

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Contract

Court File No. _____

Saran B. Crayton, as Personal Representative
of the Estate of Cecelia Fletcher Jenkins,

Plaintiff,

vs.

SUMMONS

McLemore Construction, Inc.,
Neeko Lamont McLemore, individually,
Charles Edward Carter, individually,
Pamela Denise Carter, individually,
Zac L. Enterprise LLC, and
Zachary Lockett, individually,

Defendants.

THIS SUMMONS IS DIRECTED TO MCLEMORE CONSTRUCTION, INC., NEEKO LAMONT MCLEMORE, CHARLES EDWARD CARTER, PAMELA DENISE CARTER, ZAC L. ENTERPRISE LLC AND ZACHARY LUCKETT.

1. **YOU ARE BEING SUED.** The Plaintiff has started a lawsuit against you. The Plaintiff's Complaint against you is attached to this Summons. Do not throw these papers away. They are official papers that affect your rights. You must respond to this lawsuit even though it may not yet be filed with the Court and there may be no court file number on this Summons.
2. **YOU MUST REPLY WITHIN 21 DAYS TO PROTECT YOUR RIGHTS.** You must give or mail to the person who signed this Summons a written response called an Answer within 21 days of the date on which you received this Summons. You must send a copy of your Answer to the person who signed this Summons located at:

James A. Reichert
JAMES A. REICHERT, LLC
400 South Fourth Street, Suite 1025
Minneapolis, MN 55415

Rockford Chrastil
CHRASTIL LAW
400 South Fourth Street, Suite 1025
Minneapolis, MN 55415

3. **YOU MUST RESPOND TO EACH CLAIM.** The Answer is your written response to the Plaintiff's Complaint. In your Answer you must state whether you agree or disagree with each paragraph of the Complaint. If you believe the Plaintiff should not be given everything asked for in the Complaint, you must say so in your Answer.
4. **YOU WILL LOSE YOUR CASE IF YOU DO NOT SEND A WRITTEN RESPONSE TO THE COMPLAINT TO THE PERSON WHO SIGNED THIS SUMMONS.** If you do not answer within 21 days, you will lose this case. You will not get to tell your side of the story, and the Court may decide against you and award the Plaintiff everything asked for in the Complaint. If you do not want to contest the claims stated in the Complaint, you do not need to respond. A default judgment can then be entered against you for the relief requested in the Complaint.
5. **LEGAL ASSISTANCE.** You may wish to get legal help from a lawyer. If you do not have a lawyer, the Court Administrator may have information about places where you can get legal assistance. **Even if you cannot get legal help, you must still provide a written Answer to protect your rights or you may lose the case.**
6. **ALTERNATIVE DISPUTE RESOLUTION.** The parties may agree to or be ordered to participate in an alternative dispute resolution process under Rule 114 of the Minnesota General Rules of Practice. You must still send your written response to the Complaint even if you expect to use alternative means of resolving this dispute.

Dated: March 28, 2025

/s/ James A. Reichert

James A. Reichert, #90281
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Attorneys for Plaintiff

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Contract

Court File No. _____

Saran B. Crayton, as Personal Representative
of the Estate of Cecelia Fletcher Jenkins,

Plaintiff,

COMPLAINT

vs.

McLemore Construction, Inc.,
Neeko Lamont McLemore, individually,
Charles Edward Carter, individually,
Pamela Denise Carter, individually,
Zac L. Enterprise LLC, and
Zachary Luckett, individually,

Defendants.

Plaintiff Saran B. Crayton, as Personal Representative of the Estate of Cecelia Fletcher Jenkins ("Plaintiff") as and for her Complaint against Defendants McLemore Construction, Inc., Neeko Lamont McLemore, Charles Edward Carter, Pamela Denise Carter, Zac L. Enterprise LLC and Zachary Luckett (collectively "Defendants") states and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Saran B. Crayton is the biological daughter of Cecelia Fletcher Jenkins and the duly appointed Personal Representative of her estate. Ms. Jenkins was a resident of the state of Minnesota prior to her passing. Plaintiff brings this action on behalf of the Estate to recover damages arising from the fraudulent conduct, financial exploitation, and breach of trust committed against her mother.

2. Cecelia Fletcher Jenkins (“Cecelia”) was the owner of 2250 Larry Lane, Newport, Minnesota 55055 (“the Property”). At the time of the events giving rise to this action, Cecelia was a 78-year-old recent widow and a former preacher’s wife, having been married to the late Reverend Richard Jenkins for nearly 60 years. Cecelia was an active member of St. Albans Church for approximately six years prior to her passing. During that time, she came to know and trust the individual defendants through their roles in church leadership, including those who held themselves out as spiritual advisors.

3. Defendant McLemore Construction, Inc. (“McLemore”) is a residential building contractor licensed by the state of Minnesota with its registered office located at 950 Fuller Street, Apt. 1, in the city of St. Paul, county of Ramsey, state of Minnesota.

