

IN THE COUNTY COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

CELEBRATION CHURCH OF
JACKSONVILLE, INC., a Florida
Corporation,

Case No. 16-2022-CC-006371

Plaintiff,

v.

CHARLES S. WEEMS, IV, and
KERRI WEEMS, individuals,

Defendants,

CHARLES S. WEEMS, IV,
KERRI WEEMS, and CELEBRATION
GLOBAL, INC., a Florida not for profit
corporation, ,

Counter-Plaintiffs,

v.

CELEBRATION CHURCH OF
JACKSONVILLE, INC., a Florida
Corporation, TIM TIMBERLAKE,
Individually, WAYLAND WISEMAN,
individually, LISA STEWART, individually,
KEVIN CORMIER, individually,
MARCUS ROWE, individually,
ANGELA CANNON, individually,
JACOB WILLIAM, individually,
and LEE WEDEKIND, III, individually,

Counter-Defendants.

/

**DEFENDANTS/COUNTER-PLAINTIFFS'
MOTION TO TRANSFER TO CIRCUIT COURT**

Defendants/Counter-Plaintiffs, Charles Stovall Weems, IV (“Pastor Weems”) and Kerri Weems (“K. Weems”), and Counter-Plaintiff, Celebration Global, Inc. (“Celebration Global”), collectively “Counter-Plaintiffs, by counsel and pursuant to Rule 1.170(j), *Fla.R.Civ.P.*, move for the entry of an order transferring this action to the Circuit Court

1. Contemporaneously with the filing of this motion, Counter-Plaintiffs have filed a Counterclaim containing demands for relief that exceed the jurisdiction of the County Court in which this action is currently pending (i.e., damages in excess of \$50,000, exclusive of interest, costs, and attorneys’ fees).

2. A copy of the Amended Answer, Affirmative Defenses & Counterclaim is attached hereto as **Exhibit 1**.

3. *Florida Rule of Civil Procedure* 1.170(j) provides that because the Counterclaim exceeds the jurisdictional limits of this Court, this action is required to be immediately transferred to the Circuit Court of Duval County:

(j) Demand Exceeding Jurisdiction; Transfer of Action. If the demand of any counterclaim or crossclaim exceeds the jurisdiction of the court in which the action is pending, *the action must be transferred immediately* to the court of the same county having jurisdiction of the demand in the counterclaim or crossclaim with only such alterations in the pleadings as are essential. *The court must order the transfer of the action* and the transmittal of all documents in it to the proper court if the party asserting the demand exceeding the jurisdiction deposits with the court having jurisdiction a

sum sufficient to pay the clerk's service charge in the court to which the action is transferred at the time of filing the counterclaim or crossclaim. Thereupon the original documents and deposit must be transmitted and filed with a certified copy of the order. The court to which the action is transferred shall have full power and jurisdiction over the demands of all parties. Failure to make the service charge deposit at the time the counterclaim or crossclaim is filed, or within such further time as the court may allow, will reduce a claim for damages to an amount within the jurisdiction of the court where the action is pending and waive the claim in other cases.

See Rule 1.170(j), *Fla. R. Civ. P.* (emphasis added).

4. Pursuant to Rule 1.170(j), Counter-Plaintiffs paid the clerk's service charge in the court to which this action must be transferred at the time of filing the counterclaim.

WHEREFORE, Defendants/Counter-Plaintiffs, Charles Stovall Weems, IV and Kerri Weems, and Counter-Plaintiff, Celebration Global, Inc., respectfully request the entry of an order immediately transferring this action to the Circuit Court of Duval County and the transmittal of all documents in the court file to the Circuit Court of Duval County and granting such other and further relief as the Court deems just and appropriate.

Respectfully submitted,

/s/ Shane B. Vogt

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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2023, I caused a true and correct copy of the foregoing to be served via the Florida Court's E-Filing Portal upon the following counsel of record:

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Celebration Church of Jacksonville, Inc. v. Weems
Case No.: 16-2022-CC-006371

EXHIBIT 1

to Motion to Transfer to Circuit Court

IN THE COUNTY COURT OF THE FOURTH JUDICIAL CIRCUIT
IN AND FOR DUVAL COUNTY, FLORIDA

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JACKSONVILLE, INC., a Florida
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JACKSONVILLE, INC., a Florida
Corporation, TIM TIMBERLAKE,
Individually, WAYLAND WISEMAN,
individually, LISA STEWART, individually,
KEVIN CORMIER, individually,
MARCUS ROWE, individually,
ANGELA CANNON, individually,
JACOB WILLIAM, individually,
and LEE WEDEKIND, III, individually,

Counter-Defendants.

/

**AMENDED ANSWER & AFFIRMATIVE DEFENSES,
COUNTERCLAIM & DEMAND FOR JURY TRIAL**

Defendants/Counter-Plaintiffs, Charles Stovall Weems, IV (“Pastor Weems”) and Kerri Weems (“K. Weems”), answer the Complaint for Eviction and Damages filed by Plaintiff/Counter-Defendant, Celebration Church of Jacksonville, Inc. (“Celebration Church”),

ANSWER

Defendants, Pastor Weems and K. Weems answer the Complaint for Eviction and Damages as follows:

1. Admitted for jurisdictional purposes only.
2. Admitted for jurisdictional purposes only.
3. Denied. The Complaint does not allege an action for eviction. Rather, it alleges the *non-existence* of any rental agreement or landlord-tenant relationship between the parties. Accordingly, to the extent Celebration Church seeks to obtain possession of the subject property from the Weemses, an action for ejectment would be the only potential legal remedy, over which the Circuit Court would have “exclusive jurisdiction” under §66.021(2), *Fla. Stat.*
4. Admitted for jurisdictional purposes only.
5. The Weemses admit that Celebration Church purchased the Shellcracker Property on or about June 6, 2021., but deny the remaining allegations contained in this paragraph.

6. Denied as phrased. Admitted that there is no rental agreement between the parties. Denied to the extent Celebration Church claims there is no agreement entitling the Weemeses to possession of the subject property..

7. Denied that the Weemses “purport to live at the Shellcracker property by virtue of Stovall Weems’ former position at the church.” Admitted that Pastor Stovall resigned from his position of Senior Pastor on April 15, 2022.

8. Denied. Moreover, the Weemses move to strike the allegations concerning section 83.46(3), *Florida Statutes*, as irrelevant and immaterial.

9. Composite Exhibit A speaks for itself. Otherwise, denied. Moreover, the Weemses specifically deny any inference from the allegations in this paragraph that Celebration Church had any right to demand that they vacate the Shellcracker property.

10. Admitted. However, the Weemses specifically deny any inference from the allegations in this paragraph that Celebration Church had any right to demand that they vacate the Shellcracker property.

11. Denied. Moreover, the Weemses specifically deny Celebration Church’s entitlement to recover any attorneys’ fees it allegedly paid for the services of Lee Wedekind while he was suspended by the Florida Bar and therefore engaged in the unlicensed practice of law.

12. Denied.

13. Admitted for jurisdictional purposes only.

14. Denied.

COUNT I
(Eviction)

15. The Weemses incorporate by reference their responses contained in paragraphs 1 through 12 above.

16. Denied.

17. Admitted, subject to the allegations and claims set forth in the Counterclaim, below, which are incorporated herein by reference.

18. The Weemses admit only that they are in possession of the Shellcracker Property and deny the remaining allegations contained in this paragraph.

19. Denied.

COUNT II

20. The Weemses incorporate by reference their responses contained in paragraphs 1 through 12 above.

21. Admitted for jurisdictional purposes only.

22. Denied. Moreover, the Weemses move to strike the allegations concerning section 83.46, *Florida Statutes*, as irrelevant and immaterial.

23. Denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE
(Failure to State a Cause of Action)

Celebration Church fails to state a claim upon which relief can be granted because no landlord-tenant relationship exists or has ever existed between the parties and Celebration Church fails to allege the existence of any rental agreement or contract

pursuant to which the Weemses agreed to pay rent or lease the subject property. The existence of such an agreement is an essential element of a claim by a “landlord” seeking eviction and damages. *See 3618 Lantana Road Partners, LLC v. Palm Beach Pain Management, Inc.*, 57 So. 3d 966 (Fla. 4th DCA 2011).

Celebration Church brought this action pursuant to Chapter 83, *Florida Statutes*, which specifically applies to the "rental" of a dwelling unit, with "rent" being defined as "the periodic payments due the landlord from the tenant for occupancy *under a rental agreement* ... as may be designated in a written rental agreement." See §§ 83.41, 83.43(6), *Fla. Stat.* (emphasis added) A tenant is defined as "any person entitled to occupy a dwelling unit *under a rental agreement*," and a “rental agreement” is specifically defined as a "written agreement" or oral agreement for a duration of less than 1 year. *See* § 83.43(4), *Fla. Stat.* (emphasis added).

