

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHARLES S. WEEMS, IV, an individual,
KERRI WEEMS, an individual,
and CELEBRATION
GLOBAL, INC., a Florida not for profit
corporation, HONEY LAKE FARMS,
INC., a Florida not for profit corporation,
NORTHSTREAM MANAGEMENT
GROUP, LLC, a Florida limited liability
company, and WEEMS GROUP, LLC,
a Florida limited liability company,

Case No.:

Plaintiffs,

v.

ASSOCIATION OF RELATED CHURCHES,
a Texas not-for-profit corporation,
CHRIS HODGES, individually,
DINO RIZZO, individually, and
JOHN SEIBELING, individually,

Defendants.

/

COMPLAINT & DEMAND FOR JURY TRIAL

Plaintiffs, Charles Stovall Weems, IV (“Pastor Weems”), Kerri Weems (“K. Weems”), Celebration Global, Inc. (“Celebration Global”), Honey Lake Farms, Inc. (“Honey Lake Farms”), NorthStream Management Group, LLC (“NorthStream”), and Weems Group, LLC (“Weems Group”), sue Defendants, Association of Related Churches (“ARC”), Chris Hodges (“Hodges”), Dino Rizzo (“Rizzo”), and John Seibeling (“Seibeling”), and allege as follows:

OVERVIEW OF THE CASE

1. This case arises out of a continuing unlawful conspiracy masterminded by the Defendants to protect and expand their church growth business interests and endeavors and the substantial income they generate by destroying Plaintiffs and eliminating them as perceived threats and competitors, which included engineering a takeover at Celebration Church of Jacksonville, Inc. (“Celebration Church”) to allow Defendants to effectively gain control over its operations and substantial assets, cover-up numerous criminal and tortious acts committed in the process, and frame the Weemses’s for financial crimes they never committed.

2. Defendants were consumed by greed and the desire to advance their own financial and business interests when they deliberately targeted Pastor Weems and those closest to him because he rejected their unbridled church growth model and was focused on missionary work and developing supporting businesses that Defendants perceived as a significant threat to their economic interests.

3. Using ARC’s significant influence and power as a vehicle to facilitate and conceal their nefarious scheme, Defendants intentionally caused substantial financial and other irreparable harm to the Plaintiffs through a pattern of unlawful and often criminal acts that included extortion, bribery, psychological abuse, wire fraud, and computer crimes which ultimately caused over \$100 million in damages.

4. This action seeks to hold Defendants accountable for their illegal and tortious misconduct and put a stop to the substantial harm their unlawful actions continue to cause.

PARTIES, JURISDICTION, AND VENUE

5. This is an action for damages well in excess of \$75,000.00, exclusive of interest, costs, and attorneys' fees, as well as equitable relief.

6. Plaintiff, Pastor Weems, is a resident and citizen of Duval County, Florida.

7. Plaintiff, K. Weems, is a resident and citizen of Duval County, Florida.

8. Plaintiff, Celebration Global, is a Florida not for profit corporation with its principal place of business located at 2627 Belfort Road, Jacksonville, Florida 32216.

9. Plaintiff, Honey Lake Farms, is a Florida not for profit corporation with its principal place of business located at 2627 Belfort Road, Jacksonville, Florida 32216.

10. Plaintiff, NorthStream, is a Florida limited liability company with its principal place of business located at 2627 Belfort Road, Jacksonville, Florida 32216, whose sole members are Pastor Weems and K. Weems.

11. Plaintiff, Weems Group, is a Florida limited liability company with its principal place of business located at 2627 Belfort Road, Jacksonville, Florida 32216, whose sole members are Pastor Weems and K. Weems.

12. Defendant, ARC, is a Texas not-for-profit corporation with its principal place of business located at 1201 Lee Branch Lane, Birmingham, AL 35242.

13. Defendant, Hodges, is a resident and citizen of Birmingham, Alabama.

14. Defendant, Rizzo, is a resident and citizen of Birmingham, Alabama.

15. Defendant, Seibeling, is a resident and citizen of Memphis, Tennessee.

16. Non-party, Celebration Church, is a Florida not-for-profit corporation with its principal place of business at 9555 R.G. Skinner Parkway, Jacksonville, Florida 32256.

17. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332 because it involves claims between citizens of different states with an amount in controversy that exceeds the sum of \$75,000.00, exclusive of interest and costs.

18. Pursuant to 28 U.S.C. §1391, venue is proper in this District because a substantial part of the events and omissions giving rise to the claims alleged herein occurred in this District.

19. Defendants, directly and/or through employees, agents, authorized representatives, co-conspirators, subsidiaries, affiliates, and/or other persons, entities, and/or representatives acting under their management, direction, supervision, and/or control, engaged in numerous contacts in, with, and/or directed at the state of Florida upon which this action is based.

20. Defendants knowingly and intentionally entered into one or more contracts or agreements, pursuant to which they, directly and/or through employees, agents, authorized representatives, co-conspirators, subsidiaries, affiliates, and/or other persons, entities, and/or representatives acting under their management, direction, supervision, and/or control, committed and engaged in tortious and overt acts within and directed at the state of Florida.

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

- a. committing tortious acts within the state of Florida;
- b. committing intentional torts expressly aimed at Florida, effects of which were suffered in Florida;
- c. operating, conducting, engaging in, or carrying on a business or business venture within the state of Florida, or having an office in Florida;
- d. engaging in substantial and not isolated activity within the state of Florida; and/or
- e. 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 or directed at the state of Florida.

22. Based on the facts alleged throughout this Complaint, sufficient minimum contacts exist between each Defendant and the state of Florida to satisfy Due Process under the United States Constitution because Defendants: (1) engaged in substantial and not isolated activity within and directed at the state of Florida; (2) conducted business through employees, agents, co-conspirators, and/or authorized representatives located in the state of Florida; and/or (3) committed and 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 Defendants could and should have reasonably anticipated being sued for the claims alleged herein in the state of Florida.

23. At all times material to this action, 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 an agency, license, partnership, employment, conspiracy, ownership, joint venture, or contractual relationship with one another. At all times material to this action, each Defendant's acts, omissions, and misconduct alleged herein were known to, authorized, approved, and/or ratified by the other Defendants; and/or Defendants engaged in such acts, omissions, and misconduct in concert or active participation with one another or to aid or abet one another.

24. Defendants conspired and agreed with each other and others to engage in unlawful and tortious conduct intended to harm and injure Plaintiffs, in furtherance of which Defendants and their agents and co-conspirators engaged in overt acts within and directed at the state of Florida and could and should have reasonably anticipated that the acts and omissions alleged herein connected them to Florida in a meaningful way.

25. Defendants' actions and misconduct alleged herein produced and/or substantially contributed to producing the damages, injuries, and harms Plaintiffs suffered, and 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.

26. 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

Overview of the Plaintiffs

27. 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.

28. 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.

29. Pastor Weems served as Celebration Church's Senior Pastor, CEO, and President from its inception until he was forced to resign and separate himself and his family from the church on April 15, 2022.

30. As Senior Pastor of Celebration Church, Pastor Weems had sole authority to set and shape the vision and direction of Celebration Church, and his 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.

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

32. Celebration Church's "Overseers" were nominated by the Senior Pastor and confirmed by the Board of Trustees, 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 Weemses's Anti-Growth Vision and Missionary Work

33. In 2018, Pastor Weems came to the realization that Celebration Church had become too "corporate" and focused on generating attendance and revenue and needed to concentrate on helping the poor, missionary work, equality, and simplifying the church by creating alternative revenue streams that would make the church less donation dependent.

34. Pastor Weems also came to recognize that the modern church growth system and its constant pressure to grow attendance and generate more and more revenue to keep the corporate "machine" running was having significant negative psychological and health impacts on pastors, who needed counseling, guidance, and treatment to recover from the adverse effects of the growth model that Defendants are at the forefront of promoting.

35. To execute his new vision, Pastor Weems and K. Weems developed a plan that included establishing several corporate entities that collectively would house and fund Celebration Church's significant administrative and personnel operations,

quickly reduce expenses and Celebration Church's debt, and operate and fund the missionary work on which Pastor Weems wanted to focus.

36. The plan for this vision included the following:
 - A. a retreat and outpatient facility for pastoral care—Honey Lake Farms—and an adjoining medical clinic—Honey Lake Clinic, Inc.—that would provide Christian mental health treatment services, the revenue from which would be used to build out and support Honey Lake Farms' mission;
 - B. a for profit corporation—NorthStream—designed to provide centralized and shared management services to Celebration Church and numerous other churches that enabled church leadership to focus their attention on ministry and missions rather than operational aspects of their churches; that would also develop Restorative Community Developments (RCD's¹), the first of which was Honey Lake Farms; and
 - C. a separate entity—AWKNG, Inc.—which would act as a hub for the restorative/ministry programming used at Honey Lake Farms, a theology school, missionary partnerships, media operations, and other similar endeavors.

37. Celebration Global was designed to be the umbrella organization under which Pastor Weemes's missionary work would be housed.

38. As they began implementing their anti-growth, missionary focused vision, Pastor Weems and K. Weems contributed their own personal money and invested in Weems Group for a combined total of approximately \$1.2 million that was used to fund the operations of Honey Lake Farms, NorthStream, and AWKNG.

¹ Restorative Community Developments are self-contained investment portfolios ideal for venture philanthropists and impact investors, combining profitability with socially and environmentally conscious that directly impact human flourishing in both rural and urban areas.

Overview of Defendants

39. ARC is a cooperative of independent churches from different denominations, networks, and backgrounds, the members of which consist of (a) churches “planted” or launched through ARC and (b) churches that invest in the mission of ARC financially.

40. Although ARC started as a loosely connected group of people who wanted to help smaller churches, it eventually (under the leadership of Hodges) shifted its focus to generating large attendance growth and church “planting” to vastly expand Defendants’ influence and revenue streams.

41. ARC has become one of the largest church planting organizations in North America and has planted more than a thousand churches since 2000.

42. ARC-planted churches enter into contractual agreements with ARC that, among other things, provide for initial loans to launch the church and require the church to pay 10% of tithes and offerings to ARC until this loan is repaid; following which the church is required to send ARC an ongoing amount of 2% of its monthly tithes/offerings.

43. Celebration Church is not an ARC-planted church, and at all times material to this action had no legal, contractual, or financial obligations to ARC or any of the other Defendants.

44. Historically, Celebration Church gratuitously donated approximately \$150,000 to \$200,000 per year to or for the benefit of ARC’s church planting operations. However, Defendants were constantly pressuring Pastor Weems to

commit to donating 2% of Celebration Church’s income to ARC for church planting purposes.

45. ARC is not a denomination and claims that it does not issue directives on what its member churches should promote doctrinally, philosophically, ministerially, or politically; and further claims that all of its member churches are completely and totally autonomous—operationally, financially, and governmentally.²

46. ARC has attained a significant amount of power and influence through its church growth model and church-planting operations, and is able to maintain and expand such power and influence through affiliated entities and “partners” that it heavily encourages its members to use.

47. Hodges is one of the co-founders of ARC and Founder and Senior Pastor of Church of the Highlands (“Highlands”), one of the largest churches in the United States with over 60,000 members and 23 campuses.

48. Hodges fully embraces the modern church growth model and has vocally expressed his goal to help 1,000 churches break the 1,000-attendance barrier.

49. Hodges founded and operates several entities closely affiliated with ARC and Highlands that are heavily promoted as ARC “partners,” including GrowLeader, LLC (“GrowLeader”) and Highlands College.

50. GrowLeader is a for-profit company that is closely affiliated with and heavily promoted through ARC that generates significant revenue and resulting

² <https://www.arcchurches.com/about/our-structure/>

financial benefits to Defendants by providing fee-based mentoring, coaching, training, and consulting services and related resources focused on promoting and advancing the modern church growth system to churches and their leadership.

51. Hodges derives significant power and financial benefits from the promotion and advancement of GrowLeader and Highlands through ARC.

52. Rizzo is the Executive Director of ARC and an Associate Pastor at Church of the Highlands³ who also served as an Overseer at Celebration Church until September 2021.

53. Seibeling is a Founder and Senior Pastor of The Life Church and founding board member of ARC who also served as an Overseer at Celebration Church until September 2021.

54. Promoting the use of ARC attorneys by churches is one means through which Defendants furtively maintain control and oversight over ARC members.

55. Attorneys David Middlebrook and Steven Goodspeed (“Middlebrook Goodspeed”) specialize in the areas of church formation, governance, operations, and taxes. At all times material to this action, Middlebrook Goodspeed were law partners whose firm was promoted as an ARC “partner,” and they contemporaneously represented ARC and Celebration Church, as well as numerous other ARC member churches.

