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SUPREME COURT OF TEXAS
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NO. 25-1086

IN THE SUPREME COURT OF TEXAS

UNITED METHODIST RIO TEXAS CONFERENCE BOARD OF TRUSTEES — PETITIONER

v.

FIRST METHODIST CHURCH OF ALICE, TEXAS, *ET AL.* — RESPONDENTS

On Petition for Review from the Court of Appeals for the Fourth District of Texas at San Antonio

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REPLY BRIEF OF PETITIONER
[filed by Petitioner United Methodist Rio Texas Conference Board of Trustees]

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ARGUMENT

I. THE RESPONDENTS' COMPLAINTS ABOUT RIO TEXAS'S PLEADINGS DO NOT JUSTIFY DISMISSAL WITHOUT OPPORTUNITY FOR AMENDMENT.

A. Only Incurable Defects Matter.

The respondents complain about alleged flaws of detail in Rio Texas's pleadings while simultaneously claiming that there was no need for leave to amend because the pleadings fundamentally negated jurisdiction.

Specifically, the respondents chide Rio Texas

- for "repeated amendments" to its pleadings, Respondents' Brief on the Merits ("Resp. Bf.") at 35;
- for revising its allegations between its third and fourth amended petitions, *id.* at 11-12;
- for misciting one of the provisions on which it relies, *id.* at 12; and
- for omissions "from the materials it placed before the trial court," *id.* at 15.

All of these matters are cited in support of the respondents' argument that the trial court correctly dismissed the case.

But it is black-letter law that "if the pleadings do not contain sufficient facts to affirmatively demonstrate the trial court[']s jurisdiction

but do not affirmatively demonstrate incurable defects in jurisdiction," the plaintiff must be afforded leave to amend. *E.g.*, *Texas Department of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004). The respondents attempt to do this by retreating to the *Miranda* corollary that if the pleadings affirmatively negate the existence of jurisdiction, dismissal is warranted. *See id.*; Resp. Bf. at 34-35.

The respondents cannot have it both ways. If, somehow, Rio Texas's petition affirmatively negates jurisdiction, then the judgment must indeed be affirmed. But the nits the respondents pick about the state of Rio Texas's pleadings do not affirmatively negate jurisdiction. They therefore do not support the trial court's dismissal without affording leave to amend.

B. Rio Texas Filed Its Amended Petitions Only to Respond to Ongoing Events.

Rio Texas filed its original petition on May 16, 2023. (SCR 3). At that time, ¶ 2553 of the Discipline was in force and effect; that section formed (along with ¶ 1504.23) one of the two primary bases for Rio Texas's requested relief. (SCR 16-23 (¶¶ 48-51, 56-60, 63, 66-68, 70)).

This dual reliance continued through Rio Texas's first three

amended petitions.[1] The primary purpose of these petitions was not to change the theory of the case, but merely to add additional disaffiliating local churches as defendants and to remove local-church defendants that had resolved their differences with Rio Texas.[2]

Paragraph 2553 expired by its terms on December 31, 2023. (CR 113 (¶ 40), 124 (¶ 2553.2)). After that expiration, Rio Texas substantively amended its petition to acknowledge the expiration and to base its claims on ¶¶ 1504.23 and 2509 [sic[3]]. (CR 112 (¶ 38)). Paragraph 2553 was discussed only to place the local churches' refusal to make the applicable payments in its historical context. (*See* CR 111 (¶¶ 36-37), 129, 131-32).[4] The change in Rio Texas's focus was directly attributable

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[1] (SCR 80-87 (¶¶ 33-36, 41-45, 48, 51-53, 55) (first amended petition), 139-46 (¶¶ 35-37, 40-41, 43-45, 48, 50-53, 56) (second amended petition); 169-76 (¶¶ 36-38, 40-41, 44-46, 49, 52-54, 57) (third amended petition)).

