FILED
25-1086
9/22/2026 12:41 PM
tex-120228151
SUPREME COURT OF TEXAS
BLAKE A. HAWTHORNE, CLERK

NO. 25-1086

IN THE TEXAS SUPREME COURT

UNITED METHODIST RIO TEXAS CONFERENCE BOARD OF TRUSTEES
PETITIONER
v.
FIRST METHODIST CHURCH OF ALICE, TEXAS, ET AL.
RESPONDENTS

RESPONDENTS' BRIEF ON THE MERITS

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

NAMAN, HOWELL, SMITH & LEE, PLLC
James M. "Jamie" Parker, Jr.
State Bar No. 15488710
E-mail: jparker@namanhowell.com
Curtis J. Kurhajec
State Bar No. 11767200
E-mail: ckurhajec@namanhowell.com
10001 Reunion Place, Suite 600
San Antonio, Texas 78216
Telephone: (210) 731-6300
Facsimile: (210) 731-2964

ATTORNEYS FOR RESPONDENTS

INTRODUCTION

Rio's merits brief no longer defends the case it initially pleaded and emphasized and upon which the trial court ruled.

Rio sued Respondents to compel compliance with the Discipline's disaffiliation process under Paragraph 2553, including execution of a mandatory Disaffiliation Agreement, Conference ratification, prospective payments, and an injunction preventing departure without compliance. Paragraph 1504.23 existed in that ecclesiastical framework but Rio now relies on it in a materially different way after Paragraph 2553 expired on December 31, 2023, well after the Respondents left the Conference. Respondents do not contend that the provision appeared for the first time on appeal, but the problem is more precise: Paragraph 1504.23 was one component of a combined demand to enforce the Discipline's disaffiliation regime *under the Discipline.* Here, Rio recasts it as a freestanding, secular payment obligation supposedly detachable from that regime. But Rio did not plead a signed civil contract, deed, trust, corporate instrument, or statute independently creating the claimed debt for which it seeks recovery.

That reframing matters even though paragraph 1504.23 was cited below. The trial court and court of appeals adjudicated a petition asking civil courts to enforce the Discipline's disaffiliation procedures and conditions. Rio now essentially asks this Court to declare Respondents are still subject to the Discipline, isolate 1504.23,

assume every disputed religious predicate in Rio's favor, and enter ordinary civil relief. That is not a change in citation; it is a material change in the asserted source, operation, and theory of the obligation.

Even the reframed Paragraph 1504.23 theory does not solve the jurisdictional problem. Paragraph 1504.23 is not a self-contained civil debt instrument. Its application requires determining the parties' current denominational relationship, whether and when that relationship changed, which version and provisions of the Discipline governed, which church body possessed authority, and whether obligations survived a departure Rio simultaneously says was ineffective. Those are questions of church membership, polity, and law—not a simple liquidated sum.

Rio's reliance on *Southern Methodist University v. South Central Jurisdictional Conference of the United Methodist Church*, ("*SMU*"), overlooks the majority's analysis and holding. *SMU* began with subject-matter jurisdiction. It recognized that courts lack jurisdiction to decide ecclesiastical or inherently religious questions and that civil courts may not determine whether a highest ecclesiastical tribunal complied with church law and regulations. *SMU* proceeded because Texas corporation law and SMU's filed articles of incorporation could resolve the dispute. The majority added that if the claims could not be decided without resolving religious questions or impeding the church's authority, the proper course would have been dismissal—not affirmative enforcement.

The Fourth Court followed that rule and every other controlling step in this Court's precedents. It applied *Masterson's* exclusive neutral-principles methodology, examined the substance of the particular claims as *In re Diocese of Lubbock* requires, distinguished *SMU* because no independent secular instrument supplies Rio's jurisdictional right to redress, and dismissed because Rio's requested relief depends upon church law and polity. Rio identifies no intervening constitutional authority, failed practical premise, or stare-decisis justification for changing that settled law. It instead asks the Court—one year after *SMU*—to adopt the approach raised principally in the SMU concurring opinion and rejected in substance by *Masterson* and *Episcopal Diocese*.

Paragraph 2553's expiration supplies an additional and independent obstacle to Rio's requested relief. No court can now compel Respondents to execute a Paragraph 2553 agreement, obtain Conference ratification, or complete a disaffiliation process that expired on December 31, 2023. Rio attempts to avoid that problem by recasting Paragraph 1504.23—pleaded below as part of the Discipline's integrated disaffiliation regime—as a freestanding civil debt. But the expiration of Paragraph 2553 cannot transform an internal church provision into an independently assented-to civil contract. Nor can Rio establish that Paragraph 1504.23 applies, created an accrued obligation, or survived Respondents' departure without resolving

the same disputed questions of affiliation, authority, departure, and church law that require dismissal.

Rio's alternative request that courts defer to Rio's resolution of every religious predicate and then enforce the resulting civil consequences fares no better. *Episcopal Diocese* clearly distinguishes neutral principles from the deference methodology. The fact that an opinion simply defined the deference approach does not command Texas courts to use it. *Masterson* chose neutral principles and instructed that Texas courts "must use only" that construct. Rio's proposal is deference in operation and name-changing only and reflects a slippery slope that this Court should not embrace.

Episcopal Diocese also begins from a premise Rio's theory cannot accommodate: "Congregants, local churches, and leaders of religious entities are free to disassociate from a hierarchical church at any time." Departure may have civil consequences created by a deed, trust, statute, charter, or enforceable contract. But religious autonomy does not permit an ecclesiastical body to create those consequences unilaterally through its internal law and then enlist a civil court to enforce them thereby making the church body itself the source of the civil obligation.

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STATEMENT OF THE CASE

Rio, an intermediate denominational body, sued numerous local churches after they announced their departure from the United Methodist Church. Rio alleged that Respondents were bound by the United Methodist Book of Discipline and sought declarations and injunctions compelling compliance with the Discipline's disaffiliation process, execution of a Disaffiliation Agreement, Conference ratification, and payment of apportionments, pension liability, insurance obligations, and other amounts. The trial court dismissed for lack of subject-matter jurisdiction. The Fourth Court of Appeals unanimously affirmed. *United Methodist Rio Texas Conference Board of Trustees v. Alice First Methodist Church*, 736 S.W.3d 127 (Tex. App.-San Antonio 2025, pet. filed).