³ <https://jamesriver.church/author/drizzo>

56. Middlebrook's current law firm, The Church Lawyers Group, is a featured ARC "partner" that provides special resources for ARC members.

57. Middlebrook Goodspeed prepared Celebration Church's governing Bylaws installed in 2015.

58. Attorneys Lee Wedekind ("Wedekind") and Kristin Ahr ("Ahr") work for the Nelson Mullins Riley & Scarborough LLP law firm ("Nelson Mullins") and have served as litigation counsel for ARC and Rizzo. At all times material to this action, Wedekind and Ahr, through Nelson Mullins, represented ARC; including when they purportedly represented Celebration Church during the events described below.

59. At all times material to this action, Defendants acted as the principals of and directed and controlled the acts and conduct of Middlebrook Goodspeed and Wedekind and Ahr upon which the claims set forth herein are based; during the performance of which Middlebrook Goodspeed and Wedekind and Ahr were acting in the capacity as Defendants' undisclosed agents carrying out Defendants' directives under Defendants' control.

The Implementation of Weems's New Vision & Direction for Celebration

60. In 2019, Pastor Weems and K. Weems began working toward implementing Pastor Weems's new vision and direction for Celebration Church and 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.

61. Pastor Weemes's vision to shift Celebration Church's focus away from growth and toward missionary work is antithetical to Defendants' church growth business and operational model and financial interests.

62. As Pastor Weems began to implement his new shift in focus, he informed Defendants that Celebration Church would only be willing to donate funds to ARC if they were earmarked for missionary work and helping pastors get the counseling, guidance, and treatment they needed to shift their focus to ministry and missions, rather than church growth; while also expressing his concerns over the ARC system and its focus on planting churches to help expand ARC and GrowLeader and Defendants' own personal interests, causing stress and psychological harm for pastors.

63. Middlebrook Goodspeed consulted Pastor Weems and Celebration Church on his transition to the Founding Pastor role and the memorialization of agreed upon terms and conditions of a Founding Pastor agreement, retirement package for Pastor Weems and K. Weems, parsonage, and continued and ongoing financial support for the missions in which Pastor Weems was involved.

64. 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 Weemes's transition to Founding Pastor, the Weemes's' retirement package, their parsonage, and the commitment to provide financial support for the missions with which Pastor Weems would be involved.

65. Attendant to his transition to Founding Pastor, Pastor Weems was also working on identifying someone as a potential eventual successor to the Celebration Church Senior Pastor position.

66. Defendants were aware of this and seized on it as an opportunity to oust Pastor Weems from Celebration Church and plant an ARC-affiliated pastor they knew they could control and who would continue to advance Defendants' church growth model.

67. Defendants identified ARC agent Tim Timberlake ("Timberlake") as the perfect candidate to fill this role, and Rizzo subsequently vouched for Timberlake to Pastor Weems.

68. At all times material to this action, Defendants acted as the principals of, directed, and controlled acts and conduct of Timberlake upon which the claims set forth herein are based; during the performance of which Timberlake acted in the capacity as Defendants' undisclosed agent carrying out Defendants' directives under Defendants' control.

69. Unaware of the clandestine agency relationship between Defendants and Timberlake and Defendants' planting of Timberlake to advance their conspiracy against Plaintiffs, Pastor Weems moved forward with the Founding Pastor transition plan, pursuant to which 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. Pastor Weems would coach Timberlake through his development plan while observing his

performance and simultaneously working to memorialize the agreed upon terms of his transition to Founding Pastor.

70. In December 2019, Celebration Church's Compensation Committee (including Seibeling and Rizzo) approved a compensation package that included (among other things) Celebration Church's acquisition of a parsonage for the Weemses's and the payment of \$100,000 per year to Pastor Weems until age 65; the terms of which were memorialized in a *Compensation Resolution* fully executed and approved by the Board of Trustees.

71. 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.

72. Based on the agreements memorialized in the *Compensation Resolution* and the rights that accrued to Pastor Weems and K. Weems by virtue of the benefits Celebration Church agreed to provide, the Weemses's sold their home and moved into a temporary parsonage.

73. During the same time period, Timberlake abruptly moved to Jacksonville without prior notice to Pastor Weems, 11 months ahead of the agreed upon schedule, and immediately began exerting pressure on Pastor Weems to hand over control of Celebration Church.

74. In early 2020, 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 Lisa Stewart (“Stewart”), Celebration Church’s CFO at that time.

75. 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’s transition to Founding Pastor.

76. One of Pastor Weems’s and K. Weems’s primary focuses during this time was Honey Lake Farms.

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

78. Around this time, Celebration Church and Kevin Cormier (“Cormier”) entered into a collaboration whereby construction-type entities owned by Cormier were hired by Celebration Church to perform land and housing improvements and management services at Honey Lake Farms. Not long thereafter, Cormier promised to donate \$1 million of in-kind construction-type services at Honey Lake Farms.

79. Throughout 2020, construction work and land management services were performed at Honey Lake Farms by Cormier’s companies, which Pastor Weems was led to believe was part of Cormier’s \$1 million pledge. Pastor Weems expected

that Stewart was properly accounting for this donation and responsibly managing the church's finances in accordance with her fiduciary duties.

80. In December of 2020, the Honey Lake Farms Lodge opened and started offering retreats and its outpatient facility for pastoral care.

81. Honey Lake Clinic also began generating revenue providing Christian mental health treatment services.

82. Pastor Weems soon appointed Cormier as a Celebration Church Trustee and Stewart left her position as Celebration Church CFO and transitioned to work solely for Honey Lake Clinic as its CEO.

83. 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 additional fraudulent misconduct.

84. 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 Weemses'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. This and other fraudulent acts were documented in Celebration Church's 2020 audit.

85. 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, which Cormier used to reimburse his companies for expenses without any oversight or accountability.

86. Pastor Weems eventually discovered and verified that Cormier had embezzled church funds, engaged in a fraudulent billing scheme, and attempted to commit usury.

87. 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), but 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. Cormier also stopped submitting any substantiation for his invoices but continued to get payments.

88. In April of 2021, Pastor Weems confronted Cormier about his above-described misconduct and 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 a house that the church had been renting from him.

89. Meanwhile, 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.

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

90. In May of 2021, the Weemses's and Celebration Church agreed on the property that would be the Weemses's' permanent parsonage and it was sold to the Church for that purpose—following which Celebration Church agreed to and did treat that property as the Weemses's' parsonage under the *Parsonage Use License Agreement*.

91. 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's transition to Founding Pastor, the Weemses's' retirement compensation, the parsonage, and the funding of the missions with which Pastor Weems is involved.

92. Defendants all were aware of the agreements Celebration Church made and approved concerning Pastor Weems's transition to Founding Pastor, the Weemses's' retirement compensation, the parsonage, and the funding to be provided to Celebration Global for the missions with which Pastor Weems is involved.

93. However, unbeknownst to Pastor Weems, Defendants and their agents were already working behind the scenes for quite some time on a plan to oust Pastor Weems from his leadership position and interfere with Plaintiffs' agreements with Celebration Church.

94. Among other things, this included: the planting of Timberlake and direction and approval of his subversive acts described below; enlisting Timberlake and Cormier to help oust Pastor Weems; enlisting Stewart to manufacture evidence of supposed financial crimes and mismanagement to use against the Weemses's; and enlisting Gaby Sullivan (K. Weems's assistant and an employee of NorthStream) to illegally access and download K. Weemses's private data, emails, medical information, and therapy sessions and provide them to Defendants to use against the Weemses's. Sullivan told multiple Celebration Church staff members that she was "protected" and that Celebration Church was going to be taken over.

95. In September 2021, Hodge's Highlands church announced that it was spending \$4.5 million to build its own "Lodge Retreat Center"—a center for pastoral counseling reported as being "the vision of" Hodges and Rizzo⁴ that was virtually identical to the Honey Lake Farms' Lodge that had been up and running since December 2020. Around the same time, Rizzo and Seibeling stepped down as Celebration Church Overseers.

96. Honey Lake Farms' Lodge and The Lodge Retreat Center (once completed) would have been competitors. However, Defendants knew Honey Lake Farms' Lodge had a significant advantage because it was already operational and had numerous retreats, counseling and restorative programs led by professional therapists

⁴ <https://ministrywatch.com/church-of-the-highlands-quietly-advances-controversial-pastoral-retreat-center/>

and able to provide outpatient clinical care through its association with Honey Lake Clinic, which Defendants' "Lodge" was unable to provide.

97. Defendants also perceived Honey Lake Farms as a threat because it was providing counseling services that included programs designed to improve pastoral mental health by moving away from the church growth model.

98. During this same time period, Pastor Weems uncovered more evidence of Cormier embezzling money from Celebration Church.

99. On September 22, 2021, Pastor Weems informed Rizzo and Seibeling about Cormier's embezzlement and fraud and resulting need to dismiss him from the Celebration Church board. To Pastor Weems's surprise, they revealed that Cormier called them back in April of 2021 (10-days after Pastor Weems first confronted Cormier about his financial misconduct) and asked them to initiate an investigation against Pastor Weems.

100. In October of 2021, the Weemses's continued to move forward with their transition plan and missionary work, meeting and developing an advantageous business relationship with Historical Concepts, a highly respected architecture and development firm in Atlanta, and commissioned (at a cost over \$14,000) the rendering of a master site plan for Honey Lake Farms so that they could begin recruiting investors for the RCD portion of the project.

101. The Weemses's immediately drove from their meeting with Historical Concepts to the 2021 ARC conference at Seacoast Church in South Carolina to

demonstrate their goodwill toward their friends at ARC and put forth the idea of working together around missions.

102. As a result, Pastor Weems and Greg Surratt agreed to partner to expand the availability of pastoral health retreats by hosting them at Honey Lake Farms and Surratt's lodge, which would have generated an estimated \$1.5 million in income for Honey Lake Farms and AWKNG over the next 24 months.

103. Not long thereafter, AWKNG and Honey Lake Farms held a fundraiser to raise money for scholarships for pastors and ministers to attend wellness retreats, which raised approximately \$250,000 and connected Plaintiffs with Willie Robertson (well known for the "Duck Dynasty" reality show). Robertson expressed interest in partnering with Honey Lake Farms and even shot some episodes of his series, "Buck Commander," at the farm. During the fundraising event, discussions were had with Robertson around potential future filming and other types of partnerships around youth programs and community evangelism at Honey Lake Farms.

104. In addition to Robertson, Honey Lake Farms was poised to partner with Wildwood Ranch, Hand of Hope, and Convoy of Hope on very profitable and beneficial endeavors for Honey Lake farm's mission.

105. NorthStream had also secured an advantageous business relationship with the city of Greenville, FL related to its first RCD and was launching its first RCD in Africa through Project Africa in Zimbabwe.

106. Plaintiffs had also developed an advantageous business relationship with David Maura through which they were poised to secure significant investments in their operations at Honey Lake Farms and NorthStream.

**The Implementation of the Plan to Destroy Plaintiffs
and Frame Pastor Weems and K. Weems for Financial Crimes**

107. In November of 2021, Pastor Weems approached the Honey Lake Clinic board about releasing disbursements to Honey Lake Farms in compliance with the clinic's bylaws. Although strongly opposed by Stewart and Honey Lake Clinic CFO, Devan Schandig, the board voted unanimously in favor of the disbursement.

108. Soon thereafter, Defendants began to execute the final phase of their plan to destroy Plaintiffs.

109. Unbeknownst to Pastor Weems, Rizzo and Timberlake contacted Surratt and informed him that Pastor Weems was about to be put under investigation by Cormier, Powell, and Rowe and that Surratt should cut all ties with Pastor Weems and Honey Lake Farms, which led to Surratt to immediately call Pastor Weems and cancel the projects they had planned to partner in together.

110. Heading into a December 2021 Celebration Church Board of Trustees meeting, the Weemses's 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 the existing agreements with Celebration Church.

111. Instead, acting under the influence and control of Defendants and their agents, 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's the rights and benefits Celebration Church had already agreed to provide), and slashing the already agreed upon funding promised by Celebration Church to Celebration Global by fifty percent (approximately \$24 million over 15 years).

112. This drastic reduction in missions funding combined with the campaign targeting Plaintiffs' strategic partnerships all but assured the failure of the mission organizations and operations in which the Weemses's had already personally invested.