[2] (*Compare* SCR 7-15 (¶¶ 4-44) *with* SCR 73-78 (¶¶ 4-29) *and* SCR 134-38 (¶¶ 4-30) *and* SCR 164-68 (¶¶ 4-31)).

[3] A mistaken reference intended to be ¶ 2549. *See* Section I.D below.

[4] The respondents' claim that Rio Texas sought an injunction against the respondents' disaffiliation without complying with the Discipline, "including Paragraphs 2553 and 1504.23," Resp. Bf. at 3, is unworthy. Not only did the fourth amended petition fail to include any specific reference to injunctive relief compelling compliance with ¶ 2553 (*see* CR 118 (¶ 58)), but that provision was not by that time even part of the Discipline.

to the expiration of ¶ 2553, not to any meandering of Rio Texas's legal theories.

C. The History of Rio Texas's Superceded Petitions Is Immaterial.

In any event, the changes in Rio Texas's pleadings over time are immaterial. The filing of an amended petition nullifies the petition it replaces, as fully as if the earlier petition were no longer in the record. *E.g.*, Tex. R. Civ. P. 65. Rio Texas's fourth amended petition was the live pleading when the trial court ruled. Thus any comparison between that petition and the prior petitions is an idle exercise.

The respondents accuse Rio Texas of changing its position between the trial and appellate courts. *See* Resp. Bf. at ii, 1, 5. Rio Texas pleads not guilty. By the time of the trial court's ruling in May of 2024, ¶ 2553 had expired and Rio Texas was openly basing its claims on ¶ 1504.23 and ¶ 2549 (or, if you will, ¶ 2049, *see* Section I.D below). That remains true today. There was thus no daylight between Rio Texas's theory of the case in the trial court at the time of the dismissal, its theory of the case in the court of appeals, and its theory of the case in this Court.

D. The Typographical Error Regarding Paragraph 2549 of the Discipline Is Inconsequential.

For the first time in any court, the respondents feign confusion about Rio Texas's erroneous references to a non-existent ¶ 2509 of the Discipline (*see* CR 112 (¶ 40); *see also* CR 137, 155) instead of the extant ¶ 2549 (*see* CR 124 (¶ 1504.23)). *See* Resp. Bf. at 12. Counsel for Rio Texas is embarrassed by this typographical error, but it is inconsequential: if it was a problem, the respondents should have raised the problem below and the trial court should then have dealt with it by granting leave to amend.

E. If a Problem, Rio Texas's Failure to Plead the Text of Additional Portions of the Discipline Should Have Been Addressed by Leave to Amend.

The respondents complain that "Rio's theory cannot be sustained from the materials it placed before the trial court." Resp. Bf. at 15. But this is not the test for amendability, which is whether Rio's pleadings "affirmatively negate[d] the existence of jurisdiction." *Miranda*, 133 S.W.3d at 227. *A fortiori*, the alleged omissions do not affirmatively negate jurisdiction.

II. PARAGRAPH 1504.23 OF THE DISCIPLINE REQUIRES NO RESOLUTION OF RELIGIOUS ISSUES.

A. Paragraph 1504.23 Does Not Implicate the Allegedly Religious Issues on Which the Respondents Rely.

The respondents say that application of ¶ 1504.23 of the Discipline requires determining seven religious issues: "[1] the parties' current denominational relationship, [2a] whether and [2b] when that relationship changed, which [3a] version and [3b] provisions of the Discipline governed, [4] which church body possessed authority, and [5] whether obligations survived a departure Rio simultaneously says was ineffective." Resp. Bf. at iii (numbering added); *see id.* at 5, 28. These purported "religious issues" do not require judicial resolution in this case.

Paragraph 1504.23 applies in a broad range of circumstances:

> If a local church or charge in the United States *changes its relationship to the United Methodist Church* through closure, abandonment, or release from the trust clause pursuant to ¶ 2548, ¶ 2549, *or otherwise* …, the local church shall contribute a withdrawal liability in an amount equal to its pro rata share of any aggregate unfunded pension obligations to the annual conference. … .

