ENTERED
OCT 30 2026

COURT OF COMMON PLEAS
HAMILTON COUNTY

D. ANDREW WILSON, OHIO ATTORNEY GENERAL	:	**Case No: A2601978**
Plaintiff,	:	**Judge Christopher Wagner**
v.	:	
HEBREW UNION COLLEGE JEWISH INSTITUTE OF RELIGON	:	**ENTRY DENYING MOTION TO DISMISS**
Defendant.	:	

This matter came before the Court on Defendant Hebrew Union College – Jewish Institute of Religion's ("HUC") Motion to Dismiss Plaintiff's Complaint, filed June 11, 2026.

Plaintiff D. Andrew Wilson, Ohio Attorney General ("Attorney General" OR "AG") filed the Complaint on April 10, 2026.[1] On May 28, 2026, the College for Contemporary Judaism ("CCJ") filed a Motion for Limited Intervention. On June 11, 2026, HUC filed the instant Motion to Dismiss. Defendant HUC also filed a Motion for Protective Order Staying Discovery and a Motion to Stay Consideration of the Motion for Limited Intervention.

The Court held an in-person Initial Case Management Conference on June 25, 2026. At the Case Management Conference, the Court set a hearing date of August 21, 2026 for the pending motions in this case. The Court held a hearing on August 21, 2026, at which counsel for both parties and proposed Intervenor CCJ were present.

On August 24, 2026, the Court granted HUC's Motion to Stay Discovery until a decision on the instant Motion to Dismiss, and denied HUC's Motion to Stay Consideration of the Motion for Limited Intervention. The Court granted CCJ's Motion for Limited Intervention on October 5, 2026.

[1] At the time of filing, Dave Yost was Ohio Attorney General.

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I. Relevant Facts and Procedural History

In 1875, Cincinnati Rabbi Isaac Mayer Wise founded Hebrew Union College as a rabbinical school in Cincinnati, Ohio. HUC focuses on the training and education of rabbis and leaders of the Reform Jewish movement, one of the major denominations of Judaism. In 1950, HUC consolidated with the Jewish Institute of Religion, which was based in New York. When the institutions announced their proposed consolidated in 1948, the announcement included a statement that the consolidated institution "shall continue to maintain schools in Cincinnati and New York." (Complaint, p 22).

In 1950, Hebrew Union College of Cincinnati and the Jewish Institute of Religion executed an agreement to consolidate ("the Consolidation Agreement"). Section 2 of the Consolidation Agreement provides: "Consolidated corporation shall permanently maintain rabbinical schools in Cincinnati, Ohio and New York, New York." (Complaint, Exhibit 1).

Section 9 of the Consolidation Agreement states that that "affirmative vote of at least two-thirds of all the Trustees shall be required for any revision or amendment of this consolidation agreement." (Complaint, Exhibit 1).

Shortly before the consolidation, Hebrew Union College founded a secular Ph.D. program in Cincinnati. HUC has also offered a Master's program to graduate students in Cincinnati. In the 1950s and 1960s, HUC expanded further to add campuses in Los Angeles and Jerusalem. No revisions were made to the Consolidation Agreement regarding these campus additions.

In April 2022, the College's Board voted to amend the Consolidation Agreement to delete the language requiring it to "permanently maintain" rabbinical schools in Cincinnati and New York. The resolution directed the closing of the Cincinnati rabbinical school by the end of the 2025-26 academic year.

The April 11, 2022 resolution specified the reasons for closing the rabbinical program in Cincinnati, including declining enrollment, declining financial support, and the difficulty of operating three North American campuses. (Complaint, Exhibit 3 at 4). The resolution directed the continuation of rabbinical schools in New York and Los Angeles. In October 2023, the College's Board voted to also close the graduate programs in Cincinnati.

The Cincinnati rabbinical school closed at the end of the 2025-26 academic year. Plaintiff Attorney General alleged that HUC is actively pursuing the sale or lease of the land that it owns, which houses the Cincinnati rabbinical school.

Plaintiff Attorney General filed the Complaint on April 10, 2026. Plaintiff alleged that Defendant HUC violated Ohio law and breached its charitable trust when HUC removed the language from its Consolidation Agreement that required the permanent maintenance of a Cincinnati rabbinical school. Plaintiff alleged that HUC also violated Ohio law and breached its charitable trust by failing to use its donations and other assets in ways that honor the charitable purpose tied to the existence of a Cincinnati rabbinical school.

