IRMA CARRILLO RAMIREZ, *Circuit Judge*, dissenting:

William McRaney sued a board of an organization for which he did not work, alleging interference with contract, interference with prospective business relations, defamation, and intentional infliction of emotional distress. Because his secular claims against a third-party organization do not implicate matters of church government or of faith and doctrine, I respectfully dissent.

I

A

In 2012, the Baptist Convention of Maryland and Delaware ("BCMD") and the North American Mission Board ("NAMB") entered into a Strategic Partnership Agreement ("Agreement") to "jointly develop, administer and evaluate a plan for penetrating lostness through church planting and evangelism." The Agreement established BCMD and NAMB's "relationships and responsibilities" regarding hiring, cooperation, and funding. It specifically provided that the hiring of "missionaries must go through the approval process of both the convention and NAMB." The Agreement would be "cooperatively developed and approved by representatives of [BCMD and NAMB]," and NAMB and BCMD "shall conduct a review of this [] Agreement as necessary." Finally, the Agreement provided that it could be amended by mutual agreement and terminated "after consultation between the executive director and the president of [NAMB] or his designee."

BCMD hired McRaney as its Executive Director in 2013. McRaney is an ordained minister, but in his role as Executive Director, he focused on

"[s]etting and implementing a vision for [BCMD] and providing leadership." Evangelism was not "in the job description."

Conflicts between McRaney and NAMB arose soon after his arrival. According to NAMB, McRaney offered positions to candidates and imposed associational giving requirements on church planters without NAMB's approval. McRaney continued "act[ing] unilaterally," despite multiple conversations with NAMB personnel reminding him about "the importance of coordination between BCMD and NAMB *before* decisions are made." NAMB also raised concerns about McRaney's disregard for NAMB staff, as well as additional concerns about budget shortfalls and work allocation. McRaney, on the other hand, "persistently maintained" that he had adhered to the Agreement.

The relationship between McRaney and BCMD continued to deteriorate until, on December 2, 2014, NAMB informed BCMD that it intended to terminate the Agreement. In the letter, NAMB stated that "[McRaney]'s serious and persistent disregard of the Strategic Partnership Agreement between BCMD and NAMB has resulted in a breach of the Agreement." According to NAMB, McRaney's actions, "in willfully and repeatedly ignoring the Strategic Partnership Agreement[,] have left NAMB with no other solution at this time." On June 8, 2014, BCMD's General Mission Board terminated McRaney's employment, but soon after McRaney's termination, NAMB rescinded the termination letter and restored its relationship with BCMD.

B

McRaney sued NAMB, bringing pre- and post-termination claims for interference with contract, interference with prospective business relations, defamation, and intentional infliction of emotional distress. He alleged that NAMB spread "disparaging falsehoods" about him—namely, that he

breached the Agreement—that prompted BCMD to terminate his employment. He also alleged that, after his termination, NAMB engaged in additional tortious conduct, including "blacklist[ing]" him and impeding his opportunities as a speaker at conferences and meetings.

NAMB moved for summary judgment on McRaney's claims, arguing that "this suit poses an unconstitutional intrusion into BCMD's 'choice of minister' and its internal governance and policy." NAMB also argued that the ecclesiastical abstention doctrine barred adjudication of McRaney's claims. The district court granted NAMB's motion, holding that it lacked subject-matter jurisdiction because "this case would delve into church matters." It explained that McRaney's claims would require the court to determine why BCMD fired McRaney and whether NAMB's actions were done "'without right or justifiable cause'—in other words, whether the NAMB had a valid religious reason for its actions." That, the district court concluded, it could not do.

McRaney appealed. This court held that, at such an early stage of litigation, it did not appear "certain that resolution of McRaney's claims will require the court to address purely ecclesiastical questions." *McRaney v. N. Am. Mission Bd. of the S. Baptist Convention, Inc.*, 966 F.3d 346, 349 (5th Cir. 2020). "His complaint [instead] asks the court to apply neutral principles of tort law to a case that, on the face of the complaint, involves a civil rather than religious dispute." *Id.* This court acknowledged, however, that further proceedings and factual development could reveal that McRaney's claims cannot be resolved without deciding purely ecclesiastical questions. *Id.* at 350. The district court, at that point, would be free to "reconsider whether it is appropriate to dismiss some or all of McRaney's claims." *Id.* Until then,

this court concluded, the dismissal of McRaney's claims was "premature." *Id.* at 351.

