

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

Will McRaney,

Plaintiff,

v.

The North American Mission Board of the  
Southern Baptist Convention, Inc.,

Defendant.

Case No. 1:17-cv-00080-GHD-DAS

**JURY TRIAL DEMANDED**

**PLAINTIFF'S SUPPLEMENTAL PLEADING**

Plaintiff, Will McRaney, by and through his undersigned counsel, files this Supplemental Pleading against the Defendant, The North American Mission Board of the Southern Baptist Convention, Inc., and in accordance with Federal Rule of Civil Procedure 8(a), states as follows:

**PARTIES**

1. Plaintiff, Will McRaney, is an adult residing at 9448 Lake Hickory Nut Drive, Winter Garden, Florida 34787. Plaintiff has never been employed by Defendant.

2. Defendant, The North American Mission Board of the Southern Baptist Convention, Inc. (NAMB), is a non-profit corporation organized under the laws of Georgia, with a principal place of business at 4200 North Point Pkwy, Alpharetta, Georgia 30022. The President of NAMB is Dr. Kevin Ezell, who has served in that role since September 2010. NAMB has acted as alleged herein through its employees, agents, officers and members of its Board of Trustees. NAMB is an agency of the Southern Baptist Convention (SBC).

### **SUBJECT MATTER JURISDICTION**

3. Plaintiff's complaint, filed in April 2017, was removed from state court to this Court by Defendant. Defendant correctly asserted this Court has subject matter jurisdiction under 28 U.S.C. § 1332(a). *See* Doc. 1 at 2-3.

### **BACKGROUND**

4. In April 2017, Dr. Will McRaney filed a lawsuit in Mississippi state court against NAMB. Like the original April 2017 complaint, this Supplemental Pleading advances claims for interference with business (contract and economic) relationships, defamation, and infliction of emotional distress. And like the April 2017 complaint, this Supplemental Pleading challenges NAMB's alleged conduct both during and after McRaney was employed by a separate, autonomous organization—the Baptist Convention of Maryland/Delaware (BCMD)—which is not a party to this lawsuit. Plaintiff alleges both past and ongoing economic and non-economic harm.

### **FACTUAL ALLEGATIONS**

#### **A. NAMB's Conduct Leading to Plaintiff's Termination by BCMD**

5. Plaintiff currently serves as the Senior Pastor of The Island Chapel in Tierra Verde, Florida, and is also the founder and President of the Bullock Institute, a research and training organization. His professional experience includes work as a pastor, church planter, seminary professor, state convention missionary and Executive Director. He is recognized for his research and writings, having published his own book, as well as other chapters, articles, and research publications. He earned his Bachelor of Arts degree from Mississippi State University in 1985, where his activities included playing on the University's baseball and football teams. Plaintiff went on to earn a Master of Divinity in Biblical Studies in 1989, and a Ph.D. in Evangelism and Discipleship from the New Orleans Baptist Theological Seminary in 1992.

6. On or around September 11, 2013, Plaintiff was hired as Executive Director by the BCMD, an organization made up of hundreds of autonomous Baptist churches in Maryland and Delaware. Plaintiff's annual compensation as Executive Director of BCMD was approximately \$135,000.

7. BCMD and Defendant NAMB are separate organizations, which have no authority or control over one another. The two organizations sometimes work in cooperation with one another, on a voluntary basis.

8. When Plaintiff was hired by BCMD, NAMB praised the move. One senior NAMB executive said: "You come highly recommended as a thoughtful church planting leader." NAMB's President, Kevin Ezell said after Plaintiff's hiring: "great days ahead." In an internal NAMB email, a senior NAMB executive told Ezell: "He's going to be good."

9. But Plaintiff proved too independent and principled for NAMB—which gradually turned on Plaintiff, ultimately attacking him with disparaging falsehoods, which led to Plaintiff's ouster by BCMD.

10. For example, NAMB disparaged Plaintiff with the serious assertion to his employer, BCMD, that Plaintiff violated a civil legal agreement (the "Strategic Partnership Agreement" or the "Agreement") between BCMD and NAMB. In a December 2, 2014 letter, NAMB told BCMD it was terminating its Agreement with BCMD, falsely asserting that Plaintiff had: engaged in "serious and persistent disregard of the Strategic Partnership Agreement between BCMD and NAMB [which] resulted in breach of the Agreement"; that Plaintiff's "multiple failures . . . to abide by the Agreement" led NAMB to terminate the Agreement and stop providing funds to BCMD; and that Plaintiff had "willfully and repeatedly ignor[ed] the Strategic Partnership Agreement."

11. NAMB disseminated its disparagement and falsehoods about Plaintiff beyond BCMD, as well. For instance, NAMB personnel contended that Plaintiff lied, and that he “almost single-handedly ruined” the BCMD.

