

IN THE SUPERIOR COURT OF WHITE COUNTY
STATE OF GEORGIA

EMIR CANER,

Plaintiff,

v.

TRUETT MCCONNELL
UNIVERSITY, INC.,

Defendant.

Civil Action No.:

COMPLAINT

Plaintiff Emir Caner (“Caner”) files this Complaint against Defendant Truett McConnell University, Inc. (“TMU”) and shows this Honorable Court the following:

INTRODUCTION

Caner led TMU as its president for over seventeen years. Under Caner’s leadership, TMU transitioned from a small college into a thriving university. Due to his successful track record, TMU extended Caner’s contract in 2021 for ten years. On May 29, 2025 a former TMU student and staff member alleged on a Christian podcast that a former TMU professor sexually abused her. The former student also claimed, falsely and without any evidence, that Caner knew of the professor’s misconduct toward the student.

One week after the release of the podcast, TMU’s Board of Trustees suspended Caner’s employment, even though they had been aware of the student’s allegations for several months. As part of its public response to the unverified, yet scandalous allegations, TMU fired Caner. Doing so breached Caner’s employment contract with

TMU, because the contract requires any early termination be made for cause.

PARTIES, JURISDICTION AND VENUE

1. TMU is a private Georgia Baptist university located in White County, Georgia.
2. TMU maintains a principal office located at 100 Alumni Drive, Cleveland, Georgia 30538.
3. TMU may be served with process via its registered agent, Grant Greenwood, at 544 Mulberry St, Ste. 1000, Macon, Bibb County, Georgia, 31202-1956, or as otherwise provided by law.
4. Plaintiff Caner is the former president of TMU.
5. This Court has subject matter jurisdiction over this matter pursuant to O.C.G.A § 15-6-8(1).

BACKGROUND FACTS

6. On August 8, 2008, TMU hired Caner as its eighth president.
7. At the time of his March 26, 2009 inauguration, Caner became TMU's youngest president.
8. During the first four years of Caner's term as president, TMU achieved several milestones including:
 - a. Joining the National Christian College Athletic Association during the Spring 2009 semester;
 - b. Establishing TMU's missions program and the Creation Research Center during the Fall 2009 semester;

- c. Completing an \$8,000,000 renovation and expansion project on October 27, 2011;
- d. Establishing TMU's online program in 2009 and doubling online enrollment each school year between 2009 and 2011;
- e. Achieving its largest graduation class during the Spring 2012 semester, which was later surpassed on several occasions during Caner's term as president; and
- f. Reaching record enrollment each school year between 2010 and 2012;

9. Due to Caner's efforts, TMU officially achieved university status on May 14, 2016 after graduating its first master's degree recipient.

10. On December 17, 2020, the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") reaffirmed TMU's accreditation for ten years, which is the maximum amount of time that can be granted. At the time it received reaccreditation, TMU offered forty-one undergraduate degree programs and ten graduate degree programs.

11. In recognition and consideration of the aims achieved under Caner's leadership for over a decade, TMU's Board of Trustees ("the Board") executed a new contract for employment with Caner, which extending his term as president for ten years, beginning on July 1, 2021 and ending on June 30, 2031.

12. A copy of the TMU-Caner employment contract is attached as **Exhibit A**.

13. Under the contract, TMU agreed to pay Caner \$272,639.69 annually as his base salary, which would increase each year to account for inflation.

14. In addition to inflation, the contract also provided a 2% base salary increase each time TMU reached specific milestones and a 1% increase for each percentage increase to TMU's graduation rate.

15. Since executing the contract, TMU reached the following milestones under Caner's leadership:

- a. Saving TMU \$7,000,000 by completing the Student Success Center instead of building a new Academic Building in Fall 2024;
- b. Reaching Level V status with SACSCOC and launching TMU's first doctoral program; and
- c. The completion of Watter's Village in Summer 2025 for \$600,000 less than TMU's projected budget.

16. Between 2021 and 2025, TMU's graduation rate grew 6%.

17. Under the terms of the contract, TMU agreed to provide an unlimited meal plan for Caner and his family, him and his wife phones and any additional electronic devices needed to perform his duties, a university issued vehicle, and coverage for all his health care, life insurance, and retirement benefits. The annual value of these benefits exceeds \$133,000.00.