C

On remand, NAMB again moved for summary judgment, arguing that "the First Amendment precludes adjudication of this lawsuit." The district court again determined that "it [could not] adjudicate [McRaney]'s claims in this case without impermissibly delving into church matters in violation of the ecclesiastical abstention doctrine." It reiterated the reasons it gave in its original opinion to support granting NAMB's second motion. It also determined that the Agreement is "an inherently religious document" that is "steeped in religious doctrine." The district court dismissed McRaney's claims rather than remanding them because "[i]f this Court lacks jurisdiction to hear [McRaney]'s claims because the claims involve ecclesiastical disputes, then the state court otherwise lacks jurisdiction." McRaney timely appealed.

II

McRaney argues that the district court erred in determining that the ecclesiastical abstention doctrine applied to bar his claims.[1]

Under the ecclesiastical abstention doctrine, secular courts cannot adjudicate "strictly and purely ecclesiastical" questions. *Watson v. Jones*, 80

[1] Although the district court did not address the ministerial exception in granting NAMB's second motion for summary judgment, NAMB argues that the ministerial exception precludes adjudication of McRaney's claims. The ministerial exception bars claims brought by a minister challenging a church's decision to fire him. *Hosanna-Tabor Evangelical Lutheran Church & Sch. v. E.E.O.C.*, 565 U.S. 171, 196 (2012). It only applies to disputes between employees and employers, however, not to disputes between employees and third parties. *See id.* at 195–96; *Cannata v. Catholic Diocese of Austin*, 700 F.3d 169, 180 (5th Cir. 2012) (applying *Hosanna-Tabor* and affirming the dismissal of a music director's

U.S. 679, 733 (1871). This doctrine protects a church's right to construe "[its] own church laws," *id.*, and anticipates the practical consequences of secular judges deciding disputes rooted in religious doctrine, *id.* at 729 ("It is not to be supposed that the judges of the civil court can be as competent in the ecclesiastical law and religious faith of all these bodies in each."). It applies to "theological controvers[ies], church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them." *Id.* at 728. In short, for the doctrine to be applicable, McRaney's claims must concern either "matters of church government" or matters of "faith and doctrine." *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in N. Am.*, 344 U.S. 94, 116 (1952).

A

McRaney first argues that the district court erred because "this case does not involve an intra-church dispute in any respect, nor is it about church government." I agree.

The Supreme Court first applied the ecclesiastical abstention doctrine in *Watson v. Jones*, 80 U.S. 679 (1871). It involved the Walnut Street Presbyterian Church's purchase and conveyance of property to the church's trustees "to have and to hold to them, and to their successors, to be chosen by the congregation." *Id.* at 683. The church experienced certain internal "disturbances," *id.* at 684, and two factions emerged, each contending that it was entitled to the property, *id.* at 717. One of the factions requested an injunction to restrain the other from taking possession of the property and worshipping in the church. *Id.* at 721.

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employment-discrimination claims against a Catholic diocese and Catholic church). Here, McRaney is suing a third party, NAMB, rather than his employer, BCMD.

The Supreme Court distinguished situations in which "the property is held by a religious congregation which . . . so far as church government is concerned, owes no fealty or obligation to any higher authority," from those in which "the religious congregation or ecclesiastical body holding the property is but a subordinate member of some general church organization in which there are superior ecclesiastical tribunals." *Id.* at 723. The Supreme Court found that the Walnut Street Presbyterian Church was in the latter class. *Id.* at 726. "[T]he local congregation [was] itself but a member of a much larger and more important religious organization, and is under its government and control, and is bound by its orders and judgments." *Id.* at 726–27. In these cases involving religious organizations, "whenever the questions of discipline, or of faith, or ecclesiastical rule, custom, or law have been decided by the highest of these church judicatories to which the matter has been carried, the legal tribunals must accept such decisions as final, and as binding on them." *Id.* at 727.