12. After months of disparagement and falsehoods by NAMB, on or around June 8, 2015, BCMD’s General Mission Board voted to terminate Plaintiff’s employment with BCMD—effectively firing him.

13. Faced with termination by BCMD’s Board—and with no severance benefits, and no job—Plaintiff opted to sign a “Separation Agreement” under which he received pay and other benefits for an additional six months. The Separation Agreement is governed by Maryland law, and provides for exclusive jurisdiction in the state or federal courts of Maryland.

14. At the time Plaintiff was terminated by BCMD, and at the time the Separation Agreement between Plaintiff and NAMB was executed, NAMB’s notice of termination of its relationship with BCMD remained in effect.

15. NAMB is not a party to the Separation Agreement, did not participate in its drafting, and was unaware of the Separation Agreement when it was executed.

16. Although BCMD made the final decision to terminate Plaintiff as its Executive Director, that decision was heavily influenced by NAMB’s tortious conduct—which included disparagement and false statements about Plaintiff.

17. Soon after Plaintiff was terminated by BCMD, NAMB rescinded the December 2, 2014 termination letter and restored its relationship with BCMD. In fact, one day after Plaintiff was terminated by BCMD, on June 9, 2015, Steve Davis—NAMB’s Northeast Regional Vice President in 2015—sent an email to NAMB President Ezell noting that he had “refigured the 100% plan for MD/DE based on resignation of Will McRaney, and moving forward.” After BCMD

terminated Plaintiff, NAMB rewarded BCMD by enhancing NAMB's financial contributions to BCMD beyond the levels during or prior to Plaintiff's tenure at BCMD.

18. An internal NAMB email to NAMB President Ezell sent hours after McRaney was terminated, presented Ezell with the new BCMD funding plan which "represents the essence of our discussions for your review," reflecting that NAMB employees had been discussing and planning the enhancement of BCMD's funding following Plaintiff's forthcoming termination.

19. NAMB referred to its now-rescinded threat that it would sever relations with BCMD if it did not get its way as the "Maryland/Delaware disciplinary process."

20. NAMB's misconduct leading up to and including Plaintiff's termination by BCMD caused Plaintiff emotional distress. That misconduct has also continued to harm Plaintiff during the period after his termination by BCMD, by impeding his ability to find new employment—which has caused actual economic harm to Plaintiff, as well as ongoing emotional distress.

**B. NAMB's Conduct Following Plaintiff's Termination by BCMD, to the Present**

21. Since Plaintiff's termination by BCMD, and continuing to the present, NAMB has engaged in additional tortious conduct, which has interfered with Plaintiff's prospective business relationships with third-parties, injured his professional and personal reputation, and caused emotional distress.

22. This conduct includes NAMB's disparagement of Plaintiff. For example, NAMB has told people outside of NAMB that Plaintiff lies, and that he is "delusional."

23. NAMB also disparaged and harmed Plaintiff by taking the unprecedented step of posting a photo of Plaintiff at the reception desk of NAMB's headquarters, for the purpose of denying him entry to the building. This no-entry-photo, in the lobby of NAMB's building, was visible to NAMB personnel and visitors, and kept up for at least many months in 2016, and perhaps

longer. The no-entry-photo of Plaintiff communicated that Plaintiff was not to be trusted and an enemy of NAMB. The no-entry-photo of Plaintiff was posted by NAMB at the direction of its President, Kevin Ezell.

24. NAMB's conduct after Plaintiff's termination by BCMD has had the purpose and effect of blackballing or blacklisting him, impeding his ability to earn a living after his termination by BCMD—resulting in a significant loss of income.

25. For example, according to a sworn affidavit, in the summer of 2015 Scott Thomas—the President of Safari Christian Business Alliance (SCBA)—was looking to hire an “expert in the field of ministry who could work to advance the mission and objectives of SCBA.” He discussed the possibility of hiring Plaintiff for this role with SCBA's Executive Director and they both “agreed that [Plaintiff] was the strongest person we knew for the job and possessed the experience and attributes SCBA needed in an executive leader of SCBA earning multiple six figures and up.” However, Thomas noted that “the perception portrayed by NAMB among SBC leaders was that Dr. McRaney was a trouble maker with NAMB as the Executive Director of Maryland/Delaware Baptist Convention.” As a result, Thomas testified in an affidavit that the SCBA “regrettably determined that in spite of our personal relationship with and professional support for Dr. McRaney, we could not hire Dr. McRaney because SCBA could not afford the perception problems and potential hurt to SCBA with NAMB and SBC leaders.”