18. The contract also required Caner to live in the "President's house" on campus and agreed to provide all maintenance of the "President's house" during his term.

19. Throughout his tenure with TMU, Caner regularly represented the University through speaking engagements.

20. The contract allowed Caner to keep any honorarium or stipend he received from any third party as a representative of the university and receive reimbursements for his mileage, meals, and hotel stays if the third party provided no compensation.

21. On average, Caner earned \$30,000.00 each year from honoraria.

22. Caner's pristine record as TMU's president for over a decade received its first blemish on February 6, 2025 when Marcia G. Shein wrote a letter to the Board accusing Caner of mismanaging sexual misconduct allegations previously made by students against two former Truett McConnell employees in 2021: Academic Services Vice President Bradley Reynolds and professor Jeremy Lyons.

23. Caner terminated Reynolds in 2024, immediately after Reynolds disclosed that he was under investigation for sexual misconduct.

24. Caner conferred with TMU's counsel, Grant, regarding his decision to terminate Reynolds and to pay him a standard severance.

25. It was well within Caner's authority as President to both terminate Reynolds and to offer him severance.

26. Within days of terminating Reynolds, Caner notified the Board of his decision.

27. At no point prior to Reynolds alerting him of the investigation in 2024 did Caner have any knowledge of Reynolds' alleged sexual misconduct.

28. Nevertheless, the Board took no action against Caner in 2024 when it learned of Reynolds's termination and severance, or after it received Shein's letter.

29. The Board's position changed months later on May 29, 2025, when the Roys Report, a Christian media outlet, released an investigative story about the allegations against Reynolds.

30. One week and several scathing articles later, the Board placed Caner on administrative leave and began an investigation into the allegations made against Reynolds.

31. On September 25, 2025, the Board convened to determine whether Caner should be terminated and if his termination should be considered a termination "with cause."

32. In a 19-10 vote, the Board terminated Caner's employment with TMU.

33. In its notice of termination, the Board cited Caner's handling of Reynolds' investigation and termination as the cause of his termination.

34. None of the reasons cited by the Board amounted to a breach of the Contract by Caner.

BREACH OF CONTRACT

35. TMU entered into the Contract with Caner and agreed to provide him the following throughout the contract:

- a. \$272,639.69 annually as his base salary, which would increase each year to account for inflation.
- b. A 2% base salary increase each time TMU reached specific milestones;
- c. A 1% increase for each percentage increase to TMU's graduation rate;
- d. Free housing at the "President's house";

- e. A University issued vehicle;
- f. Cellular phones for him and his wife;
- g. Any additional electronic devices needed to perform his duties;
- h. An unlimited meal plan for Caner and his family;
- i. The ability to obtain honorariums and stipends from third parties for attending events of behalf of the University; and
- j. Coverage for his health care, life insurance, and retirement benefits.

36. The contract set a 10-year contract period lasting from July 1, 2021 through June 30, 2031.

37. TMU prematurely terminated the contract on September 25, 2025.

38. As a direct result of Truett McConnell's breach of the Contract, Caner lost the remaining benefits of the Contract and incurred significant expenses associated with relocation and loss of transportation.

39. Caner is entitled to actual and compensatory damages as a result of TMU's breach.

40. Caner is also entitled to recover remote damages occasioned by TMU's knowing and intentional breach of the agreement pursuant to O.C.G.A. § 51-12-10.

41. Under O.C.G.A. § 13-6-11, TMU is liable to Caner for payment of his reasonable attorneys' fees and expenses in litigation for acting in bad faith, being stubbornly litigious, and causing Caner unnecessary trouble and expense.

WHEREFORE, Caner respectfully requests that the Court:

- (1) Award Caner actual, compensatory, and remote damages in an amount to be determined by the evidence at trial;
- (2) Award Caner pre-judgment and post-judgment interest;

(3) Award Caner reasonable expenses, including attorneys' fees and costs under O.C.G.A. § 13-6-11; and

(4) Grant such other relief as the Court deems just and proper.