The Attorney General alleged that certain charitable donations received by HUC were made with restrictions, including the assurance of a "permanent" rabbinical school in Cincinnati. The Attorney General alleged that financial support would not have been given, in many cases, without the assurance of a "permanent" rabbinical school in Cincinnati. The Attorney General alleged that HUC has redirected a portion of these restricted funds to benefit HUC's New York, Los Angeles, and/or Jerusalem campuses.

In the Complaint, Plaintiff Attorney General brought claims of (1) Unjust Enrichment; (2) Reformation of Charitable Trust; (3) Breach of Fiduciary Duties, Common Law; (4) Breach of Fiduciary Duties, Statutory; and (5) Abuse of Charitable Trust under R.C. 109.24.

The Complaint requested an accounting; the declaration of a charitable and/or constructive trust over Defendant's Ohio-based assets to be redistributed by the Attorney General for the support of a permanent rabbinical school in Cincinnati; a permanent injunction restricting Defendant from selling the Cincinnati campus and from diverting assets; imposition of a constructive trust; and compensatory damages and/or restitution, to be redistributed for the support of a permanent rabbinical school.

HUC moved to dismiss the Attorney General's Complaint under Rule 12(B)(1) and (6). In its Motion to Dismiss, HUC argues that the AG "seeks to take control over HUC's rabbinical-education program and its Ohio-centered assets to redistribute in his sole discretion." The Attorney General argued that the Ecclesiastical Abstention Doctrine and both the United States and Ohio Constitutions forbid such governmental intrusions into religious affairs. Additionally, HUC argued that the April 2022 resolution amended HUC's Articles of Incorporation consistent with both R.C. 1702 and the HUC charter, which expressly permitted amendments.

II. Legal Standard

A Rule 12(B)(6) motion to dismiss for failure to state a claim upon which relief can be granted "tests the sufficiency of the complaint." *Napier v. TriHealth, Inc.*, 2022-Ohio-3311, ¶ 4 (1st Dist.) (internal citations omitted). For a Rule 12(B)(6) motion, the court "must accept all factual allegations as true – looking only to the allegations in the complaint – and draw all reasonable inferences in favor of the nonmoving party." *Id.* To grant a Rule 12(B)(6) motion to dismiss, "it must appear beyond doubt from the complaint that the plaintiff can prove no set of facts which would entitle him or her to recovery." *Id.*; *see also O'Brien v. University Community Tenants Union, Inc.*, 42 Ohio St.2d 242, 245 (1974).

Unsupported conclusions alleged in a complaint are not presumed to be true and are not sufficient to withstand a motion to dismiss. *State ex rel. Hickman v. Capots*, 45 Ohio St.3d 324 (1989); *see also Mitchell v. Lawson Milk Co.*, 40 Ohio St.3d 190, 193 (1988). However, a plaintiff "is not required to prove his or her case at the pleading stage. Very often, the evidence necessary for a plaintiff to prevail is not obtained until the plaintiff is able to discover materials in the defendant's possession." *York v. Ohio State Highway Patrol*, 60 Ohio St.3d 142, 145 (1991). "Consequently, as long as there is a set of facts, consistent with the plaintiff's complaint, which would allow the plaintiff to recover, the court may not grant a defendant's motion to dismiss." *Id.*

Under Rule 12(B)(1), a court may dismiss a claim for lack of subject matter jurisdiction. Dismissal under Rule 12(B)(1) is appropriate when the plaintiff fails to allege a "cause of action cognizable by the forum." *Ruehmer v. Queen City Lodge*, 2021-Ohio-2904, ¶ 12 (1st Dist.). In making this determination, the Court "is not limited to the allegations of the complaint and may consider other pertinent material without converting the motion into a motion for summary judgment." *Doe v. Pontifical College Josephinum*, 2017-Ohio-1172, ¶ 8 (10th Dist.); *see also Wilkerson v. Howell Contrs., Inc.*, 163 Ohio App.3d 38, 43 (1st Dist. 2005).

III. Decision

The Attorney General's Complaint revolves around the 1950 Consolidation Agreement that formed HUC. As stated, Section 2 of the Consolidation Agreement provides: "Consolidated corporation shall permanently maintain rabbinical schools in Cincinnati, Ohio and New York, New York." (Complaint, Exhibit 1).