26. In a separate example, about a year after McRaney's forced departure from BCMD, Jimmy Crosby—President of Jacksonville Baptist Theological Seminary (JBTS)—failed to hire Plaintiff for similar reasons. In a sworn affidavit, Crosby testified that “[a]fter meeting Dr. McRaney [in October 2016] and talking with more trusted friends, I was impressed with his academic and ministry credentials.” Crosby noted that “[a]s the President of JBTS, I am always

looking to upgrade the quality of teaching and training we seek to provide to our students, and quickly began considering ways to incorporate Dr. McRaney into the life of JBTS in several leadership roles.” However, “[a]fter learning from various SBC leaders in Florida that NAMB leadership was not pleased with Dr. McRaney,” Crosby “made the decision in late 2016 that I could at that time not hire Dr. McRaney in fear of damage to JBTS and backlash from some SBC leaders.”

27. In addition to being unable to find a full-time job for years after his termination by BCMD, NAMB’s conduct also impeded Plaintiff’s opportunities as a speaker and presenter at conferences and meetings—opportunities which enhanced Plaintiff’s professional profile, gave him forums to promote, and sometimes sell, his books and publications, and were a source of personal enjoyment and satisfaction.

28. For example, Plaintiff was scheduled to speak at a large event in Louisville, Winston County, Mississippi on October 23, 2016, but was uninvited after interference by a member of NAMB’s Board of Trustees. Specifically, Plaintiff was uninvited to speak at the event after Rob Paul—who had extended the invitation to Plaintiff—had a phone call with then-NAMB Board of Trustees member, Danny Wood, during which Wood told Paul that it “makes sense” for Paul to uninvite Plaintiff. Wood made this statement to Paul approximately one month after Wood declared in an email to NAMB’s President, Kevin Ezell, that Wood was ready to “go to battle” with Ezell against Plaintiff.

29. In a similar incident, Plaintiff was invited to speak at a November 2016 conference in Clearwater, Florida. After learning of the invitation to Plaintiff, NAMB President Ezell launched an effort to get Plaintiff removed as a speaker. Event organizer, Joel Breidenbaugh, President of the Florida Baptist Convention Pastor's Conference, was informed of Ezell’s anger,

but bravely resisted NAMB's pressure, and kept Plaintiff as a speaker. The incident, however, further damaged Plaintiff's professional and personal reputation, and illustrates NAMB's post-termination tortious conduct directed at Plaintiff.

30. NAMB's interference with contractual and economic relations, disparagement, and infliction of emotional distress have continued since Plaintiff filed his complaint against NAMB in state court, in April 2017.

31. For example, since the original complaint was filed, NAMB has continued to assert that Plaintiff violated a civil legal agreement between BCMD and NAMB, that he is a liar, and has called Plaintiff "delusional."

32. NAMB has also deployed other arms of the SBC in its campaign against Plaintiff. For instance, the SBC's Baptist Press, told a prominent journalist who had previously worked as a freelancer, that she might get future work if she "would stop writing about Will McRaney."

33. As with NAMB's conduct prior to Plaintiff's termination by BCMD, NAMB's conduct since the termination has had the purpose and effect of making Plaintiff a professional pariah.

34. NAMB has now engaged in a nearly decade-long vendetta against Plaintiff—punishing him for his independence, and his commitment to raising questions and speaking out about possible misconduct.

35. As part of its post-complaint-filing misconduct, NAMB has made numerous out-of-court misrepresentations about Plaintiff's positions and purported demands with respect to this litigation. These misrepresentations have also disparaged Plaintiff, further damaging his professional standing and status, and causing him emotional distress.

36. For example, in out-of-court public statements, NAMB has:
- i. Falsely claimed that Plaintiff “resigned” from BCMD despite knowing that BCMD’s Board voted to terminate his employment;
  - ii. Falsely disparaged Plaintiff, portraying him as unreasonable, greedy, and seeking to unfairly enrich himself, by disclosing confidential settlement negotiations with Plaintiff and asserting Plaintiff “demand[ed] that NAMB pay him more than \$7.7 million”; and
  - iii. Falsely suggested that Plaintiff has refused to engage with NAMB in “biblical reconciliation”—a falsehood NAMB knows is injurious to Plaintiff’s reputation.

37. NAMB has also engaged in egregious misconduct by its intentional and strategic silence before the Fifth Circuit in this case when a co-SBC-agency—the Ethics and Religious Liberty Commission (ERLC)—filed an amicus brief supporting NAMB’s request for *en banc* review, containing blatantly false misrepresentations about Southern Baptist polity, on issues before the court of appeals. The ERLC amicus brief inaccurately described the SBC as a “hierarchy” that serves as an “umbrella Southern Baptist governing body over all of the various groups of churches.” After a firestorm of outrage about the ERLC’s false statement, the ERLC ultimately confessed its errors to the Fifth Circuit—albeit only after the conclusion of proceedings before the Fifth Circuit. NAMB, however, allowed the Fifth Circuit to deliberate based on these misrepresentations. NAMB not only failed to disclose that the amicus brief supporting it had been filed by another arm of the same organization (which one of Plaintiff’s experts, Professor Barry Hankins of Baylor University, has described as “analogous to Chevrolet issuing a brief on behalf of Buick, both companies being constituents of General Motors”), but NAMB stood by in silence while the ERLC advanced statements NAMB knew to be false—false statements that an SBC task force appointed to study the incident called “a major legal error.” As that task force explained: “The brief was filed in a federal appeals court on August 21, 2020 with known factual and doctrinal errors.”