4. Defendant Neeko Lamont McLemore (“Neeko”) is a resident of Minnesota and the sole owner, officer and member of McLemore Construction, Inc., a Minnesota corporation. He holds a qualifying builder registration and serves as the qualifying person for McLemore Construction, Inc. Upon information and belief, McLemore also operated under the trade name Zac L. Enterprise LLC, and acted as an agent of St. Albans Church, performing construction-related services on behalf of or in conjunction with other church leaders involved in the fraudulent scheme described herein.

5. Defendants Charles Edward Carter and Pamela Denise Carter (“Charles and Pamela”) are individuals and residents of the state of Minnesota. At all relevant times, Charles Carter held himself out as a project manager for McLemore Construction, Inc., while Pamela Carter was involved in managing financial transactions related to construction and insurance matters. Both held spiritual leadership positions at St. Albans Church, serving respectively as

Deacon and Evangelist, roles that gave them positions of trust and influence within the church community, including with Plaintiff's late mother, Cecelia F. Jenkins. Charles and Pamela are husband and wife and acted individually, jointly, and in concert with others in the events giving rise to this action.

6. Defendant Zac L. Enterprise LLC ("Zac") is a Minnesota limited liability company with its principal place of business in Ramsey County, Minnesota. Defendant Zachary Luckett ("Luckett") is the sole owner and managing member of Zac and is a resident of the state of Minnesota. At all relevant times, Luckett also served as an associate minister at St. Albans Church, where he held a position of spiritual leadership and influence over members of the congregation, including Cecelia Jenkins.

7. Upon information and belief, Zac was hired by Defendant Pamela Carter to perform a roof replacement at Cecelia's residence. Neither Zac nor Luckett held the proper licenses to perform roofing, electrical, or general contracting work in Minnesota. During the course of the project, Luckett also held himself out as a representative of McLemore Construction, Inc., and his involvement forms part of the coordinated conduct, giving rise to this action.

8. Jurisdiction and venue are proper in this Court pursuant to Minnesota Statutes §§ 484.01 and 542.09, as this is a civil action involving claims for relief exceeding \$15,000, and substantial parts of the events and omissions giving rise to the claims occurred in Ramsey County, Minnesota. Additionally, multiple defendants reside in or conduct business within Ramsey County.

FACTUAL BACKGROUND

9. At all relevant times, Defendants Pamela Carter, Charles Carter, Zachary Lockett, and Neeko McLemore were members of the same congregation as the decedent, Cecelia Fletcher Jenkins, at St. Albans Church of God in Christ Church, now known as St. Albans Church, located in St. Paul, Minnesota (hereinafter, referred to as “the Church.”). As an elderly and respected member of the Church, Cecelia Jenkins was affectionately referred to as “Mother Jenkins” by the members of the congregation, including the individual defendants.

10. The majority of the individual defendants held spiritual leadership roles within the Church, which contributed to their positions of influence and trust over Cecelia Jenkins.

- a. Pamela Carter served as an Evangelist and is the sister of the Church’s pastor.
- b. Charles Carter was a Deacon and brother-in-law of the Church’s pastor.
- c. Zachary Lockett also known as “Rev. Lockett”, served as an Associate Minister.
- d. Neeko McLemore was a member of the Church, though his specific leadership role, if any is currently unknown.

11. On July 26, 2023, Cecelia Jenkins lost her husband the late Reverend Richard Jenkins, Sr., a Vietnam veteran and retired VA chaplain. He was interred with military honors at Fort Snelling National Cemetery on August 14, 2023. Cecelia, then 77 years old, was left emotionally vulnerable and grieving the loss of her lifelong partner.

12. In the months following her husband’s death, Cecelia Jenkins increasingly looked to members of her Church for emotional support and guidance. Defendant Pamela Carter, who served as an Evangelist at St. Albans Church, became a spiritual figure in Cecelia’s life. Cecelia

listed her in her mobile phone contacts as “Evangelist Pamela Carter,” and often referred to her as Evangelist Pam, indicating the level of spiritual trust and reverence she placed in Pamela. Over time, this relationship evolved into one where Pamela’s guidance extended beyond prayer and scripture, and into Cecelia’s personal and financial affairs.

13. On December 7, 2023, Defendant Pamela Carter, sent a text message to Cecelia Jenkins confirming a mortgage loan or refinance consultation scheduled for Friday, December 8, 2023 at SPIRE Credit Union, now known as Blaze Credit Union, in Vadnais Heights, Minnesota. SPIRE was not Cecelia’s financial institution; but was one where Pamela Carter held membership and banking relationships. In a follow up message that same day, Pamela asked Cecelia whether she would meet her there or preferred to ride together, writing “Whatever is best for you.” These communications demonstrate Pamela’s role in coordinating and controlling the logistics of the transaction, reinforcing her position of authority and influence.