Since *Watson*, the Supreme Court has continued to apply the doctrine to disputes concerning "member[s] of a much larger and more important religious organization . . . under its government and control." *Id.* at 726–27. In *Kedroff v. St. Nicholas Cathedral of Russian Orthodox Church in North America*, 344 U.S. 94 (1952), it concluded that it could not adjudicate a dispute between churches in Moscow and North America over the right to occupy a Russian Orthodox Church in New York. The Russian Orthodox Church was a "hierarchical church with a Patriarch at its head," *id.* at 101, and "[n]othing indicate[d] that either the Sacred Synod or the succeeding Patriarchs relinquished [its] authority or recognized the autonomy of the American church," *id.* at 105–06. And in *Serbian Eastern Orthodox Diocese for the United States of America and Canada v. Milivojevich*, 426 U.S. 696, 709, 708 (1976), the Supreme Court reversed the Illinois Supreme Court, finding that its judgment "rests upon an impermissible rejection of the decisions of

the highest ecclesiastical tribunals of this hierarchical church upon the issues in dispute, and impermissibly substitutes its own inquiry into church polity and resolutions based thereon of those disputes." *See also Jones v. Wolf*, 443 U.S. 595, 602 (1979) ("[T]he [First] Amendment requires that civil courts defer to the resolution of issues of religious doctrine or polity by the highest court of a hierarchical church organization.").

Unlike the hierarchical churches in *Watson* or *Kedroff*, there is no unified "Baptist Church." Each Baptist church is autonomous—individual congregations rule themselves according to the governing documents and procedures they have independently established. Brief of Current and Former Baptist Leaders as *Amici Curiae* at 10. By choice, Baptist congregations cooperate or coordinate in local associations for mutual fellowship, support, and the pooling of resources. Local Baptist associations are also often in "fellowship" with state conventions like BCMD. "Just as local associations exercise no authority over congregations, the state conventions exercise no authority over either the local associations or the congregations within those local associations." When local Baptist churches cooperate in state conventions, and when those conventions cooperate in the Southern Baptist Convention, neither the individual churches nor the individual conventions surrender any authority. Brief of Current and Former Baptist Leaders as *Amici Curiae* at 11. According to the Southern Baptist Convention, "[n]o local, state or national entity may exercise control or authority over any Southern Baptist church. Baptists reject the idea of a religious 'hierarchy' or 'umbrella' superior to the local church, or that any Baptist Convention is in hierarchy or governing relationship over another Convention." Ltr. of *Amici Curiae* Ethics and Religious Liberty Commission

and Thomas More Society at 1, *McRaney*, 966 F.3d 346 (5th Cir. 2020) (No. 19-60293) (filed Dec. 14, 2020).

Because there is no unified "Baptist Church," there can be no "intra-church dispute" or dispute about "church government" in this case. The Supreme Court recognized that Baptists are "a religious congregation which . . . so far as church government is concerned, owes no fealty or obligation to any higher authority." *Watson*, 80 U.S. at 721. This differentiates Baptists from the Presbyterian church in *Watson*, which is "a subordinate member of some general church organization in which there are superior ecclesiastical tribunals." *Id.* at 723. Disputes among Baptists "must be determined by the ordinary principles which govern voluntary associations," *id.* at 725, because they lack the "system[s] of ecclesiastical government" that secular courts must accept as final and binding, *id.* at 729. NAMB's actions in this case do not—and cannot—implicate "church government." *See Kedroff*, 344 U.S. at 116.

Notably, current and former Baptist leaders agree. *See* Brief of Current and Former Baptist Leaders as *Amici Curiae* at 10–13. They reiterate that "the individual autonomy of local churches is a venerable, core Baptist distinctive." *Id.* at 10. Accordingly, "a dispute between McRaney (a former employee of BCMD, a state Baptist convention) and NAMB (an entity of the Southern Baptist Convention) [could not be] an 'internal' dispute of 'the Baptist Church.'" *Id.* at 12. To conclude otherwise would first require that there exist a "'Baptist Church' with [a] unified 'mission' and 'government.'" *Id.* at 13. Even then, "McRaney, BCMD, and NAMB [would also need to be] inside that single institution." *Id.* And "when NAMB allegedly interfered with McRaney's BCMD employment [and defamed him], NAMB [must have been] exercising 'the Baptist Church's' unreviewable governance over one of 'the Church's' leaders stationed at a

subordinate entity." *Id.* Such a result would, according to Baptist leaders, be "foreign to Baptist polity." *Id.* at 13.

