

IN THE CIRCUIT COURT OF HAMILTON COUNTY, TENNESSEE
ELEVENTH JUDICIAL DISTRICT

ANKERBERG THEOLOGICAL
RESEARCH INSTITUTE,

Plaintiff,

v.

ANDREW GLENN JAEGER,

Defendant.

Case No. 23C461.

Division _____

JURY DEMAND

FILED IN OFFICE
2023 APR 20 AM 8:58
LARRY L. HENRY, CLERK
BY D.S.

**VERIFIED COMPLAINT FOR TEMPORARY RESTRAINING ORDER,
INJUNCTIVE RELIEF, AND DAMAGES**

Parties

1. The Ankerberg Theological Research Institute ("ATRI") is a Tennessee nonprofit corporation with its principal place of business located in Chattanooga, Tennessee.
2. Andrew Glenn Jaeger is, upon information and belief, a resident of Chattanooga, Tennessee.

Jurisdiction and Venue

3. The Court has subject matter jurisdiction over this matter under Tenn. Code Ann. § 16-10-113 because Hamilton County, Tennessee is the situs for each of the following: (a) where the parties were to render their respective services; (b) where the contract at issue was executed; and (c) where Jaeger is believed to be located.
4. The Court has personal jurisdiction over Jaeger because Jaeger is a resident of Hamilton County, Tennessee. And during the course of his previous employment with ATRI, Jaeger had systematic and continuous contacts with ATRI's

headquarters and principal place of business in Chattanooga, Tennessee. And this Court has personal jurisdiction over Jaeger because this lawsuit relates to transactions occurring, in whole or in part, within Hamilton County, and the causes of action in this Complaint arose, in whole or in part, in Hamilton County.

5. Venue is proper in this Court under Tenn. Code Ann. § 20-4-101 because Hamilton County is the situs for each of the following: (a) where the causes of action arose; (b) where Jaeger resides; and (c) where ATRI resides.

6. This Court also has jurisdiction and venue over this matter because in Paragraph 13 of the parties underlying contract (explained below), the parties agreed that this controversy must be filed in Hamilton County and expressly consented to the jurisdiction and venue of this Court.

Facts

7. ATRI is the entity that owns and produces *The John Ankerberg Show*, a television and media ministry committed to defending the Christian faith, encouraging the believer, and challenging the skeptic.

8. Jaeger is a former employee of ATRI.

9. Jaeger began his employment with ATRI in 2019 and served as the Director of Donor Relations.

10. As the Director of Donor Relations, Jaeger had access to and was responsible for cultivating relationships with existing and prospective donors of ATRI. In this capacity, Jaeger also had access to certain confidential information of ATRI, including but not limited to contact information of existing and prospective donors.

11. As the Director of Donor Relations, Jaeger also supervised two other employees of ATRI, the Assistant Donor Relations and Donor Care Specialist. These two positions reported to Jaeger, and Jaeger had authority over them that included, but was not necessarily limited to, directing them and assigning them work.

12. Jaeger's employment with ATRI ended effective November 16, 2022, and at that time the parties signed a Separation Agreement and General Release (the "Separation Agreement"). A complete and accurate copy of the Separation Agreement is attached as **Exhibit 1**.

13. In Paragraph 5 of the Separation Agreement, Jaeger promised to return to ATRI, no later than November 21, 2022, all of the property Jaeger received from ATRI or obtained through his employment with ATRI:

5. RETURN OF PROPERTY.

5.1 Return by Employee. No later than 5 days after the Effective Date, Employee shall promptly return to Employer all physical and electronic property, files, memoranda, records, equipment, documents, photographs, computer discs, audiotapes, videotapes, and other property of Employer or any Releasee, or copies or reproductions of the same, that Employee has received from Employer or obtained through Employee's employment with Employer. This includes, but is in no way limited to, handbooks, policies, day planners, key

cards, access cards, trade secrets, personal data assistants, mobile telephones, smartphones, pagers, business records, computers, tablets, laptops, printouts of electronically stored information, and office equipment. Employee also shall immediately discontinue use of any equipment, software programs, and intellectual property of Employer or a Releasee, and shall provide to Employer all log in, password, log on, user name, and other similar access information for the programs, systems, and sites Employee used during his employment with Employer for business purposes. Employee also represents and warrants that any recordings of any conversations with or involving Employer representatives, employees, or officers have been permanently deleted, with no copies retained.