ISSUES PRESENTED

(1) Whether the Fourth Court correctly followed *Masterson, Episcopal Diocese, Diocese of Lubbock, and SMU* by examining Rio's particular claims under neutral principles and dismissing because no secular instrument supplies the asserted right and the requested relief depends on church law and polity.

(2) Whether Rio may materially recast Paragraph 1504.23 from one component of its pleaded demand to enforce the Discipline's disaffiliation regime into a freestanding civil debt without identifying independent secular assent, an external source of law, or a cure for the same ecclesiastical predicates.

(3) Whether Rio's proposed method of accepting its determinations concerning membership, authority, affiliation, departure, and the Discipline, and then enforcing the resulting obligations, is the deference methodology Texas rejected rather than neutral-principles adjudication.

(4) Whether Rio has shown any basis under stare decisis to replace Texas's settled, claim-specific neutral-principles rule with a new superior-plaintiff exception that would make jurisdiction turn on the ecclesiastical identity of the party seeking relief.

(5) Whether the expiration of Paragraph 2553 renders moot Rio's requested relief compelling completion of that disaffiliation process.

STATEMENT OF FACTS

Rio describes the Book of Discipline as "the instrument for setting forth the laws, plan, polity, and process by which United Methodists govern themselves." CR111. Rio's live petition alleged that Respondents were subject to the Discipline and had agreed to abide by it. CR116-17.

Respondents advised Rio that they intended to disaffiliate from the United Methodist Church. CR113-15, 132. Rio alleged that Respondents did not intend to execute the proposed Disaffiliation Agreement or pay the apportionments and Unfunded Pension Liability demanded by Rio as part of the process. CR113-18.

Rio filed suit and requested a declaration that Respondents were required to comply with the disaffiliation procedure in the Discipline, including execution of a Disaffiliation Agreement and payment of the requested future apportionments and claimed Unfunded Pension Liability. CR116. Rio also requested an injunction prohibiting Respondents from disaffiliating without complying with the Discipline, including Paragraphs 2553 and 1504.23. CR118.

Rio attached Paragraph 2553 to its petition. CR124-25. Paragraph 2553 addressed disaffiliation of a local church and included provisions concerning discernment, a church vote, terms and conditions established by the annual conference, a disaffiliation agreement, payment, property, and annual-conference ratification. CR124-25. Rio also attached communications in which Respondents

rejected the proposed process and agreement. CR132. The parties did not execute a Disaffiliation Agreement and the churches left the conference.

Rio's live petition stated that Paragraph 2553 expired on December 31, 2023, and that Rio thereafter proceeded with disaffiliation of local churches under Paragraphs "1504.23 and 2049" of the Discipline. CR113 at Paragraph 40. The trial court granted Respondents' plea to the jurisdiction and dismissed Rio's claims for lack of subject-matter jurisdiction.

The Fourth Court of Appeals affirmed. *United Methodist Rio Texas Conference Board of Trustees v. Alice First Methodist Church*, 736 S.W.3d 127 (Tex. App.-San Antonio 2025, pet. filed). The court of appeals held that adjudicating Rio's claims would require consideration of the Discipline and Paragraph 2553. *Id*. at 130, 141.

SUMMARY OF THE ARGUMENT

The court of appeals did not announce a categorical rule that any dispute touching religion must be dismissed. It did what this Court's cases require: examined the substance of Rio's pleaded claims and the specific questions necessary to grant the requested relief. *Masterson* selected the neutral principles doctrine for Texas and said courts "must use only" that construct. *Episcopal Diocese* applied that rule rather than the national church's requested deference doctrine. *Diocese of Lubbock* required a claim-specific jurisdictional inquiry. *SMU* again began with jurisdiction

and proceeded only because Texas corporation law and filed articles supplied secular rules for decision. The Fourth Court followed each instruction. Rio's disagreement is with the controlling rule, not the court of appeals' fidelity to it.

Rio's live petition mentioned Paragraph 1504.23, but Rio now materially changes the work it asks that paragraph to perform and enforce. Below, Rio sought enforcement of an integrated disaffiliation process involving Paragraph 2553, a Disaffiliation Agreement, Conference approval, payments, and injunctive relief. Here, it calls Paragraph 1504.23 an independent debt. Labels and arithmetic cannot eliminate the antecedent questions: assent, the governing Discipline, denominational status, the meaning of a changed relationship, ecclesiastical authority, survival after departure, and the legal source that converts an internal assessment into a civil obligation. No statute, deed, trust, charter, or signed contract has been asserted nor answers those questions.

Nor can Rio manufacture jurisdiction through deference. *Episcopal Diocese* distinguishes neutral principles from the deference methodology, under which courts defer to and enforce a superior ecclesiastical body's decision. Texas selected the former. Rio asks for the latter: accept its resolution of every disputed religious predicate, then award money, declarations, and an injunction. Accepting an ecclesiastical determination within an independently justiciable civil claim is different from allowing that determination to create the civil claim itself. *SMU's*

majority did not adopt Rio's proposed issue-by-issue enforcement rule or a superior-plaintiff exception; it expressly identified dismissal as the remedy when religious questions cannot be avoided.

The remaining arguments do not alter the result. Property cases such as *Brown, Watson, Jones, Masterson, Episcopal Diocese*, and Rio's Alabama authority involved deeds, trusts, title, or other external civil rights. *Minker* supports claim-specific scrutiny, not judicial enforcement of pastoral or polity determinations. Rio's own pleadings and attachments—not missing evidence—establish the jurisdictional defect. The plaintiff's place in a hierarchy does not enlarge judicial jurisdiction or power to enforce the church's rules. And dismissal neither defers to Respondents nor discriminates against Rio; it leaves ecclesiastical questions to the church with the associated church tribunal remedies (expulsion, pastoral assignment and support) while preserving equal access to courts for independently existing civil rights.

ARGUMENT

I. The Fourth Court followed this Court's controlling neutral-principles decisions; Rio asks for an unwarranted change in law.

Subject-matter jurisdiction is reviewed de novo. *Tex. Department of Parks & Wildlife v. Miranda*, 133 S.W.3d 217, 226 (Tex. 2004). When a plea challenges the pleadings, the court asks whether the pleaded facts affirmatively demonstrate jurisdiction; it accepts properly pleaded facts, but not legal conclusions or labels. *Id*. at 226–27. Rio's own petition and attachments identify the Discipline as the source of its rights and request relief that depends on denominational membership, authority, and departure. No evidence was necessary to see the defect on the face of that pleading.

