

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

Case No.

Division:

CELEBRATION CHURCH OF)
JACKSONVILLE, INC., a Florida)
corporation,)

Plaintiff,)

v.)

CHARLES S. (“STOVALL”) WEEMS, IV,))
and KERRI WEEMS, individuals,)

Defendants.)
_____)

COMPLAINT FOR EVICTION AND DAMAGES

Celebration Church of Jacksonville, Inc. sues defendants Charles S. “Stovall” Weems, IV and Kerri Weems, and alleges:

1. Celebration is a not-for-profit corporation organized under the laws of Florida. Celebration’s principal place of business is located in Jacksonville, Florida.
2. Stovall and Kerri Weems are individuals who reside in Jacksonville, Florida.
3. This Court has jurisdiction pursuant to FLA. STAT. § 83.59.
4. Venue is proper because the residential premises that form the basis of this action is located in Jacksonville, Florida.
5. On June 6, 2021, Celebration purchased the real property and improvements located at 16073 Shellcracker Road, Jacksonville, Florida 32226 (the “Shellcracker Property”). The church’s purchase of this property was not authorized by

the church's board but instead was unilaterally made by Stovall Weems on behalf of both the buyer—Celebration—and the seller—Weems Group, LLC—of which Stovall Weems was the manager. This purchase was not disclosed to or approved by Celebration's board, in direct violation of the church's governing documents and Florida law.

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

7. The Weemses purport to live at the Shellcracker property by virtue of Stovall Weems' former position at the church. But on April 15, 2022, Stovall Weems resigned his position and terminated all affiliations with the church.

8. Before he resigned, Stovall Weems was being paid a monthly salary. Pursuant to FLA. STAT. § 83.46(3), the tenancy is therefore presumed to be month-to-month.

9. On April 19, 2022, April 26, 2022, and May 16, 2022, Celebration notified the Weemses to vacate the Shellcracker Property by May 31, 2022¹ so that the property can be marketed and sold. Copies of Celebration's notices are attached as Composite Exhibit A.

10. The Weemses have refused to vacate the Shellcracker property.

11. Celebration has retained the undersigned law firm and is obligated to pay its attorneys' fees and costs in bringing this action. Pursuant to FLA. STAT. §§ 83.48 and 83.59, Celebration is entitled to recover its attorneys' fees and costs from the Weemses.

12. All conditions precedent to bringing this action have occurred, been performed, or been waived.

¹ When the church realized the initial deadline of May 30, 2022 was Memorial Day, it agreed to extend the deadline to May 31, 2022.

13. The Ecclesiastical Abstention Doctrine does not apply to prevent this Court from exercising subject-matter jurisdiction over this dispute because the issues here do not involve matters of church government or discipline, and instead relate solely to neutral principles of law involving this property dispute that do not implicate any issues of doctrinal controversy. Accordingly, this civil action is constitutionally permissible. *See Jones v. Wolf*, 443 U.S. 595, 602 (1979).

14. Pursuant to FLA. STAT. § 83.59, Celebration is entitled to summary procedure as set forth in FLA. STAT. § 51.011, and the court should advance the cause on its calendar.

COUNT I
Eviction

15. Celebration incorporates by reference the allegations contained in paragraphs 1 through 12 above.

16. This is an action to evict tenants from residential real property located in Jacksonville, Duval County, Florida.

17. Celebration owns the Shellcracker Property.

18. The Weemses remain in possession of the Shellcracker Property despite Stovall Weems' resignation of employment, the Weemses' refusal to pay rent, and the church's demands that the Weemses vacate the premises.

19. There is no oral or written agreement for the Weemses to remain in possession of the Shellcracker Property. The Weemses have no right, title, or interest in or to the Shellcracker Property.

WHEREFORE, Celebration Church of Jacksonville, Inc. demands judgment for possession of the Shellcracker Property against defendants Charles S. “Stovall” Weems, IV and Kerri Weems, together with attorneys’ fees and costs.