(CR 124 (¶ 1504.23)) (emphasis supplied).

However one may characterize the respondent churches' actions, it

is an unquestionable and secular conclusion that [2a] the respondent churches have "changed their relationship" to the UMC through those actions. The breadth of ¶ 1504.23 means that [1] the parties' "current denominational relationship" and the nature and [2b] timing of the change in that relationship are immaterial. Likewise, the phrase "or otherwise" makes it unnecessary to determine [3b] whether the change occurred under one or another of the listed specific Discipline provisions; it is enough that it occurred.

There is no colorable question about [3a] "which version" of ¶ 1504.23 governs: it was enacted effective 2019 (long before the respondent churches' actions) (CR 124 (¶ 1504.23)) and has not been amended since.

"Which church body possessed authority" [4] is likewise immaterial; regardless of the meaning of or answer to that vague question, if a change of relationship has occurred, ¶ 1504.23 is triggered and the requisite payments are due.

And [5] finally, ¶ 1504.23 is a provision establishing consequences that flow from, *inter alia*, a termination of a local church's relationship with the UMC, which is one form of "change" in that relationship. Pro-

visions governing termination of a contractual relationship necessarily survive termination, since they would otherwise be rendered meaningless.

B. Paragraph 1504.23 Can Be Applied Separately from the Expired Paragraph 2553.

The respondents claim that ¶ 1504.23 cannot be applied separately from the expired ¶ 2553, going so far as to claim mootness. Resp. Bf. at 10-12, 16. But ¶ 1504.23 applies regardless of the source, motivation, or cause of a change of relationship. That one type of change of relationship (disaffiliation under ¶ 2553) can no longer occur does not mean that ¶ 1504.23 became moot or inoperative upon the expiration of ¶ 2553. So a claim under ¶ 1504.23 is indeed a viable freestanding claim.

C. The Fact that Paragraph 1504.23 Is Part of the Discipline Does Not Render It Ineligible as the Basis for a Secular Contract Claim.

Rio Texas has explained at length why secular provisions of the Discipline are not disqualified from judicial enforcement by their mere presence in a document that also addresses religious issues. *See* Brief

of Petitioner ("Pet. Bf.) at 30-35. The respondents offer no real counter-argument, but instead merely repeat their mantra that there must be an "independent secular instrument," "independent contract," "independent secular source," "independent secular assent," or "external civil right," Resp. Bf. at ii, iv, 2, 13-15, 19, 23, 25, 28. They thereby suggest *sotto voce* that the courts could never have jurisdiction of a contract claim arising from the Discipline.

They offer no authority for this position, and do not directly address Rio Texas's cases rejecting it.[5] And it is contrary to the holding of *Masterson v. Diocese of Northwest Texas*, 422 S.W.3d 594, 617 (Tex. 2013), that a court may, in the course of applying the neutral-principles approach, examine religious documents to discern the intent of the parties, but must do so in purely secular terms.

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[5] The respondents address *Minker v. Baltimore Annual Conference of United Methodist Church*, 894 F.2d 1354, 1358-59 (D.C. Cir. 1990), relied upon by Rio Texas, only by pointing out that the *Minker* court ultimately held that the provision of the Discipline sued upon there was ecclesiastical in character. Resp. Bf. at 6, 28. That is true but does not gainsay the general holding of the case. They do not address the other case cited by Rio Texas on this point, *Ex Parte Alabama-West Florida Conference of the United Methodist Church, Inc.*, Nos. SC-2025-0347, etc., ___ So. 3d ___, 2026 WL 629584, *4 (Ala. 2026).