The Fourth Court's analysis followed a settled line of authority. *Masterson* deliberately selected neutral principles rather than compulsory ecclesiastical deference and instructed Texas courts that they "must use only the neutral principles construct." *Masterson v. Diocese of Northwest Texas,* 422 S.W.3d 594, 607 (Tex. 2013). *Episcopal Diocese* applied that selection in a dispute where a national church insisted that its own law conclusively prevented a diocese's departure. *See Episcopal Diocese of Fort Worth v. Episcopal Church*, 602 S.W.3d 417, 432-35 (Tex. 2020). *Diocese of Lubbock* then emphasized that jurisdiction depends on the "substance and nature" of the particular claim and the particular ecclesiastical questions its

resolution would require. *See In re Diocese of Lubbock,* 624 S.W.3d 506, 513-17 (Tex. 2021). *SMU* again began with jurisdiction and proceeded only because neutral Texas corporation law and filed articles could allow the dispute to continue. *See SMU,* 716 S.W.3d 475, 481-83 (Tex. 2025)(discussing *Westbrook v. Penley*, 231 S.W.3d 389, 395–400 (Tex. 2007) and *Serbian E. Orthodox Diocese v. Milivojevich*, 426 U.S. 696, 713 (1976)).

The court of appeals did exactly what Texas law requires. It did not inspect the cover of the Discipline and stop. It considered Rio's requested declarations, agreement, payments, approval process, and injunction; identified the religious determinations necessary to award that relief; distinguished civil property and corporate-instrument cases; and concluded that no external secular instrument supplied Rio's claimed entitlement. *United Methodist Rio Tex. Conf. Bd. of Trs. v. Alice First Methodist Church*, 736 S.W.3d 127, 134–41 (Tex. App.—San Antonio 2025, pet. filed). That is claim-specific neutral-principles analysis, not hostility to jurisdiction.

Rio repeatedly attacks a strawman the court of appeals did not adopt: that any reference to a religious document or any religious background automatically requires dismissal. The opinion instead identified concrete features of these claims—the Paragraph 2553 process, discernment and listening sessions, a church vote, Conference approval, pastoral and denominational relationships, execution of a

church-prescribed agreement, and an injunction preventing departure except on Rio's terms. It then asked whether secular law could resolve those matters. The answer was no because the pleaded right arose from the Discipline itself. That same analysis applies to Discipline paragraph 1504.23 as well.

Rio also faults the court for treating the Discipline as a whole even though it claims the Discipline itself is "a contractual agreement between the church and the Defendants." CR117. But the court performed the issue-by-issue inquiry Rio demands. It did not hold every provision of the Discipline nonjusticiable. It held that these claims, under these provisions and requested remedies, require ecclesiastical decisions. That is the same provision- and claim-specific method this Court used in *Masterson, Episcopal Diocese, Diocese of Lubbock*, and *SMU*.

Rio thus seeks a fundamental change in the law. It would replace neutral principles with a rule that an acknowledged superior church body may state its interpretation of church law and what compliance requires, have a civil court assume that interpretation, and obtain affirmative relief. Rio offers no stare-decisis analysis, no intervening constitutional decision, and no demonstration that *Masterson's* premise has failed. The demand is especially unwarranted one year after *SMU* reaffirmed the jurisdictional inquiry and the availability of dismissal.

Stability matters here. *Masterson* chose neutral principles in part because religious organizations can order civil affairs predictably through deeds, trusts,

corporate documents, and contracts. *Masterson,* 422 S.W.3d at 602, 607. *Episcopal Diocese* enforced that framework. A retroactive rule allowing internal law alone to create civil liabilities would unsettle the very expectations those cases protected. Churches remain free to create enforceable secular rights prospectively. Courts should not supply instruments or agreements the parties did not make. A contrary rule would create the slippery slope this Court should reject.

II. Paragraph 2553's expiration mooted Rio's requested disaffiliation relief, and Rio cannot avoid that result by recasting Paragraph 1504.23 as a different, freestanding claim.

Paragraph 2553 expired before the trial court entered its judgment. That expiration independently forecloses every form of relief requiring Respondents to complete the Paragraph 2553 disaffiliation process. Rio cannot preserve that relief by deleting Paragraph 2553's number from its live petition or by asking this Court to treat another provision of the Discipline as an independently accrued civil obligation.

The Fourth Court itself signaled the problem:

> "We question whether this appeal would be moot even if we concluded the trial court erred in denying the plea to the jurisdiction because the disaffiliation process was not completed by December 31, 2023."

See Rio, 736 S.W.3d at 132 n.4. No court can now compel Respondents to complete an expired process or obtain an approval that the purported governing provision no longer authorizes.

Rio's claims for that prospective relief are therefore moot. *State ex rel. Best v. Harper*, 562 S.W.3d 1, 6-7 (Tex. 2018); *Heckman v. Williamson County*, 369 S.W.3d 137, 162, 166–67 (Tex. 2012)(when a written policy is changed the challenge to it may well become moot when the policy is fundamentally altered). Put simply, Texas courts lack jurisdiction over a claim when intervening events make it impossible for the court to grant the requested relief or otherwise affect the parties' rights. Although the mootness of one issue does not necessarily moot every other claim in a case, a court may adjudicate only those claims for which effectual relief remains available. *State ex rel. Best v. Harper*, 562 S.W.3d at 6 (finding underlying claims moot, but attorney's fees issue live). The Fourth Court's concern therefore properly applies at least to every form of relief requiring Respondents to complete the Paragraph 2553 process which has long expired.

Rio's pleadings confirm the point. Its Third Amended Petition expressly requested declarations requiring Respondents to comply with the disaffiliation procedure "set forth in Paragraph 2553 of the Discipline," including execution of a Disaffiliation Agreement, Conference approval, and payment as conditions of disaffiliation. CR.Supp.174. Rio also sought an injunction preventing Respondents from disaffiliating except through that process. *Id.* Rio's Fourth Amended (and live) petition removed the specific reference to Paragraph 2553 but continued to request materially the same relief under the Discipline. CR116–18. Removing the paragraph

number did not change the substance of the claim or make the expired process judicially available.