In the Motion to Dismiss, Defendant HUC argued that (1) the Complaint violates religious freedoms guaranteed in the United States and Ohio Constitutions; and (2) the HUC Board took a vote to close the Cincinnati rabbinical school in accordance with HUC's governing documents and Ohio law.

i. Freedom of Religion under the United States and Ohio Constitutions

Defendant HUC argued that the Complaint fails on three independent constitutional grounds: (1) the Ecclesiastical Abstention Doctrine divests this Court of subject-matter jurisdiction because the Complaint centers on purely ecclesiastical issues about where and how to train rabbinical candidates; (2) the Complaint violates the Free Exercise Clause by coercing a religious institution's exercise of a central tenet of its faith; and (3) the Complaint violates the Establishment Clause by excessively entangling the government and HUC's religious affairs.

The Ecclesiastical Abstention Doctrine bars a court from interfering in disputes within religious organizations concerning religious practice, doctrine, or internal organization. *Watson v. Jones*, 80 U.S. 679, 729 (1872). However, the Ecclesiastical Abstention Doctrine "does not preclude courts from wading into any disputes involving religious entities." *Early Church of God in Christ, Inc. v. Jackson*, 2022-Ohio-4034, ¶ 8 (1st Dist.), citing *Watson*, 80 U.S. at 714 ("Religious organizations come before [courts] in the same attitude as other voluntary associations for benevolent or charitable purposes, and their rights of property, or of contract, are equally under the protection of the law, and the actions of their members subject to its restraints").

Courts, therefore, do have certain roles "in adjudicating church-related disputes consistent with the mandates of the First Amendment." *Id.* Of course, this does not mean that courts may adjudicate *all* church-related disputes.

In determining whether the Ecclesiastical Abstention Doctrine applies, Ohio courts consider (1) whether the organization is hierarchical or congregational; and (2) if the organization is congregational, whether the dispute is ecclesiastical or secular in nature. *Harrison v. Bishop*, 2015-Ohio-5308, ¶ 41 (6th Dist.), citing *Bhatti v. Singh*, 148 Ohio App.3d 386, 392 (12th Dist. 2002). If the dispute is ecclesiastical, the Court lacks jurisdiction. *Id.*

The parties do not dispute that Judaism is a congregational religion. The parties dispute, however, whether the Attorney General's Complaint intrudes into ecclesiastical matters.

The federal Free Exercise Clause protects individuals and organizations from laws that prohibit the free exercise of religion. The Constitution provides that "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof..." U.S. Const. amend. I. The United States Supreme Court incorporated the First Amendment to the states, through the Fourteenth Amendment, in *Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940) ("The fundamental concept of liberty embodied in [the Fourteenth Amendment] embraces the liberties guaranteed by the First Amendment").

The Ohio Constitution provides that "[n]o person shall be compelled to attend, erect, or support any place of worship, or maintain any form of worship, against his consent; and no preference shall be given, by law, to any religious society; nor shall any interference with the rights of conscience be permitted." Ohio Const. art. I, § 7.

The text of the Ohio Constitution contains substantially different wording that the wording of the federal Constitution. The Ohio Constitution "allows no law that even *interferes* with the rights of conscience." *Humphrey v. Lane*, 89 Ohio St.3d 62, 67 (2000) (emphasis in original). While the federal Constitution concerns laws that prohibit the free exercise of religion, the Ohio Constitution makes "potentially unconstitutional" laws that may "tangentially" affect religion. *Id.*

To state a prima facie free exercise claim in Ohio, a plaintiff must show "that his religious beliefs are truly held and that the governmental enactment has a coercive effect against him in the practice of religion." *Id.* at 68. As to both direct and indirect encroachments upon religious freedom, a state enactment "must serve a compelling state interest and must be the least restrictive means of furthering that interest." *Id.*

The Establishment Clause of the federal Constitution provides that "Congress shall make no law respecting an establishment of religion..." U.S. Const. amend. I. The United States Supreme Court has also incorporated the Establishment Clause of the First Amendment to the states, through the Fourteenth Amendment. *See Everson v. Bd. of Educ.*, 330 U.S. 1, 14-15 (1947); *Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940).