B

Next, McRaney argues that his claims do not implicate "faith and doctrine." He instead brings "familiar state law tort claims," and asks this court to "apply neutral principles of tort law to a case that . . . involves a civil rather than religious dispute." *McRaney*, 966 F.3d at 349. I agree.

"Civil courts do not inhibit free exercise of religion merely by opening their doors to disputes" involving religious entities. *Presbyterian Church in U.S. v. Mary Elizabeth Blue Hull Mem'l Presbyterian Church*, 393 U.S. 440, 449 (1969). "[T]here are neutral principles of law, developed for use in all . . . disputes, which can be applied without 'establishing' churches." *Id.* Secular courts may settle a dispute implicating religious entities or churches "so long as it involves no consideration of doctrinal matters, whether the ritual and liturgy of worship or the tenets of faith." *Wolf*, 443 U.S. at 602 (quoting *Maryland & Va. Churches*, 396 U.S., 367, 368 (Brennan, J., concurring)). As our sister courts agree, the First Amendment "does not provide religious organizations with a blanket immunity from suit, discovery, or trial."[2] *O'Connell v. U.S. Conf. of Cath. Bishops*, 134 F.4th 1243, 1258 (D.C. Cir. 2025).

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[2] *See, e.g.*, *Garrick v. Moody Bible Inst.*, 95 F.4th 1104, 1112 (7th Cir. 2024) ("Courts may exercise authority [in disputes involving religious institutions] when the resolution does not require inquiry into doctrinal disputes."); *Wells by & through Glover v. Creighton Preparatory Sch.*, 82 F.4th 586, 595 n.4 (8th Cir. 2023) ("Just because Creighton is a Jesuit school and Wells spoke in a vulgar manner does not necessarily mean this case requires an inquiry into religious doctrine, much less an 'extensive' one."); *Belya v. Kapral*, 45 F.4th 621, 630 (2d Cir. 2022) ("But secular components of a dispute involving religious parties are not insulated from judicial review[.] . . . So long as the court relies exclusively on

The question, then, is whether adjudication of McRaney's claims will necessitate consideration of "theological controvers[ies], church discipline, ecclesiastical government, or the conformity of the members of the church to the standard of morals required of them." *Watson*, 80 U.S. at 728.

1

McRaney brings two sets of almost identical claims based on NAMB's pre- and post-termination conduct. He claims that before he was fired, NAMB "disparaged McRaney with the serious assertion to his employer, BCMD, that [he] violated [the Agreement,]" which led BCMD to terminate his employment. He also alleges "NAMB personnel contended that [McRaney] lied, and that he 'almost single-handedly ruined' the BCMD." These allegations form the basis of his pre-termination claims for interference with contract, defamation, and intentional infliction of emotional distress.

To establish an interference with contract claim, McRaney must establish that: (a) NAMB's acts were intentional; (b) these acts were done with the unlawful purpose of causing McRaney damage and loss, without right or justifiable cause; and (c) actual loss occurred. *See Collins v. Collins*, 625 So.2d 786, 790 (Miss. 1993). No matter of faith or doctrine is implicated in adjudicating this claim. NAMB's motion—and the summary-judgment record—confirm that its conflicts with McRaney arose because he "would act unilaterally," offering positions to candidates and imposing additional requirements on church planters without its approval. This violated the Agreement, NAMB claims, because NAMB and BCMD had agreed that the entities would act jointly and that "missionaries [would] go through the

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objective, well-established [legal] concepts, it may permissibly resolve a dispute even when parties are religious bodies.").

approval process of both [entities]." Consideration of whether NAMB acted intentionally with an unlawful purpose in informing BCMD that McRaney engaged in "serious and persistent" disregard of the Agreement without right or justifiable cause, and whether these actions caused BCMD to fire McRaney, does not implicate religious questions.

As for McRaney's second pre-termination claim, the elements of a defamation claim are: (a) a false and defamatory statement concerning plaintiff; (b) unprivileged publication to a third party; (c) fault amounting at least to negligence on part of publisher; and (d) harm caused by publication. *See Armistead v. Minor*, 815 So. 2d 1189, 1193 (Miss. 2002). McRaney specifically alleges that NAMB defamed him by telling BCMD that he breached the Agreement, as well as by telling others that he lied and "almost single-handedly ruined" the BCMD. The focus in assessing McRaney's defamation claim will be whether NAMB made these statements to third parties and whether they are true. Inquiry into Baptist religious beliefs—or McRaney's ministerial qualities—will not be required.

