

## **Statements of Fact: Summary Version**

### **Lies/False Statements, Threats, Partnership Threats, NAMB Violations**

Dr. Ezell through the Trustee officers and the NAMB attorneys has declared that my Letter of Concern was “factually inaccurate and misleading.” In my Letter of Concern I asked for an investigation to verify the facts. I also made myself available in writing to several NAMB trustees to answer questions and provide documentation on my claims should they desire.

Ezell’s denial through the trustee officers and the NAMB attorneys raises challenges and questions my claims and integrity. These denials calls for me to provide support for the claims I made regarding Dr. Ezell’s behaviors, which I have provided in summary below. Certainly I would have preferred Dr. Ezell to not to have made these false statements, threats, and violations of the Strategic Partnership Agreement against me and the churches of the MD/DE Convention.

The following are statements of fact related to Dr. Ezell’s actions against me, the MD/DE Convention and selected concerns related to other state conventions. These statements appear to reveal a pattern of behavior, not isolated mistakes. These matters do not relate to differences in strategies or opinions, however are matters revealing character.

Former Congressman Daniel Moynihan is quoted as saying, “Everyone is entitled to his own opinion, but not to his own facts.” These are facts, AND they can withstand cross examination.

These patterns are not honoring to Christ most importantly. Additionally, these types of behaviors have damaged the relationships and trust necessary for the SBC to continue to cooperate for maximum Kingdom advance in North American and around the world.

As a Southern Baptist, if you have concerns or questions after reading the following statements, you can ...

1. contact one or more members of your trustees who are there to provide oversight to NAMB or
2. contact one or more of your Executive Committee members and/or
3. consider contacting the Executive Director of your state convention and/or
4. consider asking your state paper editor to investigate these matters and write their findings

These gentlemen and ladies are there to serve you and the larger mission advance through the SBC.

## Select Lies and False Statements by Dr. Ezell

### #1 **Ezell's LIE** Ezell wrote...I repeatedly refused to meet with him. (see email Dec. 3 at 9:03 PM)

- **TRUTH** – I made repeated attempts to meet with him, but Ezell repeatedly refused. The following are dates of my written and phone requests.
  - 2014 – in writing ...
    1. Oct. 8 at 7:09 AM
    2. Oct. 21 at 12:48 PM
    3. Nov. 2 at 10:12 AM
    4. Nov. 19 at 10:46 AM
    5. Nov. 19 at 4:06 PM
    6. Nov. 20 at 5:24 PM
    7. Dec. 3 at 4:44 PM
    8. PLUS .. June 5, 2015 at 3:46 PM

### #2 **Ezell's LIE and FALSE Damaging Accusation**

- Both Ezell and Christopherson in a signed letter to our Convention stated... I repeatedly violated the Strategic Agreement – hiring protocol procedures on Joel Rainey (SDOE) and Michael Crawford (SDOM) (see Dec. 2, 2014 NAMB cancellation letter AND Ezell's email to me and others on Nov. 20, 2014).
- Blamed me falsely, which Ezell said led NAMB to withdraw \$1 million in partnership funding for the region and breaking a historic partnership agreement with MD/DE
- **TRUTH**
  - I followed historic patterns of hiring in keeping with the Agreement. (see below details and MD/DE Convention official response letter to NAMB trustee officers on Jan. 14 2015)
  - Our Board President Mark Dooley outlined some 6-7 different ways that NAMB under Ezell's leadership was violating the Agreement. (see below for ways and see additional document Statement of Facts: Detailed Version)
  - It appears to me that Ezell's and Christopherson's letter on behalf of NAMB appears to contain the elements of LIBEL against me, with most serious damages occurring in their largest form with my termination in June 2015. (Letter on Dec. 2, 2015 and email to Warren).

### #3 **Ezell's FALSE Statement**

- Ezell wrote ... I did not return a call from a NAMB employee.
- **TRUTH**
  - After reviewing our phone logs, I received no calls to my cell phone and only one call from NAMB's Kevin Marsico into my office for me. Thirteen days after beginning my new job, my assistant noted a call from Marsico on Oct. 13, 2013, in which he said "he was praying for me and let him know if he could do something for me."

- Ezell did not ask me as would have been in good order, but instead he just wrote down a false accusation of me as if he was the parent and I was the child.
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#### #4 **Ezell's LIE**

- Ezell wrote ... He had wanted for weeks or months to meet with me, that was what he had been wanting – Dec. 3, 2014 by email from Ezell....
  - **TRUTH**
    - See above #1, this absolutely never happened, in fact it was the exact opposite
    - I had 6 written requests and 1 verbal request thru Christopherson to meet with Ezell prior to the Dec. 2, 2014 Cancellation notice.
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#### #5 **Ezell did not keep his word regarding March 11 meeting of NAMB/MD-DE leaders**

- (1) People to be in attendance:
- (2) Place of meeting:
- (3) Agenda:
- MD/DE Preparations:
  - I invited our MD/DE leadership to fast on March 4 for the meeting.
  - I conducted a special extended prayer time for staff leaders and Convention leaders on March 4.
  - We prepared to talk about the future and agreed to Ezell's request that we NOT discuss the past regarding the agenda. Ezell opened with extended comments about the past and at no point invited me to address them, but instead moved for with restoring about half of the financial support for the MD/DE Convention.
- Tone:
  - Ezell was escorted into the building from his car with his team by Warren. Ezell had requested that he not be "*paraded around*" the building and that he did not want to talk with other staff members.
  - Ezell's behavior in the meeting was described by our leadership as "petulant".
    - My leaders praised my restraint and noted if Ezell had treated them the way he did me, they "*would have come across the table at Ezell*"