113. Defendants continued to secure Timberlake's allegiance to their cause, curate his image, and promote him as a capable leader for Celebration Church by orchestrating hundreds of thousands of dollars in monetary payments to him directly and indirectly through his ministry for book sales and promotion, in exchange for which and at Defendants' direction, Timberlake relentlessly contacted 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, and that they should deal solely with him since Pastor Weems would be ousted with no possibility of return. Timberlake even directed Celebration Church youth pastors to begin telling the youth that Pastor Weems was under investigation for financial

misconduct—leading several of them, some as young as 12, to be confused and talk to their parents about this.

114. Timberlake also made it clear that he would take Pastor Weems's place at ARC and return Celebration Church's vision and direction to ARC's and GrowLeader's church growth model.

115. Defendants also committed to ruining the Plaintiffs' reputations, specifically in the ministry world, so they could never be in ministry or make a living and have no possible way of ever being part of Celebration Church again.

116. Pastor Weems was planning on dismissing Cormier at the end of the year and had enlisted the help of Trustees Rowe and Wiseman to attend the meeting with Cormier, during which he would be confronted, permanently removed from the board and the church, and the authorities would be notified, if necessary, pending the financial audit Pastor Weems had already ordered. 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, which would lead to this planned meeting.

117. On January 4, 2022, Cormier responded by providing "notice" that he and two other trustees, 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..."

118. 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. 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, listing the instances of fraud for which Cormier would be investigated.

119. 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.

120. 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."

121. As these events unfolded, Defendants ensured that they would maintain ultimate oversight and control over the Weemses's ouster from Celebration Church through Middlebrook Goodspeed and the enlistment of ARC attorneys Wedekind and Ahr to lead the supposed "investigation" of Pastor Weems and K. Weems.

122. On January 8, 2022, Wedekind and Ahr informed Pastor Weems that he was banned from Celebration Church while he supposedly was "investigated," barred

him from church property under threat of criminal prosecution, and instructed him to cease all contact with everyone associated with Celebration Church.

123. These acts were wholly improper and violative of multiple Celebration Church Bylaws.

124. Aware of this, Defendants used Middlebrook Goodspeed and Wedekind and Ahr to amend the Celebration Church Bylaws to give the Trustees the absolute, unchecked power they needed to unlawfully oust Pastor Weems from the church.

125. Wedekind and Ahr also proceeded with conducting the sham “investigation” of Pastor Weems; during which Defendants and Middlebrook Goodspeed worked closely with Wedekind and Ahr to ensure that the supposed “investigation” would end in the predetermined outcome Defendants wanted.

126. Well-before the supposed “investigation” commenced, Defendants knew Cormier and Stewart were involved in embezzling money from Celebration Church and that the “investigation” could be used to frame Pastor Weems for the embezzlement and justify ousting him from Celebration Church and thereafter install leadership Defendants could control (Cormier and Timberlake), avoid paying Plaintiffs the benefits Celebration Church had already agreed to provide, and use Pastor Weems as the scapegoat for Cormier and Stewart’s illegal activities while simultaneously eliminating Honey Lake Farms as competition for Highlands’ Lodge and stomping-out Pastor Weemses’s anti-church growth message.

127. All the while, Defendants believed that their nefarious plot would never be exposed because it would be protected by the secrecy of ecclesiastical abstention.

128. During the sham “investigation,” the Weemses’s 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’s were suspended and “under investigation” for unspecified reasons.

129. At the same time, Defendants knew the actions they orchestrated had placed Plaintiffs in significant financial distress.

130. Then, on January 17, 2022, Defendants sent an extortionate email to Pastor Weems through their agent, Larry Stockstill, an Overseer and Apostolic Elder of Highlands and Hodges’ personal pastor.

131. In this January 17, 2022 email, Stockstill acting at Defendants’ direction openly acknowledged Cormier’s embezzlement but insisted that he remain on Celebration Church’s Board of Trustees:

Several notable leaders have challenged the idea you had that the trustees are leading a “coup d’etat.” They have said they are good, solid men who love both of you but are trying to save the church. I am aware of your concern about the embezzlement you caught one of the Trustees in but that must be dealt with separately from their actions as a body right now and not the source of their corporate actions. Their actions have centered around your leadership and actions in the recent time.

132. In this January 17, 2022 email, Stockstill acting at Defendants’ direction also openly challenged Pastor Weemses’s “new direction in ministry” before summarizing that Pastor Weems was “under investigation financially...banned from

the church and it's property... and no longer [has] a 'founder's seat' and that will probably not happen," before laying out in detail the actions Pastor Weems had to take to "CLEAR [his] NAME," which included repenting to ARC, Rizzo, and Seibeling in particular:

1. Express to the trustees your repentance and sorrow for the erratic leadership What began, perhaps, with a desire to please the Lord and enter revival has developed into something that is not a part of the solid, stable foundation and values of Celebration Church. Your financial dealings must be totally simplified so that the most unassuming member can understand.
2. Return to a broken, repentant, reconciling relationship to the Board of ARC (of which you have continued to be a part). Repent to them concerning not walking under their covering, blessing, and oversight. Repent specifically to John and Dino for ignoring their advice and counsel as overseers.
3. Pull back from following the directions and advice of other outside leaders who have reshaped Celebration church since your vision.
4. Restore your relationship to Tim Timberlake. He is not seeking to take your church and dishonor you. He could easily return to North Carolina. Whether you feel you erred in appointing him or not, it is an irreversible action you have publicly taken and you must return to the role of an encouraging father in his life (something he no longer has with his wonderful father already in heaven).
5. When all of the above is done, the last piece to clear your reputation is the financial investigation. If it comes back with nothing significant, there should be, in my opinion, no barrier to the Trustees giving you a severance package as the Founder. In my opinion, there will be no "Founder's seat" because of the confusion that has ensued around your leadership. I believe the Trustees will help you begin your worldwide missions ministry as completely separate from Celebration. You have huge potential as a leader, a preacher of righteousness, and a voice to this generation worldwide...IF YOU CLEAR YOUR NAME.

133. At the time of this January 17, 2022 email, Pastor Weems and Celebration Church had no formal relationship with ARC, and ARC had no legal control over Pastor Weems or Celebration Church. There was no legitimate reason for ARC or any of the Defendants to be making any demands on Pastor Weems.

134. At the time of this January 17, 2022 email, Middlebrook Goodspeed were also, at Defendants' direction, refusing to do anything to assist Pastor Weems in preventing the coup unfolding at Celebration Church and instead insisted that Pastor Weems "not get an attorney or go to the court."

135. As time dragged on with no imminent resolution of this incredibly damaging situation in sight, the Weemses's 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.

136. On March 3, 2022, Wedekind filed a Motion to Dismiss in that lawsuit which lobbed unsubstantiated, unnecessary personal attacks against the Weemses's that were completely irrelevant to the legal arguments it raised and further explained how Celebration Church's Bylaws were amended on January 13, 2022, to make its Board "the highest ecclesiastical authority in the church..."

137. Upon reading this, 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.

138. 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.

139. However, Defendants were not satisfied with Pastor Weemses's resignation, were upset over the lawsuit and the publicity it drew, and were likely

fearful that members of Celebration Church’s congregation would follow Pastor Weems once he began ministering elsewhere and working with other churches. Accordingly, Defendants continued to work closely behind the scenes with their attorneys, Wedekind and Ahr, 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 they had unlawfully gathered, to try to destroy their reputations, humiliate them, and prevent Plaintiffs from continuing their ministry and missions.

140. This culminated in an April 24, 2022, “Report of Investigation to Celebration Church of Jacksonville, Inc.”, a copy of which is attached hereto as **Exhibit A** (the “Report”), which Defendants ensured was leaked to the press so that it would be publicly available before ARC’s Conference in South Carolina on April 25-27, 2022—at which Hodges was planning to discuss the progress of the Highlands Lodge and plans for GrowLeader.

141. The ultimate purpose of the public dissemination of the Report was to frame Pastor Weems and K. Weems for embezzling the money Defendants’ knew Cormier and Stewart had taken and covered up, which could be used to legitimize the takeover of Celebration Church and ensure the failure of Plaintiffs’ anti-growth vision and missionary work while simultaneously using Pastor Weems to publicly demonstrate what would happen to others if they entertained the idea of opposing Defendants’ modern church growth philosophy.

142. Notably, the Report falsely tried to blame Pastor Weems for (among other things) embezzlement based on a *supposed* \$3 million cash shortfall between October and December 2020:

Thomas learned that Weems had a poor understanding of the Church's organizational structure and financial position, including its revenues and expenses. As things progressed, Thomas became increasingly concerned about the Church's cash burn rate and how it was depleting the Church's cash balance. The Church's financial statements reflect that its cash balance dropped from \$9 million in October 2020 to \$6 million in December 2020, then to \$2 million in March/April 2021. Weems never had a grasp of where the money went and would oscillate between negligent attention to financial details and aggressive demands for voluminous information. He could never keep all of the parts straight in his head, and he blamed this confusion on the providers of the information (Stewart, Thomas, Cormier).

143. However, Celebration Church's own financial statements (prepared by Stewart) demonstrate that it had a \$6 million cash balance in October 2020, not \$9 million:

CELEBRATION CHURCH, INC.		
STATEMENT OF FINANCIAL POSITION		
FOR THE PERIOD ENDED SEPTEMBER 30, 2020 (unaudited)		
ASSETS		
CURRENT ASSETS		
CASH AND CASH EQUIVALENTS	\$	6,335,876
ACCOUNTS RECEIVABLE		2,357,758
INVENTORY		29,481
OTHER CURRENT ASSETS		275,816
TOTAL CURRENT ASSETS		8,998,931
PROPERTY AND EQUIPMENT, NET		38,538,400
OTHER ASSETS		684,340
TOTAL ASSETS	\$	48,221,671

144. Cormier and Stewart were in fact the ones responsible for over \$3 million embezzled from Celebration Church, which Timberlake knew about and, at Defendants' direction, helped cover up to frame Pastor Weems and help support his installation as Pastor Weems's replacement at Celebration Church.

145. Defendants' knew the Report, which was engineered to make it falsely appear as if it was the product of a legitimate investigation conducted by a reputable law firm, could be used to sway the opinions of Celebration Church's members, the public, and people and businesses affiliated with Plaintiffs to convince them that Pastor Weems and K. Weems were criminals—even though the reality was that Defendants were intimately involved in preparing the Report and its conclusions and the lawyers who authored the Report it were in fact working for and loyal to Defendants.

146. Although Defendants knew the embezzlement and other criminal accusations the Report leveled against Pastor Weems were demonstrably false, they continued to ensure that these accusations were advanced publicly and disseminated to ensure Defendants' ultimate objective of destroying Plaintiffs was achieved.

147. Thus, on April 27, 2022, acting at Defendants' direction, Wedekind prepared and transmitted a letter via email to TurnCoin, Ltd.'s chief legal officer, Arno Visser, (the "TurnCoin Letter"), which falsely asserted that Pastor Weems "embezzled and fraudulently transferred [Celebration Church] funds that were used to purchase TurnCoin" and engaged in "money laundering...in violation of 18 U.S.C. §§ 1956(a) and 1957":



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April 27, 2022

By email

Arno Visser
Chief Legal Officer
TurnCoin, Ltd.
Madison Building Midtown
Queensway
GX11 1AA
arno@turncoin.com

Re: Demand to freeze TurnCoin purchased with embezzled and fraudulently transferred assets

Mr. Visser:

We represent Celebration Church of Jacksonville, Inc. Celebration's former pastor, Stovall Weems, embezzled and fraudulently transferred church funds that were used to purchase TurnCoin on behalf of the following: Charles S. ("Stovall") Weems IV, AWKNG, Inc., Honey Lake Farms, Inc., and Benny Perez Ministries. The purchase of TurnCoin under these circumstances may constitute money laundering by Weems in violation of 18 U.S.C. §§ 1956(a) and 1957.

On April 24, we released a report of our investigation into Weems's illegal activities. A copy of the report can be viewed at www.celebration.org/weemsinvestigation. Following the release of our report, we have been advised that Weems is planning to liquidate all or part of these TurnCoin holdings.

This letter is to notify TurnCoin of these potentially criminal actions and to request TurnCoin's assistance by freezing the holdings of Charles S. Weems IV, AWKNG, Inc., Honey Lake Farms, Inc., and Benny Perez Ministries until the dispute between these parties has been resolved. We would be pleased to provide you with additional information or to discuss this matter further at your earliest convenience.

Thank you for your cooperation.

Very truly yours,

A handwritten signature in blue ink that reads 'Lee D. Wedekind, III'.

Lee D. Wedekind, III

LDW/aa

148. The TurnCoin Letter specifically directed TurnCoin to view the Report to read about “Weemses’s illegal activities” and included a hyperlink to the Report for that purpose.