Rio's live petition itself acknowledged that Paragraph 2553 expired on December 31, 2023, and alleged that Rio thereafter "proceeded with disaffiliation of local churches under Paragraphs 1504.23 and 2049 of the Discipline." CR113 ¶ 40. Rio now says it "principally relies" on Paragraph 1504.23 and that its case "will stand or fall" under Paragraphs 1504.23 and 2049 without interpretation or application of the "now obsolete" Paragraph 2553. Pet. Br. 31, 39. That pivot confirms that the Paragraph 2553 relief Rio originally sought is no longer available. It does not establish that Rio pleaded or proved a different, independently enforceable civil debt.

In its factual discussion, Rio states that it proceeded under Paragraphs "1504.23 and 2549" and notes that Paragraph 2549 is not in the record. Pet. Br. 18-19 & n.3. Neither, however, is Paragraph 2049, which does not appear to exist. While one might be tempted to call it a simple typographical error, Paragraph 2049 was referenced as being the purported basis for the claims in *both* the live petition *and* the merits brief here and yet is not in the record. More importantly, Rio *never mentioned* Paragraph 2549 in its live petition as a source of its rights and so cannot now urge the Court that Paragraph 2549 is properly the basis of any relief. As those paragraphs are not in the record, neither Paragraph 2049 nor Paragraph 2549

supplies a record basis for reversing the jurisdictional dismissal. Rio simply cannot rely on an unidentified, unproduced, or previously disclaimed[1] provision to preserve relief after Paragraph 2553's expiration.

That leaves Paragraph 1504.23. But Rio did not plead that provision below as a separately assented-to civil contract or freestanding debt instrument. It pleaded Paragraph 1504.23 within its demand to enforce the Discipline's disaffiliation regime, together with a prescribed Disaffiliation Agreement, Conference approval, payments, and an injunction preventing departure without compliance. A court reviewing the judgment below should not erase the pleaded agreement, approval, and injunction case and replace it with a hypothetical standalone debt claim the trial court was never asked to adjudicate.

Even if the Discipline were treated as a secular contract for purposes of analysis, ordinary contract principles would require the instrument to be considered as a whole, with its provisions harmonized rather than isolated. *Barrow-Shaver Resources Co. v. Carrizo Oil & Gas, Inc.*, 590 S.W.3d 471, 479 (Tex. 2019); *HECI Exploration Co. v. Neel*, 982 S.W.2d 881, 888–89 (Tex. 1998). Rio cannot invoke the parties' entire denominational relationship and the Discipline to establish assent,

[1] The claim that its rights "stand or fall" on Paragraph 2549 is doubly suspect because in its Brief in the Court of Appeals, Rio specifically admitted that intervening rulings by the Church itself held that Section 2549 cannot be used to accomplish disaffiliation of a local church anyway. *See Appellant's Brief* at 4 and fn.6.

status, authority, and obligation while isolating Paragraph 1504.23 from the related provisions governing disaffiliation when defining civil liability.

The text Rio placed in the record does not establish that Paragraph 1504.23 independently governs the departure alleged here. Paragraph 2553 specifically addressed "[d]isaffiliation of a Local Church" and prescribed the discernment, voting, agreement, payment, and ratification process applicable to disaffiliation. CR124–25. Paragraph 1504.23, by contrast, applies when a local church "changes its relationship to The United Methodist Church through *closure, abandonment, or release* from the trust clause…." CR124 (emphasis added). Rio did not plead that Respondents closed or abandoned their churches, and it did not allege an independent claim concerning release from a trust clause. Nothing in the text placed in the record establishes that Paragraph 1504.23 independently governs a congregation's attempted disaffiliation after Paragraph 2553 expired.

Whether Respondents nevertheless underwent the kind of "change in relationship" contemplated by Paragraph 1504.23 cannot be determined through simple arithmetic or ordinary civil law. A court would first have to determine what denominational relationship existed, whether and when that relationship changed, which version of the Discipline governed, whether Paragraph 1504.23 applies to the departure alleged here, which church body possessed authority to make those determinations, whether an obligation accrued before Paragraph 2553 expired, and

whether that obligation survived Respondents' departure. It would also have to determine how Paragraphs 1504.23, 2549 (or 2049), 2553, and other provisions of the Discipline interact. Those are questions of church membership, polity, authority, and law—not merely the calculation of a liquidated sum.

Rio's position produces an additional contradiction. If Respondents changed or ended their relationship with the UMC, Rio must identify an independent secular source providing that its internal assessment became an enforceable civil debt that survived the change. If Respondents did not validly leave because the Discipline required further action, then Rio's requested relief depends upon a civil court deciding the ecclesiastical validity and effect of their attempted departure. Either way, Rio cannot establish liability without resolving the religious predicates that defeat jurisdiction.

In other words, Rio's theory cannot be sustained from the materials it placed before the trial court. The existing record does not establish that Paragraph 1504.23 independently governed Respondents' departure or authorized Rio to impose a substitute disaffiliation process after Paragraph 2553 expired. Supplying the missing connection would require consultation and interpretation of additional provisions, decisions, and sources of UMC law. That is not neutral application of a civil instrument; it is the ecclesiastical inquiry the First Amendment prohibits. So, again, the only supposed basis for the suit here requires the examination of the entire

disaffiliation process under the Book of Discipline, which is simply not available under the neutral principles analysis for the reasons set forth by the court of appeals.

Rio's own litigation position underscores the same point. If Paragraph 1504.23 alone created an immediately enforceable civil debt, there would have been no need for Rio to demand compliance with Paragraph 2553, execution of a separate Disaffiliation Agreement, Conference ratification, and payment as a condition of departure. Conversely, if those related provisions and processes are relevant, the claim cannot be adjudicated without interpreting the Discipline and resolving disputed questions of church polity. Rio cannot use the entire ecclesiastical relationship to establish assent and authority while insisting that the Court disregard that relationship when determining liability.

Paragraph 2553's expiration therefore moots Rio's requested relief compelling completion of that disaffiliation process. Rio's newly emphasized Paragraph 1504.23 theory does not preserve the expired relief, supply an independent secular instrument, or cure the jurisdictional defect. It merely presents the same ecclesiastical dispute in the language of debt. The Court should evaluate the judgment on the claims Rio pleaded—not reverse so that Rio may pursue a materially different claim constructed after the governing disaffiliation provision expired.