McRaney's final pre-termination claim is an intentional infliction of emotional distress claim. To succeed on this claim, McRaney must establish that: (a) NAMB acted willfully or wantonly; (b) NAMB's acts evoke outrage or revulsion in a civilized society; (c) the acts were directed at or intended to cause McRaney harm; (d) McRaney suffered severe emotional distress from those acts; and (e) his resulting emotional distress was foreseeable. *See McGrath v. Empire Inv. Holdings, LLC*, No. 1:11-CV-209-A-S, 2013 WL 85205, at *7 (N.D. Miss. Jan. 7, 2013). Adjudicating this claim will require consideration of why NAMB told BCMD that McRaney breached the Agreement, as well as why it told others that he lied and "almost single-handedly ruined" the BCMD. Determining whether NAMB acted "willfully or wantonly" does not implicate religious beliefs, procedures, or law. NAMB offered evidence that its relationship with McRaney broke

down because he repeatedly acted unilaterally. It offered no "religious explanation for its actions which might entangle the court in a religious controversy in violation of the First Amendment." *Drevlow v. Lutheran Church, Mo. Synod*, 991 F.2d 468, 472 (8th Cir. 1993).

2

McRaney also alleges that after BCMD fired him, NAMB took the "unprecedented step of posting a photo of [him] at the reception desk of NAMB's headquarters, for the purpose of denying him entry to the building." McRaney also claims that NAMB "blackball[ed] or blacklist[ed] him," and he offers examples of this alleged "decade-long vendetta," including that a member of NAMB's Board of Trustees interfered with his invitation to speak at a large event. He allegedly lost out on two jobs because "the perception portrayed by NAMB . . . was that [McRaney] was a troublemaker." These allegations form the basis of his post-termination claims for interference with prospective business relationships, defamation, and intentional infliction of emotional distress.

To succeed on his claim for interference with prospective business relationships, McRaney must establish that: (a) NAMB's actions were intentional; (b) NAMB's actions were committed to cause McRaney damage in his lawful business; and (c) actual damage and loss resulted. *See Biglane v. Under the Hill Corp.*, 949 So.2d 9, 16 (Miss. 2007). Adjudication of this claim will require consideration of whether NAMB's actions were intended to interfere with McRaney's prospective business relationships. Consideration of whether NAMB posted a no-entry photograph of McRaney for a reason other than "communicat[ing] that [McRaney] was not to be trusted and an enemy of NAMB" or called him a "troublemaker" in order to "blackball" him does not implicate matters of faith or doctrine.

As with McRaney's pre-termination defamation claim, the focus in assessing his post-defamation claim will be on whether NAMB made the alleged statements and their veracity. McRaney alleges that NAMB has falsely claimed that he "resigned" from BCMD, that he is unreasonable, greedy, and seeking to unfairly enrich himself, and that he has refused to engage with NAMB in "biblical reconciliation." Although the question of whether McRaney did or did not engage in "biblical reconciliation" could require interpretation of a religious procedure or belief, the allegations that McRaney resigned or that he seeks to unfairly enrich himself are removed from matters of faith or doctrine. Determining the veracity of these claims would not require any inquiry into Baptist religious beliefs, nor would it require assessing whether McRaney fulfilled his gospel calling. His defamation claim does not fail in its entirety.

McRaney's final post-termination claim is for intentional infliction of emotional distress. Adjudication will require assessment of why NAMB posted a no-entry photo of him at their headquarters, as well as why it portrayed an impression of McRaney as a "troublemaker." Determining whether NAMB acted "willfully or wantonly" does not implicate religious beliefs, procedures, or law. NAMB offered evidence that the photo was "an unoffensive headshot of [McRaney], without any accompanying text." It has also argued that "posting the photograph was a self-evidently reasonable step under the circumstances" because "[b]y 2016, [McRaney] had become a serious security risk for NAMB." NAMB has already offered secular explanations to defend against McRaney's secular allegations. Resolution of McRaney's post-termination intentional infliction of emotional distress claim requires no more than resolution of a secular claim.

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Because they do not implicate matters of faith and doctrine, McRaney is entitled to continue pursuing his secular claims regarding NAMB's pre- and post-termination conduct.

III

I respectfully dissent from affirming the entry of summary judgment in favor of NAMB.