149. This TurnCoin Letter used the Report and false criminal accusations about Pastor Weems to try to convince TurnCoin to freeze Pastor Weemses’s investments in hopes of further financially crippling Plaintiffs.

150. Despite knowledge of the actual perpetrators of the embezzlement and the efforts to conceal it, Defendants ensured that Pastor Weems would be publicly blamed for it, which not only protected Cormier for his criminal acts but also rewarded him by ensuring that he would be placed in charge of Celebration Church’s Board of Trustees.

151. Defendants also further rewarded Timberlake for his role in advancing Defendants’ conspiracy by partnering with Servolution to promote and generate sales of Timberlake’s book (*The Power of 1440*), while simultaneously using the book to encourage church planting and growth.

152. Based on the agreements and promises made by Celebration Church as outlined above, the Weemses’s not only stopped drawing a salary from the church but also invested and gave hundreds of thousands of dollars (almost to the point of insolvency) to fund the missions Celebration Church had already agreed to fund; all of which they lost as a result of Defendants’ actions.

153. Defendants' actions also caused losses of committed funding and agreements to Celebration Global totaling approximately \$30 million dollars over a 15-year period.

154. Honey Lake Farms was far down the road to being self-sustaining when Defendants' actions caused its committed investors and partners to back out, resulting in millions of dollars of additional losses.

The Unlawful Means Defendants Used to Tortiously Interfere

155. By engaging in the above-alleged conduct, Defendants conducted, engaged in, and/or participated in a pattern of unlawful and criminal activity deliberately intended to harm Plaintiffs and carry out defendants' conspiracy against them.

156. Defendants' conduct alleged in paragraphs 126-134, above, constitutes racketeering and extortion in violation of 18 U.S.C. § 1961(1)(A) and § 836.05, *Fla. Stat.*

157. Defendants' conduct alleged in paragraph 94, above, constitutes racketeering and an offense against users of computer systems, networks, and electronic devices in violation of 18 U.S.C. § 1961(1)(A) and § 815.06, *Fla. Stat.*,

158. Defendants' conduct alleged in paragraphs 55-59, 63, 65-68, 92, 94, 113, 121, 126, and 150-151, above, constitutes racketeering and bribery in violation of 18 U.S.C. § 1961(1)(A) and § 838.16, *Fla. Stat.*.

159. Defendants' conduct alleged in paragraphs 139-140, above, constitutes the communication of libelous matter to newspapers in violation of violated § 836.09, *Fla. Stat.*

160. Defendants' conduct alleged in paragraphs 139-149, above, constitutes racketeering and wire fraud in violation of 18 U.S.C. § 1961(1)(B) and 18 U.S.C. §1343.

161. Defendants' overall course of conduct and conspiracy alleged above also constitutes a scheme to defraud in violation of the Florida Communications Fraud Act, § 817.034, *Fla. Stat.*

162. Defendants aided, abetted, counseled, hired, or otherwise procured others to commit the criminal acts described above and are therefore principals in the first degree under § 777.011, *Florida Statutes.*

163. Defendants soliciting others to commit the criminal acts described above, and in the course of such solicitation commanded, encouraged, hired, or requested another person to engage in specific conduct which would constitute such offense or an attempt to commit such an offense, thereby constituting criminal solicitation in violation of § 777.04(2), *Florida Statutes.*

164. Defendants agreed, conspired, combined and/or confederated with another person or persons to commit the criminal acts described above, thereby committing criminal conspiracy in violation of § 777.04(3), *Florida Statutes.*

165. Defendants also explicitly or tacitly agreed to participate in a common scheme and unlawful ongoing conspiracy, in furtherance of which they recommended,

agreed to, and participated in committing the criminal acts described above, which caused significant harm and damages to Plaintiffs as a result.

COUNT I
(TORTIOUS INTERFERENCE)

166. Plaintiffs re-allege and incorporate Paragraphs 1 through 165, as if fully stated herein.

167. As more specifically alleged in paragraphs 62-64, 70-71, 89-91, and 100-106, above, Plaintiffs had advantageous contractual and business relationships of which Defendants were aware.

168. Defendants intentionally and unjustifiably interfered with Plaintiffs' advantageous contractual and business relationships.

169. As a direct and proximate result of Defendants' unlawful and tortious interference with Plaintiffs' advantageous contractual and business relationships, Plaintiffs suffered substantial economic damages in amounts to be proven at trial.

170. Defendants' actions alleged herein were unjustified, unlawful and committed maliciously and deliberately with an intent to injure Plaintiffs and cause them substantial harm; were committed with actual knowledge of the wrongfulness of the conduct and the high probability that injury and damage to Plaintiffs would result, and despite that knowledge, Defendants intentionally pursued their course of conduct, resulting in injury and damages to Plaintiffs; and/or were committed in conscious disregard of the Plaintiffs' rights.

171. As a direct and proximate result of Defendants' tortious conduct, and in addition to the quantifiable monetary damages Defendants' conduct caused, Plaintiffs also suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law if Defendants are not enjoined from engaging in such conduct in the future.

172. Based on the facts alleged herein and to be established at trial, Plaintiffs have the clear legal right to the entry of an injunction prohibiting Defendants' tortious misconduct.

173. The public interest would be served by the entry of an injunction prohibiting Defendants' unlawful and tortious misconduct.

WHEREFORE, Plaintiffs demand judgment against Defendants awarding:

- a. Compensatory damages in appropriate amounts to be established at trial;
- b. Punitive damages in appropriate amounts to be established at trial;
- c. Injunctive relief prohibiting Defendants from engaging in the tortious and unlawful misconduct alleged herein;
- d. Costs associated with this action; and
- e. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

COUNT II
(CONSPIRACY)

174. Plaintiffs re-allege and incorporate Paragraphs 1 through 173, as if fully stated herein.

175. Defendants agreed and conspired with one another to tortiously interfere with Counter-Plaintiffs' advantageous contractual and business relationships.

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

177. Defendants each committed overt acts in pursuance and furtherance of their conspiracy.

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

179. Defendants' actions alleged herein were unjustified, unlawful and committed maliciously and deliberately with an intent to injure Plaintiffs and cause them substantial harm; were committed with actual knowledge of the wrongfulness of the conduct and the high probability that injury and damage to Plaintiffs would result, and despite that knowledge, Defendants intentionally pursued their course of conduct, resulting in injury and damages to Plaintiffs; and/or were committed in conscious disregard of the Plaintiffs' rights.

180. As a direct and proximate result of Defendants' tortious conduct, and in addition to the quantifiable monetary damages Defendants' conduct caused, Plaintiffs also suffered and will continue to suffer irreparable harm for which there is no adequate remedy at law if Defendants are not enjoined from engaging in such conduct in the future.

181. Based on the facts alleged herein and to be established at trial, Plaintiffs have the clear legal right to the entry of an injunction prohibiting Defendants' tortious misconduct.

182. The public interest would be served by the entry of an injunction prohibiting Defendants' unlawful and tortious misconduct.

WHEREFORE, Plaintiffs demand judgment against Defendants, awarding:

- a. Compensatory damages in appropriate amounts to be established at trial;
- b. Punitive damages in appropriate amounts to be established at trial;
- c. Injunctive relief prohibiting Defendants from engaging in the tortious and unlawful misconduct alleged herein;
- d. Costs associated with this action; and
- e. Such other and further relief as the Court deems just and appropriate to protect Plaintiffs' rights and interests.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues so triable.

Respectfully submitted,

/s/ Shane B. Vogt

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David A. Hayes - FBN 096657

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Attorneys for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
Charles S. Weems, IV, Kerri Weems, Celebration Global, Inc., Honey Lake Farms, Inc., Northstream Management Group, LLC, Weems Group, LLC
(b) County of Residence of First Listed Plaintiff Duval
(c) Attorneys (Firm Name, Address, and Telephone Number)
Shane B. Vogt, David A. Hayes, Turkel Cuva Barrios, P.A., 100 North Tampa Street, Suite 1900, Tampa, FL 33602, 813-834-9191

DEFENDANTS
Association of Related Churches, Chris Hodges, Dino Rizzo, John Seibeling
County of Residence of First Listed Defendant
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.
Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)
1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
PTF DEF
Citizen of This State [X] 1 [] 1
Citizen of Another State [] 2 [X] 2
Citizen or Subject of a Foreign Country [] 3 [] 3
Incorporated or Principal Place of Business In This State [X] 4 [] 4
Incorporated and Principal Place of Business In Another State [] 5 [X] 5
Foreign Nation [] 6 [] 6

IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PRISONER PETITIONS, TORTS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Contract, Labor, etc.

V. ORIGIN (Place an "X" in One Box Only)
[X] 1 Original Proceeding
[] 2 Removed from State Court
[] 3 Remanded from Appellate Court
[] 4 Reinstated or Reopened
[] 5 Transferred from Another District (specify)
[] 6 Multidistrict Litigation - Transfer
[] 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION
Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. 1332
Brief description of cause:
Tortious Interference & Conspiracy

VII. REQUESTED IN COMPLAINT:
CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.
DEMAND \$ In excess of \$75,000
CHECK YES only if demanded in complaint:
JURY DEMAND: [X] Yes [] No

VIII. RELATED CASE(S) IF ANY (See instructions):
JUDGE
DOCKET NUMBER

DATE 7-11-2023
SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY
RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

EXHIBIT A



REPORT OF INVESTIGATION
to
**CELEBRATION CHURCH
OF JACKSONVILLE, INC.**

April 24, 2022

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Do not admit a charge against an elder except on the evidence of two or three witnesses. As for those who persist in sin, rebuke them in the presence of all, so that the rest may stand in fear.

1 Timothy 5:19-20.

I. INTRODUCTION AND BACKGROUND

Nelson Mullins was contacted by attorney Steven Goodspeed from The Church Lawyers (Middlebrooks & Goodspeed) in Dallas, Texas. Goodspeed had been engaged by Celebration Church of Jacksonville, Inc. (“Celebration” or the “Church”) regarding the terms and structure of an agreement in which Pastor Stovall Weems (“Weems”) would transition out of the Senior Pastor position at Celebration. During the course of the discussions about the transition, it was revealed by or to the Church’s Board of Trustees (each a “Trustee” and collectively the “Board”) that there had been certain questionable financial practices and other pastoral issues under the Weemses’ leadership of the Church. In light of these claimed improprieties, in January 2022 the Board voted to suspend Stovall and Kerri Weems (“Kerri Weems”) from their positions with the Church, place them in “not good standing” under the Church’s bylaws, and authorize an investigation to determine the veracity of the allegations. Nelson Mullins was retained to conduct the investigation.

Our investigation 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. Each interview was conducted with witnesses who had direct, first-hand knowledge of the events discussed. These interviews were, and remain, confidential and privileged under the attorney-client communication privilege and the work product doctrine. Each witness was first provided with an *Upjohn* warning and confirmed his or her willingness to answer questions. To preserve the privileged nature of these interviews, this report does not include direct quotes or attributions of statements to specific witnesses and uses general descriptions of testimony where specificity would have revealed the source. All testimony referenced in this report was corroborated by multiple witnesses or by documentation.

We requested that Stovall and Kerri Weems be interviewed in connection with this investigation, but they refused. They have also refused to recognize the authority of the Board to undertake these actions and the legitimacy of this investigation. Despite their refusal to participate in this investigation, the Weemses have made numerous public statements to media outlets and through their social media accounts deriding the Church, the Trustees, and this investigation. Perhaps worse, although the Church’s bylaws require that all disputes be submitted to mediation and arbitration pursuant to the Christian Conciliation process, the Weemses filed a civil action in state court to prevent the investigation from continuing and unwind the Board’s actions. At every stage in the process, the Weemses have actively opposed and attempted to undermine the investigation process and prevent its completion.

After the investigation was completed but before this report was finalized, Weems resigned all of his positions with the Church. While the Weemses no longer hold any positions of authority at Celebration, this report is being provided to assist the Board in fulfilling its biblical and legal obligations.

A. Celebration's Corporate Governance

Celebration is governed by the following legal authorities: (1) the Florida Not for Profit Corporation Act, FLA. STAT. § 617.01011, *et seq.*; (2) the Amended and Restated Articles of Incorporation of Celebration Church of Jacksonville, Inc. adopted on December 1, 2013 (the "Articles"); (3) the Amended and Restated Bylaws of Celebration Church of Jacksonville, Inc. adopted on January 13, 2022¹; (4) the Celebration Church Employee Handbook revised on May 3, 2021 (the "Employee Handbook"); and (5) the policies approved by the Board of Trustees (the "Board Policies").