14. On December 12, 2023, Defendant Pamela Carter sent a text message to Cecelia Jenkins regarding the mortgage loan closing appointment that was scheduled on December 13, 2023. This communication followed the refinance consultation Pamela arranged at SPIRE Credit Union (now Blaze Credit Union) less than a week earlier. Although Pamela had previously arranged refinance consultation, the mortgage documents were not finalized and signed until January 17, 2024. The loan totaled \$268,000.00. Pamela continued to involve herself in scheduling, communication, and coordination with the lender, despite holding no power of attorney, guardianship, or other formal financial authority over Cecelia.

15. Upon information and belief, during the refinance process at SPIRE Credit Union (now Blaze Credit Union), Pamela Carter presented herself to bank personnel as Cecelia Jenkins’

daughter, daughter in law, or helper, and instructed loan officers to contact her directly regarding the loan. It was further represented that Cecelia would be “with her” during calls or appointments, allowing Pamela to maintain control over the process and communications. Pamela made these representations without any legal authority and without Cecelia having granted her power of attorney or agency.

16. On December 14, 2023, Pamela Carter sent a text message to Cecelia suggesting that she purchase a 2021 Mazda CX-30 that was under a lease by Valerie Land—Pamela’s sister and the sister of Pastor William Land. At the time, Cecelia already owned a functioning vehicle and had not previously expressed a desire to purchase another. The timing and nature of the suggestion, immediately following the mortgage appointment, indicate that Pamela was actively directing the use of Cecelia’s yet to be disbursed mortgage funds to benefit her own family members.

17. On January 17, 2024, five days before the refinance proceeds were deposited into Cecelia’s account, Pamela Carter sent a text message to her referencing “design fees” for Valerie Land, Pamela’s sister and the sister of Pastor William Land. No written contract, invoice, or agreement exists between Valerie Land and Cecelia Jenkins related to design services.

18. On January 17, 2024, Cecelia signed a mortgage agreement with Blaze Credit Union for \$268,000.00, formalizing the cash-out refinance arranged by Pamela Carter. The mortgage funds-totaling \$81,215.97 in net proceeds were disbursed to Cecelia’s newly opened account on January 22, 2024. The following day on January 23, 2024, Cecelia transferred \$79,876.97 into Pamela Carter’s personal bank account at Blaze Credit Union. This transfer occurred without a written contract, invoice or fiduciary authorization, and, upon information

and belief, was made at the direction or urging of Pamela Carter, who held no legal authority over Cecelia's affairs. Upon information and belief, upon receipt of the mortgage funds Pamela Carter commingled Cecelia's money with her own personal finances, and made numerous cash withdrawals and paid for personal expenses unrelated to the intended remodeling.

19. On January 22, 2024, at the request of Pamela Carter, Cecelia Jenkins sent Pamela her homeowner's insurance information, including the name of the company, her policy number, and the customer service phone number. This exchange occurred on the same day that the mortgage proceeds were deposited into Cecelia's account and further reflects Pamela's active role in managing and accessing Cecelia's personal financial and property-related information.

20. On January 22, 2024, Pamela Carter initiated a homeowner's insurance claim with Trumbull Insurance Company (a subsidiary of The Hartford) on behalf of Cecelia Jenkins, alleging hail damage to Cecelia's property. Pamela filed the claim using the insurance information Cecelia had texted her earlier that day, despite not being listed on the policy and having no legal authority or written authorization to act on Cecelia's behalf.

21. In connection with the insurance claim filed on January 22, 2024, Pamela Carter falsely represented herself to Trumbull Insurance Company as Cecelia Jenkins' daughter, despite not being related to Cecelia by blood, marriage, or legal designation. This misrepresentation enabled Pamela to communicate directly with the insurer and exercise control over the claim process.

22. As previously noted, on January 23, 2024, Cecelia Jenkins transferred \$79,876.97 to Pamela Carter's personal account at Blaze Credit Union. In the weeks leading up to that transfer, Pamela Carter was extensively involved in the refinance process, communicating

directly with Blaze representatives regarding the loan application, the property appraisal, and the projected amount of net proceeds. These communications further demonstrate Pamela's central role in orchestrating the transaction and in shaping how the mortgage funds would ultimately be used.

23. On February 1, 2024, Plaintiff received a phone call from her younger sister, who expressed concern that Cecelia Jenkins had recently taken out a mortgage and transferred money to Evangelist Pamela Carter. She further reported that construction workers from the Church were presently working at Cecelia's home and had begun demoing the upstairs. The sister also mentioned that Pamela Carter had accompanied Cecelia to the bank to obtain the mortgage loan and helped her gather documentation. This call was the first time Plaintiff became aware of active construction or financial transfers related to her mother's property.