Celebration Church fails to allege the primary element of a claim seeking eviction and damages under Chapter 83: the existence of a rental agreement and landlord-tenant relationship. In fact, Celebration Church expressly alleges that such an agreement does **not** exist:

6. Stovall and Kerri Weems have been living in the Shellcracker property without any form of agreement with Celebration.

...

19. There is no oral or written agreement for the Weemses to remain in possession of the Shellcracker Property.

Thus, on its face the Complaint demonstrates the absence of an actionable claim against the Weemses and must be dismissed accordingly.

SECOND AFFIRMATIVE DEFENSE
(Lack of Subject Matter Jurisdiction)

The Complaint does not allege an action for eviction. Rather, it alleges the *non-existence* of a rental agreement and landlord-tenant relationship between the parties. Accordingly, to the extent Celebration Church seeks to obtain possession of the subject property from the Weemses, an action for ejectment would be the only potential legal remedy—over which the Circuit Court would have “exclusive jurisdiction.” See § 66.021(2), *Fla. Stat.*; § 26.012, *Fla. Stat.*; *Pro-Art Dental Lab, Inc. v. V-Strategic Grp., LLC*, 986 So. 2d 1244, 1250 (Fla. 2008) (“Florida’s county courts lack subject-matter jurisdiction to entertain ejectment actions.”); *Toledo v. Escamilla*, 962 So.2d 1028, 1030 (Fla. 3d DCA 2007) (holding that “ejectment, not eviction, was the proper remedy, and the matter should have been transferred to the circuit court” when defendant in eviction action “asserted in her answer that she was not a tenant and that she had an equitable interest in the property”). Moreover, by virtue of the facts alleged and relief sought in the Counterclaim set forth below, the County Court now lacks subject matter jurisdiction over this action. See Rule 1.170(j), *Fla. R. Civ. P.*; *Hollywood Food Court, Inc. v. Hollowell*, 588 So.2d 243 (Fla. 4th DCA 1991).

THIRD AFFIRMATIVE DEFENSE
(Failure To Attach Lease)

Rule 1.130(a), *Florida Rules of Civil Procedure*, requires a plaintiff to attach documents on which the action may be brought. The Complaint served on the does not attach any written lease agreement between the parties—which would be an essential document defining the rights and liabilities of the parties and forming the

basis on which this action may be brought. Accordingly, the Complaint should be dismissed.

FOURTH AFFIRMATIVE DEFENSE
(Breach of Contract)

As more specifically alleged in the Counterclaim set forth below, which is incorporated herein by reference, Celebration Church is barred from recovering possession of the Shellcracker Property and damages from the Weemses based on its own conduct, including materially breaching the underlying agreements between the parties concerning the Shellcracker property.

FIFTH AFFIRMATIVE DEFENSE
(Unclean Hands)

As more specifically alleged in the Counterclaim set forth below, which is incorporated herein by reference, Celebration Church is barred from recovering possession of the Shellcracker property and damages from the Weemses based on its own unclean hands.

SIXTH AFFIRMATIVE DEFENSE
(Estoppel)

As more specifically alleged in the Counterclaim set forth below, which is incorporated herein by reference, Celebration Church is estopped from recovering possession of the Shellcracker property and damages from the Weemses.

SEVENTH AFFIRMATIVE DEFENSE
(Hinderling Performance)

As more specifically alleged in the Counterclaim set forth below, which is incorporated herein by reference, Celebration Church is barred from recovering

possession of the Shellcracker property and damages from the Weemses because it hindered or rendered impossible the Weemses' performance of any obligations owed to Celebration Church.

EIGHTH AFFIRMATIVE DEFENSE
(Impossibility of Performance)

As more specifically alleged in the Counterclaim set forth below, which is incorporated herein by reference, Celebration Church is barred from recovering possession of the Shellcracker property and damages from the Weemses based on the impossibility of the Weemses' performance of any obligations owed to Celebration Church.

NINTH AFFIRMATIVE DEFENSE
(Set-Off)

To the extent Celebration Church has sufficiently alleged and is able to establish an entitlement to any damages in this action, the Weemses are entitled to a set-off for any and all amounts they are awarded as damages for the claims alleged in the Counterclaim set forth below, which is incorporated herein by reference.

PRAYER FOR RELIEF

WHEREFORE, the Weemses respectfully request that this Honorable Court enter an order dismissing or transferring this action for lack of subject matter jurisdiction, dismissing Celebration Church's Complaint for Eviction and Damages, for failure to state a cause of action, enter a judgment in favor of the Weemses, award the Weemses their attorneys' fees and costs, and grant any such other relief that it deems fair and just.

COUNTERCLAIM

Counter-Plaintiffs, Charles Stovall Weems, IV (“Pastor Weems”), Kerri Weems (“K. Weems”), and Celebration Global, Inc. (“Celebration Global”), sue Counter-Defendants, Celebration Church of Jacksonville, Inc. (“Celebration Church”), Tim Timberlake (“Timberlake”), Wayland Wiseman (“Wiseman”), Lisa Stewart (“Stewart”), Kevin Cormier (“Cormier”), Marcus Rowe (“Rowe”), Angela Cannon (“Cannon”), Jacob William (“William”), and Lee Wedekind, III (“Wedekind”), and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for declaratory and equitable relief and damages in excess of \$50,000.00, exclusive of interest, costs, and attorneys’ fees.
2. Counter-Plaintiff, Pastor Weems, is an individual who lives, works, and serves his community in Duval County, Florida.
3. Counter-Plaintiff, K. Weems, is an individual who lives, works, and serves her community in Duval County, Florida.
4. Counter-Plaintiff, Celebration Global, is a Florida not for profit corporation with its principal place of business located at 2627 Belfort Road, Jacksonville, Florida 32216.
5. Counter-Defendant, Celebration Church, is a Florida not for profit corporation with its principal place of business at 9555 R.G. Skinner Parkway, Jacksonville, Florida 32256.

6. Counter-Defendant, Timberlake, is an individual residing in Duval County, Florida.

7. Counter-Defendant, Stewart, is an individual residing in Duval County, Florida.

8. Counter-Defendant, Wiseman, is an individual residing in Duval County, Florida.

9. Counter-Defendant, Cormier, is an individual residing in Duval County, Florida.

10. Counter-Defendant, Rowe, is an individual residing in Duval County, Florida

11. Counter-Defendant, Cannon, is an individual residing in Orange County, Florida.

12. Counter-Defendant, William, is an individual residing in Palm Beach County, Florida.

13. Counter-Defendant, Wedekind, is an individual residing in Duval County, Florida.

14. Defendants, directly and/or through employees, agents, authorized representatives, co-conspirators, and/or other persons, entities, and/or representatives acting under their management, direction, and/or control, engaged in numerous contacts in and with the state of Florida associated with the misconduct upon which

this action is based and caused Counter-Plaintiffs damages suffered in Duval County, Florida.

15. Venue is proper in Duval County, Florida pursuant to Chapter 47, Florida Statutes, because Celebration Church's principal place of business is in Duval County, Florida, one or more individual Defendants reside in Duval County, Florida, the causes of action alleged herein accrued in Duval County, Florida, and the real property at issue is located in Duval County, Florida.

16. Based on the facts alleged throughout this Counterclaim, this Court has personal jurisdiction over each of the Counter-Defendants under section 48.193, *Florida Statutes*, because they each personally or directly, in concert with one another, and/or through an employee, agent, co-conspirator, and/or other person or entity acting under their management, direction, and/or control, engaged in one or more of the following acts:

- A. breaching agreements, the performance of which was to occur in the state of Florida, causing damages in the state of Florida;
- B. committing tortious acts within the state of Florida;
- C. committing intentional torts expressly aimed at Florida, effects of which were suffered in Florida;
- D. operating, conducting, engaging in, or carrying on a business or business venture within the state of Florida, or having an office in Florida;
- E. engaging in substantial and not isolated activity within the state of Florida; and/or
- F. engaging in a conspiracy to commit tortious acts against Plaintiffs within the state of Florida and engaging in overt

acts in furtherance of that conspiracy within the state of Florida.

17. Based on the facts alleged throughout this Counterclaim, sufficient minimum contacts exist between each Counter-Defendant and the state of Florida to satisfy Due Process under the United States Constitution because Counter-Defendants: (1) engaged in substantial and not isolated activity within and directed at the state of Florida; (2) reside, maintain an office, and/or conducted business through agents located in the state of Florida; and/or (3) committed or conspired to commit intentional torts expressly aimed at Florida, the effects and harms of which were calculated to and did cause injury within the state of Florida. Accordingly, each of the Counter-Defendants could and should have reasonably anticipated being sued in the state of Florida for the claims alleged herein.

18. At all times material to this action, Counter-Defendants were the agents, licensees, employees, partners, joint-venturers, co-conspirators, masters, and/or employers of one another, and each of them acted within the course and scope of that agency, license, partnership, employment, conspiracy, ownership, or joint venture relationship with one another. At all times material to this action, each Counter-Defendant's acts, failures to act, and misconduct alleged herein were known to, authorized, approved, and/or ratified by the other Counter-Defendants; and such acts, omissions, and misconduct were engaged in by the Counter-Defendants in concert or active participation with one another or to aid or abet one another.