D. The Merits Are Not at Issue.

The respondents invite this Court to delve into the question of whether a contract or other basis for civil liability exists. Resp. Bf. at 19-21. Unlike *Southern Methodist University v. South Central Jurisdictional Conference*, 716 S.W.3d 475 (Tex. 2025) ("*SMU*"), which involved both jurisdiction and the merits,[6] this case was decided purely on the question of jurisdiction. Whether the Discipline (and in particular ¶ 1504.23) is an express or implied-in-fact contract between Rio Texas and the respondent churches is simply not at issue in this Court.

The merits question of whether the respondent churches have a constitutional right to disassociate from the UMC, *see* Resp. Bf. at v, 23-25, is not implicated by Rio Texas's claims. The exercise of that right, like the exercise of other constitutional rights, may give rise to civil monetary consequences established by contract. That is all Rio Texas claims in this suit.

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[6] *SMU* was an appeal from Rule 91a dismissals and a partial summary judgment, which collectively raised both jurisdictional and merits issues.

III. IF NECESSARY, THIS COURT MUST RESOLVE HOW THE CHURCH-AUTONOMY DOCTRINE INTERACTS WITH THE NEUTRAL-PRINCIPLES APPROACH.

Rio Texas continues to believe that this case can be decided strictly on the basis of neutral principles of law. But if any religious issues are identified, the Court will be called upon to address the interaction between the neutral-principles approach and the deference and enforcement principles applicable under the constitutionally-derived church-autonomy doctrine.

As predicted, the respondent churches treat deference and enforcement as merely an irrelevant rejected alternative to the neutral-principles approach, and consequently advocate for an automatic-dismissal rule if any religious questions emerge in this case. Resp. Bf. at iii-v, 2, 17-18, 21-23. Rio Texas has explained why that is not appropriate. *See* Pet. Bf. at 41-53. The lines are thus drawn.

In particular, the parties disagree about what the opinions in *SMU* mean for this case if religious questions are encountered in the course of neutral-principles analysis. In *SMU*, the Court unanimously held that the plaintiff's claims could be adjudicated strictly on the basis of neutral principles of corporate and contract law. 716 S.W.3d at 482-

83.[7] But both the majority and concurring opinions offered commentary about what would have happened had that not been the case.

In the course of the majority opinion, the Court commented on the submissions of two *amici*, stating that

> if courts could *not* decide the case without "resolv[ing] a religious question or imped[ing] the church's authority to manage its own affairs," *In re Diocese of Lubbock*, 624 S.W.3d 506, 509 (Tex. 2021), the result would be dismissal for lack of jurisdiction, not rendition of judgment granting the Conference (or any other party) affirmative relief.

Id. at 483 (cleaned up; emphasis in original). This was, of course, dictum, inasmuch as the Court held that it *could* decide the case without taking those steps. The respondents treat it as a binding holding.

The *SMU* Court apparently did not regard the statement as establishing an absolute rule that the presence of a religious question is always fatal to jurisdiction. Elsewhere, the Court described *Masterson v. Diocese of Northwest Texas*, 422 S.W.3d 594 (Tex. 2013), as holding that, even under the neutral-principles approach, "courts do not have jurisdiction to decide questions of an ecclesiastical or inherently reli-

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[7] Justice Bland dissented in part, but only from the Court's holding allowing the plaintiff to recover damages as a third-party beneficiary of a nonprofit charter. 716 S.W.3d at 511-15 (Bland, J., dissenting in part).

gious nature, *so as to those questions they must defer to decisions of appropriate ecclesiastical decision makers*." *SMU*, 716 S.W.3d at 482 (emphasis supplied), quoting *Masterson*, 422 S.W.3d at 605-06.

The reader of the opinion must therefore infer that the *SMU* Court saw a distinction between cases incidentally presenting religious questions (resolvable by deference) in a case otherwise suitable for neutral-principles analysis, and cases so fundamentally infused with religious issues that they would force the court to resolve a religious question or impede the church's authority to manage its own affairs.