24. On February 2, 2024, Plaintiff directed her sister and brother-in-law to visit Cecelia's property to document the construction. They observed that Charles Carter (Pamela's husband and a deacon), Neeko McLemore (owner of McLemore Construction), was working on the home. According to Plaintiff's relatives' firsthand observations, Neeko McLemore was working on the floor inside the residence. Upon information and belief, when asked about building permits, one of the men responded that permits had not been pulled because "it would cost more money." Plaintiff's relatives took photographs of the worksite, which reflected demolition and incomplete framing inside the home.

25. Later that evening, Plaintiff received a phone call from Cecelia, who was joined on a three-way call with Pamela Carter. Pamela stated that she had prompted Cecelia to call her daughter to assure her that "everything was fine." During the call, Plaintiff asked whether any

written contracts, itemized estimates, or accounting documents existed for the remodeling work. Cecelia did not provide a clear answer, and Pamela repeatedly interrupted and deflected, asserting that everything was under control and that Cecelia would receive an accounting “at the end.” Pamela framed the situation in spiritual terms, stating that she was operating “under God’s law, not man’s law.”

26. On or about February 3, 2024, the Plaintiff obtained a copy of a signed estimate document related to the construction work. The estimate lists a date of January 29, 2024, and includes Cecelia’s authentic signature. However, the date next to her signature appears to have read initially February 3, 2024, and was crossed out and replaced with the earlier date of January 29, 2024. The timing of this document, which surfaced shortly after Plaintiff demanded something in writing during the February 2, 2024 phone call, raises serious concerns that Cecelia was pressured or manipulated into signing a backdated contract to justify work that had already begun and funds that had already been spent. A separate estimate also bears the date January 29, 2024; however, it is unclear whether either estimate was submitted to the insurance company.

27. Upon information and belief, both estimates stated that “All Payments are to be made to Charles Carter,” who is the husband of Pamela Carter and served as a Deacon at St. Albans Church. Prior to this, there was no written agreement, license, or contract authorizing Charles Carter to receive or manage funds for construction. The estimates were vague, lacked itemization, and did not reference any business entity, raising concerns that they were created after work had already begun and to justify the payments made to Charles Carter. Notably, the estimates used the informal phrase “Our Price / Your Cost,” which, upon information and belief, was intended to give Cecelia the impression that she was receiving a significant personal

discount or favor—reinforcing her trust in the arrangement and discouraging her from questioning the transaction.

28. The only written contract associated with the remodeling work at Cecelia Jenkins' home is the signed estimate dated January 29, 2024, which includes Cecelia's signature and outlines a total price of \$40,800.00. This document functioned as the sole agreement between Cecelia Jenkins and Charles Carter. Included in the scope of work were a master bathroom renovation, kitchen renovation, master bedroom refinish, guest bedroom refinish, dining room, living room, and hallway refinish, as well as plumbing, electrical, and demolition activities. The total contract price was listed as \$40,800.00.

29. Upon information and belief, neither Pamela Carter nor Charles Carter held a valid residential building contractor's license at any relevant time. Despite this, they engaged in remodeling activities at Cecelia Jenkins' home, including demolition, plumbing, electrical, and structural work. They also failed to obtain the required permits from the local building authority for plumbing, electrical, or remodeling work as required by Minnesota law.

30. The contract stated that the total price covered labor only and that materials were to be provided by Cecelia. It required a \$17,500.00 down payment and \$17,500.00 upon completion, leaving a remaining balance of \$5,800.00 unexplained.

31. On February 3, 2024, Pamela Carter sent a text message to Cecelia stating: "Mother Jenkins, if your daughter ask (sic) why the total project doesn't match the payment schedule of \$40,800 is because you won't have enough money to pay \$40,800. So you're receiving an additional \$5800 as a donation. This is if she wants to know." The daughter referenced in the message is the Plaintiff. This message appears intended to preempt or deflect

anticipated questions from the Plaintiff and suggests that Pamela was crafting a justification for the discrepancy in payment amounts in anticipation of the Plaintiff's questions. The language, combined with the informal structure and phrasing in the signed estimate, raises further concerns that the financial arrangements were designed to appear generous or spiritually motivated, potentially to discourage scrutiny or negotiation by Cecelia Jenkins.

32. Upon information and belief, these documents lacked standard contractual protections, such as itemized materials, warranties, start and completion dates, or a payment schedule. The vague structure, spiritual overtones, and familial connections between Pamela Carter, Charles Carter, and other church members raise serious concerns about the legitimacy of the transaction and the extent to which Cecelia was influenced by trust rather than informed consent.

33. Trumbull Insurance Company approved a claim for roof repairs and interior ceiling work in the living room, hallway, and bedrooms at Cecelia Jenkins' residence. A cash value payment of \$15,848.25 was issued to Cecelia. However, because the work was not completed in a timely manner, Cecelia did not receive an additional \$5,670.93 in recoverable depreciation that would have otherwise been paid upon completion of the repairs.

