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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
COUNTY OF KING

RACHEL KELLOGG, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

CHURCHHOME, a Washington non-profit
corporation; JUDAH SMITH, individually and
on behalf of the marital community
composed of JUDAH SMITH and CHELSEA
SMITH; CHELSEA SMITH, individually and on
behalf of the marital community composed of
CHELSEA SMITH and JUDAH SMITH; and
DAVID KROLL individually and on behalf of
the marital community composed of DAVID
KROLL and JENNA KROLL,

Defendants.

NO.

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Rachel Kellogg, by her undersigned counsel, for her class action complaint
against Defendants Churchhome, Judah Smith, Chelsea Smith, and David Kroll alleges as follows:

I. INTRODUCTION

1.1 Nature of Action. Defendants Churchhome, Judah Smith, Chelsea Smith, and David
Kroll have operated up to five brick-and-mortar churches in Kirkland, Issaquah, Bothell, and
Seattle, Washington, and one in Los Angeles, California, as well as a global online church, jointly
employing at least one hundred other employees during the last three years. Together, these

1 Defendants have engaged in a systemic scheme of wage and hour abuse against their
2 employees, including the requirement that all employees rebate ten percent of their gross
3 earned wages back to Defendants in the form of tithes on a monthly basis or face actual or
4 threatened pressure, discipline, or termination. Defendants' conduct violates Washington's
5 Wage Rebate Act, RCW 49.52.050-.060, WAC 296-126-028, and Washington's Consumer
6 Protection Act, chapter 19.86 RCW.

7 1.2 Plaintiff and Class members are current and former Churchome employees who
8 have been victimized by Defendants' unlawful compensation practices, unfair or deceptive acts
9 or practices, and unfair methods of competition. This lawsuit is brought as a class action under
10 Washington law to recover unlawfully rebated wages, which must be returned to Plaintiff and
11 those similarly situated.

12 II. JURISDICTION AND VENUE

13 2.1 Jurisdiction. Defendants are within the jurisdiction of this Court. Defendants do
14 business in Washington and have operations in King County, and Defendant Churchome's
15 headquarters are in Kirkland, King County, Washington. Defendants are registered to do
16 business in Washington. Defendants have obtained the benefits of the laws of Washington and
17 of Washington's retail and labor markets.

18 2.2 Venue. Venue is proper in King County because Defendants operate and transact
19 business in King County, and Plaintiff performed work for Defendant in King County.

20 2.3 Governing Law. The claims asserted on behalf of Plaintiff and members of the
21 Class are brought solely under state law causes of action and are governed exclusively by
22 Washington law.

23 2.4 Lack of CAFA Jurisdiction. Federal jurisdiction is inappropriate under the Class
24 Action Fairness Act, 28 U.S.C. § 1332(d)(2) because the amount in controversy does not exceed
25 the sum or value of \$5,000,000, exclusive of interest and costs. Alternatively, federal
26 jurisdiction is inappropriate under 28 U.S.C. § 1332(d)(4)(A) because more than two-thirds of
27 the members of the proposed plaintiff classes in the aggregate are citizens of Washington;

1 Defendant Churchome is a defendant from which significant relief is sought by members of the
2 plaintiff class; the alleged conduct of Defendant Churchome forms a significant basis for the
3 claims asserted by the proposed plaintiff class; Defendant Churchome is a citizen of
4 Washington; the principal injuries resulting from the alleged conduct were incurred in
5 Washington; and during the three-year period preceding the filing of this action, no other class
6 action has been filed asserting same or similar factual allegations against Defendants on behalf
7 of the same or other persons.

8 III. PARTIES

9 3.1 Plaintiff Rachel Kellogg. Plaintiff Rachel Kellogg has worked for Defendants since
10 December 2019, first as a Production Assistant, then as a Brand Video Editor, and currently as a
11 Post-Production Producer. Between December 2019 and July 2022, Ms. Kellogg lived in
12 Washington and primarily performed her work remotely from her home. In July 2022, Ms.
13 Kellogg moved to the greater Greenville, South Carolina, area and has continued working
14 remotely for Defendants in Washington.

15 3.2 Defendant Churchome. Defendant Churchome is a Washington non-profit
16 corporation headquartered in Kirkland, Washington, that has employed or jointly employed
17 Plaintiff and at least one hundred other employees during the class period.

