

REL: September 1, 2023

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# ALABAMA COURT OF CIVIL APPEALS

SPECIAL TERM, 2023

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CL-2022-1178

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**Nathaniel Brooks**

v.

**Carla J. Carter, Bertha Douglas, Andra Sledge,  
and Robert Smith**

**Appeal from Jefferson Circuit Court  
(CV-21-902164)**

PER CURIAM.

Nathaniel Brooks appeals from an order entered by the Jefferson Circuit Court ("the circuit court") compelling him to arbitrate claims filed against him by Carla J. Carter, Bertha Douglas, Andra Sledge, and

Robert Smith ("the plaintiffs"), purportedly "as members and officers" of Greater Saint John Missionary Baptist Church ("GSJ").

On July 28, 2021, the plaintiffs filed a complaint in the circuit court against Brooks in which they alleged that, in September 2017, Brooks had accepted GSJ's offer of employment to be its senior pastor and that the employment agreement between GSJ and Brooks provided that Brooks,

"[d]uring the course of [his] employment, [was] free to resign from [GSJ] at any time for any reason and [GSJ] also ha[s] the right to terminate your employment at any time, with or without advance notice and with or without cause. [GSJ] has not made a commitment for any length, duration or permanence of employment."

The complaint further alleged that, on April 21, 2021, at a meeting of the members of GSJ, Brooks's employment had been terminated, effective immediately, by a majority vote of the members and that Brooks had been informed of the results of that meeting. However, according to the complaint, Brooks "ha[d] refused to step down as senior pastor, ha[d] refused to vacate GSJ's parsonage and church building, and ha[d] continued to receive compensation." The complaint requested the entry of a judgment declaring that Brooks's employment as senior pastor of GSJ had been terminated, as well as the entry of (1) a judgment enjoining

Brooks from acting as senior pastor of GSJ and from entering or using the parsonage or church building and (2) a judgment against Brooks in the amount of \$27,408 for payments and benefits he had received after the termination of his employment.

After being served with the complaint, Brooks filed a motion seeking a dismissal or a summary judgment. In that motion, he alleged that, in December 2018, GSJ had approved bylaws ("the 2018 bylaws") governing the operation of GSJ and that those bylaws provided that any decision to discipline or terminate a pastor had to be made by the board of directors of GSJ, rather than the members or deacons of GSJ, pursuant to certain procedures.<sup>1</sup> According to Brooks, those procedures had not been followed in the purported termination of his employment; instead, he asserted, "a rogue group of disgruntled church members, who had voluntarily resigned their positions within the church, [had] decided to engage in an attempted overtake of the church and [had] blatantly

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<sup>1</sup>The 2018 bylaws stated that the GSJ "is organized under Title 10A, Chapter 3 of the Alabama Nonprofit Corporation Law," that GSJ "is operated as a Corporation in accordance with that chapter," and that, "subject to ... its Articles of Incorporation and these Bylaws," GSJ "is governed by its Board of Directors." It is unclear, however, whether any filings had been made regarding GSJ with the Secretary of State.

refused to follow any of the rules that they themselves [had] created or adopted by executing bylaws." Brooks further alleged that the 2018 bylaws required that the claims at issue be submitted to mediation and, if not resolved by mediation, to arbitration. Section 18.4 of the 2018 bylaws stated:

"In keeping with 1 Corinthians 6:1-8, all disputes which may arise between any member of [GSJ] and [GSJ] itself, or between any member of [GSJ] and any Pastor, Trustee, Overseer, Elder, Director, officer, employee, volunteer, agent, or other member of [GSJ] shall be resolved by mediation, and if not resolved by mediation, then by binding arbitration under the procedures and supervision of the Rules of Procedure for Christian Conciliation, Institute for Christian Conciliation. In the event that this group ceases to exist during the course of this Agreement, arbitration under this section shall be conducted according to the rules of the American Arbitration Association. Judgment upon an arbitration award may be entered in any court otherwise having jurisdiction. The parties each agree to bear their own costs related to any mediation or arbitration proceeding including payment of their own attorneys' fees. Either party may file a motion seeking temporary injunctive relief from a court of competent jurisdiction in order to maintain the status quo until the underlying dispute or claim can be submitted for mediation or arbitration."