34. On February 8, 2024, the Commissioner of the Minnesota Department of Labor and Industry issued an order revoking the residential building contractor license of McLemore Construction, Inc. due to the company's failure to pay taxes owed to the Minnesota Department of Revenue. After receiving the necessary tax clearance certificate, the Commissioner reinstated McLemore Construction, Inc.'s license effective April 19, 2024.

35. On February 14, 2024, Cecelia Jenkins issued a cashier's check in the amount of \$1,021.89 to Charles Carter, indicating that the funds represented insurance money designated for ceiling repairs. This payment further demonstrates Charles Carter's continued receipt of funds connected to the remodeling project, including those derived from the homeowner's insurance claim.

36. On or about February 19, 2024, a 2021 Mazda previously leased by Valerie Land, the sister of Pamela Carter, was transferred to Cecelia Jenkins. Prior to this transfer, \$26,200.00 of the \$79,876.97 that had been deposited into Pamela Carter's personal account was used to pay off the remaining balance on the vehicle lease. This transaction reflects a significant expenditure of Cecelia's mortgage funds for the benefit of a family member of Pamela Carter.

37. Upon information and belief, neither Pamela Carter nor Charles Carter held a valid residential building contractor's license at any relevant time. Despite this, they engaged in remodeling activities at Cecelia Jenkins' home, including demolition, plumbing, electrical, and structural work. They also failed to obtain the required permits from the local building authority for plumbing, electrical, or remodeling work as required by Minnesota law.

38. Upon information and belief, Neeko McLemore and Zachary Luckett worked alongside Charles Carter on the remodeling project at Cecelia Jenkins' home. McLemore Construction, Inc., through McLemore, contracted with Cecelia to perform roofing, electrical, and remodeling work, including activities tied to an insurance claim submitted to Trumbull Insurance Company. Upon information and belief, McLemore Construction, Inc. also operates under Zac L. Enterprise LLC.

39. On February 27, 2024, Pamela Carter issued a payment of \$12,000.00 to Zac L. Enterprise LLC ("Zac"), a company owned and operated by Zachary Lockett, for roof replacement work at Cecelia Jenkins' home. This payment was made following the disbursement of insurance proceeds related to roof damage. While McLemore Construction, Inc. obtained a roofing permit from the City of Newport, it remains unclear whether a written contract or itemized invoice specifically documenting the scope of Zac's work exists. The overlapping identities and functions of McLemore Construction and Zac complicate the documentation trail and raise questions about project transparency and accountability.

40. Zac L. Enterprise LLC does not hold a residential building contractor, residential remodeler, or residential roofer license in the state of Minnesota. Zachary Lockett ("Lockett") is the manager of Zac and directed the company's involvement in the remodeling activities at Cecelia Jenkins' home

41. On February 27, 2024, Cecelia Jenkins issued a second cashier's check to Charles Carter in the amount of \$15,848.25, designated for roof replacement. This amount matched the actual cash value payment previously issued by Trumbull Insurance Company for roof and ceiling repairs at Cecelia's residence. When combined with the earlier check for \$1,021.89 related to ceiling repairs, Cecelia paid a total of \$16,870.14 to Charles Carter from funds derived from the homeowner's insurance claim.

42. Cecelia Jenkins did not enter into any written or verbal contract with Charles Carter specifically for the roof replacement or interior ceiling repairs covered by the Trumbull Insurance Company claim. There is no documentation indicating that Charles Carter was authorized to receive, manage, or direct the use of the insurance proceeds for this work. His

receipt of \$16,870.14 in insurance-related funds occurred without any contractual basis or formal assignment of responsibility.

43. On February 29, 2024, Zachary Lockett sent an email to Pamela Carter instructing her to forward an invoice and photographs to Trumbull Insurance Company for purposes of obtaining payment under the roof and ceiling repair claim. This communication demonstrates Lockett's direct involvement in managing the insurance claim and coordinating the submission of materials necessary to trigger disbursement of funds.

44. The invoice dated February 29, 2024, was issued in the name of McLemore Construction, Inc. The scope of work and associated costs listed on the invoice were as follows:

*All work included in CJ's claim with Trumbull	\$23,019.18
*Remove and install 15 sheets of sheetrock	\$ 3,225.00
*Electrical: remove and replace ceiling light fixtures	\$ 765.00
*30-yard dumpster	\$ 650.00

Despite multiple requests, Plaintiff did not receive this invoice—or any related documentation or contracts tied to the Trumbull Insurance Company claim—prior to or during the relevant events. The lack of transparency surrounding the invoicing process further supports claims of mismanagement and improper oversight regarding the use of Cecelia Jenkins' insurance funds.

45. The February 29, 2024 invoice issued under the name of McLemore Construction, Inc. listed a subtotal of \$27,659.18, along with an additional, unidentified charge of \$5,531.84, bringing the total invoiced amount to \$33,191.02. Zachary Lockett signed the invoice and identified himself as "President/Manager." The basis for the additional charge of \$5,531.84 was not explained or supported by line-item details, and no accompanying documentation has been provided to substantiate this amount.

