for this comity agreement would be the Protocol of Reconciliation and Grace Through Separation that was worked on by the Council of Bishops and personally negotiated by you. We appreciate your many public statements continuing to affirm it. We would request that this document be the basis for the negotiated transfer.

The spirit of echoes your thoughts in your email correspondence concerning the use of paragraph 2548.2 to Pastor & Attorney Jay Therrell that stated:

“This proposal was crafted in recognition of the regional contexts and divergent points of view within the global United Methodist Church and as a faithful step that maintains the possibility of continued cooperation around matters of shared mission and interest, enabling each of us to live out our faith authentically.

We seek to move away from the caustic atmosphere that has often marked conversation in The United Methodist Church and to move into a new season where we set one another free as we send each other into our respective mission fields to multiply our witness for Christ.”

The succinct way you identify the reasoning for the transfer is truly the heart The church desires to continue to evangelize its community with the Gospel of Jesus Christ without the strife and tension within the United Methodist Church today. Both the shift in doctrine and the denominational dysfunction are hindering the true mission of this church. The church cannot and will not continue to operate in this climate.

Under paragraph 2553, believes the disaffiliation agreement to be wholly inequitable. The terms of disaffiliation highly favor the denomination with potentially punitive terms that are not in the spirit of your thoughtfully penned note. These concerns can be more adequately addressed in time, but does not seek to disaffiliate under those terms and believes that if the Conference were to try to force those inequitable terms as the only means for transfer, the Conference would be in violation of the trust clause as well as in breach of the Conference’s fiduciary duty that is owed to the local church and the mission that the local church serves in their community.

As you eloquently wrote, requests to be released into their “respective mission field” to “multiply . . . [their] . . . witness for Christ.”

As there may be potential future litigation regarding this matter if an amicable and equitable solution is not reached, we are putting you on notice that you must preserve documents, tangible things, and other potentially relevant evidence, as well as electronically stored information (“ESI”), copies, and backups as defined by Fed. R. Civ. P. 34, that are potentially relevant to the
issues in the case. **may seek such evidence and ESI in discovery and considers them valuable and irreplaceable sources of discoverable information. Such information includes, but is not limited to, the following documents and ESI relating in any way to any party in this case or any issue in this case:**

1. Documents;
2. Communications (i.e., letters, emails, voicemails, instant messages, text messages);
3. Photographs;
4. Videos;
5. Voice recordings;
6. Reports;
7. Statements;
8. Contact and relationship management data (i.e., Outlook, Apple Calendar, Apple Mail);
9. Social media posts;
10. All computers, smart phones, and other electronic devices containing or transmitting any such information; and
11. Backup and archival files.

It is anticipated that much of the information responsive to discovery may be stored on your current and former computer systems and other media and devices (including personal digital assistants, voice-messaging systems, on-line repositories, cell phones, tablets, and other digital storage devices). ESI should be afforded the broadest possible meaning and resides not only in areas of electronic, magnetic, and optical storage media reasonably accessible to you but also in areas you may deem not reasonably accessible. You are obligated to preserve potentially relevant evidence from both sources, even if you do not anticipate producing it.

Proper preservation requires more than simply refraining from destroying or disposing of such evidence. You are hereby placed on notice that you must take steps to prevent the loss of any relevant documents or ESI, whether due to routine operations or otherwise. Booting a drive, examining its contents, or running any application may irretrievably alter the evidence it contains and constitute unlawful spoliation of evidence.

To the extent that other people have access to your paper files or ESI, you should take steps to prevent them from hiding, destroying, or altering them. Further, your preservation obligation extends beyond the evidence in your care, possession, or custody and includes evidence in the custody of others that is subject to your direction or control. Accordingly, you should notify any current or former agent, attorney, employee, custodian, and contractor in possession of potentially relevant paper files or ESI to preserve such evidence to the full extent of your obligation to do so.

This request to preserve information for this litigation is both retroactive and prospective, meaning that it extends to all documents, tangible things, and ESI that currently exist relating to this lawsuit, as well as that which may be created during the course of this litigation.
Additionally, according to Rule 4.2 of the Rules of Professional Conduct, please ensure all communications regarding this matter are directed to our office and not to [redacted] at this time. **This includes having district superintendents, members of your Cabinet, or any representative from the Western North Carolina Annual Conference contact the pastor or laity of the church we represent regarding these matters.** As stated above, the desire of our client is to resolve this matter without litigation and utilize a comity agreement as the basis for the negotiation; however, there is firm resolve not to be forced into an inequitable agreement as has been presented thus far in the disaffiliation agreement by the Conference under Paragraph 2553.

We await your response in this matter. Our office would be willing to discuss this matter with you to try to resolve it amicably.

Sincerely,

[Signature]

David C. Gibbs III