14. The names and contact information of ATRI's existing and prospective donors were among the items of information that Jaeger promised to return to ATRI.

15. Jaeger's promise to return this property to ATRI was a material and essential term of the parties' bargain that induced ATRI to enter into the Separation Agreement and pay him the \$50,000 in exchange for that promise and other consideration in that Agreement.

16. Following the end of his employment with ATRI, Jaeger was not authorized to possess any of ATRI's property mentioned in Paragraph 5, including but not limited to the names and contact information of ATRI's existing and prospective donors.

17. In February 2023, it came to ATRI's attention that after signing the Separation Agreement, Jaeger had been repeatedly contacting ATRI's existing and prospective donors through emails, letters, and telephone calls.

18. In his communications to these existing and prospective donors, Jaeger encouraged them to demand their donations back and to otherwise terminate or diminish their relationships with ATRI.

19. In some of those communications with existing and prospective donors, Jaeger also offered to share documents about ATRI that he could not have obtained publicly, thus suggesting that Jaeger was still in possession of additional information that he promised to return under Paragraph 5 but has not done so.

20. On February 22, 2023, ATRI's counsel emailed Jaeger's then-counsel demanding that Jaeger immediately cease contacting ATRI's existing and prospective donors and cease further breaches of the Separation Agreement. See **Exhibit 2**.

21. Jaeger continues to contact ATRI's existing and potential donors, encouraging them to them to demand their donations back and to otherwise terminate or diminish their relationships with ATRI.

Count 1 – Breach of Contract

22. ATRI incorporates by reference the preceding paragraphs.

23. The Separation Agreement is a valid and enforceable contract.

24. Jaeger breached the Separation Agreement by failing to return all of ATRI's property by no later than November 21, 2022. This property includes, but is not necessarily limited to: (a) the names and contact information of ATRI's existing and prospective donors, and (b) documentation about ATRI that Jaeger could not have obtained publicly.

25. Jaeger failed to return this information, as promised, because he has been using it to contact ATRI's existing and prospective donors and encouraging them to demand their donations back and to otherwise terminate or diminish their relationships with ATRI.

26. In some of those communications with existing and prospective donors, Jaeger also offered to share documents about ATRI that he could not have obtained publicly, thus representing that he possesses additional information that he promised to return under Paragraph 5 but has not done so.

27. Jaeger's misconduct has damaged ATRI in an amount to be determined at trial. Such damages include, but are not necessarily limited to, compensatory damages, loss of goodwill and reputation, and incidental and consequential damages.

28. ATRI is also entitled to recover its reasonable attorney fees, costs, and expenses under Paragraph 10 of the Separation Agreement.

Count 2 - Conversion

29. ATRI incorporates by reference the preceding paragraphs.

30. Jaeger was not authorized to possess, use, or disclose any of ATRI's confidential information or other property more than five days after the effective date of his Separation Agreement.

31. Jaeger possesses, has used, and continues to use ATRI's confidential information and other property without authorization.

32. Jaeger has intentionally and maliciously engaged in conversion of ATRI's confidential information and other property by exercising dominion and control over that property in defiance of ATRI's rights to that property and by appropriating that property for his own use and benefit.

33. This property includes, but is not necessarily limited to: (a) the names and contact information of ATRI's existing and prospective donors, and (b) documentation about ATRI that Jaeger could not have obtained publicly.