Celebration is a board-led church. Plenary power to manage and govern the affairs of the church is vested in the Board. Articles Art. 9; Bylaws Arts. 4-6. More specifically, the Board has the duties and responsibilities generally associated with and exercised by a corporate board and as such, is the only governing body within the Church. Bylaws § 8.01. Accordingly, all corporate power is to be exercised under the authority of the Board. *Id.* This specifically includes the management and oversight of all of the Church's financial resources, including the acquisition and disposition of Church property (both real and personal). *Id.* Even more specifically, this includes the power to buy, sell, mortgage, pledge or encumber property owned by the Church; to approve or disapprove the transfer of church assets to other tax-exempt organizations; and to approve or disapprove of any transaction unrelated to the purposes of the Church. *Id.*

The Church's executive functions and day-to-day operations are managed by the Senior Pastor. Bylaws Art. 7. The Senior Pastor serves as the President and Chief Executive Officer of the Church and is responsible to manage the Church's operations in accordance with biblical principles. Bylaws §§ 7.01-7.02. Specifically, the Senior Pastor's duties include: serving as the leader of the Church body, staff, organizations, ministries, and Trustees; defining and communicating the Church's purpose; administering and coordinating the day-to-day operations of the Church; nominating and removing Overseers; appointing, directing, and overseeing the senior leadership team; hiring, directing, and overseeing Church staff; and endeavoring to ensure that the directives and resolutions of the Trustees are carried out. *Id.* The Senior Pastor serves as the Chairman of the Board, but is not entitled to vote on board matters. Bylaws § 7.05.

¹ Prior to January 13, 2022, the church was governed by the Amended and Restated Bylaws of Celebration Church of Jacksonville, Inc. adopted on October 25, 2015. Collectively, this report will refer to these documents as the "Bylaws." To the extent there is a material difference in their terms, the report will reference the "2015 Bylaws" or the "2022 Bylaws."

Under Florida law, the Senior Pastor owes the Church fiduciary duties. FLA. STAT. § 617.0834(1) (“An officer ... of a nonprofit organization ... is not personally liable for monetary damages to any person for any statement, vote, decision, or failure to take an action, regarding organizational management or policy by an officer or director, *unless*: (a) The officer or director breached or failed to perform his or her duties as an officer or director; and (b) The officer’s or director’s breach of, or failure to perform, his or her duties constitutes ... [a] transaction from which the officer or director derived an improper personal benefit, directly or indirectly...”) (emphasis added). Where an officer of a nonprofit corporation breaches a duty to the corporation and derives a personal benefit for doing so, he or she is personally liable for any resulting damages.

The Senior Pastor is subject to oversight and management by the Board in matters of corporate governance and the Overseers in spiritual and disciplinary matters. Bylaws § 7.07. An investigation may be initiated at the request of two Trustees or two senior leadership team members. Bylaws § 7.07(a). The subject matters appropriate for investigation include immoral conduct, improper financial practices, or espousing improper theological beliefs. *Id.* Investigations are conducted by or on behalf of the Overseers, or if there are fewer than three Overseers, by or on behalf of the Board. Bylaws § 7.07(b), 2022 Bylaws § 7.07(c). If the Overseers or the Board determines that discipline is warranted by a majority vote, they are empowered to: assume complete authority over the Senior Pastor’s ministerial activities; discipline the Senior Pastor in any way deemed necessary; remove the Senior Pastor from his leadership position; and/or terminate the Senior Pastor’s employment. *Id.*

The Bylaws also authorize the Trustees to investigate and discipline, if warranted, “all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing.” Bylaws § 17.02(d). In responding to a complaint, the Trustees are required to “determine whether an investigation is appropriate and the form that it should take.” Bylaws § 17.02(d). The Trustees must promptly investigate, and then take appropriate corrective action if warranted by the investigation. Bylaws § 17.02(e).

B. The Authorization of this Investigation

The 2015 Bylaws provide that the Overseers have sole authority to respond to a request for investigation and impose discipline on the Senior Pastor. 2015 Bylaws § 7.07(b). The Bylaws also require that the Church have at least three Overseers in place at all times. Bylaws § 10.03. It is the sole responsibility of the Senior Pastor to nominate Overseers to the Board. *Id.* As long as disciplinary action against the Senior Pastor is being considered, the composition of the Overseers cannot be changed. Bylaws § 10.04. Under the 2015 Bylaws if the Senior Pastor failed to nominate Overseers but an investigation had been requested, there was no mechanism to investigate or impose discipline on the Senior Pastor. Therefore, the Senior Pastor could avoid oversight or discipline by not nominating any Overseers. This was the predicament faced by the Church in January 2022.

In 2021, the Church had only two Overseers: Dino Rizzo and John Siebeling. When both resigned in September 2021, Weems did not nominate any replacements. Then, on January 4, 2022, Trustees Fitz Powell, Kevin Cormier, and Marcus Rowe requested that an investigation be conducted into potentially improper financial practices engaged in by Weems. In response, on January 4 Weems stated that only the Overseers could conduct an investigation. On January 5, Weems attempted to nominate three Overseers: Sean Yost, Scott Volk, and Bryan Schwartz. Of these, Mr. Volk and Mr. Schwartz were not ordained pastors at respected congregations and were therefore unqualified to serve as Overseers. Bylaws § 10.01. Even if they were qualified, though, the Board could not approve them because the composition of the Overseers could not be changed due to the pending request for an investigation. Bylaws § 10.04. Ultimately, the Board did not approve the nominated Overseers.

On January 13, 2022, the Board approved the 2022 Bylaws, which added Sections 7.07(c) and 7.08(e). Section 7.07(c) provides that if there are fewer than three Overseers, the Board shall assume the roles and responsibilities of the Overseers. This is consistent with the Board's historical authority to investigate and discipline, if warranted, "all reported concerns or complaints regarding corporate accounting practices, internal controls, or auditing." Bylaws § 17.02(d). Thereby fully empowered to act by the Bylaws, on January 13 the Board voted to initiate an investigation and to retain Nelson Mullins to conduct it and to report its findings to the Board. This report comprises the findings of our investigation.

Our investigation was performed according to biblical principles. Pursuant to the Board's directive, this investigation was designed and intended to reveal and report the truth of what has transpired at Celebration under the Weemses' leadership.

II. FINDINGS OF FACT

A. Summary

Stovall Weems engaged in a series of improper and unauthorized financial transactions through which he personally benefitted, either directly or indirectly, at the expense of the Church. Weems failed to present these transactions to the Board for its review and approval, which he was required to do pursuant to Florida law and the Church's governing documents. When three Trustees sought to question these transactions, Weems retaliated by attempting to remove them. Although Weems has a duty to cooperate with this investigation, he has refused to do so.

Since at least 2019, the Weemses' leadership of the Church has been inconsistent and unbiblical. Stovall Weems failed to effectively define and communicate the Church's purpose, failed to properly administer the organization, nominate Overseers, oversee Church staff, and ensure the Board's directives were met effectively and efficiently. Instead, Weems has acted erratically, creating a culture of confusion and disarray that has hindered the Church from effectively carrying out its mission. Worse, Weems' leadership was marked by rampant spiritual and emotional abuse, including manipulation, a profound sense of self-importance and selfishness, superiority and entitlement,

overbearing and unreasonable demands on employees' time, a lack of accountability or humility, demands of absolute loyalty and compliance, public shaming and humiliation of employees, coercion, shunning, gaslighting, and the creation of a culture of fear and intimidation in which it was not safe to disagree with Weems.

Each of the above actions constitutes a separate and independent basis justifying the discipline of the Senior Pastor, up to and including ratifying the removal of his leadership position and termination of his employment.

B. Overview of the Weemses' Leadership of Celebration

Stovall and Kerri Weems, among others, founded Celebration in 1998. Since then, the Church has experienced great success and growth. Celebration currently has 3,745 active members across five campuses. Celebration's early years were marked by the development of a small, tight-knit group of people who helped grow and lead the Church in the following years. Many of Celebration's current senior leadership team and employees have been with the Church since the early 2000s. Their knowledge and understanding of the Church, and their first-hand witness of its—and the Weemses'—transformation, provide a valuable resource that was extremely helpful in our investigation. The Church's deep bench of longtime volunteers, employees, leaders, and pastors is among its greatest assets and a key reason for the Church's growth and success.

Stovall Weems, as the Church's longtime Senior Pastor, was responsible for the management of the Church's day-to-day operations and the spiritual leadership of the Church. Witnesses described troubling details regarding the Weemses' dysfunctional leadership style. Many of these issues were detailed in a Baseline Report prepared in November 2020 by Network King, a firm hand-picked and commissioned by the Weemses.

The Network King report identified six key ways in which the Church required improvement: leadership challenges, poor communication, limited planning and forecasting, lack of professional development, ineffective governance, and lack of focus on performance. The Network King report found that the root cause of most of these issues was a failure of executive leadership. The report summarized its observations of the Church's executive leadership as including:

- Unclear vision, mission, and values
- Unclear leader intent
- Lack of developed strategy
- Inconsistent guidance
- Centralized decision-making
- Rampant hasty decision-making
- Lack of delegation
- Micromanagement
- General lack of order
- Poor expectation management

- Lack of accountability
- Lack of effective change management
- Lack of mentorship
- No leadership development program
- Personal activities impacting professional operations

The Network King report stands as a scathing indictment of the Weemses' failed leadership at Celebration. We understand that another, even more critical report specifically addresses the Weemses, but we have been unable to obtain a copy of it.

The single word used most frequently to describe Stovall Weems was: *narcissist*. When asked to describe Weems, nearly every witness we interviewed used that specific word. Many witnesses detailed, often through tears, instances when Weems personally belittled and humiliated them for minor mistakes or misunderstanding Weems' inconsistent and confusing directives. Worse, Weems created and fostered an environment in which he was not subject to accountability. Many witnesses explained that the first rule to survive at the Church was "We don't say no to Pastor." In this way, he was able to impose his will on others to force their compliance with his demands. Neither Stovall nor Kerri Weems served anyone at the Church. Instead, they demanded others to serve them – the antithesis of Christ-like personal sacrifice and service to others.

The Weemses' demands blurred the line between employees' personal and professional lives to such an extent there was no apparent difference between them. Total responsibility to serve the Weemses in all ways at all times was required to appease them. Witnesses described many examples of overbearing demands. One witness reported that she had to beg for one hour per day in which she was not required to immediately respond to text messages. Another reported that Weems instructed an employee to drive to a liquor store late at night and deliver a bottle of bourbon to his house because he did not want to be seen purchasing liquor. Another recounted that an employee was instructed to purchase a car for Weems and deliver it to his house. After the employee delivered the car as demanded, Weems told him to find his own ride home. Many witnesses described intense personal anguish and pain caused by working for the Weemses. One witness expressed an inability to return to church—any church—due to crippling anxiety and panic attacks.

Weems considered himself a visionary and frequently presented big ideas in conceptual form. These ideas were often simultaneously complex and unfinished, and Weems suffered an inability to fully explain his plans or how they should be implemented. Weems constantly wanted to execute on these plans during their conceptual phase without further analysis or refinement. When employees presented feasibility issues that would limit or prevent these ideas from being successful, they were ridiculed as "dreamkillers." Employees who raised questions or challenged ideas were quickly removed from the decision-making process. Many witnesses described knowing whether they were "in" or "out" of Weems' circle of trust by whether Weems would communicate—or not—with that person. Shunning, isolating, and discarding were common tactics used to punish anyone who expressed a disagreement or concern with an idea presented by Weems.

As the Church became more successful, the lavishness of the Weemses' lifestyle also increased. Private charter flights to exotic vacations, a full "house staff" to assist in maintaining their mansions, and personal assistants required to attend to the Weemses' every demand all became trappings of their life. The Weemses' compensation, staff, travel and expense accounts comprised approximately 10% of the Church's total revenue. Despite these privileges, the Weemses treated people who attended to them as inferior. In 2020, Weems drafted a document that instructed the Weemses' assistants on how they were to keep each of the three residences so the Weemses would not be bothered during their transitions between homes. This was so the Weemses could focus on their "spiritual acuity" at all times.

The Weemses also posted schedules of their required food and beverage service so that their employees would know how to serve them food and drinks. These instructions included specifications on the times of day the items were to be provided, exact requirements for each item, and a description of how the items were to be presented to the Weemses (on "real dishes" presented on a "serving tray"). These instructions—similar to over-the-top green room riders required by celebrities—reflected the Weemses' immense entitlement and self-importance.