III. SMU confirms dismissal because this case lacks SMU's independent secular rule of decision.

SMU began where the court of appeals began here: "Like the court of appeals, we begin by considering whether we have jurisdiction." 716 S.W.3d at 481. The majority recognized that courts lack jurisdiction to decide ecclesiastical or inherently religious questions. *Id*. at 481–83. It contrasted *Milivojevich*, where civil courts could not determine whether a highest ecclesiastical tribunal complied with church law and regulations. 426 U.S. at 713. *Westbrook* likewise requires courts to examine the substance and effect of the requested relief rather than a party's characterization. 231 S.W.3d at 395–400.

SMU found jurisdiction for a concrete secular reason. Texas corporation law authorized the Conference's suit, and *SMU's* filed articles of incorporation supplied the relevant allocation of corporate authority. 716 S.W.3d at 481–83. Deciding the corporate claims did not require the Court to interpret religious doctrine or decide whether a church tribunal correctly applied church law. The civil instruments did the necessary work – instruments that are not present in this record.

The *SMU* majority also identified the consequence when that civil path is unavailable: if the claims could not be decided without resolving religious questions or impeding the church's authority, the courts should dismiss. *Id*. at 483. That sentence forecloses Rio's proposed remedy. The majority did not say courts should

assume jurisdiction, accept an ecclesiastical plaintiff's answers to every religious question, and enforce the result. It said dismissal was warranted.

This case lacks every secular anchor that supported *SMU*. Rio identifies no corporation statute establishing its entitlement to payment, no alleged violation of corporate articles, no deed or trust allocating property, and no independently executed agreement establishing the asserted debt. Rio instead demands its internal church law establish the parties' relationship, assent, duty, breach, and remedy. *SMU* does not permit the internal source to substitute for the external instrument on which *SMU* itself depended.

Much of Rio's granular-jurisdiction rhetoric—including the notion that a court must always assume jurisdiction and then disregard only a prohibited issue—draws principally from a separate writing in *SMU*, not the majority. A concurrence cannot displace the Court's holding. And the majority's express dismissal instruction cannot be reconciled with Rio's superior-plaintiff enforcement theory.

The Fourth Court therefore did not evade *SMU*; it followed it and applied *SMU's* drawn line in the sand. *SMU* falls on the justiciable side because Texas law and articles of incorporation could resolve the civil dispute.

IV. No independent secular contract or other civil instrument supplies Rio's asserted right.

Calling the Discipline a "contract" is a legal conclusion, not a jurisdictional fact that must be accepted as true. *Miranda* requires courts to credit properly pleaded facts, not conclusory characterizations. 133 S.W.3d at 226–27. The pleaded facts show that the Discipline is, in Rio's words, the instrument setting forth the UMC's "laws, plan, polity, and process." CR111. They show an unsigned Disaffiliation Agreement, a disputed church process, and a request to compel ecclesiastical compliance. They do not show a conventional civil bargain covering any Respondent.

Rio's theory uses religious affiliation to do all the work of civil contract formation. Affiliation supposedly establishes assent to the Discipline, the governing version, Rio's interpretive authority, the duration of obligations, and acceptance of future amendments. But determining the civil effect of membership forms, vows, or denominational affiliation would require deciding what those religious acts mean within UMC polity and whether they were intended as civil promises for damages. None of the Respondents are alleged to have executed the same secular instrument, and no signed agreement independently states the liability Rio seeks.

Rio's analogies confirm the missing element. ERISA withdrawal liability exists because a federal statute creates it. Homeowners' assessments arise from recorded covenants and property law. Mortgages arise from executed loan and

security documents. Corporate spinoff duties arise from statutes and governing instruments. In every example, external civil law creates a claim before any private decision is accepted. Here, Rio points *solely back to the Discipline.*

The same is true of Rio's baptized-membership hypothetical. Pet. Br. 44 n.17. Rio posits a contract requiring an annual payment calculated by baptized membership, where a dispute arises over whether a member baptized in another denomination counts; the court defers to the higher body's resolution of that one embedded religious question and then applies secular contract law to the resulting figure. That hypothetical proves Respondents' point rather than Rio's. It works only because an independent, secular, already-formed payment contract exists before any religious question arises; the church's authority is invoked to answer a single interpretive sub-issue nested inside a claim that is otherwise fully justiciable. Rio has no counterpart to that antecedent contract. Respondents never signed the Disaffiliation Agreement Rio's own petition attaches; Rio's own exhibits show they rejected it. CR132. Rio's ecclesiastical determinations here would not resolve one narrow question embedded in an existing secular bargain; they would establish contract formation, identify the governing law, trigger the duty, prove breach, and determine the remedy from the ground up. The hypothetical demonstrates the very independent contract this record lacks.

Wespath's calculation does not create a debt either. The arithmetic may be mechanical after liability exists, but the antecedent obligation is disputed. Rio must establish that each Respondent assented to civil liability for the assessment, that Paragraph 1504.23 governs this change in relationship, that Rio may enforce the amount, and that the obligation survived departure. A third party's calculation cannot answer those legal and ecclesiastical predicates.

Apportionments and insurance-related demands are no more self-executing. Their application may depend on membership, Conference authority, property status, claimed ownership, the timing and validity of departure, and other Discipline provisions. Apportionments also fund denominational ministry and belief, which led directly to Respondents' disaffiliation. A court cannot convert the internal allotment and allocation into a civil debt merely because Rio can state a number.

Neutral principles preserve equal access to ordinary contract remedies. If Rio had a deed, trust, statute, charter, or independent signed contract, a court could apply it. Equal treatment does not require a court to deem internal religious law a civil contract when a secular association's internal rule would not, by itself, establish it either, including assent and damages.

V. Rio's proposed "defer and enforce" method is the rejected deference methodology, not neutral principles.

Episcopal Diocese carefully distinguishes the two methodologies. Under deference, a court defers to and enforces the decision of the highest ecclesiastical

authority to which the matter has been carried. 602 S.W.3d at 426. Under neutral principles, a court applies secular legal rules to civil instruments without resolving doctrine or polity. Id. at 426–29. *Masterson* selected neutral principles and directed Texas courts to use only that construct. *See Masterson v. Diocese of Northwest Texas,* 422 S.W.3d at 607.

Rio mistakes a definition for a command. When this Court explains that the deference methodology involves deferring to and enforcing an ecclesiastical decision, it describes the alternative methodology Texas did not select. Quoting that description cannot transform deference into neutral principles.

Rio's requested sequence confirms the point. It asks a court to identify Rio as the superior body, accept Rio's determinations concerning membership, authority, departure, applicability and meaning of the Discipline, and then enter declarations, an injunction, and a money judgment. That is deference in sheep's clothing. *Episcopal Diocese* rejected the national church's similarly structured contention that church law prevented a diocese's departure and required civil recognition of national-church officers. 602 S.W.3d at 432–35.