19. Counter-Defendants' actions, failures to act, and misconduct alleged herein produced and/or substantially contributed to producing the damages, injuries and harms Counter-Plaintiffs suffered, for which they seek recovery and redress through this action; which injuries and harms occurred in the state of Florida and the greatest effects of which were suffered within the state of Florida.

20. All conditions precedent to the filing and maintenance of this action have occurred, have been performed, and/or have been waived.

COMMON FACTUAL ALLEGATIONS TO ALL COUNTS

21. Pastor Weems and K. Weems founded Celebration Church in 1998 and devoted over 23 years of their lives to their church, its congregation, and its missions.

22. Initially, Celebration Church was comprised of a single site in Jacksonville, Florida, but through years of dedication and sacrifice Pastor Weems and K. Weems grew that single site into a global, multi-site, non-denominational church with nearly 20,000 members.

23. Pastor Weems served as Celebration Church's Senior Pastor, CEO, and President from its inception until Counter-Defendants' actions forced him to resign and separate himself and his family from the church on April 15, 2022.

24. As Senior Pastor, Pastor Weems's responsibilities included: (1) complete plenary authority, control, and responsibility for directing missions and spiritual activities of the church; (2) serving as President and Chief Executive Officer of the church and having authority to direct all of its day-to-day operations, including

establishing budgets, raising funds, and directing monies; and (3) acting as Chairman of the Board.

25. Celebration Church's Board of Trustees was responsible for management and oversight of its corporate matters and financial resources, and they were nominated exclusively by the Senior Pastor for one calendar-year terms.

26. In addition to the Trustees, a group of individuals served as Celebration Church's "Overseers," who provided apostolic oversight to the Senior Pastor and were charged with protecting the Church through counsel, prayer, and if required, the investigation and discipline of the Senior Pastor. The Overseers are nominated by the Senior Pastor and must be confirmed by the Board of Trustees.

27. In the fall of 2019, after leading Celebration Church for two decades, Pastor Weems and K. Weems began working toward transitioning Pastor Weems from Celebration Church's Senior Pastor to a Founding Pastor role in which he would be able to spend much more of his time and energy on missions and less on the church's day-to-day operations, while also continuing to have an ongoing relationship with the congregation he founded and pastored.

28. As part of that process, The Church Lawyers (Middlebrook & Goodspeed) consulted on the transition and Pastor Weems's Founding Pastor role, including the memorialization of agreed upon terms and conditions of a Founding Pastor agreement, retirement package for Paster Weems and K. Weems, a parsonage, and

continued and ongoing financial support for Celebration Church's missions in which Pastor Weems was involved.

29. Celebration Church's Board of Trustees and Overseers were fully aware of, approved, and agreed on behalf of Celebration Church to the terms, conditions, and agreements associated with Pastor Weems's transition to Founding Pastor, the Weemses' retirement package, the parsonage, and commitment to provide financial support for the missions with which Pastor Weems would be involved.

30. Attendant his transition to Founding Pastor, Pastor Weems identified Timberlake as a potential eventual successor to the Senior Pastor position.

31. As part of the transition plan, Timberlake initially would serve as lead pastor at Celebration Church's Jacksonville campus while Pastor Weems retained legal control and authority as the Senior Pastor, President, CEO, and Chairman of the Board as he coached Timberlake through his development plan and observed his performance, and simultaneously worked with the church (through Stewart and the Board of Trustees) to memorialize the agreed upon terms of Pastor Weems' transition to Founding Pastor.

32. On December 11, 2019, Celebration Church's Compensation Committee (including David Branker, John Siebling, Dino Rizzo, Jimmy Evans, and Jonathan MacArthur) met, acknowledged Pastor Weems' hard work and dedication to the church, and approved the following:

- Pastor Weems' current base compensation;

- a \$150,000.00 year-end bonus for Pastor Weems;
- Celebration Church's expenditure of \$1.3 million to acquire a parsonage for the Weemses;
- a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family; and
- Celebration Church's payment of \$100,000 per year to Pastor Weems until age 65.

33. The terms outlined above were memorialized in a *Compensation Resolution* that was fully executed and also approved by the Board of Trustees, an unexecuted copy of which is attached hereto as **Exhibit A**

34. On December 20, 2019, Celebration Church entered into a *Parsonage Use License Agreement* with Pastor Weems and K. Weems, effective as of January 10, 2020, a true and authentic copy of which is attached hereto as **Exhibit B**; which continued until the Weemses voluntarily terminated the agreement or abandoned the parsonage, or in the event of death of both Pastor Weems and K. Weems.

35. Based on the agreement memorialized in the *Compensation Resolution* and rights that accrued to Pastor Weems and K. Weems by virtue of the benefits Celebration Church agreed to provide, the Weemses sold the home they owned located on Hunterson Lane in Jacksonville, Florida. This sale occurred so quickly that the Weemses and Celebration Church agreed that the church would acquire a spec home located down the street from the Hunterson Lane property as the Weemses' *temporary parsonage*.

36. The Weemses never would have sold their home on Hunterson Lane if Celebration Church had not already agreed to provide the benefits Outlined in the Compensation Resolution, including a parsonage in which they could reside until they abandoned it or both of them passed away.

37. As a result of the COVID pandemic and lockdowns, Celebration Church was limited to video services until September 2020. During this difficult time, Pastor Weems and K. Weems were instrumental in helping the church navigate through the financial difficulties caused by COVID and lockdowns and other operational problems created by certain Executive Leadership under the control of Stewart (Pastor Weems and K. Weems were “Senior Leadership,” not “Executive Leadership”).

38. When in-person services finally resumed, Timberlake started leading Sunday morning services at Celebration Church’s Jacksonville campus and Pastor Weems focused on mission work, reaching more of the church’s members across the country and world through video, refining the organization of the church and its missions and related organizations, and working with Middlebrook & Goodspeed to memorialize Celebration Church’s agreements concerning Pastor Weems’ transition to Founding Pastor.

39. Pastor Weems and K. Weems were also working with church leadership and consultants to address problems in the church’s organizational structure, which had lagged behind the church’s significant growth.

40. In 2018 (well-before Cormier would be nominated and confirmed as a Trustee), he and Celebration Church entered into a collaboration whereby construction-type entities owned by him were hired by the church to perform land and housing improvements and management services at Honey Lake Farms, Inc. (“Honey Lake Farms”) and Honey Lake Clinic, Inc. (“Honey Lake Clinic”).

41. Honey Lake Farms (formerly, Celebration Care Ministries) and Honey Lake Clinic are legally separate, 501(c)(3) non-profits that were founded and *initially* funded by the church and related through common mission.

42. In her role as CFO of Celebration Church at that time, Stewart also served as CFO of Honey Lake Farms and Honey Lake Clinic.

43. In 2020, Cormier represented to Pastor Weems his intention to donate \$1 million of in-kind construction-type services to the church’s mission at Honey Lake Farms.

44. Throughout 2020 and 2021, construction work and land management services were performed at Honey Lake Farms by Cormier’s companies.

45. Pastor Weems was led to believe that Cormier’s work was part of his \$1 million pledge to the church’s mission at Honey Lake Farms.

46. Pastor Weems was also led to believe that Stewart was properly accounting for Cormier’s pledged donation and responsibly managing the church’s finances in accordance with her fiduciary duties.

47. At the end of their terms in 2020, three of Celebration Church's five trustees chose not to seek re-nomination to their positions.

48. In January 2021, Pastor Weems appointed two new trustees, Cormier and Rowe. In February 2021, Fitzhugh Powell ("Powell") sought re-nomination to his trustee position. And in the Spring of 2021, Pastor Weems nominated Cannon and William as trustees.

49. Stewart left her position as Church CFO in January 2021 and transitioned to work solely for Honey Lake Clinic as its CEO.

50. During her time working as CFO for Celebration Church and Honey Lake Clinic, Stewart gave false financial reports to Pastor Weems, which misrepresented balances in the church's accounts and engaged in other misconduct.

51. For example, in 2020 Stewart refused to separate the AWKNG mission organization as a separate 501(c)(3) entity distinct from the church and concealed her insubordination to Pastor Weems's and the Board of Trustees' directives to separate the funds designated for the AWKNG organization into a separate account from that of the church. By doing this, she was able to hide her financial and operational mismanagement and retain control of funds to create inaccurate and misleading reports in which Stewart materially misrepresented the church's unrestricted cash as \$2.2 million more than it actually was.

52. Stewart also provided Cormier with unrestricted access to Honey Lake Farms' bank accounts and failed to supervise his activities. Pastor Weems had no

access to view these accounts, and Cormier used the account to reimburse his companies for expenses without any oversight or accountability by Stewart.