Justice Young explored that distinction at length in his concurrence, *SMU*, 716 S.W.3d at 493-511 (Young, J., concurring). He concluded that, although dismissal is required if a case involves purely religious questions, *id.* at 500, there may be cases where it is constitutionally necessary for the courts to exercise jurisdiction, not to rule on disputed doctrinal questions, but to "protect religious autonomy by upholding the lawful secular choices that religious organizations make," *id.* at 496.

The respondents correctly point out that "[a] concurrence cannot displace the Court's holding." Resp. Bf. at 18. But a concurrence can be

informative, indeed persuasive, in resolving questions left unresolved by the court's principal opinion. *See generally*, *e.g.*, *Sanchez v. Schindler*, 651 S.W.2d 249, 253 (Tex. 1983) (rejecting pecuniary-loss rule in wrongful death cases, as suggested in *Bedgood v. Madalin*, 600 S.W.2d 773, 777 (Tex. 1980) (Spears, J., concurring)). That is the case here; the *SMU* concurrence cogently addresses the role of deference and enforcement as part of neutral-principles analysis.

Only the members of this Court know why the church-autonomy portion of Justice Young's concurrence was joined by only two other justices. Perhaps the others thought it an unnecessary treatment of issues not ripe for decision. Perhaps they were hesitant to dive into these issues in a case where the parties' briefs did not address them.[8] Perhaps they disagreed on some points of detail. Perhaps they were unsure. Or perhaps (although they gave no sign of it), they agreed with the respondent churches that a religious issue, however incidental, is poisonous to jurisdiction. It would be presumptuous of Rio Texas to tell this

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[8] Links to the briefs may be found at https://search.txcourts.gov/Case.aspx?cn=23-0703&coa=cossup. In their briefs, the parties took jurisdiction for granted, except for some arguments about standing.

Court the reasoning of its individual members in casting their votes.

If the church-autonomy issues addressed in the *SMU* opinions can be avoided in this case, they should be. But if those issues become material, the *SMU* concurrence provides a useful jumping-off place for the Court's analysis and decision.

CONCLUSION

The respondent churches have claimed for over three years now that this case is infused with religious issues. They have focused throughout on ¶ 2553, stubbornly refusing to recognize that issues relating to that paragraph exited the case before the trial court ever ruled. They have identified undisputed or immaterial matters as religious issues. They have spoken in high-flown generalities about religious governance, doctrine, and polity, without particularizing those general concepts to the specific issues awaiting decision. But ultimately the issues in this case are the secular issues in any contract case: contract formation, breach, damages, and attorneys' fees. These issues are well within the jurisdiction of the civil courts.

PRAYER

Petitioner United Methodist Rio Texas Conference Board of Trustees respectfully prays as in its opening brief, and for such other and further relief to which it may be entitled at law or in equity.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this Reply Brief of Petitioner complies with the type-volume limitations of Tex. R. App. P. 9.4(i)(2)(C) because the brief contains 2,947 words, excluding the parts exempted by Tex. R. App. P. 9.4(i)(1).

This brief also complies with the typeface and type-style requirements of Tex. R. App. P. 9.4(e) because it has been prepared in proportionally spaced typeface using Microsoft Word 365 Pro Plus in 14-point Century Schoolbook font and 12-point Century Schoolbook font for footnotes.

/s/ P. Michael Jung
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CERTIFICATE OF SERVICE

I hereby certify that this Reply Brief of Petitioner has been served on all parties to this appeal by electronic service through E-File Texas on James M. "Jamie" Parker, Esq. (jparker@namanhowell.com), Curtis J. Kurhajec, Esq. (ckurhajec@namanhowell.com), Mackenzie Salter, Esq. (MSalter@namanhowell.com), and Kyle Knas, Esq. (kknas-@namanhowell.com), Attorneys for Respondents First Methodist Church of Alice, Texas, *et al.*, on this 14th day of October, 2026.

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