Respectfully submitted, this June 5, 2026.

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Counsel for Caner

**Contract for Employment
Between
the Board of Trustees of Truett McConnell University
and
Dr. Emir Caner, President of Truett McConnell University**

THIS CONTRACT FOR EMPLOYMENT (the "Contract") is made and entered into with an effective date of _____, 2021, by and between the Board of Trustees of Truett McConnell University, Inc., (hereinafter called the "Board of Trustees"), and Dr. Emir Caner, (hereinafter called "Dr. Caner"). The Board of Trustees and Dr. Caner are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Truett McConnell University, Inc., a Georgia nonprofit corporation, operates the Truett McConnell University, a private Christian liberal arts and sciences university located in Cleveland, Georgia that offers baccalaureate and master's degrees (the "University"); and,

WHEREAS, the Board of Trustees for the University has called Dr. Caner to be the University's President under the terms and conditions set out herein; and,

WHEREAS, Dr. Caner has agreed to be the University's President under the terms and conditions set out herein;

NOW THEREFORE, in consideration of the mutual promises and agreement contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

Article I
Definitions

1.1 Definitions

For the purpose of this Contract, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following respective meanings:

"Board of Trustees" shall mean the current Board of Trustees of Truett McConnell University.

"Bylaws" means the University's Bylaws, dated March 17, 2017, as may be amended, and which are incorporated herein by this reference.

"Confidential Information" shall have the meaning specified in Section 5.1.

"Fiscal Year" means the period of time beginning on, and including, July 1st and ending on, and including, June 30th of the following year



"Handbook" means the University's Handbook Policy and Procedures, effective Fall 2020-2021, as may be amended, and which is incorporated herein by this reference.

"President" shall mean the President of Truett McConnell University together with all authority that the office holds as set out in its Bylaws and its Handbook.

Article II

Employment: Term, Positions and Duties, Etc.

2.1 Employment

The Board of Trustees agrees to continue employment of Dr. Caner as the University's President, and Dr. Caner agrees to accept and continue his employment, as set out within this Contract.

2.2 Term of Employment

Unless sooner terminated pursuant to Article IV, the Term of Dr. Caner's employment under this Contract ("the Term") shall continue for ten (10) years, beginning on July 1, 2021, and expiring on June 30, 2031..

2.3 Positions and Duties

(A) Dr. Caner shall serve as the President of the University and shall have, and may exercise, all of the powers, functions, duties, and responsibilities normally attributable to such office, including (without limitation) such powers, functions, duties, and responsibilities as are set forth with respect to such office in the University's Certificate of Incorporation and the Bylaws as such may be amended.

(B) Furthermore, Dr. Caner shall have such additional duties and responsibilities commensurate with such office as from time to time may be reasonably assigned to him by the Board of Trustees.

(C) During the Term, Dr. Caner shall (1) report directly to the Board of Trustees; and, (2) observe and comply with all lawful policies, directions, and instructions of the Board of Trustees.

(D) While performing his responsibilities, Dr. Caner agrees to do the following:

1. Dr. Caner agrees to use his best efforts while performing the duties of the President of the University.
2. Dr. Caner agrees to achieve the mission of the University and fulfill the job description of President of the University.
3. Dr. Caner shall maintain high academic, accreditation, and financial standards for the University within the expectations of the Board of Trustees.
4. Dr. Caner shall adhere to the philosophy of the University in promoting the fulfillment of its purpose as an institution related to the Georgia Baptist Mission Board.
5. Dr. Caner shall agree not to engage in any activity or endeavor which will interfere with the effective discharge of the duties and responsibilities described in this Contract and/or the University's Handbook.

6. Dr. Caner shall have the right, at his discretion, to teach courses within his field at the University, in coordination with the academic needs of the University and its Vice President of Academic Services.

Article III Compensation and Benefits

3.1 Housing

During the Term of this Contract, Dr. Caner and his family shall have all use and possession of the President's house located on the University's campus, including all furniture and fixtures located therein. All utilities and expenses related to the maintenance of the President's home shall be paid by the University. Additionally, all exterior and interior maintenance of the President's home shall be provided by the University, including any needed furniture upgrades that are budgeted by the University.