53. Stewart's financial and operational mismanagement of Honey Lake Clinic and its agreements with the church caused substantial harm and hundreds of thousands of dollars in financial damages to both the church and Honey Lake Farms, and her insubordination and intentional misrepresentations led Pastor Weems to believe the church's finances were materially different than they actually were when he made important financial decisions based on the information Stewart was providing.

54. Around the time that Tojy Thomas was installed to replace Stewart as Celebration Church CFO, Celebration Church began receiving an influx of billing invoices from Cormier's entities, eventually totaling approximately \$700,000.

55. Thomas became concerned with such large invoices coming in so frequently and brought them to Pastor Weems's attention. The invoices had vague descriptions of the work performed and included requests for significant payments for work on Cormier's personal property.

56. Pastor Weems eventually discovered that Cormier was overbilling or improperly billing Celebration Church for enormous sums of money for alleged services at Honey Lake Farms. For example, Cormier's for-profit company was charging the church money to rent the church's own lodge for a church-related event.

57. Pastor Weems also discovered that Cormier was charging the church rent for its use of a residential house (“Monticello”) and simultaneously and inappropriately charging the church \$137,871 for renovation expenses to that same property. The church should not have been funding renovations to a property Cormier owned.

58. Pastor Weems further discovered that Cormier invoiced the church \$18,000 per month for the church’s use of another residence individually owned by him (“Keaton Beach”) for a time period when that property was still under renovation and therefore not inhabitable.

59. Pastor Weems also learned that Stewart knew that Cormier had not donated any of the \$1 million in work that he pledged and that the work for which he was billing the church was actually supposed to be “donated” (*i.e.*, free).

60. Stewart also allowed payments to be issued to Cormier’s entities knowing that no agreements were in place to support them and that no authorization or approvals were obtained for the work allegedly performed.

61. Moreover, Cormier stopped submitting any substantiation for his invoices, but continued to get payments.

62. Importantly, when Pastor Weems discovered Cormier’s improper billing practices, he directed Tojy Thomas to stop the payments and require Cormier to submit purchase orders, agreements, and proof of services rendered to justify the

requested payments. Cormier did not produce the substantiation requested but continued to bill.

63. In February 2021, the Weemses purchased the property located at 16073 Shellcracker Road (the “Shellcracker property”) as a potential retirement home. Although the Shellcracker property needed work, its locale was appropriate as Pastor Weems moved to his Founding Pastor status and would become primarily involved with missions.

64. In April 2021, Pastor Weems confronted Cormier about his above-described misconduct. Cormier admitted that he reneged on his pledge to donate \$1 million of in-kind services and sought to remedy the situation by “donating” the work he claimed to have performed but for which he had not yet been paid, along with the house that the church had been renting from him.

65. Although Cormier appeared contrite, behind the scenes he was taking steps to oust Pastor Weems and K. Weems from the church they built and soon began feeding the other Trustees, church staff, and senior church members lies and misinformation falsely accusing Pastor Weems of improperly manipulating and misdirecting Celebration Church’s finances and other unspecified and vague wrongful conduct.

66. Meanwhile, unaware of the festering plot against them, Pastor Weems and K. Weems continued working tirelessly to bring stability, structure, consistency,

and clarity to Celebration Church's staff, congregation, and organization, and to greatly improve the church's financial position.

67. After retaining and working with outside accountants to clean up the mess former CFOs Stewart and Thomas left, Celebration Church's Executive Pastor and newly appointed Treasurer, Wiseman, prepared a *2021 Celebration Report*, which was presented to the Board of Trustees at their June 3, 2021 meeting. This *2021 Celebration Report* details Celebration Church's organizational and missional developments and "financial wins," and repeatedly recognizes Pastor Weems and K. Weems for their efforts to improve the church:

CELEBRATION ORGANIZATIONAL DEVELOPMENT

2020 was a challenging year for many, especially churches. Despite the challenges we faced, Celebration has made many strides as an organization to bring stability, structure, consistency, and clarity to our staff and congregation.

At the request of our Senior Pastors, we contracted a consultant firm to conduct a full organizational evaluation. They evaluated our operating model, our organizational structure, and our workplace environment. Through this process we identified 6 areas Celebration needed to change to go to the level God was calling it to.

WHAT WE DID

As the Senior Pastors, the Weems took full responsibility for the results discovered by the evaluation. Under the direction of Ps. Kerri Weems a plan was put in place to immediately address these areas.

1. Leadership Challenges: We developed a new Org Chart and Identified top and middle management as “Directors”. We put a development plan together specifically for that group of leaders to teach them how to lead at a new level within our new structure.

2. Poor Communication: We developed a new Org Chart which makes the chain of command clear. We made it available to all staff 24/7/365. We developed a Communication Division within the new structure.

3. Limited Planning and Forecasting – We developed a new Org Chart that clearly shows who is responsible for what from central to city to a specific location. We put in place a decision-making team of the Executive Directors who are the highest leaders of each Division. We are currently building a process for strategy planning which includes but is not limited to the use of Project Management software, 4th qtr. planning for the upcoming year, quarterly strategy meetings to evaluate current year and adjust.

4. Lack of Emphasis on Professional Development: We created all new Job Descriptions and Role Responsibility based on the new Org Chart. We are implementing an Evaluation process based on performance and potential to help us identify and develop deficiency, identify leadership potential, and reward performance.

5. Ineffective Governance: We developed a new Org Chart and divided the work of the church into 5 Divisions and organized the work underneath. We created a Standard Operating Procedure or SOP Template, and we began to document all activities we intend to repeat with consistency. We reviewed and updated current policies and created a centralized staff intranet using Microsoft 365 where all critical staff content can be accessed.

6. Lack of Performance Focus – We developed a clear Org Chart organized around the work to be done. We put in place clear Job Descriptions and an employee evaluation process. We identified middle management and we are emphasizing accountability across the organization. We are making a conscious effort to tie the corporate work the staff does to the spiritual mission of the church.

MISSIONAL DEVELOPMENTS

Under the direction of Pastor Stovall Weems and out of a desire to unburden the church, we isolated the enterprise activities as well as activities we have traditionally considered Missional work. We set up AWKNG as separate non-profit entity and placed within the programs and ministries that were previously operated by and funded by the church. Separation from Celebration Church has and will allow AWKNG to grow and partner with other churches and ministries. It has also allowed the Church to significantly cut payroll and expenses.

As a missional partner, Celebration Church now sends its missional dollars to AWKNG who then provide resources all over the world.

FINANCIAL WINS

Combining Pastor Stovall Weems' desire to unburden the church along with the effects of the Pandemic, we made several financial moves that resulted in reducing debt and expenses by \$38.3 million. These included a reduction in operating costs, reduction in debt and turning down additional debt.



8.6 MILLION

OPERATIONAL COSTS

- \$7.6 million reduction in payroll due to offboarding and re-assigning to AWKNG.
- \$1 million budget cut to operations, ministry, and outreach.



7.6 MILLION

DEBT REDUCTION

- \$4 million Metro Church building loan paid off from sale of the building.
- \$3.6 million WIF loan converted from Celebration Church to Honey Lake Farms.



12.1 MILLION

DEBT LIABILITY REDUCTION

- \$10.5m co-signed loan converted from Celebration Church to Honey Lake Clinic
- \$1.6 million co-signed loan converted from Celebration Church to Honey Lake Farms.



10 MILLION

FUTURE DEBT LIABILITY REDUCTIONS

- \$10m co-signed loan cancelled. for real estate purchase.

REPORT 2021

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68. The 2021 *Celebration Report* also included a section about the church's future:

THE FUTURE

The Weems brought in Pastor Tim Timberlake in November of 2019 to serve as the Lead Pastor of Celebration Church and to start the process of transitioning out of the day-to-day operations of the church. In the last 18 months, several intentional steps have been taken in addition to those in this report all to strengthen the Spiritual and Corporate wellbeing of Celebration Church for the future.



Pastor Stovall Weems' goal of unburdening the church and making Celebration Church clean and simple is now a reality. Thanks to both Pastors Stovall and Kerri Weems, the right people and systems are now in place for Celebration Church to enjoy years of Spiritual and Corporate health and growth under the leadership of Pastor Tim Timberlake.

69. Pastor Weems and K. Weems believed everything was moving forward as planned with the transition to Pastor Weems's role as Founding Pastor and the church's related agreements concerning the Weemses' retirement packages, funding for Celebration Global, and the parsonage.

70. In May 2021, having been unable to locate a permanent property to replace the temporary parsonage in which they were residing on Hunterson Lane, the Weemses proposed and Celebration Church agreed that the Shellcracker property would be the Weemses' permanent parsonage and it was sold to the Church for that

purpose—following which Celebration Church agreed to and did treat the Shellcracker property as the Weemses' parsonage under the *Parsonage Use License Agreement*.

71. The Board of Trustees was aware of and approved the Shellcracker property becoming the parsonage and being subject to the *Parsonage Use License Agreement*.