34. Jaeger's conversion has proximately damaged and continues to damage ATRI in an amount to be proven at trial. Such damages include, but are not necessarily limited to, actual and compensatory damages for refunded donations, loss of goodwill and reputation, and other indirect damages.

35. Jaeger's conduct has been reckless, malicious, and intentional, thus entitling ATRI to punitive damages.

Count 3 – Tortious Interference with Business Relations

36. ATRI incorporates by reference the preceding paragraphs.

37. ATRI had and has business relationships with the existing and prospective donors who supported ATRI's ministry and operations.

38. Jaeger knew that ATRI had relationships with these existing and prospective donors.

39. By encouraging these existing and prospective donors to demand their donations back and to sever or diminish their relationships with ATRI, Jaeger intended to harm ATRI's relationships with these third parties.

40. Jaeger acted with improper motive and improper means to interfere with ATRI's relationships with its existing and prospective donors. Jaeger's statements and conduct after his departure from ATRI show that his predominant purpose in interfering with these relationships was to injure ATRI.

41. Jaeger's tortious interference proximately damaged and continues to damage ATRI in an amount to be proven at trial. Such damages include, but are not necessarily limited to, actual and compensatory damages for refunded donations, loss of goodwill and reputation, and other direct and indirect damages.

42. Jaeger's conduct has been reckless, malicious, and intentional, thus entitling ATRI to punitive damages.

Count 4 – Temporary Restraining Order

Tenn. R. Civ. P. 65.03

43. ATRI incorporates by reference the preceding paragraphs.

44. Jaeger has breached the Separation Agreement, and ATRI reasonably believes that Jaeger will continue to breach the Agreement. ATRI therefore is entitled to a temporary restraining order under Rule 65.03 of the Tennessee Rules of Civil Procedure. ATRI's rights have been and are being violated, and will continue to be violated by Jaeger, and ATRI will suffer immediate and irreparable injury, loss, or damage before notice can be served and a hearing held.

45. ATRI is entitled to a temporary restraining order that, among other things, orders Jaeger: (a) to cease all use or disclosure of ATRI's confidential information or other property; (b) to identify under oath all of ATRI's property that remains in Jaeger's possession; (c) to return or destroy all of ATRI's property that Jaeger failed to return as promised; (d) to certify under penalty of perjury that all of ATRI's property in Jaeger's possession has been returned to ATRI or destroyed; and (e) to provide a list of all of ATRI's existing and prospective donors that Jaeger contacted along with copies or complete descriptions of all such communications.

Count 5 – Temporary Injunction

Tenn. R. Civ. P. 65.04

46. ATRI incorporates by reference the preceding paragraphs.

47. ATRI's rights under the Separation Agreement have been violated and will continue to be violated by Jaeger.

48. ATRI is likely to succeed on the merits of its claims alleged above.

49. Temporary injunctive relief is necessary to preserve and protect ATRI's donor relationships, reputation, goodwill, and confidential information through the duration of this action and until a final judgment can be rendered. ATRI has invested substantial time, money, and energy to preserve and protect these assets, including by entering into the Separation Agreement with Jaeger.

50. Unless this Court immediately enjoins Jaeger from continuing his misconduct, ATRI will continue suffering irreparable harm. ATRI has no adequate remedy at law through which it can be fairly compensated for the damage that Jaeger is causing. Without relief now, Jaeger's acts and omissions will tend to render any final judgment ineffectual.

51. ATRI is entitled to a temporary injunction through the pendency of this action that, among other things, orders Jaeger: (a) to cease all use or disclosure of ATRI's confidential information or other property; (b) to identify under oath all of ATRI's property that remains in Jaeger's possession; (c) to return or destroy all of ATRI's property that Jaeger failed to return as promised; (d) to certify under penalty of perjury that all of ATRI's property in Jaeger's possession has been returned to ATRI or destroyed; and (e) to provide a list of all of ATRI's existing and prospective donors that Jaeger contacted along with copies or complete descriptions of all such communications.