**CAUSES OF ACTION**

38. As set forth below, Plaintiff alleges causes of action for interference with contract and economic relations, for infliction of emotional distress, and for defamation (libel and/or slander), based on NAMB's conduct leading to Plaintiff's termination by BCMD, as well as for NAMB's conduct following Plaintiff's termination by BCMD, up to the present.

39. NAMB's misconduct was undertaken with actual malice toward Plaintiff, and was inflicted upon Plaintiff in disregard for his rights and welfare, warranting an award of punitive damages.

**COUNT I (NAMB's Conduct Leading to Plaintiff's Termination from BCMD—Interference with Contract and Economic Relations)**

40. Plaintiff realleges paragraphs 1 through 39 as if fully set forth herein.

41. BCMD and NAMB are separate organizations, which have no authority or control over one another.

42. After Plaintiff was hired by BCMD, NAMB attacked Plaintiff and spread disparaging falsehoods about him—especially to Plaintiff's employer, BCMD.

43. NAMB used these disparaging falsehoods about Plaintiff as a pretext for termination of a civil law agreement between BCMD and NAMB. That termination was immediately reversed by NAMB once NAMB got its way with Plaintiff's termination by BCMD.

44. NAMB interfered with Plaintiff's employment relationship with BCMD.

**COUNT II (NAMB's Conduct Leading to Plaintiff's Termination from BCMD—Defamation)**

45. Plaintiff realleges paragraphs 1 through 44 as if fully set forth herein.

46. Prior and leading up to Plaintiff's termination by BCMD, NAMB committed defamation (slander and/or libel) by speaking and disseminating disparaging falsehoods about

Plaintiff, thereby damaging his professional and personal reputation.

**COUNT III (NAMB's Conduct Leading to Plaintiff's Termination from BCMD—Infliction of Emotional Distress)**

47. Plaintiff realleges paragraphs 1 through 46 as if fully set forth herein.

48. NAMB's attacks on, and disparaging falsehoods about, Plaintiff were willful and outrageous.

49. NAMB's actions were intended to harm Plaintiff.

50. NAMB's conduct caused Plaintiff emotional distress, and that emotional distress was foreseeable by NAMB.

**COUNT IV (NAMB's Post-Termination Conduct—Interference with Contract and Economic Relations)**

51. Plaintiff realleges paragraphs 1 through 50 as if fully set forth herein.

52. Since Plaintiff's termination by BCMD, and continuing to the present, NAMB has engaged in additional tortious conduct, which has interfered with Plaintiff's prospective business relationships with third-parties.

53. This interference has caused Plaintiff, and continues to cause Plaintiff, actual economic harm, including in the form of reduced income.

**COUNT V (NAMB's Post-Termination Conduct—Defamation)**

54. Plaintiff realleges paragraphs 1 through 53 as if fully set forth herein.

55. Since Plaintiff's termination by BCMD, and continuing to the present, NAMB has engaged in additional defamation of Plaintiff.

56. NAMB's defamatory statements about Plaintiff since his termination have further injured his professional and personal reputation, causing him additional harm.

**COUNT VI (NAMB's Post-Termination Conduct—Infliction of Emotional Distress)**

57. Plaintiff realleges paragraphs 1 through 56 as if fully set forth herein.

58. Since Plaintiff's termination by BCMD, and continuing to the present, NAMB has engaged in additional tortious conduct, which has caused emotional distress.

59. NAMB's tortious conduct since Plaintiff's termination has been willful and outrageous.

60. NAMB's actions since Plaintiff's termination have been undertaken with the intent to harm Plaintiff.

61. Plaintiff's emotional distress resulting from NAMB's conduct since Plaintiff's termination was foreseeable by NAMB.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests that the Court:

- A. Enter judgment against Defendant in favor of Plaintiff;
- B. Award damages of an amount to be determined at trial, to the maximum extent allowed under the laws, including for economic harm, non-economic harm, and punitive damages;
- C. Award Plaintiff post-judgment interest as provided by law, with such interest to be awarded at the highest legal rate;
- D. Award Plaintiff his attorneys' fees, litigation expenses, and costs, as provided by law;
- E. Grant Plaintiff such other and further relief to which Plaintiff is entitled.

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38, Plaintiff demands a trial by jury on all of its claims and issues so triable.

Respectfully Submitted,

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