

RENDERED: AUGUST 10, 2012; 10:00 A.M.  
NOT TO BE PUBLISHED

**Commonwealth of Kentucky**  
**Court of Appeals**

NO. 2011-CA-000746-MR

STEVEN B. CRYMES

APPELLANT

v. APPEAL FROM JEFFERSON CIRCUIT COURT  
HONORABLE IRV MAZE, JUDGE  
ACTION NO. 10-CI-007133

GRACE HOPE PRESBYTERIAN  
CHURCH, INC.

APPELLEE

OPINION  
REVERSING AND REMANDING

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BEFORE: DIXON, STUMBO, AND TAYLOR, JUDGES.

TAYLOR, JUDGE: Steven B. Crymes brings this appeal from an April 21, 2011, Opinion and Order of the Jefferson Circuit Court dismissing his complaint against Grace Hope Presbyterian Church, Inc., for lack of subject matter jurisdiction under Kentucky Rules of Civil Procedure (CR) 12.02. We reverse and remand.

On May 6, 2005, Crymes assumed the position of pastor at Grace Hope Presbyterian Church, Inc. (Grace Hope). Concomitant thereto, Crymes entered into an employment contract with Grace Hope outlining his annual salary and benefits. Grace Hope terminated Crymes' employment on February 28, 2010. Crymes subsequently filed a complaint against Grace Hope in the Jefferson Circuit Court seeking monetary compensation for contract claims including unpaid salary and benefits due under the employment contract. Crymes specifically asserted that he was not paid the contractually stipulated wages and benefits for work performed prior to his termination as pastor. Rather than file an answer, Grace Hope filed a motion to dismiss Crymes' complaint pursuant to CR 12.02 for lack of subject matter jurisdiction. The circuit court believed that Crymes' claims were ecclesiastical, thus depriving the court of jurisdiction. The circuit court granted Grace Hope's motion and dismissed Crymes' complaint under CR 12.02. This appeal follows.

When considering a motion to dismiss under CR 12.02, the pleadings must be construed in a light most favorable to the claimant and all allegations must be taken as true. *Pike v. George*, 434 S.W.2d 626 (Ky. 1968). To be entitled to dismissal pursuant to CR 12.02, it must be proved that claimant would not be entitled to relief upon any facts in support of the claims. *Upchurch v. Clinton County*, 330 S.W.2d 428 (Ky. 1959). Our review shall proceed accordingly.

Crymes contends that the circuit court erred by dismissing his complaint against Grace Hope. Crymes specifically asserts the circuit court

erroneously determined that his claims of breach of contract looked to an ecclesiastical issue that deprived the court of subject matter jurisdiction. He maintains that recovery of unpaid salary and benefits for work previously performed is not an ecclesiastical issue but rather is fully within the jurisdiction of the court to adjudicate as a contract claim. Crymes further argues that the circuit court erroneously relied upon *Music v. United Methodist Church*, 864 S.W.2d 286 (Ky. 1993) as authority. For the reasons stated, we agree.

It is well-settled that the First Amendment to the United States Constitution prohibits courts from interfering in church controversies that are fundamentally ecclesiastical in nature. *Marsh v. Johnson*, 295 Ky. 305, 82 S.W.2d 345 (1935). The *Marsh* court specifically stated:

In recognition of the vital principle of separation of church and state, this court, as have all others, has consistently declared that the secular courts have no jurisdiction over ecclesiastic controversies and will not interfere with religious judicature or with any decision of a church tribunal relating to its internal affairs, as in matters of discipline or excision, or of purely ecclesiastical cognizance. . . .

*Id.* at 346. Ecclesiastical matters generally involve church government, membership, discipline, or theological issues. *Prather v. Immanuel Baptist Church*, 296 S.W.2d 224 (Ky. 1956). Thus, the termination or discipline of a pastor is normally viewed as constituting an ecclesiastical matter over which the judiciary possesses no jurisdiction. However, while termination of a pastor constitutes an ecclesiastical matter, breach of contract claims for wages or benefits

accrued during the pastor's term of employment and prior to his termination do not constitute ecclesiastical matters. 77 C.J.S. *Religious Societies* § 72 (2006).

Breach of contract claims for wages or benefits accrued during a pastor's employment are recognized as involving civil or property rights and come within the jurisdiction of the courts to adjudicate. To be more precise, the court possesses jurisdiction to adjudicate breach of contract claims for unpaid wages and benefits accruing during a pastor's employment term but lacks jurisdiction to adjudicate any claims directly related to the termination of a pastor. 77 C.J.S. *Religious Societies* §§ 72, 128 (2006).

In this case, Crymes entered into an employment contract with Grace Hope. It is undisputed that Crymes is not contesting Grace Hope's termination of him as pastor. Rather, Crymes is merely seeking compensation for unpaid salary and benefits allegedly owed to him for work performed prior to his termination.

Additionally, we view *Music* as distinguishable. *Music*, 864 S.W.2d 286. In *Music*, the issue presented was whether the church's discipline of a minister (by placing him on forced leave) was an ecclesiastical matter, thus depriving the court of jurisdiction. *Id.* The *Music* Court held the church's decision to discipline a pastor involves "internal church discipline, faith, and organization, all of which are governed by ecclesiastical rule, custom and law." *Id.* at 288. By contrast, the claim presented in the case *sub judice* was not whether Grace Hope properly terminated Crymes; rather, the claim presented was whether Crymes was paid the proper salary and benefits under his alleged employment contract while employed

and prior to his termination. A claim for unpaid wages and benefits for work previously performed under an employment contract is not ecclesiastical and is reviewable by the court. Thus, the circuit court erred by dismissing Crymes' complaint pursuant to CR 12.02.

For the foregoing reasons, the Opinion and Order of the Jefferson Circuit Court is reversed and this cause is remanded for proceedings consistent with this opinion.

ALL CONCUR.

BRIEFS FOR APPELLANT:

Alton D. Priddy  
Louisville, Kentucky

BRIEF FOR APPELLEE:

Mark W. Leach  
Louisville, Kentucky