52. Jaeger will not be harmed by the requested injunctive relief because that requested relief would only order him to keep the promises to ATRI that he has already made.

53. Injunctive relief is in the public interest because ATRI seeks to enforce a valid contract. Tennessee law recognizes a strong public interest in enforcing contracts, and there is no countervailing interest in Jaeger's favor outweighing that interest.

54. ATRI is further entitled to injunctive relief because Jaeger expressly consented to injunctive relief in Paragraph 10 of the Separation Agreement.

Count 6 – Permanent Injunction

55. ATRI incorporates by reference the preceding paragraphs.

56. The Separation Agreement is a valid and enforceable contract. Jaeger has breached the Separation Agreement, including but not limited to Paragraph 5, which required Jaeger to return all of ATRI's property to ATRI following the end of his employment with ATRI.

57. ATRI is entitled to permanent mandatory injunctive relief that, among other things, orders Jaeger: (a) to cease all use or disclosure of ATRI's confidential information or other property; (b) to identify under oath all of ATRI's property that remains in Jaeger's possession; (c) to return or destroy all of ATRI's property that Jaeger failed to return as promised; (d) to certify under penalty of perjury that all of ATRI's property in Jaeger's possession has been returned to ATRI or destroyed; and (e) to

provide a list of all of ATRI's existing and prospective donors that Jaeger contacted along with copies or complete descriptions of all such communications.

WHEREFORE, ATRI respectfully requests that the Court:

1. Issue a Temporary Restraining Order, Temporary Injunction, and Permanent Injunction prohibiting Jaeger and anyone acting in concert with him from directly or indirectly, violating his obligations under the Agreement;
2. Issue immediate, temporary, and permanent injunctive relief requiring Jaeger to, among other things: (a) to cease all use or disclosure of ATRI's confidential information or other property; (b) to identify under oath all of ATRI's property that remains in Jaeger's possession; (c) to return or destroy all of ATRI's property that Jaeger failed to return as promised; (d) to certify under penalty of perjury that all of ATRI's property in Jaeger's possession has been returned to ATRI or destroyed; and (e) to provide a list of all of ATRI's existing and prospective donors that Jaeger contacted along with copies or complete descriptions of all such communications.
3. Enter judgment against Jaeger for damages in an amount sufficient to compensate ATRI for all losses and damages caused by Jaeger's misconduct;
4. Enter judgment against Jaeger for punitive damages in an amount to be determined at trial;
5. Award ATRI's reasonable attorney fees, costs, and expenses under Paragraph 10 of the Separation Agreement;
6. Award ATRI all pre-and post-judgment interest;

7. Tax all costs against Jaeger; and
8. Award ATRI all such other general relief that the Court deems just and proper.

This is ATRI's first application for extraordinary relief in this matter.

VERIFICATION

I have read the foregoing Verified Complaint for Temporary Restraining Order, Injunctive Relief, and Damages. I have personal knowledge of the matters stated herein, and the facts stated herein are true to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct.


This 19th day of April, 2023.

A handwritten signature in cursive script, reading "Darlene Ankerberg", is written over a horizontal line.

Darlene Ankerberg
Chief Executive Officer, Ankerberg
Theological Research Institute

Respectfully submitted this 20th day of April, 2023.

CHAMBLISS, BAHNER & STOPHEL, P.C.

By: 
Bradley M. Davis, TN BPR No. 012988
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Counsel for Ankerberg Theological Research Institute

EXHIBIT 1

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is between Andrew Jaeger, an individual ("Employee"), and Ankerberg Theological Research Institute, a Tennessee nonprofit corporation ("Employer").

BACKGROUND

Employee has been employed by Employer. Employee and Employer have agreed to end Employee's relationship with Employer and desire to clarify and settle all matters relating to Employee's employment and the end of that employment. Employer has offered Employee the severance package described below in Section 2, which is expressly conditioned on and subject to Employee's acceptance of this Agreement.