There is an important distinction between two uses of ecclesiastical decisions. First, a court adjudicating an *independently existing* property or contract right may have to accept a church's answer to an incidental religious question. Second, a court may allow the church's answer itself to create the civil right and then enforce it. The

first may sometimes coexist with neutral principles. The second is the deference methodology and is what Rio seeks.

Jurisdiction cannot exist when a superior body sues and disappear when a local church seeks a mirror-image declaration. Such a rule would allow the same church-law interpretation to be unreviewable when used as a defense but conclusively enforceable when pleaded by the hierarchy. That result would have a chilling effect on freedom of religion. Neutral principles avoid that one-way ratchet by asking whether an independent civil right exists, regardless of the caption.

Nor does dismissal defer to Respondents' view of church law. It accepts neither side's answer. It holds that a civil court cannot decide the question or convert one side's ecclesiastical answer into a judgment. That is judicial abstention from religious governance, not deference to the departing congregations.

VI. Respondents were free to disassociate, and civil consequences require an independent secular source.

Episcopal Diocese begins its discussion with a categorical proposition: "Congregants, local churches, and leaders of religious entities are free to disassociate from a hierarchical church at any time." 602 S.W.3d at 423. The civil property question in that case was what followed from departure under deeds, trusts, corporate documents, and Texas law—not whether the national church could prevent the departure by invoking its canons.

Rio may decide, for its own religious purposes, whether it recognizes Respondents as compliant members, departed congregations, or something else. Respondents may decide to withdraw from Rio's religious governance and support. Civil courts protect both sides by leaving those internal determinations to the church and adjudicating only independently created civil rights.

Rio's injunction sought more. It would prevent Respondents from acting as departed churches unless they executed Rio's agreement, obtained ecclesiastical approval, and paid internal assessments. Granting that relief would require a court to determine the valid mode and timing of religious disassociation. It would also compel continued adherence to and support of a superior religious organization until Rio's internal conditions were satisfied.

Nothing in Respondents' position immunizes churches from civil law. A congregation cannot escape a mortgage by changing denominations, and an ecclesiastical body cannot ignore a deed or executed contract by invoking autonomy. But the civil consequence comes from the mortgage, deed, statute, charter, trust, or contract. The freedom to depart and the duty to honor an *external* civil obligation can coexist. Rio's difficulty is that it has pleaded the former without identifying the latter.

Rio's theory also raises the Establishment concern noted in *Episcopal Diocese*: blind enforcement of a hierarchical body's decisions can preferentially

advance one form of church governance. 602 S.W.3d at 426 n.28. Neutral principles avoid that concern by applying the same secular rules without making hierarchy itself a source of civil power.

VII. The property cases and Rio's analogies confirm the need for an external civil right.

Rio relies on *Watson, Brown, Jones, Masterson*, and *Episcopal Diocese*, but each involved civil property rights that existed independently of the ecclesiastical decision. *Watson* and *Brown* concerned church property. *Jones* addressed title and trust principles. *Masterson* and *Episcopal Diocese* applied deeds, corporate instruments, trust law, and other secular sources. Those cases did not hold that an ecclesiastical resolution alone creates an affirmative civil debt.

Brown v. Clark, 116 S.W. 360 (Tex. 1909), is therefore not a license to enforce every demand of a recognized church authority. The civil court had property rights before it. *Episcopal Diocese* discussed *Brown* as part of Texas's neutral-principles history, not as a requirement that courts surrender their judicial function to a denomination. *See Episcopal Diocese,* 602 S.W.3d at 426–29.

Rio's 2026 Alabama authority is likewise distinguishable. *Ex parte Alabama-West Florida Conference* concerned conventional property interests reflected in deeds and trust principles. It may show that reference to a discipline does not automatically defeat jurisdiction—a proposition Respondents accept. It does not

show that a discipline, standing alone, creates a debt or permits judicial enforcement of a disputed disaffiliation process.

That distinction explains the results here. When an external civil instrument supplies the right, a court may interpret it under neutral law and avoid religious questions. When the internal code supplies the asserted right and the requested remedy depends on membership, polity, or ecclesiastical authority, there is no neutral civil path. Rio's case is the latter.

The Fourth Court's opinion also conforms with numerous courts applying the law of several other states (under either the neutral-principles or the deference framework as each state's law requires), which have reached the same result when a Conference or comparable UMC body sued to enforce Paragraph 2553 or an analogous disaffiliation provision against departing local churches. *See, e.g., Aldersgate United Methodist Church of Montgomery v. Conference of United Methodist Church, Inc.*, 411 So.3d 328 (Ala. May 31, 2024) (affirming dismissal of local churches' disaffiliation-related claims for lack of subject-matter jurisdiction); *Ex parte Alabama-West Florida Conference of the United Methodist Church*, 401 So. 3d 1123 (Ala. Apr. 12, 2024) (same); *Ex parte Alabama-West Florida Conference of the United Methodist Church*, --- So. 3d ---, 2025 WL 3039468 (Ala. Oct. 31, 2025) (same); *North United Methodist Church v. New York Annual Conference of the United Methodist Church*, 2024 WL 3873499 (Conn. Super. Ct.

Aug. 14, 2024) (same); *Mount Carmel United Methodist Church v. Western North Carolina Conference of the United Methodist Church*, No. 22-CVS-21775 (N.C. Super. Ct. Mar. 22, 2023) (same); *First United Methodist Church of Hobe Sound v. Board of Trustees of Florida Annual Conference of the United Methodist Church*, --- So. 3d ---, 2026 WL 942657 (Fla. Dist. Ct. App. Apr. 8, 2026) (same).

In each of these cases it was the UMC or one of its Conferences, not the departing local church, that took the position that the dispute was ecclesiastical and moved to dismiss for want of jurisdiction. Most telling is *Oklahoma Annual Conference of the United Methodist Church, Inc. v. Timmons*, 538 P.3d 163, 165-66 (Okla. 2023), where local churches sought, *inter alia*, a declaration that they were not required to complete additional requirements imposed by UMC under Paragraph 2553 and UMC "filed a motion to dismiss for lack of subject-matter jurisdiction". Paraphrasing *Timmons* here

> [Rio] does not have a property dispute at this juncture, and it cannot claim to have a dispute at this juncture without confronting the doctrinal issue explicitly raised by the church-created procedural language. [Rio] also claims [Respondents have] violated … procedures outlined in the Book of Discipline. But the only way for the courts to decide that question is, again, to interpret those internal church procedures. Under the church autonomy doctrine, courts cannot — and should not — do that.
>
> *See Timmons,* 538 P.3d at 168.