Brooks requested that the circuit court dismiss the action for lack of jurisdiction or, if it determined that it had jurisdiction, that it enter a summary judgment in his favor and sanction the plaintiffs by awarding him attorney fees under the Ala. Code 1975, § 12-19-171.

The plaintiffs filed a response opposing Brooks's motion, arguing that the 2018 bylaws had never been properly adopted by GSJ or were otherwise unenforceable and that, pursuant to an earlier set of bylaws they claimed had been adopted in 2004 ("the 2004 bylaws"), which Brooks contended were never adopted by GSJ, Brooks's employment properly had been terminated. They also noted that the 2018 bylaws included a statement that they were an "amendment" to the 2004 bylaws, suggesting that they did not supplant the 2004 bylaws in their entirety, and they argued that they had substantial justification for filing their claims and that genuine issues of material fact existed that precluded the entry of a summary judgment against them.

On January 25, 2022, the circuit court entered an order directing that "the status quo of ... Brooks as [senior] [p]astor of [GSJ] ... will remain until the [p]arties have completed discovery and the [c]ourt has ruled on the subject." After discovery, the circuit court scheduled Brooks's motion for a summary judgment for a hearing. After that hearing, the circuit court entered an order on August 17, 2022, stating that the existence of genuine issues of material fact precluded the entry of a summary judgment but that § 18.4 of the 2018 bylaws nevertheless

was enforceable. The August 2022 order required the parties to mediate their dispute before retired Judge Scott Donaldson and to complete that mediation no later than October 15, 2022. The circuit court further ordered that, if the mediation failed,

"pursuant to the aforementioned [§] 18.4, the [p]arties shall resolve the herein dispute by binding arbitration .... It is ordered that [a]rbitration shall be initiated by the [p]arties if [m]ediation fails, no later than November 15, 2022. If either [p]arty attempts to delay the process of mediation/arbitration, the [c]ourt will consider a [m]otion to [c]ompel and for [c]ontempt of [c]ourt for failing to follow this ... [o]rder."

On August 26, 2022, Brooks filed a motion to amend or vacate the August 2022 order, arguing that, because the circuit court had determined that § 18.4 was valid and enforceable, the only order the circuit court had authority to enter was an order maintaining the status quo pending the parties' dispute being submitted for mediation or arbitration. Brooks also contended that no other justiciable controversy had been presented that the circuit court could resolve and that the action should be dismissed for lack of jurisdiction. On August 29, 2022, the circuit court entered an order denying Brooks's motion to amend or vacate the August 17, 2022, order and his request that the case be dismissed for lack of subject-matter jurisdiction.

On September 21, 2022, Judge Donaldson filed a report in the circuit court stating that the mediation had failed to resolve the parties' dispute. On October 7, 2022, the circuit court entered an order directing Brooks's counsel "to initiate formal [a]rbitration ... no later than October 14, 2022, absent good cause shown." It also ordered that "the [a]rbitration fees shall be paid by [GSJ], unless said fees are to be paid by other sources identified within the [c]hurch documents." The October 7, 2022, order further purported to amend the January 2022 status quo order "to allow ... Brooks to continue as a compensated [p]astor of [GSJ] provided the herein [a]rbitration process has commenced on or before October 14, 2022." If arbitration was not commenced "as of October 14, 2022," however, the circuit court ordered that Brooks status as a compensated pastor "shall be suspended, until resolution of the [a]rbitration."

On October 25, 2022, Brooks filed a motion to amend or vacate the August 29, 2022, order and the October 7, 2022, order. Brooks contended that, by determining that § 18.4 was valid and enforceable, the circuit court necessarily must also conclude that the entirety of the 2018 bylaws amending the 2004 bylaws were valid and enforceable and thus must

dismiss the action because the proper process for terminating Brooks's employment under the 2018 bylaws had not been followed and because the board of directors of GSJ had made no decision to terminate Brooks's employment. Also, Brooks argued that ordering GSJ, which was not a party to the action, to pay arbitration fees violated the terms of § 18.4.