72. The Board of Trustees also represented that they were working with Middlebrook & Goodspeed on finalizing written documents (such as a *Founding Pastor Emeritus Operating Agreement*) memorializing the terms that Celebration Church already verbally agreed upon and approved concerning Pastor Weems' transition to Founding Pastor, the Weemses' retirement compensation, the Shellcracker property, and the funding of the missions with which Pastor Weems is involved, including the payment of 10% of Celebration Church's annual revenue to Celebration Global.

73. Pastor Weems engaged the Holland & Knight law firm to assist with the documents memorializing the terms of the agreements Celebration Church's Board of Trustees had already approved and was supposed to be implementing.

74. Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, and William all were aware of the agreements Celebration Church made and approved concerning Pastor Weems' transition to Founding Pastor, the Weemses' retirement compensation, the Shellcracker property, and the funding provided to Celebration Global for the missions with which Pastor Weems is involved.

75. However, unbeknownst to Pastor Weems, Cormier, Rowe, Cannon, and William had already decided to oust Pastor Weems and interfere with Celebration Church's agreements with and obligations to the Weemses, and enlisted Timberlake and Wiseman to help facilitate and carry out their coup.

76. Unaware of the clandestine plot against him, Pastor Weems discovered another instance of Cormier attempting to defraud the church and eventually learned about Cormier's false claims to senior church members, other Trustees, and the Overseers about Pastor Weems.

77. Pastor Weems decided the best course of action was to allow Cormier's one year term as a Trustee to expire and not re-new it. He also consulted with Wiseman and Rowe (among others) about the best way to sever the church's relationship with Cormier.

78. Wiseman and Rowe never told Pastor Weems about the ongoing plot to oust the Weemses from the church and interfere with Celebration Church's agreements and obligations owed to the Weemses.

79. Heading into a December 2021 Board of Trustees meeting, the Weemses were completely in the dark about the plot against them and believed the Board of Trustees was set to give final approval the written documents memorializing Celebration Church's existing agreements with the Weemses.

80. However, the Trustees abruptly changed course at the December 8, 2021 meeting, producing a draft *Founding Pastor Emeritus Agreement* with substantially

different terms than those that had already been agreed upon by Celebration Church (most notably, termination provisions that would allow the Trustees to deny the Weemses the rights and benefits Celebration Church had already agreed to provide). The Board of Trustees also slashed the already agreed upon funding promised by Celebration Church to Celebration Global to provide 10% of its annual revenues by fifty percent (amounting to a reduction of approximately \$24 million over the 15-year term of the already promised funding).

81. This drastic reduction in mission funding all but assured the failure of the mission organizations, which the Weemses personally invested in and funded in reliance upon Celebration Church's representations and agreements to provide ongoing funding for their operations.

82. Around this time, Timberlake was also relentlessly contacting pastors, missional partners, strategic partners, leaders of church networks, and donors; telling them that Pastor Weems was about to be investigated for financial misconduct and would be removed as Senior Pastor, leaving Timberlake in control of the church. Timberlake even had some church pastors and leaders watch a video of a past church service of laying on of hands and told them it showed he now had the authority in the church and that they should deal solely with him since Pastor Weems would be ousted with no possibility of return. Timberlake also sent the video to executives of Wesleyan Investment Foundation (the church's lender) to try to convince them that Pastor Weems could be engaged in some type of financial mismanagement and that Timberlake had the authority to make financial decisions for the church.

83. Timberlake also continued to call Pastor Weems' key relationships while colluding with Cormier to slander Pastor Weems to convince others to support the coup or allow it to happen.

84. Timberlake portrayed himself as a victim caught in the middle of this unstoppable take over by the trustees and even convinced Pastor Weems' long time pastor and friend Dino Rizzo and the Association of Churches (ARC) leadership to stand by and let the coup happen.

85. Timberlake made it clear that he would take Pastor Weems' place at the Association of Related Churches and be faithful to the ARC vision as long as it kept silent when the Weemses were ousted and cut off with no severance, slandered, and shamed.

86. Timberlake's goal was to help ruin the Weemses' reputations, specifically in the ministry world, so they could never be in ministry or make a living again and have no possible way of ever being part of the church they founded again.

87. Cormier's and Timberlake's collusion and actions caused losses of committed funding and agreements to Celebration Global of at least \$30 million dollars over a 15-year period, while they both benefited personally and considerably from the Weemses' demise.

88. On December 31, 2021, Pastor Weems emailed Cormier to inform him that his one-year term as a Trustee had concluded and that a new Trustee would be appointed to fill his vacated position.

89. On January 4, 2022, Cormier responded by providing “notice” that he, Powell, and Rowe were “bringing a full investigation” on unspecified allegations and “will be asking our board to review the possibility of asking Stovall Weems to step down as our current Chairman and Senior Pastor role.” Cormier further claimed that “[b]ased on our bylaws the removal of board members during this investigation must be put on hold...”

90. Pastor Weems responded later that evening, informing Cormier that he could not initiate such an investigation under Celebration Church’s Bylaws and advising him of the proper procedures to follow. Now aware of Cormier’s continued inappropriate and fraudulent misconduct directed at Celebration Church, Pastor Weems also dismissed Cormier from the Board of Trustees and advised that he would ask the Board of Trustees to investigate Cormier’s actions over the past year.

91. Unfortunately, the plot spearheaded by Cormier with Stewart’s assistance and driven by Cormier’s and Timberlake’s false statements about Pastor Weems had already taken hold.

92. Cormier and the other Trustees ignored the church’s Bylaws and followed Cormier’s lead as he took control over the decision-making process even though they were fully aware that Pastor Weems had not engaged in any misconduct but had (as detailed in the *2021 Celebration Report*, numerous meeting minutes, and other documentation) spearheaded efforts to fix the prior organizational and financial problems the church experienced. Nevertheless, they all agreed with and actively

participated in or failed to do anything to prevent Cormier's seditious plot to banish Pastor Weems.

93. Timberlake and Wiseman went along with and facilitated the plot and allowed it to be carried out despite having the ability to stop it by telling the truth because they were solely concerned with their own self-interests.

94. On January 7, 2022, now aware of Rowe's involvement in the plot to remove him for unspecified reasons, Pastor Weems sent an email dismissing Rowe as a Trustee based on Cormier's statements about Rowe's involvement and an admission made by Timberlake about which Trustees were involved in the insurrection.

95. On January 7, 2022, almost immediately after dismissing Rowe, Pastor Weems received a letter (dated January 6) from Rowe and Powell claiming that he was under discipline, was not in good standing, and was suspended as the church's Senior Pastor as a result of "possible improper financial practices and/or failure to fulfill duties and responsibilities as Senior Pastor."

96. Pastor Weems was almost immediately contacted by Wedekind on January 8, 2022, and informed that he was banned from Celebration Church while he supposedly was "investigated," barred from church property under threat of criminal prosecution and instructed to cease all contact with everyone associated with Celebration Church.

97. Pastor Weems's suspension was wholly improper and violative of multiple Celebration Church Bylaws. Aware that their actions were improper and that

they had no right or power to dismiss Pastor Weems without an investigation by the Overseers, the Trustees with Wedekind's guidance unlawfully conspired to amend the Celebration Church Bylaws to give themselves absolute, unchecked power to unlawfully oust Pastor Weems from the church and tapped Wedekind to conduct the sham "investigation" of Pastor Weems; during which the Trustees, Timberlake, Wiseman, and others worked closely with Wedekind to ensure that the supposed "investigation" would end in the predetermined outcome necessary to complete the coup.

98. Well-before the supposed "investigation" commenced, the Trustees and their co-conspirators had already decided that Pastor Weems would be ousted as Senior Pastor, President, CEO and Chairman, and would do whatever had to be done to prevent the Weemses from receiving the benefits Celebration Church had already agreed to provide.

99. Although K. Weems was not the subject of the investigation (nor could she be, because she had not been employed by the church since April 2021), the Counter-Defendants gave her the same treatment as Pastor Weems, effectively banning her from Celebration Church.

100. Worse, they abruptly terminated her access to her email and cloud storage without prior notice—and when she asked to retrieve her personal financial, medical, and intellectual property, the church ignored her requests.

101. Then, on January 26, 2022, Wedekind, ostensibly with Trustee and Celebration Church approval, denied K. Weems's request for her personal property and instructed K. Weems (among other things) not to communicate directly with any church employees and to:

1. Preserve, protect, and maintain (and do not alter, amend, modify, delete, or destroy) all documents relating to church business, including all documents that relate in any way to any financial transactions or business relationships directly or indirectly related to Celebration Church. This includes any emails, text messages, or any other communications relating to church business. We will coordinate the collection of any electronic devices you used to carry out church business for forensic examination.
2. Do not contact or attempt to communicate in any way with any church executives, staff, employees, volunteers, or trustees. Please direct all communications to my attention. If you have retained a law firm to represent you, please forward this letter to your law firm with a request that the law firm contact me.
3. Do not attempt to access any church property or systems, except that you may continue residing in the parsonage during the pendency of the investigation.
4. Do not disclose the existence or nature of this investigation to any other person except your immediate family members and your attorneys or advisors. This investigation is intended to be confidential to minimize disruption and reputational harm to all involved parties.
5. Cooperate fully with the investigation.