Rio cannot now ask this Court to hold that its own denomination's consistent position in courts across the country is wrong only when a Texas conference is the

one pursuing local churches rather than resisting them. *See Penrod Drilling Corp. v. Williams*, 868 S.W.2d 294, 296 (Tex. 1993) (Texas courts may draw on the persuasive value of decisions from other jurisdictions). The Fourth Court's decision fits comfortably within that national consensus.

VIII. Minker and the required claim-specific analysis support the court of appeals.

Rio invokes *Minker v. Baltimore Annual Conference of United Methodist Church*, 894 F.2d 1354 (D.C. Cir. 1990), as though any alleged oral or implied promise is justiciable if phrased in contract language. *Minker* says otherwise. Although it recognized that some secular contract provisions might theoretically be adjudicated, it limited or dismissed claims whose actual resolution would require examination of pastoral appointment decisions and church policy. *Id*. at 1358–61. In fact, *Minker* specifically pointed out that "[a] church is always free to burden its activities voluntarily through contracts, and such contracts are fully enforceable in civil court." *See id.* at 1359. Rio had no such independent contract to enforce here.

Minker therefore reinforces the distinction the Fourth Court drew. Courts inspect the actual proof and remedy a claim requires; they do not accept the mere mention of a "contract" as the end game. Here, liability cannot be established without determining Rio's authority, Respondents' status, the governing Discipline, the validity and timing of departure, and the application of, and mutual conformity with,

church-prescribed processes. Those questions are at least as ecclesiastical as the pastoral-assignment questions *Minker* would not adjudicate.

The same answer defeats Rio's assertion that courts may decide its six supposedly secular issues while merely accepting any embedded religious answers. The omitted predicates are the case: whether there was civil assent; which Discipline governs; whether Paragraph 1504.23 applies to Respondents and this type of change; whether the relationship changed despite Rio's claim that departure was unauthorized; whether any duty survived; whether prospective apportionments or insurance obligations apply; and what secular law makes a calculated amount Rio's enforceable debt. The list cannot be made neutral by starting after all contested questions have been assumed in Rio's favor.

The court of appeals did not categorically hold the Book of Discipline could never support some sort of civil claim. It analyzed the particular provisions and relief before it. That is precisely the granular inquiry Rio says *Minker* requires, and it produced dismissal because no claim could be resolved without the ecclesiastical predicates and ecclesiastical entanglement.

IX. Rio's pleadings and attachments establish the defect; no evidentiary burden or missing record saves the claims.

Rio emphasizes that Respondents offered no jurisdictional evidence. That is true and yet also completely immaterial. Respondents challenged the pleadings. *Miranda* directs courts in that posture to examine the live petition and its

attachments. 133 S.W.3d at 226–27. Rio's allegations identify the Discipline as the source of the claimed duties and seek enforcement of a church-governed departure. No fact witness or expert was required to establish what Rio itself pleaded.

The absence of a complete Discipline from the appellate record does not create jurisdiction. The petition and attached provisions already reveal the necessary religious predicates. Other portions of the Discipline could add further dependencies; they cannot transform Paragraph 1504.23 into an external statute, deed, trust, charter, or executed contract. Dismissal therefore does not rest on guessing at missing language.

Separately, to the extent Rio asks an appellate court to construe unproduced provisions or reverse based on their supposedly secular content, Rio bore the burden to present a record demonstrating reversible error. It cannot fault Respondents for failing to produce the ecclesiastical code while simultaneously asking the Court to treat that code as the source of civil liability.

Nor do incidental background references control the judgment. The jurisdictional holding does not depend on deciding the UMC's position on human sexuality or resolving disputed accounts of particular clergy. Rio's own Guidelines, petition, and requested relief show the religious character of the disaffiliation process. Any disagreement about background motivation is harmless because the

operative analysis concerns the elements and remedies Rio pleaded through four amendments.

X. The identity of the plaintiff neither creates jurisdiction nor changes the constitutional boundary.

Rio attempts to distinguish cases brought by local entities from this suit by a superior body. But subject-matter jurisdiction does not turn on which ecclesiastical faction reaches the courthouse first. The constitutional question is whether a civil court can grant the requested relief through neutral civil law without deciding religion or making an ecclesiastical determination the source of civil rights.

A superior-plaintiff rule would produce an untenable asymmetry. A local church could not ask a court to reject Rio's interpretation of the Discipline, but Rio could ask the same court to accept and enforce that interpretation conclusively. The rule would turn hierarchy into civil law and make jurisdiction depend on the caption. No majority opinion of this Court adopts that exception nor should it.

Dismissal also does not preserve a secular status quo in Respondents' favor. It leaves ecclesiastical status to the church and any civilly enforceable rights where secular instruments place them (if anywhere). Rio may recognize or discipline members under its own law; Respondents may disassociate; and either side may enforce an independently existing deed, trust, statute, charter, or contract. What

neither side may demand is a civil adjudication of church-law validity as the premise for relief.

Rio's reliance on church autonomy proves too much. Autonomy protects a church's internal decisions from governmental review. It does not compel government to enforce those decisions as money judgments or injunctions. Otherwise autonomy would become a one-way delegation of sovereign power to ecclesiastical authorities with a clearly chilling effect on First Amendment rights of subordinate members.

XI. Dismissal provides equal treatment and avoids, rather than causes, constitutional discrimination.

Religious organizations have the same access to courts as secular organizations to enforce the same kinds of civil rights. They may sue on contracts, deeds, trusts, statutes, tort duties, and corporate instruments. Rio was not dismissed because it is religious; it was dismissed because the right it asserts cannot be established without internal religious law and disputed ecclesiastical predicates.

A secular plaintiff could not create a contract and damages merely by designating itself the conclusive interpreter of its own internal procedures. It would need a statute, recorded covenant, governing instrument, or contract satisfying ordinary civil law. Requiring Rio to identify the same source is equality, not discrimination.

Rio seeks preferential treatment when it asks the Court to accept its view of formation, authority, duty, and breach without civil adjudication and then supply the coercive remedies of the State. The First Amendment does not grant religious bodies a remedy unavailable to secular parties. It restricts courts from resolving religious questions and from privileging a particular ecclesiastical structure.