In *Lemon v. Kurtzman*, the United States Supreme Court "called for an examination of a law's purposes, effects, and potential for entanglement with religion." 403 U.S. 602, 612-13 (1971). In time, the *Lemon* test came to involve "estimations about whether a 'reasonable observer' would consider the government's challenged action an 'endorsement' of religion." *Kennedy v. Bremerton Sch. Dist.*, 597 U.S. 507, 534 (2022) (citations omitted).

In *Kennedy*, the United States Supreme Court explained that the Court had "long ago abandoned *Lemon* and its endorsement test offshoot." 597 U.S. at 534. Although frequently criticized, the *Lemon* test was not abandoned in clear terms until the Supreme Court's decision in *Kennedy*. In place of the *Lemon* test, the United States Supreme Court "has instructed that the Establishment Clause must be interpreted by 'reference to historical practices and understanding.'" *Id.* at 535, quoting *Town of Greece v. Galloway*, 572 U.S. 565, 576 (2014).[2]

Similar to the Free Exercise Clause, the Ohio Establishment Clause differs from the federal Constitution. Again, the Ohio Constitution provides that "[n]o person shall be compelled to attend, erect, or support any place of worship, or maintain any form of worship, against his consent; and no preference shall be given, by law, to any religious society; nor shall any interference with the rights of conscience be permitted." Ohio Const. art. I, § 7.

[2] The Court is aware of the criticisms of this approach. "Historical particularism does not remove judicial discretion: it hides it." Reva B. Siegel, THE LEVELS-OF-GENERALITY GAME: "HISTORY AND TRADITION" IN THE ROBERTS COURT, 47 Harv. J.L. & Pub. Pol'y 563, 596 (2024).

At this early stage of litigation, the Court finds that dismissal on constitutional grounds is premature. Taking all facts in a light most favorable to the AG, as required under Rule 12(B)(6), the Court cannot determine that the Complaint violates the First Amendment of the federal Constitution, nor the Ohio Constitution. The AG challenges HUC's actions as an Ohio charitable trust and nonprofit corporation. Although HUC argued that the decision to close the rabbinical school was "purely ecclesiastical," the allegations of the Complaint do not indicate that the Attorney General brought this case purely because of the decision to close the rabbinical school.

The Attorney General alleged (1) that HUC's 1950 Consolidation Agreement required HUC to permanently maintain a rabbinical school in Cincinnati, Ohio; (2) that Ohio donors have HUC millions of dollars in reliance on the commitment to maintaining a permanent rabbinical school in Cincinnati, Ohio; (3) that HUC then voted to delete to permanence requirement and close the rabbinical school; and (4) that HIC redistributed the Ohio charitable assets to New York, Los Angeles, and Jerusalem.

Taking the alleged facts most favorably to the Attorney General, the central issue that appears at this time is not Jewish theology, religious doctrine, or ecclesiastical governance. The same issue could arise whether or not the defendant was a religious institution. Further, certain remedies sought by the Attorney General appear facially neutral. There is a lack of sufficient record before the Court on whether the propriety of such remedies is premature at this time.

Similarly, under Rule 12(B)(1), the Court cannot determine that the Attorney General has failed to a allege a cause of action cognizable by the forum. Again, based on the lack of sufficient record before the Court, and the facially neutral allegations of the Attorney General, the Court determines that dismissal under Rule 12(B)(1) would be premature.

ii. Failure to State a Claim Based on the Consolidation Agreement

In its Motion to Dismiss, HUC argued that, whether or not the Attorney General's Complaint raises constitutional issues, it fails to state a claim under Rule 12(B)(6). HUC argued that (1) HUC exercised a lawful corporate power by amending its Articles of Incorporation; (2) the Complaint rests on a flawed usage of the word "permanent"; and (3) the Complaint pleads no facts that HUC was unjustly enrich, or that the Board violated any gift restrictions or breached any fiduciary duties.

First, HUC argued that the Board validly voted to amend HUC's Articles of Incorporation to eliminate the provision stating that the HUC would "permanently maintain" a rabbinical school in Cincinnati. HUC argued that the 1950 Consolidation Agreement authorized amending any of the terms by a two-thirds majority vote of the Board. (Complaint, Exhibit 3, § 9).

In his Memorandum in Opposition, the Attorney General agreed that the AG is not suggesting that the Board lacked authority to amend its Articles of Incorporation, nor suggesting that the 1950 Consolidation Agreement precluded amendment. The Attorney General argued that the Complaint makes claims for breach of fiduciary duties at common law and pursuant to R.C. 1716.17. The Attorney General argued that these fiduciary duties include not only acting in the best interest of HUC, but also the duty of obedience to HUC's stated purpose and the duty to administer charitable assets according to donor intent.