Since Tim Timberlake was brought into Celebration in 2019, the Weemses were seldom seen at the church. Many witnesses could not remember the last time that the Weemses worshipped at Celebration.

C. The Encounter

The Encounter was a pivotal moment in Celebration's history. At a Seder service on Passover in 2018, Stovall Weems claimed he had a personal encounter with Jesus Christ. Guest pastor Paul Wilbur, a messianic Jew, came to explain and reenact the ancient Hebrew/Judaic Passover Supper at Celebration. At the event, Weems became transfixed on a piece of bread he was holding. Weems stared blankly at the bread for a long time and then appeared bewildered, stunned, and speechless as his attention turned back to the events on the stage.

A video of the service at which the Encounter took place can be viewed here: <https://youtu.be/swkJMbGuKa4?list=PLCIFIIMQrbfC1yXgmCMAZPoxMEbbwEHKv&t=6566>

Afterward, Weems described that he had seen Jesus on the stage and been transported to the Last Supper the night before Jesus' crucifixion. Weems claims that he was physically with Jesus Christ and that Jesus spoke with him, directing his attention to the future and what Christ wanted for the Weemses to accomplish on Earth. Weems described Jesus as having dark hair, a white robe, and speaking in Hebrew.

This report takes no position on whether the Encounter was real. There is no way to confirm or deny—legally or factually—what was going on inside Weems' mind during that time. There is evidence that the Weemses were under a tremendous amount of personal stress during this time that may have impacted Weems' mindset that evening.

Regardless, after the Encounter things changed dramatically. Most witnesses recall that event was the catalyst for dramatically changed behaviors and actions by the Weemses in the following years.

Witnesses to the events at the Weems residence in the days following the Encounter describe Weems as visibly shaking and sobbing. They also confirmed that Kerri Weems was distraught and overwhelmed by her husband's behavior. Kerri Weems has a history of clinical depression, a topic which she openly discussed. People close with Kerri Weems stated that she expressed being suicidal as a result of the Encounter and Weems' behavior following it. Despite repeated requests by many, the Weemses refused to take any meaningful time off after the Encounter to process the event.

Over time, Weems used the Encounter and subsequent messages flowing from the Encounter to justify his authority and maintain control of the Church. If questioned, Weems would respond by saying that this direction was given to him by God through the Encounter. As a result, staff were not permitted to challenge Weems for fear of being accused of disobeying God's will. Because only Weems experienced the Encounter, only he had the ability to interpret its meaning and direction. When employees would ask questions or express confusion over Weems' directions, he would tell them that he had only disclosed part of the vision God deposited in him through the Encounter. In that way, Weems exercised control by claiming a secret divine revelation.²

One of the results of the Encounter was Weems' decision to "give away" the Church to Pastor Tim Timberlake – without first telling Kerri Weems, the board, senior leadership team, or the staff. The absence of any communication or coordination surrounding this handoff was the genesis for an extremely disorganized and disruptive transition, which ultimately culminated in this investigation.

D. Post-Encounter Leadership of the Church

For months following the Encounter, Weems struggled to form words or communicate effectively. He was disengaged in business meetings with staff and cried frequently. The Encounter magnified his demand for control and his defiance to authority or accountability. Anyone—trustees, pastors, senior leaders, employees—who did not serve the needs of the Weemses was replaced. Anyone who challenged Weems' judgment or control of the Church was removed. He and Kerri Weems frequently repeated that the Board reported to them, not the other way around. Weems said that while he may have needed Overseers during his younger years, he no longer felt he did.

Most staff members described 2019 as a very confusing time. Weems struggled to process the Encounter and every decision was based on a disjointed understanding of its meaning. Weems would make decisions and demand they be carried out immediately, only to later reverse himself. Communications were sporadic and no clear chain of command was established. Weems often shuffled employees between positions

² The concept that a special knowledge of God is made available only to a select few is a tenet of Gnosticism condemned for centuries as heretical.

depending on who was in his inner circle. Because employees had poorly-described job functions and were constantly being reassigned, many employees did not know who was in charge of the Church's operations. Weems also began making strange comments about sweeping changes he intended for the Church's ministry. At one point he suggested the Church needed to learn how to function without any buildings.

During this time, Weems also appeared physically and mentally unwell. Members of the senior leadership team were so concerned that they convened a meeting to confront him about his mental health and the impact it was having on the Church's ability to function effectively. Although the meeting seemed to have gone well initially, it ultimately had no lasting impact and Weems continued to spiral.

In 2020, COVID-19 led to a complete disruption of the Church's operations. This disruption was further complicated by a plan developed by Weems to "separate the business from the Church" by spinning off several ministries as stand-alone corporate entities. In September 2020, the Board was comprised of Erik Sharpe, Jonathan MacArthur, Todd Gicalone, and Fitz Powell, all of whom were experienced Trustees who had served since at least 2014. At the September 2020 Board meeting, Weems presented his vision for a massive restructuring plan that included a request to seek a new \$14 million credit line to fund proposed real estate transactions and capital improvements. The proposed reorganization was a confusing and poorly-conceived plan. Weems never fully grasped the complexities involved, continually changed direction, and failed to adequately explain his concepts to the board, senior leaders, and staff. Recognizing major issues with this reorganization, the board required that Weems provide it with business plans for each entity to be spun off. Some business plans were provided at the October 2020 Board meeting, but the Board later concluded they were of limited value.

Friction between Weems and the Board grew. At the December 2020 Board meeting, the Trustees came prepared to engage in an extensive conversation about Weems' reorganization plan. While the Church's revenues were 15% short of projections, Weems advocated for the Board to approve \$14 million in new debt. When the Trustees questioned him about the details of his plan, and specifically how the Church would service the new debt, Weems responded with frustration and indignance. Instead of providing a business case to support his plan, Weems demanded that the Trustees either immediately approve the plan without further questions or end the meeting. When the Trustees asked for a 5-minute break to ease the tension, the Weemses walked out.³

³ The debt proposal was approved in the Weemses' absence, but the property purchase ultimately fell through because of a title defect that Weems had failed to identify. This is another example of problems that arose as a result of Weems' rushed decision-making and failure to adequately analyze issues before demanding execution (and God's grace in saving the Church from critical mistakes).

At the end of 2020, the Church's longstanding CFO Lisa Stewart left to become the CEO of Honey Lake Clinic. In the interim, Devan Schanding served as interim CFO. Stewart's permanent replacement, Tojy Thomas, joined in January 2021 but left by May because of extremely poor treatment by Weems. Thomas came from an accounting background with substantial nonprofit experience at the University of Chicago and Woodman Valley Chapel in Colorado Springs. One of Thomas's primary tasks was to implement the separation of these ministries (AWKNG, Honey Lake Farms) from the Church. To accomplish this, Thomas needed to understand what these entities were designed to do, what purpose they historically served, what assets and liabilities "belonged" to each entity, and who each entity would employ going forward.

Thomas learned that Weems had a poor understanding of the Church's organizational structure and financial position, including its revenues and expenses. As things progressed, Thomas became increasingly concerned about the Church's cash burn rate and how it was depleting the Church's cash balance. The Church's financial statements reflect that its cash balance dropped from \$9 million in October 2020 to \$6 million in December 2020, then to \$2 million in March/April 2021. Weems never had a grasp of where the money went and would oscillate between negligent attention to financial details and aggressive demands for voluminous information. He could never keep all of the parts straight in his head, and he blamed this confusion on the providers of the information (Stewart, Thomas, Cormier).

After Thomas left, Weems did not fill the position of CFO but instead relied on the HR director to assume some of the responsibilities of that position. The turmoil of the reorganization combined with the turnover of accounting and financial professionals resulted in a highly disorganized and dysfunctional enterprise in early-to-mid 2021.

Part of this confusion was caused by Weems' failure to recognize and treat the different entities as distinct. Although Weems was a full-time employee of the Church, paid by the Church and responsible for raising funds on behalf of the Church, he would obtain donations and then direct them to be deposited into other entities' accounts. This was problematic because it was never clear that any entity was capable of financial success independent of the Church. This has been proven out by AWKNG's demise. When AWKNG was spun off and Weems was responsible for its management outside of the Church's control, it immediately failed. In January 2022, AWKNG fired all but a handful of its staff – 40 employees were let go. Demonstrating a lack of empathy and obliviousness to the workers who had just lost their jobs, Weems asked the fired employees to pray for Kerri Weems because of how hard it had been on her. Kerri Weems did not attend the meeting at which the employees were laid off.

E. Lack of Oversight from December 2020 to June 2021

In the aftermath of the December 2020 board meeting, Trustees Sharpe, MacArthur, and Gicalone determined that they could no longer continue to serve on the Board if the Senior Pastor refused to accept any accountability or governance. In February 2021, Mr. Sharpe, Mr. MacArthur, and Mr. Gicalone resigned as Trustees. In their resignation letter, they outlined a series of concerns they had with the direction of the Church, including its over-accumulation of debt, financial commitments made without board authorization, conflicts of interest between organizations, the absence of the minimum number of required Overseers, an organizational complexity that made transparency and oversight difficult, and poor staff reviews and accountability. These concerns mirrored those set forth in the Network King report issued a few months prior. The letter restated the Board's policy requiring Board approval of any expenditure over \$5,000 not previously included in an approved budget. Their resignation left Mr. Powell and Mr. Rowe as the Trustees.

The Church's annual report filed in March 2021 lists the current Trustees as directors, but despite the near-complete turnover of the Board and the serious management concerns raised by Network King and the outgoing Trustees, Weems did not call a meeting of the Board from December 10, 2020 to June 3, 2021—nearly six months. During this period, Weems acted without any accountability or oversight by the Board or the Overseers. This was also the period during which the CFO role transitioned three times, from Stewart to Schanding to Thomas. Uncoincidentally, it was during this period when all of the improper financial transactions occurred. Weems eliminated or ignored all oversight, accountability, and compliance mechanisms that acted to limit his discretion and acted unilaterally.

F. Improper Financial Transactions

1. The Parsonage at 16073 Shellcracker Road

In January 2020, at the request of the Weemses, the Church agreed to purchase a parsonage for the Weemses to use as their personal residence. The property, located at 4504 Hunterston Lane in Glen Kernan Golf and Country Club, was purchased on January 14, 2020 for \$1,295,000. The Board approved the purchase and executed a resolution authorizing Lisa Stewart to execute the necessary documents to close on the purchase. In connection with the Church's purchase, Celebration and the Weemses entered into a Parsonage Use License Agreement setting forth the rights of the parties with respect to the use of the parsonage. The Agreement related only to the Hunterston property, and would terminate on the date the Weemses abandoned the parsonage as their primary residence.

At some point thereafter, the Weemses decided they wanted to relocate. In connection with the Church's sale of the Hunterston parsonage, Weems asked if he could keep the proceeds from the sale. He was told by Tojy Thomas that because the Church owned the property, he was not entitled to the sale proceeds. The Hunterston parsonage

was sold on June 4, 2021 for \$1,475,000. Weems never presented the potential sale of the Hunterston parsonage to the Board. Celebration kept the sale proceeds.

Meanwhile, on February 9, 2021 Weems Group, LLC—of which Weems is the sole member and its manager—purchased a single-family residence at 16073 Shellcracker Road on the Nassau River. The property was listed for sale at \$875,000 but Weems Group bought it for \$855,000. The appraisal obtained by Weems Group in connection with financing its purchase of the property valued it at \$890,000 as of December 23, 2020.

Four months after Weems Group purchased the Shellcracker property, Weems Group sold it to the Church for \$1,286,863.30—an increase of \$431,386, more than 50% more than Weems Group had just paid. The Church’s purchase of the Shellcracker property was not disclosed to or approved by the Board. The closing documents were signed by Weems on behalf of both Weems Group and the Church. The Church financed the purchase of the property by drawing on its line of credit from its primary lender, Wesleyan Investment Foundation (“WIF”). Weems executed a Mortgage Modification and Spreading Agreement encumbering the Shellcracker parsonage and increasing the Church’s debt by \$1,300,000.

To induce WIF to advance funds to the Church under its line of credit, Weems represented to WIF that the Board had approved the purchase of the Shellcracker property when it hadn’t. What Weems claimed as authorization was the Board’s prior approval of the purchase of the Hunterston parsonage, not the Shellcracker property. The failure to provide that important information was a material misrepresentation, an Event of Default under the Church’s Promissory Note to WIF, and a breach of the Church’s Business Loan Agreement with WIF.