The constitutional rights are reciprocal. Rio may govern its religious affairs, while Respondents may withdraw from religious governance and support. A court preserves both interests by refusing to decide who is correct under the Discipline unless a truly independent civil controversy can be resolved without that decision.

XII. No identified ecclesiastical adjudication can support Rio's requested remedy in any event.

Rio describes "deference" as acceptance of a superior church body's adjudication. The pleaded record, however, reflects demands, objections, votes, and refusals—not a final decision of an identified highest tribunal after a defined adjudicatory process. Rio does not show what tribunal acted, what matter was carried to it, what authority the Discipline conferred, or what ruling became final.

Determining those matters would itself require construing UMC polity. A civil court would have to decide which body is superior for this question, whether it exercised adjudicatory rather than administrative authority, whether the matter was properly presented, and whether its action was final. *Milivojevich* forbids civil

courts from deciding whether a highest ecclesiastical tribunal complied with church law and regulations. 426 U.S. at 713.

More fundamentally, even a final ecclesiastical decision would not cure the missing civil right. A church's decision may conclusively govern its membership, clergy, doctrine, and internal discipline. It does not automatically become a civil debt. Deference can protect the ecclesiastical determination from review; it cannot supply contract formation, statutory authorization, title, or a damages remedy absent neutral law.

XIII. Repleading cannot cure the substantive jurisdictional defect.

Rio amended its petition repeatedly and continued to seek enforcement of the Discipline's disaffiliation regime, whether specifically referencing Paragraph 2553 or not. The defect is not a missing jurisdictional phrase, an imperfect element, or an omitted exhibit capable of clarification. It lies in the source and substance of the requested relief: internal church law is asked to create and define the civil obligation.

A plaintiff should receive an opportunity to cure a potentially curable pleading defect. But it need not receive endless opportunities to abandon the adjudicated claim and substitute a materially different one. Rio identifies no amendment that would preserve its requested declaration, injunction, and payments while eliminating the need to decide membership, authority, departure, applicability, and survival under the Discipline.

If Rio possesses an independent signed contract, deed, trust, statute, or corporate instrument, a claim founded on that document would be evaluated on pleadings referencing it. None is present – or even alleged -- here. Merely deleting references to Paragraph 2553 while retaining Paragraph 1504.23 would not create secular assent or remove the religious predicates. It may change emphasis, but not jurisdiction.

The trial court therefore did not err by dismissing after repeated amendments, and the court of appeals correctly affirmed. The proper judgment rests on the live claims actually presented, not a hypothetical claim Rio presents to this Court.

CONCLUSION AND PRAYER

Rio sued to compel compliance with the Discipline's disaffiliation process and now asks the Court to recast one cited component of that process as a freestanding civil debt. Paragraph 2553's expiration independently forecloses the prospective disaffiliation relief Rio pleaded, and Paragraph 1504.23 cannot be recast as a freestanding secular debt without resolving the same ecclesiastical predicates. The Fourth Court followed *Masterson*, *Episcopal Diocese*, *Diocese of Lubbock*, and *SMU* by examining the particular claims, applying only neutral principles, and dismissing when no external secular instrument supplied the asserted right. Rio's proposed superior-plaintiff and defer-and-enforce rules would materially change settled Texas law, undermine the predictability neutral principles protect, and

convert internal ecclesiastical determinations into civil causes of action. Because Paragraph 1504.23, to the extent it applies, remains dependent on disputed questions of affiliation, authority, departure, and church law, the judgment should be affirmed.

Respondents respectfully request that the Court affirm the judgment of the court of appeals and grant all other relief to which Respondents may be entitled.

Respectfully submitted,

By: *James M. Parker, Jr.*
James M. "Jamie" Parker, Jr.
State Bar No. 15488710
E-mail: jparker@namanhowell.com
Curtis J. Kurhajec
State Bar No. 11767200
E-mail: ckurhajec@namanhowell.com

NAMAN HOWELL SMITH & LEE
10001 Reunion Place, Suite 600
San Antonio, Texas 78216
Telephone: (210) 731-6300
Facsimile: (210) 731-2964

ATTORNEYS FOR RESPONDENTS

CERTIFICATION

I certify that I have reviewed the response and have concluded that every factual statement made herein is supported by competent evidence included in the appendix or the record.

By: *James M. Parker, Jr.*
JAMES M. PARKER, JR.

CERTIFICATE OF COMPLIANCE

Pursuant to Texas Rule of Appellate Procedure 9.4(i)(3), I hereby certify that this brief contains 8,271 words (excluding the caption, table of contents, table of authorities, signature, proof of service, certification, and certificate of compliance). This is a computer-generated document created in Microsoft Word, using 14-point typeface for all text, except for footnotes which are in 12-point typeface. In making this certificate of compliance, I am relying on the word count provided by the software used to prepare the document.

By: *James M. Parker, Jr.*
JAMES M. PARKER, JR.

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing document has been sent on the 22nd day of September 2026 to all counsel of record and the following, as shown below:

By: *James M. Parker, Jr.*
JAMES M. PARKER, JR.

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James Parker, Jr. on behalf of James Parker, Jr.
Bar No. 15488710
jparker@namanhowell.com
Envelope ID: 120228151
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Filing Description: Respondents' Brief on the Merits
Status as of 9/22/2026 12:46 PM CST

Associated Case Party: United Methodist Rio Texas Conference Board of Trustees

Name	BarNumber	Email	TimestampSubmitted	Status
P. MichaelJung		michael.jung@clarkhillstrasburger.com	9/22/2026 12:41:50 PM	SENT
Katherine Garber		kathy.garber@clarkhillstrasburger.com	9/22/2026 12:41:50 PM	SENT
James Kimbell	11420000	jkimbell@clarkhill.com	9/22/2026 12:41:50 PM	SENT

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Diana Tellez-Smith		dtsmith@namanhowell.com	9/22/2026 12:41:50 PM	SENT

Associated Case Party: First Methodist Church of Alice, Texas, et al.

Name	BarNumber	Email	TimestampSubmitted	Status
Curtis Kurhajec	11767200	ckurhajec@namanhowell.com	9/22/2026 12:41:50 PM	SENT
James Parker	15488710	jparker@namanhowell.com	9/22/2026 12:41:50 PM	SENT