The parties therefore agree as follows:

1. **SEPARATION DATE.** Employee's employment with Employer will end on November 16, 2022, which will be Employee's last day of employment with Employer ("Separation Date").

2. **COVENANTS OF EMPLOYER.**

2.1 Employer will pay Employee's regular compensation through the Separation Date, and will also pay Employee for any accrued time off to which Employee is entitled under Employer's policies.

2.2 Employer will voluntarily pay to Employee a total gross amount of \$50,000.00, less required withholdings. The severance payment due under this section will be paid to Employee in one lump sum no later than 5 days after the Effective Date. The severance payment that Employer has agreed to pay is in excess of any amount that Employee would otherwise be entitled to receive from Employer.

2.3 Except as specifically provided above, Employer will not be obligated or liable to Employee for any compensation, salary, payments, bonuses, commissions, or benefits of any nature whatsoever by reason of Employee's employment, whether by express or implied agreement, arrangement, custom, or otherwise. Employee is accepting the payment described above in lieu of any other payment or benefit to which Employee might claim entitlement, and Employee expressly waives any claim or entitlement to any additional payment or benefit, whether of the type described above or otherwise.

3. **EMPLOYEE BENEFIT PLANS.** Employee's participation in Employer's employee benefit plans will cease on the later of the Separation Date, or on the date provided under the terms of such plans.

4. **RELEASE.**

4.1 To induce Employer to enter into this Agreement and to make the payment described above, upon Employer's fulfillment of its obligations under this Agreement, Employee

releases and discharges Employer and any owners, successors, assigns, affiliates, members, managers, parent company, sister company, and related companies, and any officers, trustees, shareholders, directors, members, plan administrators, employees, agents, or attorneys of any of the foregoing entities (collectively referred to as "Releasees") from any and all charges, complaints, claims, liabilities, obligations, actions, causes of action, suits, demands, costs, losses, damages, and expenses, whether known, unknown, disclosed, or undisclosed that existed as of the Effective Date. This general release of all claims includes, but is not limited to, any claim under Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.), the Equal Pay Act (29 U.S.C. § 206 et seq.), Fair Labor Standards Act (29 U.S.C. § 201 et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601 et seq.), the National Labor Relations Act (29 U.S.C. § 151 et seq.), the Worker Adjustment and Retraining Notification Act of 1988 (29 U.S.C. § 2101 et seq.), the Sarbanes-Oxley Act of 2002 (15 U.S.C. § 7201 et seq.), the Civil Rights Acts of 1866, 1871, 1964 and 1991, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Consolidated Omnibus Budget and Reconciliation Act of 1985 (29 U.S.C. § 1161 et seq.), the Employee Retirement Income and Security Act (29 U.S.C. § 1001 et seq.), the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act of 2008 (42 U.S.C. § 2000ff et seq.), the Tennessee Human Rights Act (Tenn. Code Ann. § 4-21-101 et seq.), the Tennessee Public Protection Act (Tenn. Code Ann. § 50-1-304), and the Tennessee Disability Act (Tenn. Code Ann. § 8-50-103 et seq.); and any claim under any statute, ordinance, regulation, or common law theory protecting whistleblowers or proscribing retaliation, discrimination, or harassment, regarding personal injury, regarding wrongful discharge, or relating to rights and obligations under contract, whether express, implied, or otherwise, as well as any claim for unpaid wages, bonuses, an accounting, stock, options, claims for defamation, emotional distress, mental pain, and suffering, and any other claims that Employee may now or hereafter claim to have against Employer released through the date of the execution of this Agreement.

4.2 Employee's release is a **general release of all claims** except that Employee is not waiving (a) any rights and entitlements that cannot be waived as a matter of law; or (b) the right to file a charge or participate in an investigation with the Equal Employment Opportunity Commission or any other governmental agency, although Employee is waiving Employee's right to recover a monetary award as a result of any and all such claims, charges, or investigations resulting from Employee's employment, regardless of the forum in which they are pursued.