Weems did not commission an appraisal of the property on behalf of Celebration when his company sold it to the Church, and the Duval County Property Appraiser has determined that the sale is not a “qualified” sale under the Florida Administrative Code (meaning it was determined not to be an arm’s length transaction). An email sent by Sarah Mannion, the attorney that closed the sale, indicates that the Weems Group kept the \$430,000 profit it made on the sale of the property.

The purchase of the Hunterston parsonage and the purchase of the Shellcracker property were fundamentally different in several ways:

- The Board was presented with the purchase of the Hunterston property and authorized the transaction via formal board action evidenced by a written resolution but was never presented with or authorized the purchase of the Shellcracker property.
- Lisa Stewart was authorized to execute the documents necessary to close on the Hunterston property purchase, but Weems was never similarly authorized to purchase the Shellcracker property.
- The Church and the Weemses entered into a license agreement for the use of the Hunterston property, but not the Shellcracker property.

- The Hunterston property was brought from and sold to unrelated third parties, while the Shellcracker property was bought from a company owned by Weems (and through which he obtained a huge financial windfall).

The Weemses have claimed that the Shellcracker purchase was merely a “transfer” of the parsonage from one location to another. But the resolution authorizing the Hunterston acquisition and the license use agreement both make clear that they specifically related only to that particular property and were not a blank check for the Weemses to buy and sell properties as they saw fit.

The Weemses have attempted to justify keeping the profit the Weems Group realized by flipping the Shellcracker property because the money was needed for “improvements.” The Weemses’ claim that these funds were used to improve the property appears to be entirely false. There is no evidence that any improvements have been made to the property, and certainly not improvements worth \$430,000. First, the Building Department’s records do not show that any permit applications have been filed for work to be performed at the Shellcracker property, and no notices of commencement have been recorded in the Duval County official records. Second, and more damning, when asked by the Weemses’ realtor whether any renovations would be made to the property after closing for the purpose of obtaining homeowner’s insurance, Weems sent an email stating: “No renovations after closing.”

But even if that justification were true, it ignores the Weemses’ direct and undisclosed conflict of interest in the transaction, the material misrepresentation made by Weems to WIF, and the absence of authority to purchase and mortgage property on behalf of the Church without notice to or approval by the Board. Standing alone, the improprieties and misrepresentations surrounding this transaction are sufficient grounds to disqualify the Weemses from serving as pastors and constitute a valid basis for their immediate termination.

2. The Second PPP Loan

In 2020, the Church applied for and was granted a loan under the federal Paycheck Protection Program (“PPP”). The first PPP loan was in the amount of \$2.2 million and was used by the Church to pay staff salaries. Weems at different times asked if the Church could use the loan proceeds for general operating expenses or for other ministries. In response, it was explained that the loan could only be used for specific purposes, because the loan rules required that the funds be used only for very specific purposes. Ultimately, the loan was used for its required purposes, each expenditure was documented, and the Church sought, and was granted, forgiveness of the loan. Lisa Stewart, the Church’s then-CFO, managed the process.

In April 2021, the Church applied for a second PPP Loan. Tojy Thomas was the Church's CFO when the second PPP loan application was submitted, which included the following certification:

The funds will be used to retain workers and maintain payroll; or make payments for mortgage interest, rent, utilities, covered operations expenditures, covered property damage costs, covered supplier costs, and covered worker protection expenditures as specified under the Paycheck Protection Program Rules; *I understand that if the funds are knowingly used for unauthorized purposes, the federal government may hold me legally liable, such as for charges of fraud.*

Thomas had resigned by the time the loan was approved and \$1,106,400 in loan proceeds were received by the Church. Freed from the financial and accounting professionals that ensured Weems complied with the law, the Church's financial records indicate that *none* of the loan proceeds from the second PPP loan were used for permitted expenditures. Instead, Weems directed that the funds be spent on the following:

- \$100,000 to invest in TurnCoin on behalf of the Church,⁴ a digital security with which fans can “invest” in “talented people in all passions of life; sport, esports, music, art, entertainment and more.”
- \$856,033.33 was transferred to Honey Lake Farms's First Citizens Missions Account,⁵ of which \$150,000 was used to buy TurnCoin on behalf of Honey Lake Farms and \$150,000 was used to buy TurnCoin on behalf of AWKNG.
- \$100,000 was transferred to the Church's Missions account to cover a transfer of \$100,000 to an unrelated church ministry in Nevada.⁶

In total, \$500,000 of PPP loan proceeds were used to purchase TurnCoin. All of these transactions were directed by Weems without notice to or authorization by the Board, which has sole authority to “to approve or disapprove the transfer of church assets to other tax-exempt organizations” pursuant to Bylaws § 8.01. Weems knew, based on his experience with the first PPP loan, that these expenses were not permitted under the PPP loan program and would result in the Church's inability to seek forgiveness of the loan. The result of these transfers was an increase of the Church's debt by more than \$1 million.

⁴ TurnCoin is discussed in greater detail in Section II(B)(3).

⁵ Weems is the President of Honey Lake Farms, Inc. and therefore transferred these funds as an “advance” on giving based on inflated revenue projections that would not be hit, resulting in a significant overpayment.

⁶ The transferred funds were used to purchase TurnCoin at Weems' direction, as discussed in Section II(B)(3) below.

Weems also derived a direct financial benefit from these transactions. As discussed in greater detail below, Weems bundled these funds with others so that he could qualify as a “legacy investor” in TurnCoin. Legacy investors were entitled to be paid back before other investors and were entitled to 10% interest on their investment.

3. TurnCoin

TurnCoin is a digital security designed by TheXchange Pte. Ltd, a Singapore private company. TurnCoin would be used by fans to buy or sell “non-fungible cryptographic tokens” known as VirtualStax Cards that depict public figures such as athletes, movie stars, musicians, and other celebrities. By selling VirtualStax Cards, celebrities would be able “to monetize their social media following.”

A private placement memorandum issued by the company in March 2021 includes the following disclaimer:

THIS INVESTMENT INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS WHO CAN BEAR THE ECONOMIC RISK FOR AN INDEFINITE PERIOD OF TIME AND WHO CAN AFFORD TO LOSE THEIR ENTIRE INVESTMENT. FURTHERMORE, INVESTORS MUST UNDERSTAND THAT THIS INVESTMENT IS ILLIQUID AND IS EXPECTED TO CONTINUE TO BE ILLIQUID FOR AN INDEFINITE PERIOD OF TIME. NO PUBLIC MARKET EXISTS FOR THE SECURITIES, AND NO PUBLIC MARKET IS EXPECTED TO DEVELOP FOLLOWING THIS OFFERING. SEE “RISK FACTORS.”

Celebration’s cash reserves in mid-2021, when Weems decided to invest in TurnCoin, were substantially diminished and the Church could not afford to bear such a high risk for an indefinite period. Moreover, as mentioned above, the Board—not Weems—had authority to approve these decisions. Nevertheless, Weems acted unilaterally without presenting these proposed expenditures to the Board for its review and approval. As stated in the private placement memorandum, these funds are illiquid and cannot currently be accessed or utilized by the Church or entities.

Weems was also deceptive about the TurnCoin investments. When he first approached another pastor and friend about investing in TurnCoin, The pastor declined. Needing to bundle investors to qualify as a legacy investor, Weems decided to fund the pastor’s investment through Celebration. Weems directed the Church’s accounting staff to transfer \$100,000 to the pastor’s ministry account from the Church’s Heart for the House Pentecost Offering. Heart for the House is a giving campaign in which Celebration’s members are encouraged to make sacrificial, meaningful offerings to fund initiatives to transform lives through Jesus Christ. Weems told Celebration staff that the funds were to be used for a revival. Later, the pastor told the Church that Weems had directed him to invest the funds in TurnCoin as part of Weems’ legacy investment group, which he did. To date, the funds have not been used for a revival.

Weems was also deceptive in how he showed these investments on Celebration's financial statements. In an email dated May 5, 2021, Weems instructed the Church's Human Resources Director that the TurnCoin investment be shown "as a cash currency on the books just like Bitcoin would." But TurnCoin is a digital security, not a cryptocurrency. TurnCoin is currently illiquid and cannot be sold on a market – it is not a "cash currency." Identifying TurnCoin as a currency on Celebration's balance sheets is a fundamental mischaracterization of the asset.

In total, \$500,000 in Church debt was invested in TurnCoin, but only \$100,000 was invested in the Church's name. The remaining \$400,000 was given away to other entities that Weems controlled (Honey Lake Farms, AWKNG) or people with whom he had a personal relationship.

None of these transactions were presented to or authorized by the Board, as required by the Church's articles of incorporation, bylaws, and Board policies regarding expenditures.⁷ Furthermore, high-risk investments such as these are inconsistent with the Church's investment risk profile and its duty to serve as a faithful steward of sacrificially-donated funds.

4. Fraudulent mischaracterization and cancellation of Honey Lake Farms debt

Over the years, the Church made intercompany loans for the development and operation of Honey Lake Farms. These loans included a loan of \$1,366,471.43 for the construction of a lodge building at the Farms. For years, this amount had been reflected as an asset of the Church (Accounts Receivable) and a liability of the Farms (Accounts Payable).

In January 2021, Weems inquired as to whether this loan should be forgiven by the Church. When it was explained to him that a consequence of the loan's forgiveness would be a negative impact to the Church's financial position, he determined that was not in the Church's best interest and dropped the matter.

In August 2021, Weems applied for a loan from First Citizens Bank on behalf of Honey Lake Farms, Inc. In connection with the application, HLF submitted financial statements to support its loan application. These statements, consistent with their historical characterizations, showed this as a liability of HLF. However, in order to improve HLF's financial statement to increase the likelihood of the loan's approval, Weems unilaterally determined to recharacterize this as an asset of the Farms, not a liability. He first told First Citizens that Honey Lake Clinic actually owed this money to the Farms. When the bank attempted to clarify this with the Clinic, the Clinic declined to recognize it as a legitimate receivable (because it wasn't).

⁷ In 2020, the Board imposed a limit of \$5,000 on expenditures that did not require Board authorization. Any expenses over this amount were required to be approved by the Board. The Board imposed this policy to prevent situations like this.

When the bank officer questioned the legitimacy of this entry (describing it as improper accounting), Weems expressed exasperation that the bank would attempt to confirm the information on the financial statements submitted by HLF (“I can’t believe she asked [redacted] to do that.”). The officer and Celebration’s bookkeeping staff had a call in which the officer informed Celebration that the manipulation of financial statements in connection with a loan application was extremely serious and improper. To “resolve” the issue, Weems directed the Church’s accountants to write off the \$1.3 million debt on the Church’s books so that it could be deleted as a liability on HLF’s books. At Weems’ direction, HLF’s financial statements were revised to reflect this \$1.3 million improvement in its financial position. All of this was done without board authorization at a time when the Church’s financial position had eroded significantly.

The fraudulent manipulation of HLF’s financial statements and unauthorized debt forgiveness in connection with a loan application violates Florida and federal law.

5. Misappropriation of Designated Funds

At Weems’ direction, AWKNG solicited members of the Church to donate funds that AWKNG was to use for missions trips. Ultimately, AWKNG received donations in the amount of \$29,486.75 that were solicited and designated for missions trips. After AWKNG was shut down in January 2021, Celebration was required to assume responsibility for conducting those mission trips. Despite Celebration’s repeated requests, AWKNG has refused to transfer these designated funds to the Church or to account for their whereabouts. It therefore appears that AWKNG used these designated funds for an improper and unauthorized purpose.

6. BBVA/PNC Bank Termination of access to credit lines

For years, the Church used BBVA Compass (now PNC Bank) as its primary bank and lender. In 2019, BBVA issued Celebration a credit line of \$2 million that was linked to 75 credit cards that church staff used for operational expenses across the Church’s many locations. This credit line was contingent on Celebration maintaining a balance of \$2 million in deposits at the bank. Credit cards were also issued to AWKNG and Honey Lake Farms, Inc. Those entities’ cards were not linked to the Church’s operating accounts.

In January 2021, Weems directed new CFO Tojy Thomas to switch banks from BBVA to First Citizens Bank. This decision was unilaterally made without regard to the impact that this move could have on the Church’s credit line. After the banking change, a minimal amount of money remained with BBVA but the church still depended on the credit cards to fund operational expenses and manage its cash balance.

On November 8, 2021, PNC notified the church that AWKNG (operated by Weems) had missed a payment. This default triggered the bank to evaluate all related accounts. PNC’s evaluation led to a reduction in Celebration’s commercial credit card limit from \$2 million to \$200,000 because Celebration had moved its operating account. Because the Church averaged \$400,000 per month in credit card expenses, the reduction in this credit line significantly limited the Church’s ability to fund operations and almost wiped out all

its cash reserves. The Church attempted to acquire new commercial credit cards with First Citizens but they were only willing to offer a \$70,000 limit given the significant financial losses the church had suffered to date. On April 8, 2022, PNC announced that it was revoking Celebration's credit line in its entirety, leaving the Church in a cash-only position.