On October 28, 2022, the circuit court entered an order stating, essentially, that it understood § 18.4 to have been part of the 2004 bylaws or, perhaps, an earlier amendment to those bylaws -- a finding that is not supported by the record and that would require the resolution of disputed material facts in any event -- and denying Brooks's October 2022 motion to amend or vacate. The order further stated that, if Brooks had not initiated arbitration on or before October 14, 2022, he would be suspended as of that date from his "status as a compensated pastor" until resolution of the arbitration.

On November 18, 2022, Brooks filed a notice of appeal to this court. Brooks argues on appeal that the circuit court erred in entering the October 7, 2022, order because, he says, in that order the court added terms to the plain language of § 18.4, the applicable arbitration agreement. Specifically, he argues that the circuit court erred by



directing Brooks to initiate the arbitration, by directing that GSJ pay for that arbitration, and by directing that Brooks's status as senior pastor of GSJ would be suspended if the arbitration was not initiated as directed. We must pretermite discussion of those issues, however, because the circuit court lacked subject-matter jurisdiction over the plaintiffs' claims and, thus, was required to dismiss their action.

It is well settled that an appellate court must consider whether it has jurisdiction over an appeal, even if that issue is not raised by one of the parties, "because "jurisdictional matters are of such magnitude that we take notice of them at any time and do so even ex mero motu."" Webb v. City of Demopolis, 14 So. 3d 887, 889 (Ala. Civ. App. 2008) (quoting Wallace v. Tee Jays Mfg. Co., 689 So. 2d 210, 211 (Ala. Civ. App. 1997), quoting in turn Nunn v. Baker, 518 So. 2d 711, 712 (Ala. 1987)). It is also well settled that subject-matter jurisdiction must exist at the outset of an action, see Bernal, Inc. v. Kessler-Greystone, LLC, 70 So. 3d 315, 319 (Ala. 2011), and that when a circuit court without subject-matter jurisdiction purports to enter any judgment other than one dismissing the action for lack of jurisdiction, that judgment is void and will not support an appeal. See Singleton v. Graham, 716 So. 2d 224, 226 (Ala.

Civ. App. 1998). Instead, that judgment must be vacated or set aside and the appeal must be dismissed. Singleton, *supra*; Bernal, *supra*.

Brooks contends that he is the senior pastor of GSJ, and he apparently continued to serve in that capacity and to be paid for his services until the circuit court directed otherwise. The plaintiffs -- presumably on behalf of GSJ, although it is unclear how or why they might have the authority to file an action for GSJ -- sought to obtain a judgment declaring that Brooks had been removed as the senior pastor of GSJ and to obtain further relief based on that declaration. Such a declaration, however, would require that the circuit court address matters relating to GSJ's internal organization and ecclesiastical law as a precondition to granting any of the relief that the plaintiffs requested. In Taylor v. Paradise Missionary Baptist Church, 242 So. 3d 979 (Ala. 2017), the supreme court indicated that such inquiries are not within the subject-matter jurisdiction of the circuit court. Id. at 996 ("[T]he removal of Taylor as the pastor of PMBC [Paradise Missionary Baptist Church] was purely an ecclesiastical matter not involving a property right and the trial court lacked the jurisdiction to consider it. The determination of whether his removal was valid and in accordance with PMBC's bylaws

necessarily required the trial court to delve into matters relating to PMBC's internal organization and its ecclesiastical or spiritual rule, custom, or law. ... [T]he trial court lacked the jurisdiction to make that inquiry.").

Based on the foregoing, we dismiss the appeal, albeit with instructions to the circuit court to vacate all orders entered in this case and to enter an order dismissing the action.

APPEAL DISMISSED WITH INSTRUCTIONS.

Thompson, P.J., and Hanson and Fridy, JJ., concur.

Edwards, J., concurs specially, with opinion, which Moore, J., joins.

EDWARDS, Judge, concurring specially.

I have struggled with reconciling what appear to be conflicting lines of precedent discussed in Taylor v. Paradise Missionary Baptist Church, 242 So. 3d 979 (Ala. 2017). Because the resolution of the jurisdictional issue in the present case is consistent with what appears to have been the final rationale and result in Taylor, I concur.

Moore, J., concurs.