

**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

**THE NORTH AMERICAN MISSION BOARD
OF THE SOUTHERN BAPTIST CONVENTION, INC.’S
ANSWER AND DEFENSES TO PLAINTIFF’S SUPPLEMENTAL PLEADING**

The North American Mission Board of the Southern Baptist Convention, Inc. [“NAMB”] files its Answer and Defenses to “Plaintiff’s Supplemental Pleading” filed on December 7, 2022 [doc. 191].

FIRST DEFENSE

Plaintiff’s Supplemental Pleading fails to state a claim in whole or in part upon which relief may be granted.

SECOND DEFENSE

Without limiting the foregoing defense, Plaintiff’s Supplemental Pleading fails to state a claim upon which relief may be granted under the Religion Clauses of the First Amendment to the United States Constitution, including that “Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof.”

THIRD DEFENSE

Without limiting the foregoing defenses, the Supplemental Pleading fails to state a claim upon which relief may be granted under applicable First Amendment doctrines including

“ecclesiastical abstention,” “church autonomy,” and/or the “ministerial exception” long recognized by the courts of the United States. *E.g.*, *Hosanna-Tabor Evangelical Lutheran Church and School v. E.E.O.C.*, 132 S. Ct. 694 (2012); *Klouda v. Sw. Baptist Theological Seminary*, 543 F. Supp. 2d 594, 611 (N.D. Tex. 2008); *Ginyard v. Church of God in Christ Ky. First Juris., Inc.*, 6 F. Supp. 3d 725, 729 (W.D. Ky. 2014).

FOURTH DEFENSE

Plaintiff’s claims are barred in whole or in part by the “Separation Agreement and Release” executed by Plaintiff on or about July 7, 2015. [doc 37-1, page ID# 188-196]

FIFTH DEFENSE

Without limiting the foregoing defense, at the time of Plaintiff’s execution of the Separation Agreement and Release, NAMB was one of the “supporting organizations” of the Baptist Convention of Maryland/Delaware, Inc. [“BCMD”] Accordingly, by signing the Separation Agreement and Release, Plaintiff released all of his potential claims against NAMB “related to his employment with BCMD or the termination thereof.” Moreover, the Separation Agreement and Release specifies that Plaintiff released “any claim of unjust, wrongful, discriminatory, retaliatory or tortious discharge or other adverse employment action (including any claim of whistleblowing)” as well as any “claims for any tort that Dr. McRaney may allege, including...any claim of intentional tort (including libel, slander, assault, battery, and intentional infliction of emotional distress.”

SIXTH DEFENSE

Without limiting the foregoing defense, by filing this suit, Plaintiff has breached the Covenant Not to Sue contained in paragraph 6 of the Separation Agreement and Release. Plaintiff covenanted “not to file or participate in any civil action, law suit, claim, grievance,

complaint or charge with any court or federal or local agency, concerning or relating to any claim or matter released in this Agreement, other than an action to challenge this Agreement's compliance with the Older Workers Benefit Protection Act (OWBPA)."

SEVENTH DEFENSE

Without waiving or limiting any other defenses asserted herein, NAMB refers the Court to para. 15 of the Separation Agreement and Release, which provides:

This Agreement shall be construed and governed in accordance with the laws of the State of Maryland. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be brought exclusively in the Circuit Court for Howard County, or, as applicable, in the federal courts of the State of Maryland. Each party hereby consents to the personal jurisdiction of such courts, agrees that venue shall properly lie in each of such courts.

NAMB reserves its rights under the foregoing paragraph and files this Answer and Defenses without waiver thereof.

EIGHTH DEFENSE

Plaintiff's claims and various "Counts" asserted in the Supplemental Pleading are barred in whole or in part by applicable state and/or federal statute(s) of limitation.

NINTH DEFENSE

All alleged acts and omissions on the part of NAMB which may have related to or had an effect upon Plaintiff's employment with BCMD were within NAMB's rights and were justified under the Strategic Partnership Agreement and/or other pertinent policies, practices and/or agreement(s) between BCMD and NAMB.

TENTH DEFENSE

NAMB denies that it tortiously interfered with Plaintiff's employment with BCMD. Nevertheless, NAMB had the legal "right to interfere" to protect its own economic and other interests.

ELEVENTH DEFENSE

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

TWELFTH DEFENSE

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

THIRTEENTH DEFENSE

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

FOURTEENTH DEFENSE

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

FIFTEENTH DEFENSE

Plaintiff was a "public figure" within the meaning of the law of defamation and therefore bears the burden of proof imposed upon public figures.