### **Kevin Ezell's Threats (Summary)**

Detailed versions are available

1. **Ezell Offered to Cancel Agreement** in conf. call – Oct. 21, 2014 -- put Network at risk
2. **Ezell's False Accusations against MD/DE Executive Director (McRaney)** in email, 2 of 3 unrelated to Partnership Agreement – Nov. 20, 2014 -- pressure on me

3. **Ezell's Threat Against entire MD/DE Convention -- Dec. 2, 2014 Ezell and Christopherson Canceled Agreement** – approximately \$1 million dollars for ministry and staff missionaries – threat to entire Network
4. **Ezell's Positional Bullying** - Dec/Jan Ezell to Warren – Ezell would **not meet** with us in spite of repeated requests. However Ezell did tell Warren, if McRaney was good for six months, he (Ezell) would then agree to meet with us. Warren noted to Ezell, me and other leaders in Convention that in essence Ezell was putting me on probation.
5. **Ezell's Threat on Leadership through GMB member** during Board meeting, read aloud in meeting -Feb 6, 2015
  - Board voted 100% UNANIMOUS support of me and 100% UNANIMOUSLY to not take NAMB offer's to 100% responsibility & funding for church planting because of the negative impact on the MD/DE Convention and long-term ramifications.
  - Threat against me, Board and staff if we talked -- “If Will or any of the staff or board continue to or start speaking negatively of NAMB staff or as a whole I will pull out of the talks and I will also make sure at this point that a quick opt-out is in any future agreement between the two of us.” --- – 2 GMB Board members stated out loud immediately that Ezell had threatened us.
6. **Ezell's Threat to 8 Jointly Funded Staff** - Mar. 11, 2015 meeting – Instead of following through on Cancellation of Agreement per Dec. 2, 2014 letter to the MD/DE Convention, Ezell decided he would provide about half of the previous \$1 million, (\$500,000) to the MD/DE Convention for 2016. HOWEVER, Ezell put a condition on the \$500,00 that it could NOT support jointly funded missionary staff per previous agreement. Threat against 8 staff positions in evangelism and church plating, made to elected leaders and senior staff members of BCMD
7. **Ezell's Hidden Threat against Exec. Director** – According to MD/DE President Warren to several pastors, Ezell made threats to withhold resources from the MD/DE Convention as long as McRaney remained as the Exec. Director. – specific date unknown
  - Warren's claims of Ezell's threats verified by several pastors who WILL testify, even though Warren changing his recounting of threat. (Pastor Steve Wolverton)
  - Following the changing money promises from NAMB is evidence as well.

### **Selected Threats to Other Execs & Conventions**

- According to several state Executive Directors, Ezell has not kept his word or his agreements. Some feel strong-armed, threatened, misled, and that relationship with NAMB is either non-existent or significantly damaged.
- Feb. 2015 meeting of State Execs – Ezell responds to a question from a non-Southern Exec regarding Ezell's commitment to follow the 2012 Agreement that was negotiated and signed. Ezell indicated he would honor that agreement. However, in Dec. 2014 he had already put me and MD/DE notice he was cancelling the agreement with us. After my termination in June 2015, Ezell used an insurance matter to leverage with financial pressure to cancel the 2012 agreement and sign new agreements.

- In spite of Ezell’s claims of widespread support from the State Execs, several non-southern execs have communicated this February they were pressured financially into agreement and they are not pleased with it.
- On withholding insurance which led several state conventions to choose this option over the option of losing additional resources to support missionaries as NAMB does with their national staff. **Quote** “*their (Ezell’s) decision to withhold the insurance dollars is an integrity issue.*”
- **Condition of Partnership with States**
  - **Quote:** “*Partnership is dead in the SBC*” – multiple state execs and one in writing
  - **Gag Orders & Threats if Execs talk**
    - **Email Quote:** “*The agreement presented to me forbids my discussing it with anyone else. Furthermore, our state loses(sic) NAMB funding if I criticize them.*”
      - Later their new agreement was signed and he stated he would not be able to have additional comments.

### **NAMB Violations of Agreements (Summary)**

7 listed in document in more detail below

1. Pg. 2 Article I.2. – “*Peer to peer relationship*”
2. Pg. 2, Article I.5 & two other spots – “*Negotiated ratio basis and reviewed annually*”
3. Missionary Information, p. 11, I. General Overview & Pg. 3 Article II. 1 f. “*healthcare benefits in the non-South areas for qualified jointly funded missionaries are paid exclusively by NAMB*”
4. Pg. 3 Article I. 9. – “*NAMB resourcing for the strategic plan shall be provided through the convention.*”
5. Pg. 3, Article I. 13 “*Neither entity will initiate work that obligates the other without written approval by both partners.*”
6. Pg. 3 Article II. I b & c “*Supervision of missionaries will be the responsibility of the convention’s executive director or his designee(s)*”
7. Pg. 4 Article VI – cancellation of the Strategic Partnership Agreement without Ezell consulting with me as the Exec. Director \_\_\_\_\_