In his Complaint, the Attorney General did not allege that HUC was not authorized to amend its Articles of Incorporation. Instead, the Attorney General alleged that, in amending the Articles of Incorporation to delete the "permanently maintain" language, HUC breached its fiduciary duties under Ohio law. The Attorney General alleged that HUC owes specific fiduciary duties to donors and beneficiaries, and that HUC breached those duties by eliminating the

"permanently maintain" language, closing the rabbinical school, and diverting assets to other locations.

Thus, construing the facts in a light most favorable to the Attorney General, as the non-moving party under Rule 12(B)(6), the Court finds that the Attorney General has properly pled his breach of fiduciary duty claims under Ohio's notice-pleading standard. The Attorney General does plead separate fiduciary duties that the AG alleged HUC violated by redistributing particular assets after the amendment.

Second, HUC argued that the Attorney General reads the Consolidation Agreement to impose an unending, unchangeable obligation to forever maintain a rabbinical school in Cincinnati. HUC argued that Ohio courts disfavor perpetual allegations. *See City of Westlake v. City of Cleveland*, 2017-Ohio-4064, ¶ 35 (8th Dist. 2017), citing *Hallock v. Kintzler*, 142 Ohio St. 287 (1943). As the Eighth District Court of Appeals determined, "an intention to create such a perpetuity must be clearly shown." *Id.*, quoting *Hallock*, 142 Ohio St. at 287.

In his Memorandum in Opposition, the Attorney General argued that the issue is not that the "permanent" language was removed or that the rabbinical school was not permanently maintained, but the fact that donations and assets were received due to donor's reliance on the existence of a "permanent" Cincinnati rabbinical school.

Again, the Court finds that resolution of this issue on a Motion to Dismiss is premature. Under Rule 12(B)(6), this Court "must accept all factual allegations as true...and draw all reasonable inferences in favor of the nonmoving party." *Napier v. TriHealth, Inc.*, 2022-Ohio-3311, ¶ 4 (1st Dist.). The word "permanent" can reasonably be interpreted to mean lasting forever, rather than "for the foreseeable future" or "subject to change."

True, the Attorney General must provide support for the assertion that many of the donations to HUC would not have been given without the assurance of a "permanent" rabbinical school in Cincinnati. Additionally, the Court has concerns about an obligation in perpetuity. However, these issues are not properly resolved on a Motion to Dismiss.

Finally, HUC argued that the Complaint asserts no factual allegations that donations were made solely for the Cincinnati-area rabbinical school. HUC argued that failing to close the Cincinnati rabbinical school would arguably breach fiduciary duties, based on changing demographic trends and changes in Jewish religious education.

The Complaint alleged that (1) charitable donations were made to HUC with campus-specific restrictions, program restrictions, and amounts restricted by purpose; (2) the Cincinnati Jewish community has donated millions of dollars to the rabbinical school and the Cincinnati campus graduate program; (3) HUC received millions of dollars towards HUC's Master Plan from 2005, which refers to a "A Permanent Address on Clifton Avenue"; (4) HUC held fundraising dinners annually from the 1980s to 2019, for the benefit of the Cincinnati campus. (Complaint, ¶¶ 33-38).

Taking these factual allegations as true, the Court finds that the Attorney General has sufficiently pled his claims in the Complaint. As the Supreme Court has recognized, "[v]ery often, the evidence necessary for a plaintiff to prevail is not obtained until the plaintiff is able to discover materials in the defendant's possession." *York v. Ohio State Highway Patrol*, 60 Ohio St.3d 142, 145 (1991). Again, the burden is on the Attorney General to support the assertion that many of the donations to HUC would not have been given without the assurance of a "permanent" rabbinical school in Cincinnati. But HUC presumably keeps records of donations as the recipient of such donations, not the Attorney General.

IV. Conclusion

For the foregoing reasons, the Court DENIES Defendant Hebrew Union College-Jewish Institute of Religion's Motion to Dismiss. This case is set for a telephonic Status Conference on October 30, 2026 at 10:30am.

IT IS SO ORDERED.

Judge Christopher Wagner

10/29/26

Date