4.3 Employer releases and forever discharges Employee from any and all claims, defenses, demands, causes of action, damages, expenses, offsets, and liabilities of any nature whatsoever that existed as of the Effective Date.

5. RETURN OF PROPERTY.

5.1 Return by Employee. No later than 5 days after the Effective Date, Employee shall promptly return to Employer all physical and electronic property, files, memoranda, records, equipment, documents, photographs, computer discs, audiotapes, videotapes, and other property of Employer or any Releasee, or copies or reproductions of the same, that Employee has received from Employer or obtained through Employee's employment with Employer. This includes, but is in no way limited to, handbooks, policies, day planners, key

cards, access cards, trade secrets, personal data assistants, mobile telephones, smartphones, pagers, business records, computers, tablets, laptops, printouts of electronically stored information, and office equipment. Employee also shall immediately discontinue use of any equipment, software programs, and intellectual property of Employer or a Releasee, and shall provide to Employer all log in, password, log on, user name, and other similar access information for the programs, systems, and sites Employee used during his employment with Employer for business purposes. Employee also represents and warrants that any recordings of any conversations with or involving Employer representatives, employees, or officers have been permanently deleted, with no copies retained.

5.2 Return by Employer. No later than 10 days after the Effective Date, Employer shall return to Employee his personal property from his office, including his degrees/diplomas and a world map from year 1492.

6. **CONFIDENTIALITY OF SETTLEMENT AND THIS AGREEMENT.** The terms of this Agreement are STRICTLY CONFIDENTIAL. Employee shall not disclose, reveal, or disseminate, orally, electronically, in writing, or in any manner whatsoever, the settlement of this matter or the contents of this Agreement, except that Employee may discuss this Agreement with Employee's immediate family, attorneys, financial advisors, and tax preparers, and as otherwise required by law.

7. **NON-DISPARAGEMENT.**

7.1 Unless required to do so by legal process, Employee shall not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, electronically, by word, or gesture, to any person whatsoever, about Employer or any Releasee, or about any product or service provided by Employer or a Releasee. For purposes of this section, a disparaging statement or representation is any communication that, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, or quality of the person, entity, service, or product to which the communication relates.

7.2 Unless required to do so by legal process, Employer shall not make any disparaging statements or representations, either directly or indirectly, whether orally or in writing, electronically, by word, or gesture, to any person whatsoever, about Employee. For purposes of this Section, a disparaging statement or representation is any communication that, if publicized to another, would cause or tend to cause the recipient of the communication to question the integrity, competence, or quality of Employee. The restrictions on Employer in this section apply only to John Ankerberg, Darlene Ankerberg, and members of Employer's senior management.

8. **NO CLAIMS.** Employee represents and confirms that Employee is not a party to and will not voluntarily participate in, directly or indirectly, any claim, charge, complaint, investigation, proceeding, or action against, involving, or related to Employer or the Releasees. Employee hereby waives any right to any relief or recovery, including, without limitation, damages, fees, attorneys' fees, awards, costs, and expenses, as a result of any charge, claim, investigation, proceeding, or action initiated or filed against, involving, or relating to Employer or a Releasee.

9. **NO ADMISSION.** This Agreement is not to be construed as an admission by Employer of any acts of discrimination, harassment, retaliation, misconduct, or any other illegal conduct against Employee or any other person, and Employer specifically disclaims any liability to, or discrimination, harassment, retaliation, misconduct, or any other illegal conduct against, Employee or any other person on the part of itself, its employees, or its agents.

10. **REMEDIES.** Damages in the event of a breach of this Agreement would be difficult, if not impossible, to calculate, thus entitling Employer to injunctive relief in the event of a breach or threatened breach of this Agreement, in addition to any entitlement to monetary damages. If either party commences an action against the other to enforce any of the terms hereof or because of the breach by either party of this Agreement, the losing party or defaulting party shall pay to the prevailing party reasonable attorneys' fees, costs, and expenses incurred in connection with the prosecution or defense of such action. .

11. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between the parties as to the separation of Employee's employment with Employer, and it fully supersedes any prior agreements or understandings between them pertaining to the separation of Employee's employment. The parties agree that they may modify this Agreement only by a subsequent, written agreement that is executed by both parties.

12. **VOLUNTARY AGREEMENT.** Employee voluntarily executes this Agreement, and Employee's execution of this Agreement is not based upon any representation by any party as to the merits, legal liability, or value of any claims of the parties or any other matter related to this Agreement.

13. **GOVERNING LAW; VENUE.** Employer's principal place of business is in Tennessee, and this Agreement will be signed by Employer in the State of Tennessee. This Agreement, and all rights and obligations of the parties under this Agreement, are to be governed by and construed in accordance with the laws of the State of Tennessee, without reference to any conflicts of laws principles. Any legal action, claim, or proceeding relating to this Agreement or the employment relationship between the parties must be filed in a federal or state court in or for Hamilton County, Tennessee, and for such purpose Employee specifically and irrevocably submits and consents to the jurisdiction of any state or federal court in or for Hamilton County, Tennessee, over the person of Employee and over the subject matter of any such action, claim, or proceeding. Employee specifically waives any objection or defense that Employee would otherwise have to the venue of any such action in such court and any defense of inconvenient forum for the maintenance of such action.

14. **EFFECTIVE DATE.** This Agreement will become effective on the date that the last party signs it ("Effective Date").

15. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or by disregarding it (if not permitted by law). If an unenforceable provision is modified or disregarded in accordance with this section, the rest of the Agreement is to remain in effect as written, and the unenforceable provision is to remain as written in any circumstances other than those in which the provision is

held to be unenforceable. But if modifying or disregarding the unenforceable provision would result in the failure of an essential purpose of this Agreement, the entire Agreement is to be held unenforceable.

16. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any such counterpart.

BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS READ THIS AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTANDS AND AGREES TO ALL OF ITS TERMS.

Signatures on following page(s)

DATE SIGNED

EMPLOYEE

Printed Name: _____

Nov. 16, 2022
DATE SIGNED

ANKERBERG THEOLOGICAL RESEARCH
INSTITUTE

By: Darlene Ankerberg

Printed Name: DARLENE ANKERBERG

Title: CEO

11/16/22
DATE SIGNED

Andrew Glenn Jaeger
EMPLOYEE

Printed Name: ANDREW GLENN JAEGER

ANKERBERG THEOLOGICAL RESEARCH
INSTITUTE

DATE SIGNED

By: _____

Printed Name: _____

Title: _____

EXHIBIT 2

From: Catanzaro, James L. <JCatanzaro@chamblisslaw.com>
Sent: Wednesday, February 22, 2023 7:50 AM
To: Cody Roebuck <CRoebuck@pkhpc.com>
Cc: Furrow, Justin L. <JFurrow@chamblisslaw.com>
Subject: RE: Questions

Cody

I wanted to follow up to let you know that despite the representation below which I am sure was passed on from Andrew Jaeger, it sure looks like he has in fact contacted and worked with MinistryWatch. I will separately forward an email from Mr. Jaeger he sent directly to me the day after I corresponded with MinstryWatch. More importantly, this will also advise that he has contacted Ankerberg donors and others to state his claims that the Ankerbergs have engaged in nefarious activities. These communications certainly are unfounded and quite damaging. Also, despite representations to the contrary, it sure also is clear that Mr. Jaeger retained property and documents that belong to his former employer as he offers to share documentation he could not otherwise publically obtain with those he contacts.

The Ankerberg Theological Research Institute therefore demands that Mr. Jaeger cease and desist from such further misrepresentations and violations of the terms of his Separation Agreement and General Release.

James L. "Jim" Catanzaro, Jr.
Attorney

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