COUNT II
Damages

20. Celebration incorporates by reference the allegations contained in paragraphs 1 through 12 above.

21. This is an action for damages that do not exceed \$30,000, exclusive of interest, attorneys’ fees, and costs.

22. Pursuant to FLA. STAT. § 83.46, Celebration is entitled to rent for the period of April 15, 2022—the day of Stovall Weems’ resignation—until the day that the Shellcracker Property is vacated at a rate equivalent to the rate charged by similarly situated residences in the area, plus interest.

23. Celebration seeks damages in accrued but unpaid rent, rent that will accrue following the filing of this action, and damages to the Shellcracker Property that become evident after the defendants are evicted.

WHEREFORE, Celebration Church of Jacksonville, Inc. demands judgment for damages against defendants Charles S. “Stovall” Weems, IV and Kerri Weems, together with attorneys’ fees and costs.

Dated: this 1st day of June, 2022.

NELSON MULLINS RILEY &
SCARBOROUGH LLP

By: /s/ Lee D. Wedekind, III

Lee D. Wedekind, III
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**COMPOSITE
EXHIBIT A**

Lee D. Wedekind, III
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50 N. Laura Street, 41st Floor
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T 904.665.3600 F 904.665.3699
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April 19, 2022

By email

Christopher J. Greene
Purcell, Flanagan, Hay & Greene, P.A.
1548 Lancaster Terrace
Jacksonville, FL 32204
cgreene@pfhglaw.com

Re: Notice to Vacate Premises

Dear Chris:

This acknowledges receipt of your clients' resignation from all positions at Celebration Church of Jacksonville, Inc. effective as of April 15, 2022. Accordingly, notice is hereby given that Stovall and Kerri Weems are to vacate the premises located at 16073 Shellcracker Road, Jacksonville, Florida 32226. Please provide declaration pages for all insurance policies currently covering the property.

Please also contact me at your earliest convenience to discuss the timing of the Weemses' vacation of the premises. Thank you for your cooperation.

Very truly yours,



Lee D. Wedekind, III

LDW/aa

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April 26, 2022

By email

Christopher J. Greene
Purcell, Flanagan, Hay & Greene, P.A.
1548 Lancaster Terrace
Jacksonville, FL 32204
cgreene@pfhglaw.com

Re: Vacation of 16073 Shellcracker Road

Dear Chris:

On Sunday, the Board of Trustees of Celebration Church of Jacksonville, Inc. formally accepted the resignation of Stovall Weems effective on April 15, 2022. The Board also approved a deadline of May 30, 2022 for Stovall and Kerri Weems to vacate the Shellcracker property. We also understand that the Weemses have been storing taxidermy and other personal items at the church's Regency location. These items also need to be removed by the Weemses by May 30.

Thank you for your cooperation.

Very truly yours,



Lee D. Wedekind, III

LDW/aa

cc: Kristin Ahr, Esq.

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May 16, 2022

By email

Devin Richards, Esq.
Purcell, Flanagan, Hay & Greene
1548 Lancaster Terrace
Jacksonville, FL 32204
DRichards@pfhglaw.com

Re: Vacation of Shellcracker Road property

Dear Devon:

This responds to your May 13, 2022 letter, in which you claim that the Parsonage Use License Agreement permits Stovall and Kerri Weems to reside in the Shellcracker property until their deaths. This position is incorrect for the following reasons:

1. The Parsonage Use License Agreement does not apply to the Shellcracker property. The agreement defines “Parsonage” as “the real property owned by the Church that is located at 4504 Hunterston Lane, Jacksonville, FL 32224.” It does not reference or apply to any other property.
2. The agreement terminated by operation of Section 1(B) when the Weemses abandoned the Parsonage by moving their permanent residence elsewhere. The use of the disjunctive “or” and the plain language of that subsection makes clear that the agreement terminated when “*any one* of the following events of termination occurs.”

The Weemses have no legal right to continue possessing or using the Shellcracker property. If they refuse to vacate the property by May 31, Celebration will be forced to have them removed by operation of law.

Thank you for your cooperation.

Very truly yours,



Lee D. Wedekind, III

LDW/aa