102. The “suspension” of Pastor Weems was manufactured and wholly *ultra vires*. The ensuing “investigation” was a sham used to complete the Trustees’ coup and permanently banish Pastor Weems and K. Weems from their church.

103. According to the “report” Wedekind eventually prepared, the investigation supposedly included “an extensive analysis of thousands of pages of documents and more than 20 interviews with current and former senior leadership team members, staff members, former Trustees, and other advisors and consultants,” and “[e]ach interview was conducted with witnesses who had direct, first-hand knowledge of the events discussed,” but not a single interviewee has been identified.

104. However, it is evident from the content of the “report” of this supposed “investigation” that the primary sources of information are a handful of people known to be biased against the Weemses, including at least one former Church employee with a well-known history of animosity toward them and another who illegally accessed K. Weems’ personal information, as well as other individuals with axes to grind or who witnessed private situations and conversations inside the Weemses’ home who were subject to non-disclosure agreements.

105. The “investigation” also supposedly included the review of “thousands of pages of documents,” but none of them are identified because the reality is that there are numerous readily available documents that directly refute the false accusations about the Weemses and are intentionally omitted from the “report” because they disproving the false accusations needed to support the coup.

106. Coming to the truth was never the point of the “investigation.” Rather, its goal was pre-determined to result in findings that aligned with the goal of destroying Pastor Weems and K. Weems so the Trustees led by Cormier could seize control of the Church and deny the Weemses’ the rights and benefits which the church had already agreed to provide them.

107. During the investigation, the Weemses were essentially made pariahs, unable to defend themselves and isolated from the church, friends, church members, and professional colleagues and contacts, most of whom they were prohibited from

contacting and had been told the Weemses were suspended and “under investigation” for some unspecified reason.

108. As time dragged on with no imminent resolution of this incredibly damaging situation in sight, the Weemses decided to take action and filed suit on February 23, 2022 to try to obtain temporary injunctive relief to protect their rights and force the resolution of the sham investigation.

109. On March 3, 2022, the church responded by filing a Motion to Dismiss, signed by Wedekind, which lobbed unsubstantiated, unnecessary personal attacks that were completely irrelevant to the legal arguments it raised. The motion also explained how the Trustees had, on January 13, 2022, amended the church’s Bylaws resulting in the Board “currently acting as the highest ecclesiastical authority in the church...”

110. Realizing the lengths to which the Trustees were willing to go to maintain control over the church and their clear intentions (as communicated through the unsubstantiated, unnecessary personal attacks in the motion to dismiss) to wage an all-out war, Pastor Weems came to the difficult realization that he could no longer be a part of Celebration Church and needed to try to protect his family from any further attacks by resigning and completely separating from Celebration Church.

111. Thus, on April 15, 2022, Pastor Weems tendered his resignation as Senior Pastor, President, Chief Executive Officer, Chairman and member of the Board of Trustees, and registered agent.

112. Unsatisfied with Pastor Weems's resignation, and likely fearful that members of Celebration Church's congregation would follow Pastor Weems once he began ministering elsewhere and working with other churches, the Trustees conspired with Wedekind to create and publicly disseminate a false and defamatory narrative and statements about Pastor Weems and K. Weems, along with private and confidential information about K. Weems, to try to destroy their reputations, humiliate them, and prevent Pastor Weems from continuing his ministry anywhere.

113. Not long thereafter, Celebration Church filed this lawsuit seeking to "evict" the Weemses from the parsonage (the Shellcracker property), contrary to and in material breach of Celebration Church's agreements with the Weemses.

114. Based on the agreements and promises made by Celebration Church as outlined above, the Weemses stopped drawing a salary from the church, removed \$6.5 million of payroll from the church's obligations, and invested hundreds of thousands of dollars (almost to the point of insolvency) in Celebration Global and the missions Celebration Church agreed to fund—all while believing the church was supporting them and operating in good faith with respect to its agreements.

COUNT I
(DECLARATORY RELIEF
Pastor Weems And K. Weems vs. Celebration Church)

115. Counter-Plaintiffs re-allege and incorporate Paragraphs 1 through 114, as if fully stated herein.

116. This is an action for declaratory relief under section 86.011, *Florida Statutes*.

117. There is a bona fide dispute between Pastor Weems and K. Weems and Celebration Church concerning the Weemses' rights to occupy and possess the Shellcracker property.

118. As a result, the parties are in doubt as to their rights concerning the Shellcracker property.

119. Celebration Church is claiming an actual, [present, adverse, and antagonistic interest in the Shellcracker property, either in fact and/or legally.

120. Pastor Weems' and K. Weems' rights concerning the Shellcracker property depend on facts or the application of the law to facts which Celebration Church disputes.

121. There is a bona fide, actual, present need for a declaration of Pastor Weems' and K. Weems' rights concerning the Shellcracker property.

122. The declaration sought by Pastor Weems and K. Weems involves a present, ascertained or ascertainable state of facts and presents a controversy as to those facts that the Court must resolve.

WHEREFORE, Counter-Plaintiffs, Pastor Weems and K. Weems, demand a declaratory judgment against Counter-Defendant, Celebration Church, declaring that Pastor Weems and K. Weems have and hold the right to occupy and reside in the Shellcracker property until they abandon it or both of them pass away, as well as an

award of costs associated with this action and such other and further relief as the Court deems just and appropriate to protect the Weemses' rights and interests.

COUNT II
(BREACH OF CONTRACT
Counter-Plaintiffs vs. Celebration Church)

123. Counter-Plaintiffs re-allege and incorporate Paragraphs 1 through 114, as if fully stated herein.

124. This is an action seeking injunctive relief and damages for breach of contract.

125. Celebration Church entered into agreed with Counter-Plaintiffs to:

- acquire a parsonage (the Shellcracker property) for the Weemses to occupy and reside in until they abandon it or both of them pass away;
- pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- pay Pastor Weems \$100,000 per year until age 65; and
- pay Celebration Global 10% of Celebration Church's annual revenues to fund mission operations for 15 years.

126. Counter-Plaintiffs fully performed their obligations or the performance of any obligations they owed to Celebration Church was prevented or rendered impossible by virtue of Celebration Church's or the other Counter-Defendants actions.

127. Celebration Church materially breached its obligations by:

- Failing to honor its agreement concerning the parsonage and attempting to "evict" the Weemses from the Shellcracker property;

- Failing to pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- Failing to pay Pastor Weems \$100,000 per year until age 65; and
- Filing to pay Celebration Global 10% of Celebration Church's annual revenues.

128. As a direct and proximate result of Celebration Church's material breaches, Counter-Plaintiffs have suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendant, Celebration Church, awarding:

- Damages in appropriate amounts to be established at trial;
- Injunctive relief prohibiting Celebration Church from evicting or otherwise removing Pastor Weems and/or K. Weems from the Shellcracker property;
- Costs associated with this action; and
- Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT III
(BREACH OF IMPLIED IN FACT CONTRACT
Counter-Plaintiffs vs. Celebration Church)

129. Counter-Plaintiffs re-allege and incorporate Paragraphs 1 through 114, as if fully stated herein.

130. This is an action seeking injunctive relief and damages for breach of an implied contract and pled in the alternative to Count II, above.

131. Counter-Plaintiffs and Celebration Church entered into an agreement, the existence of which can be inferred in whole or in part from the parties' conduct and actions described above, pursuant to which Celebration Church agreed to:

- acquire a parsonage (the Shellcracker property) for the Weemses to occupy and reside in until they abandon it or both of them pass away;
- pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- pay Pastor Weems \$100,000 per year until age 65; and
- pay Celebration Global 10% of Celebration Church's annual revenues to fund mission operations for 15 years.

132. Counter-Plaintiffs fully performed their obligations or the performance of any obligations owed to Celebration Church was prevented or rendered impossible by virtue of Celebration Church's or the other Counter-Defendants actions.

133. Celebration Church materially breached its obligations by:

- Failing to honor its agreement concerning the parsonage and attempting to "evict" the Weemses from the Shellcracker property;
- Failing to pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- Failing to pay Pastor Weems \$100,000 per year until age 65; and
- Filing to pay Celebration Global 10% of Celebration Church's annual revenues.

134. As a direct and proximate result of Celebration Church's material breaches, Counter-Plaintiffs have suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Injunctive relief prohibiting Celebration Church from evicting or otherwise removing Pastor Weems and/or K. Weems from the Shellcracker property;
- c. Costs associated with this action; and
- d. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT IV
(PROMISSORY ESTOPPEL
Counter-Plaintiffs vs. Celebration Church)

135. Counter-Plaintiffs re-allege and incorporates Paragraphs 1 through 114, as if fully stated herein.

136. This is an action for promissory estoppel and pled in the alternative to Counts II and III, above.

137. Counter-Plaintiffs reasonably relied upon promises made by Celebration Church to:

- acquire a parsonage (the Shellcracker property) for the Weemses to occupy and reside in until they abandon it or both of them pass away;
- pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- pay Pastor Weems \$100,000 per year until age 65; and
- pay Celebration Global 10% of Celebration Church's annual revenues to fund mission operations for 15 years.