SIXTEENTH 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 which may have related to or had an effect upon Plaintiff's employment with BCMD, or otherwise.

SEVENTEENTH DEFENSE

NAMB denies that it tortiously interfered with Plaintiff's alleged business or contractual relationships. Nevertheless, NAMB's alleged conduct was not the proximate cause of the harm Plaintiff claims to have suffered.

EIGHTEENTH 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 Strategic Partnership Agreement and/or other pertinent policies, practices and agreements between BCMD and NAMB.

NINETEENTH DEFENSE

Plaintiff's claims are barred by the doctrines of waiver and estoppel and/or other equitable grounds.

TWENTIETH 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.

TWENTY-FIRST 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.

TWENTY-SECOND DEFENSE

Plaintiff's Supplemental Pleading fails to comply with Miss. R. Civ. P. 8 and F.R.C.P. 8, both of which provide that "Each allegation must be simple, concise and direct."

TWENTY-THIRD DEFENSE

Plaintiff's claims are barred by the First Amendment of the United States Constitution to the extent they seek to punish NAMB's exercise of its right to free speech.

TWENTY-FOURTH 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 which may have related to or had an effect upon Plaintiff's contracts and/or business relationships following his separation from BCMD.

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

Responding to Section Entitled: Parties

1. Admitted.
2. NAMB admits the first two sentences in this Paragraph. As to the third sentence of this Paragraph, NAMB denies that all actions of its "employees, agents, officers and members of its Board of Trustees" as set forth in Plaintiff's Supplemental Pleading constitute actions of NAMB itself. NAMB further denies all allegations of wrongdoing. The fourth sentence in this

Paragraph calls for a legal conclusion, to which no response is required. To the extent a response is deemed required, NAMB denies the allegation.

Responding to Section Entitled: Subject Matter Jurisdiction

3. NAMB admits that it properly removed this action on the basis of diversity jurisdiction, and that this case meets the requirements of 28 U.S.C. § 1332(a). NAMB submits, however, that this Court lacks subject matter jurisdiction over some or all of Plaintiff's claims based on the religion clauses of the First Amendment. To the extent the allegations in this Paragraph conflict with that position, such allegations are denied.

Responding to Section Entitled: Background

4. NAMB admits that Plaintiff filed a lawsuit against it in April 2017, that the Baptist Convention of Maryland/Delaware ("BCMD") is not a party to this action, and that Plaintiff was employed by the BCMD during some period of time prior the filing of this action. Plaintiff's allegations in this case speak for themselves; NAMB denies these allegations and denies that it is liable to Plaintiff. The remainder of this Paragraph does not include factual allegations for which a response is required. To the extent a response is required, however, NAMB denies the allegations in this Paragraph and denies all allegations of wrongdoing.

Responding to Section Entitled: Factual Allegations

5. NAMB denies the allegations in this Paragraph for lack of sufficient knowledge and information.

6. NAMB admits that Plaintiff worked as BCMD's Executive Director but denies the remaining allegations in this Paragraph for lack of sufficient knowledge and information, as NAMB was not Plaintiff's employer.

7. Admitted.

8. NAMB states that the alleged communications speak for themselves. NAMB denies that these communications support Plaintiff's claims and further denies that statements by NAMB personnel necessarily constitute statements by NAMB itself. To the extent a further response is required, NAMB denies the allegations in this Paragraph for lack of sufficient knowledge or information.

9. Denied.

10. NAMB denies the first sentence of Paragraph 10. As to the second sentence, NAMB states that the December 2, 2014 letter speaks for itself. NAMB denies that the referenced statements support Plaintiff's claims and states that the referenced statements were either truthful or were otherwise not legally actionable statements of fact. To the extent a further response is required, NAMB denies all allegations of wrongdoing.

11. Denied.

12. Denied.

13. NAMB admits that Plaintiff signed a Separation Agreement with BCMD. NAMB is without sufficient information or knowledge regarding the basis for Plaintiff's decision to enter into the Agreement and, therefore, denies the allegation. The second sentence of Paragraph 13 calls for a legal conclusion, to which no response is required. As to the remaining allegations, NAMB states that the Separation Agreement speaks for itself and denies that it supports Plaintiff's claims. Any other allegation in Paragraph 13 not specifically admitted is denied.

14. Denied.

15. Admitted.

16. Denied.

17. NAMB denies as stated the allegations contained in the first sentence of Paragraph 17, and expressly denies that its relationship with BCMD needed to be “restored.” As to the second sentence, NAMB states that the alleged communication speaks for itself, denies that these actions or communications support Plaintiff’s claims, and further denies that statements by NAMB personnel necessarily constitute statements by NAMB itself. As to the third sentence, NAMB denies the allegations as stated, and further denies that it “rewarded” BCMD “[a]fter BCMD terminated Plaintiff.” NAMB expressly denies any involvement in BCMD’s decision to end its employment relationship with Plaintiff. Any other allegation in Paragraph 17 not specifically admitted is denied.