46. McLemore Construction, Inc. does not hold a valid Minnesota electrical contractor license and was not authorized to perform the electrical work listed in the February 29, 2024 invoice or covered under the Trumbull Insurance Company claim.

47. As of February 29, 2024, Zachary Luckett was neither an owner nor an officer of McLemore Construction, Inc., despite identifying himself as “President/Manager” on the invoice submitted to Trumbull Insurance Company

48. As of February 29, 2024, neither McLemore Construction, Inc. nor Neeko McLemore had provided written notice to the Minnesota Department of Labor and Industry regarding any changes in ownership, control, officers, or directors, as required under Minn. Stat. § 326B.805, subd. 5(b).

49. The \$12,000.00 payment issued by Pamela Carter to Zac L. Enterprise LLC was not directed to or received by McLemore Construction, Inc., despite the invoice for the roof and interior work being submitted under McLemore’s name.

50. On March 6, 2024, McLemore Construction, Inc. obtained a building permit from the City of Newport for the roof replacement at Cecelia Jenkins’ home. However, at the time the permit was issued, McLemore’s residential building contractor license had been revoked by the Minnesota Department of Labor and Industry and had not yet been reinstated. This raises questions about the validity of the permit and further supports allegations that unlicensed construction work was knowingly pursued in violation of state law.

51. The City of Newport has no record of an electrical permit issued for the electrical work described in the February 29, 2024 invoice submitted under the name of McLemore Construction, Inc., as outlined in Paragraph 43 above. The absence of a required electrical permit

for this work further evidences McLemore's performance of regulated activities without proper authorization and supports claims of regulatory noncompliance, misrepresentation, and lack of oversight.

52. The written contract between McLemore Construction, Inc. and Cecelia Jenkins did not include required performance guidelines, statutory warranties, notice of exclusions, the right to inspect and offer repair, or information about the home warranty dispute resolution process, as mandated by Minn. Stat. §§ 326B.809 and 327A.08(c). The omission of these statutory disclosures further supports allegations that McLemore failed to comply with Minnesota residential contracting laws and deprived Cecelia Jenkins of critical consumer protections.

53. During February 2024, Charles Carter commenced remodeling work at Cecelia Jenkins' home. The work included carpentry, drywall installation, interior finishing, electrical, and plumbing activities. Despite the scope of regulated trades involved, no building, electrical, or plumbing permits were obtained from the City of Newport for the work performed. The failure to secure required permits further demonstrates noncompliance with state and municipal construction regulations and supports claims of unlicensed contracting and negligent oversight.

54. Pamela and Charles Carter advised the Minnesota Department of Labor and Industry that they had hired the following subcontractors to perform work on Cecelia Jenkins' interior remodeling project:

*CEC	Project Manager	\$8,770.06
*McLemore	Flooring	\$2,000.00
*Aaron Boone ("Boone")	Construction Labor	\$9,000.00
*Granite Innovations LLC	Countertops	\$3,005.00
*David Ibarro ("Ibarro")	Drywall/tape/mud	\$2,000.00

*Mr. Air Handler

Duct work

\$1,600.00

Despite repeated requests by the Plaintiff for a full accounting of expenditures related to the mortgage and insurance proceeds, Pamela and Charles Carter never provided this subcontractor breakdown or any related documentation to the Plaintiff or Cecelia Jenkins' estate. The lack of transparency further supports claims of mismanagement, concealment, and improper handling of funds.

55. Neither Aaron Boone nor David Ibarro are registered contractors with the Minnesota Department of Labor and Industry, as required by Minn. Stat. § 326B.701 for individuals performing residential construction services. Upon information and belief, Aaron Boone is also a member of St. Albans Church. Their unregistered status and church affiliation further underscore the lack of regulatory compliance, inadequate oversight, and blurred lines between spiritual and financial relationships that characterized the remodeling work performed at Cecelia Jenkins' home.

56. On April 6, 2021, Neeko McLemore of McLemore Construction, Inc. publicly posted photographs of remodeling work performed in the bathroom of Cecelia Jenkins' home. The post included a caption stating, "Spirit is a little heavy not the same with Out [sic] my senior family here but we still have to finish the job we started pray for our strength to move forward and finish strong amen." The photographs depicted drywall installation, interior finishing, carpentry, and plumbing work. Upon information and belief, Charles Carter worked alongside McLemore on this earlier project, which was never completed. Despite receiving payment—no written contract was ever provided to Cecelia Jenkins. The City of Newport has no record of building or plumbing permits issued for this project. These events were disclosed by Plaintiff in a

formal complaint to the Minnesota Attorney General's Office on September 16, 2023, which was subsequently forwarded to Pastor William Land. The religious tone of McLemore's post, referring to Cecelia as "senior family" and requesting prayers to "finish the job," further supports the Plaintiff's claim that religious trust and emotional influence were used to manipulate Cecelia Jenkins into permitting unlicensed and undocumented work. This prior history of unlicensed, undocumented, and incomplete work further supports claims of unlicensed contracting, financial exploitation, constructive fraud.

57. In early April 2024, Cecelia Jenkins suffered multiple strokes, resulting in her hospitalization and a significant decline in her physical and cognitive functioning. This marked a turning point in her health and further impaired her ability to oversee, question, or challenge the financial and construction-related decisions being made on her behalf.

58. On April 16, 2024, Cecelia Jenkins' daughters, Saran Crayton and Nreka Cooper, were appointed as her emergency legal guardians and conservators by order of the appropriate Minnesota court. This legal appointment reflected Cecelia's diminished capacity and transferred formal authority over her personal and financial affairs to her daughters. The guardianship and conservatorship status further underscores the need for transparency and accountability in the management of Cecelia's mortgage and insurance funds.

59. In April 2024, while Cecelia was hospitalized following multiple strokes, Plaintiff and other family members informed Pastor William Land of St. Albans Church of serious concerns regarding the financial handling of Cecelia Jenkins' mortgage proceeds—specifically, the transfer of those funds into Pamela Carter's personal account. These concerns were brought to Pastor Land's attention on multiple occasions. Although he initially appeared empathetic and

acknowledged that “right is right, and wrong is wrong,” he later stated that “there are two sides to every story,” and ultimately made it clear to the family that he did not want to be involved. He further stated that he had never visited Cecelia’s home and declined to investigate or intervene in the actions of his sister, Pamela Carter, or brother-in-law, Charles Carter, despite their leadership positions in the church.

60. Also on April 18, 2024, Charles Carter asked for two insurance checks that he knew were mailed out on April 2, 2024 by Trumbull to Cecelia. He stated that they were payment for additional roof work.

61. On April 20, 2024, Saran Crayton met Charles Carter at the property to review the status of the project. Charles advised that the work would be finished in three weeks.

62. Also on April 20, 2024, Saran Crayton sent a text message to Charles Carter, providing her email address and requesting financial documentation. The message read: “Looking forward to receiving a full accounting thus far, including signed contracts, itemization and original receipts on Monday. I understand your intention is to be here between 1 and 1:30 pm from our preceding call.” This request was made in the context of ongoing concerns regarding the management of Cecelia Jenkins’ mortgage and insurance proceeds and the need for transparency regarding expenditures and contractual obligations.

63. On or about April 22, 2024, McLemore, Neeko and Charles Carter ceased work on the property.

64. On or about April 20–22, 2024, Defendant Pamela Carter responded to the Plaintiff’s request for an accounting of the mortgage and insurance proceeds. In a series of emails, she acknowledged receiving and managing the funds, and attached a partial set of receipts she

claimed were related to work done on Cecelia Jenkins' home. The receipts lacked itemization, several were unrelated to property repairs, and none were accompanied by a signed agreement, contract, or original invoice from licensed contractors. Pamela's emails reflect her view that she had unilateral discretion over the funds, despite not having any legal or fiduciary authority to act on Cecelia's behalf.

65. On April 25, 2024, Cecelia passed away.

66. On September 3, 2024, the building official for the city of Newport, the senior inspector, and an electrical inspector reviewed the work performed on Cecelia's house.

They found:

- a. Building and plumbing permits were required for Respondents' work in CJ's kitchen; primary bedroom; primary bathroom; guest bedroom; and dining room, living room, and hallway.
- b. The kitchen area was missing lighting and cabinets, and a vent was not installed to the outside.
- c. The work in the primary bedroom had not been completed.
- d. The primary bathroom was in a rough-in stage and has an open plumbing vent.
- e. No work had been performed in the guest bedroom.
- f. The dining room and hallway were missing trim and doors.
- g. The entryway was missing a door and trim.
- h. The stairs were not covered or completed and were in a rough-in stage.
- i. No ice and water photos had been provided to the city of Newport for the roof replacement and no final inspection had been requested.

j. No electrical permit was obtained for the extensive electrical work performed.

k. At least 16 electrical violations of the National Electrical Code were observed.

67. Additionally, no photos showing the required ice and water shield were provided for the roof replacement as required by the city of Newport.

68. To date, the project remains incomplete.

69. To date, none of the \$96,747.11 paid by Cecelia to Charles Carter and/or Pamela Carter has been refunded.

COUNT I

BREACH OF CONTRACT

70. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

71. Defendants, individually and jointly, breached their contract(s) with Cecelia by failing to be properly licensed to do the work, by failing to obtain required permits, by performing work outside of their licenses or registrations, by negligently performing their work and by failing to complete their work.