The loss of the Church's access to short-term credit has resulted in a significant impact to its operations. This was caused by Weems' depletion of the Church's cash reserves through the above unauthorized transactions and his hasty and poor decision-making.

III. CONCLUSIONS

Through the actions described above, Stovall Weems violated the law by breaching his fiduciary duties to Celebration, committing fraud, unjustly enriching himself at the expense of the Church, and failing to meet the fiduciary duties and standards of care required by his office. He has brought Celebration to the brink of insolvency. The current amount of Accounts Receivable that remain outstanding and unpaid is \$3,389,835 (excluding the embezzled profit from the Shellcracker sale). But for the steadying leadership of Pastor Tim Timberlake and the actions of Celebration's Board, Celebration would have likely already failed as an institution.

Spiritually, the Weemeses have acted with arrogance, pride, deception, manipulation, selfishness, dishonesty, greed, entitlement, conceit, and unrepentance. In short, the antithesis of biblical leadership as described in scripture:

Watch out for false prophets. They come to you in sheep's clothing, but inwardly they are ferocious wolves. By their fruit you will recognize them. Do people pick grapes from thornbushes, or figs from thistles? Likewise, every good tree bears good fruit, but a bad tree bears bad fruit. A good tree cannot bear bad fruit, and a bad tree cannot bear good fruit. Every tree that does not bear good fruit is cut down and thrown into the fire. Thus, by their fruit you will recognize them.

Matthew 7:15-20.

To the elders among you, I appeal as a fellow elder and a witness of Christ's sufferings who also will share in the glory to be revealed: Be shepherds of God's flock that is under your care, watching over them—not because you must, but because you are willing, as God wants you to be; not pursuing dishonest gain, but eager to serve; not lording it over those entrusted to you, but being examples to the flock.

1 Peter 5:1-3.

Whoever aspires to be an overseer desires a noble task. Now the overseer is to be above reproach, faithful to his wife, temperate, self-controlled, respectable, hospitable, able to teach, not given to drunkenness, not violent but gentle, not quarrelsome, not a lover of money. He must manage his own family well and see that his children obey him, and he must do so in a manner worthy of full[a] respect. (If anyone does not know how to manage his own family, how can he take care of God's church?)

1 Timothy 3:1-5.

An elder must be blameless, faithful to his wife, a man whose children believe and are not open to the charge of being wild and disobedient. Since an overseer manages God's household, he must be blameless—not overbearing, not quick-tempered, not given to drunkenness, not violent, not pursuing dishonest gain. Rather, he must be hospitable, one who loves what is good, who is self-controlled, upright, holy and disciplined. He must hold firmly to the trustworthy message as it has been taught, so that he can encourage others by sound doctrine and refute those who oppose it.

Titus 1:6-9.

The biblical standards for leadership in the church are high, and Stovall and Kerri Weems have demonstrated a longstanding pattern of falling short of this measure. Pastors, employees, trustees, friends, co-workers, and independent consultants have attempted to address these failings without success. Worse, the Weemses are completely unrepentant. Instead of accepting this investigation with humility, they have sought to attack and undermine it, by making statements to the news media and on their social media accounts and by attempting to seize control of the Church through the court system. Stovall Weems has repeatedly disparaged the Church's leaders and has refused to accept any responsibility for the trauma and profound hurt that he and Kerri Weems have caused to many. Through their actions, Stovall and Kerri Weems have disqualified themselves from pastoral leadership.

1 Timothy 5:19-20 lays out a process by which the Weemses are to be rebuked, and the Church's bylaws provide for a process of conciliation that Celebration should follow. Additionally, the Church should consider taking the following recommended actions.

IV. RECOMMENDATIONS

1. Accept the resignation of Stovall Weems and Kerri Weems as employees of Celebration effective April 15, 2022 without further compensation or benefits.
2. Pursue the permanent removal of Stovall Weems and Kerri Weems from any positions of authority relating to the Church, Honey Lake Farms, Honey Lake Clinic, and AWKNG.
3. Require Stovall Weems and Kerri Weems to account for and return to the Church all funds misappropriated by them.
4. Remove Stovall Weems and Kerri Weems from the parsonage and sell the property.
5. Require Northstream Management, Habitat for Wholeness, Honey Lake Farms and AWKNG to repay all receivables and loans made by the Church to those entities.
6. Report these findings to the appropriate authorities to determine whether criminal charges should be brought.
7. Engage in the Christian Conciliation Process outlined in Celebration's bylaws.

A 440 Rev. 06 12 Summons in a Civil Action

NIT D STAT S DISTRICT C RT

for the
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHARLES S. WEEMS, IV an individual, KERRI WEEMS, an individual
and CELEBRATION GLOBAL, INC., a Florida not for profit
corporation, HONEY LAKE FARMS, INC., a Florida not for profit
corporation, NORTHSTREAM MANAGEMENT GROUP, LLC, a
Florida limited liability company, and WEEMS GROUP, LLC, a Florida
limited liability company,

Plaintiff(s)

v.

Civil Action No.

ASSOCIATION OF RELATED CHURCHES, a Texas not for profit
corporation, CHRIS HODGES, individually, DINO RIZZO, individually,
and JOHN SEIBELING, individually

Defendant(s)

SUMMONS IN A CIVIL ACTION

To (Defendant's name and address)

ASSOCIATION OF RELATED CHURCHES
c/o its Registered Agent
David Middlebrook
Middlebrook Goodspeed, PLLC
611 S. Main Street, Suite 50
Grapevine, Texas 76051

A la suit has been filed against you.

Within 21 days after service of this summons on you not counting the day you received it or 60 days if you
are the nited States or a nited States agency, or an officer or employee of the nited States described in Fed. R. Civ.
P. 12 a 2 or 3 you must serve on the plaintiff an ans er to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The ans er or motion must be served on the plaintiff or plaintiff s attorney,
hose name and address are

Shane B. Vogt
David A. Hayes
TURKEL CUVA BARRIOS, P.A.
100 N. Tampa Street, Suite 1900
Tampa, Florida 33602
svogt@tcb-law.com
dhayes@tcb-law.com

If you fail to respond, udgment by default ill be entered against you for the relief demanded in the complaint.
ou also must file your ans er or motion ith the court.

CLERK OF COURT

Date

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
as received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ or

I returned the summons unexecuted because _____ or

other *(specify)*: _____

My fees are _____ for travel and _____ for services, for a total of _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc

A 440 Rev. 06 12 Summons in a Civil Action

NIT D STAT S DISTRICT C RT

for the
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHARLES S. WEEMS, IV an individual, KERRI WEEMS, an individual
and CELEBRATION GLOBAL, INC., a Florida not for profit
corporation, HONEY LAKE FARMS, INC., a Florida not for profit
corporation, NORTHSTREAM MANAGEMENT GROUP, LLC, a
Florida limited liability company, and WEEMS GROUP, LLC, a Florida
limited liability company,

Plaintiff(s)

v.

Civil Action No.

ASSOCIATION OF RELATED CHURCHES, a Texas not for profit
corporation, CHRIS HODGES, individually, DINO RIZZO, individually,
and JOHN SEIBELING, individually

Defendant(s)

SUMMONS IN A CIVIL ACTION

To (Defendant's name and address)

CHRIS HODGES
1207 Legacy Drive
Birmingham, Alabama 35242

A la suit has been filed against you.

Within 21 days after service of this summons on you not counting the day you received it or 60 days if you
are the nited States or a nited States agency, or an officer or employee of the nited States described in Fed. R. Civ.
P. 12 a 2 or 3 you must serve on the plaintiff an ans er to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The ans er or motion must be served on the plaintiff or plaintiff s attorney,
hose name and address are

Shane B. Vogt
David A. Hayes
TURKEL CUVA BARRIOS, P.A.
100 N. Tampa Street, Suite 1900
Tampa, Florida 33602
svogt@tcb-law.com
dhayes@tcb-law.com

If you fail to respond, udgment by default ill be entered against you for the relief demanded in the complaint.
ou also must file your ans er or motion ith the court.

CLERK OF COURT

Date

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
as received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ or

I left the summons at the individual s residence or usual place of abode ith *(name)* _____
_____, a person of suitable age and discretion ho resides there,
on *(date)* _____, and mailed a copy to the individual s last kno n address or

I served the summons on *(name of individual)* _____, ho is
designated by la to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ or

I returned the summons une ecuted because _____ or

ther *(specify)*:

My fees are _____ for travel and _____ for services, for a total of _____ 0.00 _____ .

I declare under penalty of per ury that this information is true.

Date _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc

A 440 Rev. 06 12 Summons in a Civil Action

NIT D STAT S DISTRICT C RT

for the
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHARLES S. WEEMS, IV an individual, KERRI WEEMS, an individual
and CELEBRATION GLOBAL, INC., a Florida not for profit
corporation, HONEY LAKE FARMS, INC., a Florida not for profit
corporation, NORTHSTREAM MANAGEMENT GROUP, LLC, a
Florida limited liability company, and WEEMS GROUP, LLC, a Florida
limited liability company,

Plaintiff(s)

v.

Civil Action No.

ASSOCIATION OF RELATED CHURCHES, a Texas not for profit
corporation, CHRIS HODGES, individually, DINO RIZZO, individually,
and JOHN SEIBELING, individually

Defendant(s)

SUMMONS IN A CIVIL ACTION

To (Defendant's name and address)

DINO RIZZO
825 Crown Circle
Birmingham, Alabama 35242

A la suit has been filed against you.

Within 21 days after service of this summons on you not counting the day you received it or 60 days if you
are the nited States or a nited States agency, or an officer or employee of the nited States described in Fed. R. Civ.
P. 12 a 2 or 3 you must serve on the plaintiff an ans er to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The ans er or motion must be served on the plaintiff or plaintiff s attorney,
hose name and address are

Shane B. Vogt
David A. Hayes
TURKEL CUVA BARRIOS, P.A.
100 N. Tampa Street, Suite 1900
Tampa, Florida 33602
svogt@tcb-law.com
dhayes@tcb-law.com

If you fail to respond, udgment by default ill be entered against you for the relief demanded in the complaint.
ou also must file your ans er or motion ith the court.

CLERK OF COURT

Date

Signature of Clerk or Deputy Clerk

Civil Action No. _____

PROOF OF SERVICE

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as received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
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on *(date)* _____, and mailed a copy to the individual s last kno n address or

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designated by la to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ or

I returned the summons une ecuted because _____ or

ther *(specify)*: _____

My fees are _____ for travel and _____ for services, for a total of _____ 0.00 _____ .

I declare under penalty of per ury that this information is true.

Date _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc

A 440 Rev. 06 12 Summons in a Civil Action

NIT D STAT S DISTRICT C RT

for the
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

CHARLES S. WEEMS, IV an individual, KERRI WEEMS, an individual
and CELEBRATION GLOBAL, INC., a Florida not for profit
corporation, HONEY LAKE FARMS, INC., a Florida not for profit
corporation, NORTHSTREAM MANAGEMENT GROUP, LLC, a
Florida limited liability company, and WEEMS GROUP, LLC, a Florida
limited liability company,

Plaintiff(s)

v.

Civil Action No.

ASSOCIATION OF RELATED CHURCHES, a Texas not for profit
corporation, CHRIS HODGES, individually, DINO RIZZO, individually,
and JOHN SEIBELING, individually

Defendant(s)

SUMMONS IN A CIVIL ACTION

To (Defendant's name and address)

JOHN SEIBELING
211 Lagrange Creek Drive
Eads, Tennessee 38028

A la suit has been filed against you.

Within 21 days after service of this summons on you not counting the day you received it or 60 days if you
are the nited States or a nited States agency, or an officer or employee of the nited States described in Fed. R. Civ.
P. 12 a 2 or 3 you must serve on the plaintiff an ans er to the attached complaint or a motion under Rule 12 of
the Federal Rules of Civil Procedure. The ans er or motion must be served on the plaintiff or plaintiff s attorney,
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Shane B. Vogt
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Tampa, Florida 33602
svogt@tcb-law.com
dhayes@tcb-law.com

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Date

Signature of Clerk or Deputy Clerk

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I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____, and mailed a copy to the individual's last known address or

I served the summons on *(name of individual)* _____, who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ or

I returned the summons unexecuted because _____ or

other *(specify)*: _____

My fees are _____ for travel and _____ for services, for a total of _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc