

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

WILL McRANEY

PLAINTIFF

v.

Civ. A. No. 1:17-cv-00080-GHD-DAS

**THE NORTH AMERICAN MISSION BOARD
OF THE SOUTHERN BAPTIST CONVENTION, INC.**

DEFENDANT

**NORTH AMERICAN MISSION BOARD
ANSWER AND DEFENSES**

The North American Mission Board of the Southern Baptist Convention, Inc. [“NAMB”] files its Answer and Defenses to the Complaint filed by Plaintiff Will McRaney in the Circuit Court of Winston County, Miss. on April 7, 2017.

PRELIMINARY STATEMENT

Defendant presents this brief preliminary statement in order to inform the Court regarding the facts and claims in this case and provide context for Defendant’s defenses and responses below.

Plaintiff is the former Executive Director of the Baptist Convention of Maryland and Delaware [“BCMD”]. BCMD and NAMB were parties to a Strategic Partnership Agreement [“SPA”] which involved sponsoring and supporting Christian missionaries in meeting the Biblical command to spread the Gospel of Jesus Christ. Plaintiff unfortunately proved to be very difficult in his dealings with NAMB. He caused BCMD to violate the SPA, openly made known his disdain and hostility toward NAMB’s ministry strategy and its officers, and jeopardized BCMD’s relationship with and funding from NAMB by refusing to keep BCMD’s commitments to NAMB. Prior to Plaintiff becoming Executive Director, BCMD was a valued, high

performing ministry partner with NAMB, and fulfilled its duties and responsibilities under the SPA in a reasonable and satisfactory manner. During Plaintiff's tenure, BCMD rather quickly became a dysfunctional and difficult ministry partner.

Plaintiff resigned his employment with BCMD on or about June 8, 2015. Since that time, Plaintiff has continuously and publicly disparaged NAMB and published false and misleading statements and misinformation attacking NAMB and its officers.

This suit should never have been filed. The state and federal courts lack jurisdiction over these ecclesiastical matters. Moreover, Plaintiff's claims against NAMB are utterly without merit. Plaintiff filed this action only after rejecting numerous good faith offers by NAMB to meet with him to discuss his allegations in a Biblical manner. Additionally, though Plaintiff at one time stated he had no plan "to seek compensation for damages from a secular judge," before filing suit he ultimately demanded in a letter to NAMB that it pay him "actual damages in the amount of \$4,714,200 and punitive damages in the amount of \$3,000,000," or in other words, \$7.7 million in damages from a "secular court."

In filing suit, Plaintiff not only seeks to unfairly enrich himself but to cause inconvenience and expense to NAMB as well. Should this Court find that it has jurisdiction to decide the merits of this case, the Court will see that Plaintiff has only himself to blame for the matters about which he complains.

FIRST DEFENSE

This Court lacks jurisdiction over the subject matter of this suit under the Religion Clauses of the First Amendment to the United States Constitution, and/or Plaintiff's claims are barred thereunder, pursuant to the "ministerial exception" long recognized by the courts of the United States. *E.g., Hosanna-Taylor Evangelical Lutheran Church and School v. E.E.O.C.*, 132

S. Ct. 694 (2012); *Kedroff v. Saint Nicholas Cathedral of Russian Orthodox Church in North America*, 344 U.S. 94 (1952).

SECOND DEFENSE

This Court lacks personal jurisdiction over NAMB.

THIRD DEFENSE

Venue is improper in this judicial district pursuant to 28 U.S.C. § 1391(b).

FOURTH DEFENSE

Assuming arguendo that this judicial district is a proper venue, for the convenience of the parties and witnesses, and in the interest of justice, this action should be transferred to another district where this action might be brought, namely, the United States District Court, Northern District of Georgia, Atlanta Division, pursuant to 28 U.S.C. § 1404. NAMB's non-profit corporate residence is in Alpharetta, Fulton County, Georgia. Venue is therefore proper in the Northern District of Georgia, Atlanta Division.

FIFTH DEFENSE

The Complaint fails to state a claim in whole or in part upon which relief may be granted.

SIXTH DEFENSE

The decisions made and actions taken by NAMB relating to Plaintiff's work for BCMD were a valid exercise of NAMB's rights under the SPA and/or other pertinent policies and/or agreement(s) with BCMD.

SEVENTH DEFENSE

NAMB denies that it published any defamatory statement regarding Plaintiff. Nevertheless, any statements which NAMB may have published regarding Plaintiff were true.

EIGHTH DEFENSE

NAMB denies that it published any defamatory statement regarding Plaintiff. Nevertheless, NAMB is protected by an absolute privilege with regard to any statements it may have published regarding Plaintiff.

NINTH DEFENSE

NAMB denies that it published any defamatory statement regarding Plaintiff. Nevertheless, NAMB is protected by a qualified privilege with regard to any statements it may have published regarding Plaintiff.

TENTH DEFENSE

Plaintiff's claims for defamation are barred in whole or in part by virtue of his self-publication of the very statements about which he complains.

ELEVENTH DEFENSE

NAMB denies that it tortiously interfered with Plaintiff's alleged business or contractual relationships. Nevertheless, NAMB is protected by an absolute privilege and/or a qualified privilege with respect to all decisions it made and/or actions it took involving Plaintiff and/or NAMB's work with BCMD.

TWELFTH DEFENSE

NAMB denies that it tortiously interfered with Plaintiff's alleged business or contractual relationships. Nevertheless, the subject "contracts" references in the Complaint would not have been performed by the parties thereto, irrespective of NAMB's alleged wrongful interference.

THIRTEENTH DEFENSE

Plaintiff's purported claims against NAMB are barred by virtue of Plaintiff's own misconduct, his breaches of duties owed to BCMD, and his willful violations of the SPA and/or other pertinent policies and agreements between BCMD and NAMB.

FOURTEENTH DEFENSE

Plaintiff's claims are barred in whole or in part by applicable statute of limitation.

FIFTEENTH DEFENSE

NAMB denies that Plaintiff suffered any damages as a proximate result of any breach of duty owed by NAMB. Nevertheless, Plaintiff failed to mitigate his alleged damages herein.

SIXTEENTH DEFENSE

Plaintiff's claims are barred by the doctrines of payment and/or release.

SEVENTEENTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver, estoppel, and/or laches.

EIGHTEENTH DEFENSE

With regard to Plaintiff's claims for punitive damages, Defendant invokes its rights to Due Process and Equal Protection under the Fourteenth Amendment of the United States Constitution as articulated in pertinent decisions of the United States Supreme Court as well as the limitations and protections prescribed under applicable state law.

NINETEENTH DEFENSE

Plaintiff's Complaint fails to comply with F.R.C.P. 8, which provides that "Each allegation must be simple, concise and direct."

And now, having presented the above defenses, but subject to and without waiver thereof, Defendant NAMB responds to the numbered paragraphs of the Complaint, as follows:

I. NAMB admits on information and belief that Plaintiff is a resident of the State of Florida. All remaining allegations denied.

II. Admitted.

III. Denied.

IV. First sentence admitted. Second sentence denied for lack of sufficient knowledge and belief, as NAMB was not Plaintiff's employer.

V. NAMB admits that BCMD is comprised of a number of separate, autonomous churches, is one of 42 separate state conventions that work in cooperation with the Southern Baptist Convention, and is a self-governing body with its own board, budget, and member churches. All remaining allegations denied.

VI. Admitted.

[Note: the Complaint omits par. VII]

VIII. NAMB admits that NAMB and BCMD have been parties to one or more agreements, including but not limited to the SPA, a copy of which is attached hereto as Ex. A. Plaintiff has purported to summarize or characterize the terms of these agreements, however, the SPA and any other pertinent agreements speak for themselves in their entirety. All remaining allegations denied.

IX. Denied, except NAMB admits that it entered into the SPA with BCMD attached hereto as Ex. A.

X. Denied. NAMB would show that in his position as Executive Director of BCMD, Plaintiff caused BCMD to violate the terms of the Strategic Partnership Agreement and

otherwise hindered and interfered with BCMD's performance of its obligations thereunder. NAMB offered BCMD the opportunity to adopt a new funding model but did not demand that BCMD accept it. All remaining allegations denied.

XI. Denied. NAMB specifically denies that its representatives refused to meet with Plaintiff. To the contrary, pertinent correspondence shows that NAMB offered in good faith to meet with Plaintiff on numerous occasions. NAMB specifically denies that Dr. Ezell made any false or libelous accusation against Plaintiff or that Dr. Ezell tried to interfere with Plaintiff's relationship with BCMD. All remaining allegations denied.

X. [Note: This paragraph is misnumbered, as this is the second par. X] NAMB admits that Plaintiff, on behalf of BCMD, declined to accept a new cooperating agreement offered by NAMB. All remaining allegations denied.

XI. [Note: This paragraph is misnumbered, as this is the second par. XI] NAMB admits that it notified BCMD on December 2, 2014 of its intent to terminate the SPA effective one (1) year from the date of the notice. NAMB was entitled to issue such notice under the SPA given the facts and circumstances as they existed at the time. Those facts included Plaintiff's causing BCMD to violate the agreement and his efforts to hinder and interfere with the SPA. All remaining allegations denied.

XII. NAMB admits on information and belief that Plaintiff's employment with BCMD terminated on or about June 8, 2015. Contrary to his allegation that "Plaintiff McRaney was terminated from his employment," NAMB is informed and believes that Plaintiff voluntarily resigned his employment pursuant to some kind of severance agreement. All remaining allegations denied.

XIII. Denied.

XIV. Denied.

XV. Denied.

XVI. NAMB admits that an appropriate photo taken with Plaintiff's consent was situated in the reception area at NAMB's offices in Alpharetta during some period of time. All remaining allegations denied.

COUNT I

NAMB incorporates its foregoing defenses and responses to pars. I through XVI.

XVII. Denied.

COUNT II

Denied.

COUNT III

Denied.

COUNT IV

Denied.

COUNT V

Denied.

COUNT VI

Denied.

Furthermore, NAMB denies that Plaintiff is entitled to the relief sought in the paragraph starting with the words "WHEREFORE, PREMISES CONSIDERED," and denies that Plaintiff is entitled to any relief whatsoever in this action. All allegations in the Complaint not specifically and expressly admitted are hereby denied.

NAMB respectfully asks this Court to dismiss Plaintiff's Complaint with prejudice. NAMB requests such other and further relief to which it may be entitled, including but not limited to its reasonable attorney's fees and expenses.

THIS the 18th day of May, 2017.

Respectfully submitted,

NORTH AMERICAN MISSION BOARD

By: s/ Kathleen Ingram Carrington
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CERTIFICATE OF SERVICE

I certify that I electronically filed the foregoing Answer and Defenses with the Clerk of the Court using the using the Court's ECF system, which sent notification of such filing to the following counsel of record:

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This the 18th day of May, 2017.

s/ Kathleen Ingram Carrington
KATHLEEN INGRAM CARRINGTON