3.2 Use of Automobile

During the Term of this Contract, Dr. Caner will be provided an automobile as allowed for by the University's budget process. Use of the automobile for personal use will follow IRS guidelines.

3.3 Cellular Phone and Other Electronic Devices

During the Term of this Contract, Dr. Caner and his spouse shall be provided a cellular phone by the University, and the University shall be responsible for monthly expenses for its reasonable usage. Additionally, Dr. Caner shall be provided the use of a computer and other electronic devices as deemed necessary to perform his duties as President of the University. All such electronic devices should be updated periodically, as budgeted by the University, at the expense of the University.

3.4 Meals

During the Term of this Contract, Dr. Caner and his family shall have free and unlimited access to all dining facilities on the University campus at all times at no cost to either himself or his family.

3.5 Access to Credit Card for Business Purposes Only

Dr. Caner shall have and receive a University credit card for his use during the Term of this Contract. While there shall be no preapproval process for the use of the card, the card shall be used for business purposes only. Receipts shall be turned into the University monthly for accounting purposes.

3.6 Salary; Severance Pay

For his services as President of the University, Dr. Caner shall be paid a salary (the "Salary") as specified in Schedule 3.6 attached hereto and incorporated herein. Additionally, he may obtain severance pay in accordance with the terms specified in Schedule 3.6.

3.7 Insurance and Other Benefits

In addition to his Salary and the benefits specifically listed herein, Dr. Caner shall also receive all benefits available as an employee of the University as specified in the University's

Handbook. Furthermore, during the Term of this Contract, (A) the University will provide a life insurance policy for Dr. Caner in the amount of One Million Dollars (\$1,000,000.00) to insure his life with Dr. Caner to name the beneficiary thereon; (B) the University will provide a budget each Fiscal Year of the Term of Three Thousand Dollars (\$3,000.00) for Hana Caner's ministry/entertainment use; (C) the University will provide (i) a 403(b) retirement contribution for Dr. Caner that is the same as those for all other employees of the University – currently, that is, three percent (3%) of his annual salary per year regardless of whether Dr. Caner makes any contributions, with an employer-match on Dr. Caner's contributions for up to an additional four percent (4%) of his annual salary per year, and (ii) the difference between the total percentage contributed by the University pursuant to Section 3.7(C)(i) and ten percent (10%) of Dr. Caner's annual salary per year into a 457(b) retirement plan, provided that it does not exceed the federally-mandated annual limit for a 457(b) plan, in which case it will be only up to the annual limit; and, (D) the University will budget funds sufficient to cover deductibles and co-pays not covered by Dr. Caner's health insurance for himself and his family. Additionally, the University will allow Dr. Caner's children to attend the University to obtain a Bachelor's Degree free from tuition, room and board, regardless of whether or not Dr. Caner continues to serve as President of the University.

3.8 Paid Leave

During each Fiscal Year of the Term, Dr. Caner shall be entitled to five (5) weeks (i.e., twenty-five (25) days) of paid leave on an annual basis.

3.9 Indemnification; Director's and Officer's Liability Insurance

The University agrees to defend, indemnify, and hold harmless Dr. Caner against any liability and expenses arising by reason of his acting as the President of the University, in accordance with and to the fullest extent permitted by law. Further, the University shall maintain Director's and Officer's Liability Insurance for Dr. Caner in such amounts of coverage as are reasonably available to the University and permitted by law.

3.10 Representative of University

If Dr. Caner attends an event as a representative of the University, then he is allowed to keep any funds paid to him by a third party in relation thereto for his own personal use. Such funds may include, but are not necessarily limited to, an honorarium or an stipend for his mileage, meals, and/or hotel stays. In the event Dr. Caner receives no such compensation from the third party, then he will be permitted to submit his receipts to the University for reimbursement for his mileage, meals, and hotel stays.

Article IV **Termination**

4.1 Termination for Cause

The Board of Trustees reserves the right to immediately terminate this Contract for any breach on behalf of Dr. Caner by delivering a Notice of Termination to Dr. Caner.