18. Denied as stated. NAMB expressly denies any involvement in BCMD’s decision to end its employment relationship with Plaintiff. Any other allegation in Paragraph 18 not specifically admitted is denied.

19. Denied.

20. Denied.

21. Denied.

22. Denied.

23. NAMB admits only that a photograph of Plaintiff was placed behind the computer at the reception desk of NAMB’s headquarters for a period of time. NAMB states that photograph faced the seating area of the reception desk and away from the entrance to the building. NAMB denies the remaining allegations in Paragraph 23.

24. Denied.

25. NAMB states that the referenced affidavit speaks for itself. NAMB denies that the affidavit supports Plaintiff’s claims. To the extent a further response is required, NAMB

denies the allegations in this Paragraph for lack of sufficient knowledge or information. NAMB expressly denies all allegations of wrongdoing.

26. NAMB states that the referenced affidavit speaks for itself. NAMB denies that the affidavit supports Plaintiff's claims. To the extent a further response is required, NAMB denies the allegations in this Paragraph for lack of sufficient knowledge or information. NAMB expressly denies all allegations of wrongdoing.

27. Denied.

28. NAMB denies the first sentence of Paragraph 28. NAMB denies as stated the remaining allegations contained in Paragraph 28. As to the remaining allegations, NAMB states that the alleged communications speak for themselves. NAMB denies that these communications support Plaintiff's claims and further denies that Danny Wood's communications constitute statements by or on behalf of NAMB itself. NAMB denies all allegations of wrongdoing. Any other allegation in Paragraph 28 not specifically admitted is denied.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. NAMB admits only that ERLC's brief contained inaccurate statements regarding Southern Baptist polity that ERLC corrected in a subsequent pleading. NAMB denies the remaining allegations in this Paragraph, and expressly denies all allegations of wrongdoing. NAMB states that the court filings and the task force's statements referenced in Paragraph 37 speak for themselves, and NAMB denies that these referenced filings or statements support Plaintiff's claims. Any other allegation in Paragraph 37 not specifically admitted is denied.

Responding to Section Entitled: Causes of Action

38. This Paragraph does not include factual allegations for which a response is required. To the extent a response is required, however, NAMB denies the allegations in this Paragraph and denies all allegations of wrongdoing.

39. Denied.

Responding to Section Entitled: Count I

40. NAMB realleges and incorporates by reference its responses to Paragraphs 1–39 as if fully set forth herein.

41. Admitted.

42. Denied.

43. Denied.

44. Denied.

Responding to Section Entitled: Count II

45. NAMB realleges and incorporates by reference its responses to Paragraphs 1–44 as if fully set forth herein.

46. Denied.

Responding to Section Entitled: Count III

47. NAMB realleges and incorporates by reference its responses to Paragraphs 1–46 as if fully set forth herein.

48. Denied.

49. Denied.

50. Denied.

Responding to Section Entitled: Count IV

51. NAMB realleges and incorporates by reference its responses to Paragraphs 1–50 as if fully set forth herein.

52. Denied.

53. Denied.

Responding to Section Entitled: Count V

54. NAMB realleges and incorporates by reference its responses to Paragraphs 1–53 as if fully set forth herein.

55. Denied.

56. Denied.

Responding to Section Entitled: Count VI

57. NAMB realleges and incorporates by reference its responses to Paragraphs 1–56 as if fully set forth herein.

58. Denied.

59. Denied.

60. Denied.

61. Denied.

Responding to Section Entitled: Prayer for Relief

Furthermore, NAMB denies that Plaintiff is entitled to the relief sought in his Prayer for Relief and denies that Plaintiff is entitled to any relief whatsoever in this action, to include the relief requested in this paragraph. All allegations in the Supplemental Pleading not specifically and expressly admitted are hereby denied.

NAMB respectfully asks this Court to dismiss Plaintiff's action 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.

Respectfully submitted this the 21st day of December, 2022.

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*Counsel for Defendant The North American Mission
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CERTIFICATE OF SERVICE

I hereby certify that I served the foregoing document on this day by filing same using this Court's ECF system, which sent notification of such filing to all counsel of record.

SO CERTIFIED, this the 21st day of December, 2022.

s/ Kathleen Ingram Carrington
KATHLEEN INGRAM CARRINGTON