COUNT II

FRAUD

72. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

73. Defendants, individually and jointly, engaged in fraudulent, deceptive or dishonest practices by:

- a. Performing or offering to perform electrical work without a license or registration.
- b. Performing or offering to perform plumbing work without a license or registration.
- c. Failing to provide photos of the roof replacement to the city of Newport and obtain a passing final inspection.
- d. Failing to obtain an electrical permit.
- e. Failing to obtain a plumbing permit.
- f. Failure to hire licensed contractors to perform the plumbing, electrical and construction work.
- g. Making false representations to Cecelia's insurance company (Pamela Carter).
- h. Misappropriating payments received from Cecelia.
- i. Contracting to perform work while their license was suspended (McLemore).

COUNT III

CIVIL THEFT / CONVERSION

(Minn. Stat. § 604.14)

74. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

75. Defendants, individually and jointly, wrongfully took possession of and misappropriated Cecelia Jenkins' funds, including but not limited to \$79,876.97 in mortgage proceeds and insurance disbursements totaling \$16,870.14. These funds were obtained through deception, without contractual authority, and were used for personal expenses unrelated to any legitimate remodeling or repair work.

76. Although Defendant Pamela Carter orchestrated and directly received the initial financial transfers, other Defendants, including Charles Carter, Neeko McLemore, McLemore Construction, Zachary Lockett, and Zac L. Enterprise LLC, knowingly received, retained, or benefited from funds obtained through theft and conversion. Each defendant acted in concert with or provided substantial assistance to Pamela Carter and others in carrying out this unlawful taking.

77. As a direct and proximate result of Defendants' actions, Cecelia Jenkins was deprived of her rightful property and suffered financial loss. Pursuant to Minn. Stat. § 604.14, Plaintiff is entitled to treble damages, costs, and reasonable attorney's fees.

COUNT IV

UNLICENSED CONTRACTING AND CONSUMER FRAUD

(Minn. Stat. §§ 326B.805 and 325F.69)

78. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

79. Defendants performed residential construction services, including roofing, plumbing, and electrical work, without being properly licensed, and failed to obtain the required permits as mandated under Minnesota law. Defendants also engaged in deceptive trade practices by misrepresenting their qualifications, failing to provide statutory notices, and concealing the true nature and cost of the services from Cecelia Jenkins and her estate.

80. These acts constitute consumer fraud in violation of Minn. Stat. § 325F.69, entitling Plaintiff to relief including damages, attorney's fees, and equitable remedies.

COUNT V**BREACH OF FIDUCIARY DUTY AND CONSTRUCTIVE FRAUD**

81. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

82. Defendants Pamela Carter and Charles Carter occupied positions of trust, spiritual leadership, and influence over Cecelia Jenkins. They assumed responsibility for coordinating financial and contractual matters related to Cecelia's home and finances, despite having no formal legal authority.

83. Defendants abused that trust by misappropriating funds, misrepresenting the nature and use of those funds, failing to provide contractual safeguards, and exercising undue influence over Cecelia Jenkins during a time of grief and vulnerability.

84. As a result of these breaches, Plaintiff has suffered damages and is entitled to both equitable and monetary relief.

COUNT VI**CIVIL CONSPIRACY AND AIDING AND ABETTING**

85. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as if fully restated herein.

86. Defendants Charles Carter, Neeko McLemore, McLemore Construction, Zachary Luckett, and Zac L. Enterprise knowingly conspired and acted in concert with Pamela Carter to misappropriate mortgage and insurance proceeds belonging to Cecelia Jenkins. Each of these Defendants either directly benefited from the funds, actively participated in the scheme, or substantially assisted in the commission of civil theft, conversion, and fraud.

87. As a result of this concerted and knowing misconduct, Plaintiff has suffered damages and is entitled to full recovery against all co-conspirators.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment in her favor and against Defendants, jointly and severally, as follows:

1. For general, special, and compensatory damages in an amount exceeding \$50,000 or such other amount as may be proven at trial;
2. For treble damages, costs, and reasonable attorney's fees pursuant to Minn. Stat. § 604.14 for civil theft/conversion;
3. For restitution and disgorgement of all funds wrongfully obtained by Defendants, including but not limited to mortgage proceeds, insurance payments, and other unjust benefits;
4. For a full accounting and tracing of all funds received or disbursed by Defendants in connection with the remodeling project and financial dealings with Cecelia Jenkins;
5. For equitable relief, including imposition of a constructive trust over any funds or property wrongfully acquired by Defendants from Cecelia Jenkins;
6. For a finding that Defendants are jointly and severally liable under theories of civil conspiracy and aiding and abetting, and for the imposition of full liability on all co-conspirators for damages caused by the collective misconduct;
7. For costs, disbursements, and attorney's fees as allowed by statute or equity; and
8. For such other and further relief as the Court deems just, proper, and equitable under the circumstances.

Dated: March 28, 2025

/s/ James A. Reichert

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ACKNOWLEDGMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded to the opposing party or parties pursuant to Minn. Stat. Section 549.211.

Dated: March 28, 2025

/s/ James A. Reichert

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