138. Celebration Church reasonably should have expected its promises to induce reliance in the form of action or forbearance on the part of Counter-Plaintiffs.

139. Celebration Church's promise did in fact cause Counter-Plaintiffs to detrimentally change their position in reliance on the promises Celebration Church made.

140. Injustice can only be avoided by enforcing the promises against Celebration Church.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Injunctive relief prohibiting Celebration Church from evicting or removing Pastor Weems and/or K. Weems from the Shellcracker property;
- c. Costs associated with this action; and
- d. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT V
(BREACH OF FIDUCIARY DUTY
Counter-Plaintiffs vs. Timberlake)

141. Counter-Plaintiffs re-allege and incorporates Paragraphs 1 through 114, as if fully stated herein.

142. Counter-Plaintiffs and Timberlake shared a relationship whereby Counter-Plaintiffs reposed trust and confidence in Timberlake.

143. Timberlake undertook Counter-Plaintiffs' trust and assumed a duty to advise, counsel, and protect Counter-Plaintiffs and to act in their best interests.

144. Timberlake breached his fiduciary duties to Counter-Plaintiffs.

145. As a direct and proximate result of Timberlake's breach of fiduciary duty, Counter-Plaintiffs suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendant, Timberlake, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and
- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT VI
(BREACH OF FIDUCIARY DUTY
Counter-Plaintiffs vs. Wiseman)

146. Counter-Plaintiffs re-allege and incorporates Paragraphs 1 through 114, as if fully stated herein.

147. Counter-Plaintiffs and Wiseman shared a relationship whereby Counter-Plaintiffs reposed trust and confidence in Wiseman.

148. Wiseman undertook Counter-Plaintiffs' trust and assumed a duty to advise, counsel, and protect Counter-Plaintiffs and to act in their best interests.

149. Wiseman breached his fiduciary duties to Counter-Plaintiffs.

150. As a direct and proximate result of Wiseman's breach of fiduciary duty, Counter-Plaintiffs suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendant, Wiseman, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and
- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT VII
(BREACH OF FIDUCIARY DUTY
Counter-Plaintiffs vs. Stewart)

151. Counter-Plaintiffs re-allege and incorporates Paragraphs 1 through 114, as if fully stated herein.

152. Counter-Plaintiffs and Stewart shared a relationship whereby Counter-Plaintiffs reposed trust and confidence in Stewart.

153. Stewart undertook Counter-Plaintiffs' trust and assumed a duty to advise, counsel, and protect Counter-Plaintiffs and to act in their best interests.

154. Stewart breached her fiduciary duties to Counter-Plaintiffs.

155. As a direct and proximate result of Stewart's breach of fiduciary duty, Counter-Plaintiffs suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendant, Stewart, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and

- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT VIII
(BREACH OF FIDUCIARY DUTY
Counter-Plaintiffs vs. Trustees)

156. Counter-Plaintiffs re-allege and incorporates Paragraphs 1 through 114, as if fully stated herein.

157. Counter-Plaintiffs and the Trustees, Cormier, Rowe, Cannon, and William, shared a relationship whereby Counter-Plaintiffs reposed trust and confidence in the Trustees.

158. The Trustees undertook Counter-Plaintiffs' trust and assumed a duty to advise, counsel, and protect Counter-Plaintiffs and to act in their best interests.

159. The Trustees breached their fiduciary duties to Counter-Plaintiffs.

160. As a direct and proximate result of the Trustees' breach of fiduciary duty, Counter-Plaintiffs suffered damages.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, Cormier, Rowe, Cannon, and William, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and
- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT IX
(TORTIOUS INTERFERENCE
Counter-Plaintiffs vs. Timberlake, Wiseman, Stewart, the Trustees, and
Wedekind)

161. Counter-Plaintiffs re-allege and incorporate Paragraphs 1 through 114 and Counts II through IV, as if fully stated herein.

162. Counter-Plaintiffs had an advantageous relationship and agreements with Celebration Church under which they had the rights:

- for the Weemses to occupy and reside in the Shellcracker property until they abandon it or both of them pass away;
- for Celebration Church to pay for the cost of a house manager to help manage the parsonage and take care of any personal/household needs of Pastor Weems and his family;
- for Celebration Church to pay Pastor Weems \$100,000 per year until age 65; and
- for Celebration Church to pay Celebration Global 10% of Celebration Church's annual revenues to fund mission operations for 15 years.

163. Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, had knowledge of Counter-Plaintiffs' advantageous relationship and agreements with Celebration Church.

164. By engaging in the misconduct outlined above, Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, intentionally and unjustifiably interfered with Counter-Plaintiffs' rights flowing from their relationship and agreements with Celebration Church.

165. As a direct and proximate result of Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, unlawful and tortious interference with rights flowing from their relationship and agreements with Celebration Church, Counter-Plaintiffs suffered damages.

166. Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, acted solely with ulterior purposes and without an honest belief that their actions would benefit Celebration Church.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and
- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT X
(CONSPIRACY
Counter-Plaintiffs vs. Timberlake, Wiseman,
Stewart, the Trustees, and Wedekind)

167. Counter-Plaintiffs re-allege and incorporate Paragraphs 1 through 114 and Count IX, as if fully stated herein.

168. Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, agreed and conspired with one another to tortiously interfere with Counter-Plaintiffs' advantageous relationship and agreements with Celebration Church.

169. In doing so, Counter-Defendants agreed and conspired to do an unlawful act or a lawful act by unlawful means.

170. Counter-Defendants committed overt acts in pursuance and furtherance of their conspiracy.

171. As a direct and proximate result, Counter-Plaintiffs suffered damages in amounts to be proven at trial.

WHEREFORE, Counter-Plaintiffs demand judgment against Counter-Defendants, Timberlake, Wiseman, Stewart, Cormier, Rowe, Cannon, William, and Wedekind, awarding:

- a. Damages in appropriate amounts to be established at trial;
- b. Costs associated with this action; and
- c. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT XI
(UNPAID COMPENSATION
Pastor Weems vs. Celebration Church)

172. Counter-Plaintiff, Pastor Weems, re-alleges and incorporates Paragraphs 1 through 114, as if fully stated herein.

173. This is an action by Pastor Weems against Celebration Church for unpaid compensation.

174. Celebration Church agreed to pay Pastor Weems \$100,000 per year until the age of 65.

175. Celebration Church failed and refused to pay Pastor Weems pursuant to the terms of its agreement.

176. As a direct and proximate result, Pastor Weems has suffered damages.

177. As a result of Celebration Church's failure to pay the compensation due to Pastor Weems, he retained the undersigned attorneys to represent him in this action and is obligated to pay them a reasonable fee for their services. Pursuant to section 448.08, *Florida Statutes*, Pastor Weems is entitled to recover his attorneys' fees and costs from Celebration Church.

WHEREFORE, Counter-Plaintiff, Pastor Weems, demands judgment against Counter-Defendant, Celebration Church, awarding damages in appropriate amounts to be established at trial, attorneys' fees and costs associated with this action; and such other and further relief as the Court deems just and appropriate to protect Counter-Plaintiffs' rights and interests.

DEMAND FOR JURY TRIAL

Defendants/Counter-Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Shane B. Vogt

Shane B. Vogt – FBN 257620

E-mail: svogt@tcb-law.com

David A. Hayes - FBN 096657

E-mail: dhayes@tcb-law.com

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100 North Tampa Street, Suite 1900

Tampa, Florida 33602

Tel: (813) 834-9191

Fax: (813) 443-2193

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 19th day of January, 2023, I caused a true and correct copy of the foregoing to be served via the Florida Court's E-Filing Portal upon the following counsel of record:

Lee D. Wedekind, III
John P. McDermott, Jr.
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Attorneys for Defendants

/s/ Shane B. Vogt
Attorney

Celebration Church of Jacksonville, Inc. v. Weems
Case No.: 16-2022-CC-006371

EXHIBIT A

to Amended Answer & Affirmative Defenses, Counterclaim & Demand for Jury Trial

CELEBRATION CHURCH OF JACKSONVILLE, INC.
a 501(c)(3) Nonprofit Corporation
December 11, 2019

COMPENSATION RESOLUTION FOR PASTOR CHARLES STOVALL WEEMS, IV

WHEREAS, the Compensation Committee (the "Committee") of Celebration Church of Jacksonville, Inc. (the "Church") meets annually to review performance and conduct compensation evaluations for certain executive employees using independent compensation data;

WHEREAS, the Committee, consisting of Pastor Stovall Weems, David Branker, John Siebeling, Dino Rizzo, Jimmy Evans, and Jonathan MacArthur, met on December 11, 2019 and took into consideration the following facts, among others, in making its determination about the reasonableness of the 2020 compensation for Pastor Stovall Weems:

- (1) Compensation levels set by other churches or religious organizations of similar size for employees in similar positions;
- (2) The effect of the considered compensation on the financial stability of the Church;
- (3) The responsibilities and the duties of the position;
- (4) The individual's qualifications for the duties and responsibilities of the position;
- (5) The number of available persons to perform the duties of the position;
- (6) The employee's ability to generate revenue for the Church;
- (7) The working and living conditions connected with the position;
- (8) Future prospects for the individual;
- (9) Prior years' compensation;
- (10) Time and energy the individual dedicates to the Church's activities and programs; and
- (11) Degree of difficulty to replace the employee in question; it is therefore

RESOLVED, that on this 11th day of December, 2019, after considering the above factors, among others, the Committee hereby approves that to acknowledge Pastor Charles Stovall Weems, IV's hard work and dedication to the Church, the Committee hereby approves keeping current base compensation that same and approves a year-end performance bonus for Pastor Charles Stovall Weems, IV ("Pastor Weems") in the net amount of \$150,000.00, to be paid January 2020; and

RESOLVED that the Committee hereby conditionally approves a reduction in Pastor Weems' annual compensation equal to the annual costs of a future note and estimated Church expenses to acquire a parsonage that will be approved by Board of Trustees when that is acquired with the estimated total cost of a parsonage and improvements estimated to be \$1,300,000.00 plus closing costs (for the avoidance of doubt, Pastor Weems will also be able to have a parsonage allowance for his own expenses); and

RESOLVED that the Committee hereby approves a part time or fulltime house manager who will be employed by the Church to help manage the parsonage and maintain the parsonage's value and take care of any personal/household needs of Pastor Weems and his family (pets, vendors, mail, etc.) which will be non-cash compensation that is otherwise also taxable to Pastor Weems; and

RESOLVED that the Committee approves a \$100,000.00 a year deferred compensation for retirement that is protected until age 65;

Deliberations and discussion of these factors were held outside the presence of Pastor Stovall Weems and any family members.

This Resolution may be executed in several counterparts and delivered by facsimile or email, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Dated this 16th day of December 2019.

David Branker

John Siebeling

Dino Rizzo

Jimmy Evans

Jonathan MacArthur

Celebration Church of Jacksonville, Inc. v. Weems
Case No.: 16-2022-CC-006371

EXHIBIT B

to Amended Answer & Affirmative Defenses, Counterclaim & Demand for Jury Trial

PARSONAGE USE LICENSE AGREEMENT

THIS PARSONAGE USE LICENSE AGREEMENT (the "Agreement") is entered into by and between CELEBRATION CHURCH OF JACKSONVILLE, INC (the "Church") and Pastors Stovall and Kerri Weems (the "Weems") relating to the real property owned by the Church that is located at 4504 Hunterston Lane, Jacksonville, FL 32224 , (the "Parsonage").

Pursuant to the Resolution of the Church on December 20, 2019, the Church desires to allow the Weems to a parsonage allowance for their services as ministers of the gospel, and to thereby allow the Weems to reside in the Parsonage pursuant to the Agreement.

1. Agreement Term.

The Agreement Term shall commence and be effective as of January 10, 2020, ("Commencement Date"), and shall expire and terminate as provided herein. There shall be no rent payable or due during the Agreement Term. This Agreement shall continue until any one of the following events of termination occurs:

- A. Voluntary termination by the Weems at any time with 90-day notice to the Church;
- B. Abandonment of the Parsonage by the Weems by moving their permanent residence elsewhere; or
- C. In the event of death of both Stovall and Kerri Weems.

2. Use of the Parsonage.

To ensure the protection of the Church's tax-exemption, the Weems agree that the Parsonage shall be used solely for single-family, parsonage purposes, and not for any "for-profit" business or commercial activity.

3. Maintenance and Repair.

The Weems shall perform regular maintenance – including but not limited to pest control, landscaping and air conditioning maintenance – and take good care of the Parsonage, keeping the same neat, clean, and free from obstructions, normal wear and tear expected. The Church is not responsible for any maintenance or upkeep on the Parsonage, except that the Church may provide for a house manager to serve the Weems to help with personal tasks and maintenance for the upkeep of the home. The Church shall renew the termite bond on the property annually.

4. Alterations and Fixtures.

The Weems shall not, without obtaining the Church's prior written consent, make any substantial alterations or improvements to the Parsonage and curtilage.

5. Utilities and Association Fees.

The utilities will be under the Weems' name and the Weems are responsible for paying all of the utility services for the Parsonage. The Church shall pay association fees.

6. Insurance.

The Church shall provide and pay premiums for all property insurance to insure the Parsonage. The Weems shall pay any reasonable deductibles associated with all claims which may be filed in regard to insurance on the Parsonage. The Weems shall be responsible for any renters' insurance, pet insurance, personal liability insurance or any other insurance the Weems deem advisable to insure their personal property located at or in the Parsonage.

7. Damage by Casualty and Notice of Claims.

The Weems, shall give immediate written notice to the Church of any damage caused to the Parsonage by fire or other casualty and any insurance claims file on policies providing coverage to the Parsonage.

8. Assignment and Subletting.

The Weems shall not assign, mortgage, pledge, encumber or in any manner transfer this Agreement or any estate or interest therein, or sublet the Parsonage or any part thereof, without the prior written consent of the Church, which consent may be withheld for any reason. The Weems agree that they shall be the only permanent residents of the Parsonage; however, this Agreement hereby specifically allows the Weems to accommodate family, personal guests and any required caregivers in the Parsonage at the Weems' discretion as anyone would be authorized to do in their own home. If the Weems wish that another individual not authorized able to permanently reside at the Parsonage, the Weems shall make the request to the Church in writing for written approval by the Church's governing body or its designee.

9. Property Taxes.

The Church shall pay any, if any, real property taxes and assessments which may be charged assessed or imposed on the Parsonage. The Weems agree to promptly (no later than three (3) business days from the date of receipt) deliver to the Church, all tax assessment notices, request for exemption information, lien notices or other notice that the Weems may receive from any taxing authority including the Duval County Appraisal District and Duval county Tax Assessor Collector.

10. Self-Employment.

The parties agree that the Church shall make a reasonable determination of the fair rental value of the Parsonage for each subsequent year if the fair rental value of the Parsonage must be determined on an annual basis in order to comply with applicable Treasury Regulations governing housing allowances to retired ministers. The Weems agree to be solely responsible for reporting and paying, if any, self-employment taxes and related assessments applicable to their residing in the Parsonage.

11. Notices.

All notices or requests provided for herein must be in writing and must be given by (i) depositing the same in the United States mail, addressed to the party to be notified, postpaid, and registered or certified with return receipt requested; (ii) hand-delivery; or (iii) overnight express courier service.

12. Dispute Resolution.

Any controversy, claim, or dispute arising from or related to this Agreement shall be settled by mediation and, if necessary, legally binding arbitration in accordance with the *Rules of Procedure for Christian Conciliation* of the Institute for Christian Conciliation, a division of Peacemaker Ministries (hereinafter referred to as the "Rules"). The complete text of the Rules may currently be obtained by accessing www.HisPeace.org. The parties agree to equally share the costs and expenses incurred as a result of the Institute or Christian Conciliation's mediation and arbitration services, unless otherwise agreed by the parties. Venue for such proceedings shall be exclusively and only in Duval County, Florida. The prevailing party in the any arbitration shall be entitled to recover from the other party, all reasonable attorney's fees, costs and expenses (including expert fees) incurred in such proceeding. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. The parties understand that these methods shall be the sole remedy for any controversy, claim, or dispute arising out of this Agreement and the parties expressly waive their rights to file a lawsuit in any civil court against one another for such controversies, claims, disputes, except to enforce an arbitration decision.

13. Law.

This Agreement and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Florida. If any clause or provision if this Agreement is illegal, invalid or unenforceable under present or future laws effective during the Agreement Term, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

14. Writing Needed to Amend.

The Agreement may not be altered, changed or amended, except by instrument in writing signed by both parties hereto.

15. No Waiver.

One or more waivers of or the failure to enforce any covenant, term or condition of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition or a waiver of the right to enforce such covenant, term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act.

16. Merger.

This Agreement contains the entire agreement of the parties hereto and supersedes all prior oral or written and contemporaneous oral agreements of the parties hereto, their agents, affiliates or employee.

EXECUTED as of the last date noted below,

CELEBRATION CHURCH OF JACKSONVILLE, INC.

DocuSigned by:
Lisa Stewart
92880764111E3479...

Name: Lisa Stewart
Title: Secretary of the Board

CHARLES STOVALL WEEMS IV

DocuSigned by:
Charles S. Weems
48519871064738479...

Printed Name: Charles S. Weems
SSN: [REDACTED]

KERRI V. WEEMS

DocuSigned by:
Kerri V. Weems
48519871064738479...

Printed Name: Kerri V. Weems
SSN: [REDACTED]