18 3.3 Defendant Judah Smith. Defendant Judah Smith is the Lead Communicator of
19 Churchome and also served as Lead Pastor during the class period. Defendant Judah Smith is
20 listed as a Governor on Churchome's corporate registration records on file with the Washington
21 Secretary of State. Defendant Judah Smith has been responsible for setting policies and
22 practices at Churchome relating to employee tithing, which Plaintiff and Class members have
23 been required to follow. At all relevant times, Defendant Judah Smith has been married to
24 Defendant Chelsea Smith and has done the acts complained of in pursuit of financial gain or
25 livelihood for himself individually and for the benefit of his marital community. Defendant
26 Judah Smith has employed or jointly employed Plaintiff at least one hundred other employees
27 during the class period.

1 3.4 Defendant Chelsea Smith. Defendant Chelsea Smith is the Lead Theologian of
2 Churchome and also served as Lead Pastor during the class period. Defendant Chelsea Smith
3 has been responsible for setting policies and practices at Churchome relating to employee
4 tithing, which Plaintiff and Class members have been required to follow. At all relevant times,
5 Defendant Chelsea Smith has been married to Defendant Judah Smith and has done the acts
6 complained of in pursuit of financial gain or livelihood for herself individually and for the
7 benefit of her marital community. Defendant Chelsea Smith has employed or jointly employed
8 Plaintiff and least one hundred other employees during the class period.

9 3.5 Defendant David Kroll. Defendant David Kroll is the Chief Executive Officer of
10 Churchome. Defendant Kroll is listed as a Governor on Churchome’s corporate registration
11 records on file with the Washington Secretary of State. Defendant Kroll has been responsible
12 for setting policies and practices at Churchome relating to employee tithing, which Plaintiff and
13 Class members have been required to follow. At all relevant times, Defendant David Kroll has
14 been married to Jenna Kroll and has done the acts complained of in pursuit of financial gain or
15 livelihood for himself individually and for the benefit of his marital community. Defendant Kroll
16 has employed or jointly employed Plaintiff and least one hundred other employees during the
17 class period.

18 **IV. FACTUAL ALLEGATIONS**

19 4.1 Plaintiff Kellogg was hired to work for Churchome in December 2019. At the time
20 Plaintiff was hired, Defendants failed to inform her—either in their public job posting,¹
21 throughout the application process, or during orientation—of their companywide policy and
22 practice of requiring all employees to rebate ten percent of their gross earned wages back to
23 the company in the form of monthly tithing. According to Defendants’ policy, a contribution to
24 Churchome must be at least ten percent of an employee’s gross wages, given monthly. A rebate
25

26

¹ See Appendix 1, job description for Brand Video Editor, the position Ms. Kellogg initially considered in 2018. This
27 job description, which was posted to the public on Churchome’s website in 2018, fails to disclose Defendants’
requirement that all employees rebate ten percent of their wages back to the company.

1 to Churchome of less than ten percent on a monthly basis is deemed a violation of Defendants'
2 policy.

3 4.2 In April 2020, one month after Defendant Churchome halted its in-person church
4 services due to the COVID-19 quarantine, Defendant Judah Smith, then Lead Pastor, held a staff
5 meeting via videoconference. During the meeting, Defendant Judah Smith reminded all
6 employees of Defendants' policy that the employees were required to tithe ten percent of their
7 paychecks back to Churchome, warning that former employees had been fired because they
8 had failed to meet this company requirement. Indeed, Defendant Judah Smith told employees,
9 "I'll be very honest: people have already been transitioned and moved on and fired because
10 they were not tithing." Quoting a bible verse that he said former Seattle Seahawks quarterback
11 and Churchome Board Member Russell Wilson had recently sent to him, Defendant Judah
12 Smith told employees that rebating ten percent of their paychecks back to Churchome was a
13 "black and white" issue and even more important than the religious rite of taking communion.
14 Defendant Judah Smith quoted further bible scripture to imply that employees should sell their
15 "possessions and belongings" rather than fail to rebate ten percent of their paychecks back to
16 Churchome. He continued: "Giving ten percent of a paycheck that comes from the tithe—to
17 not tithe off of a paycheck that comes from a tithe doesn't work for me. I'm just going to be
18 real clear: it just doesn't work for me," Defendant Judah Smith said. While Defendant Judah
19 Smith said he did not care whether other people tithe, he said staff members and pastors of a
20 church are required to tithe to that church. Defendant Judah Smith summed up Defendants'
21 position on the issue: "You are not as invested as you think you are [in Churchome] if there's
22 not a money trail."

23 4.3 Afraid that she, too, would be disciplined or fired for not tithing, Ms. Kellogg
24 began in April 2020 to rebate ten percent of her monthly wages back to Defendants in the form
25 of tithes. Such funds were automatically withdrawn from Ms. Kellogg's checking account twice
26 a month using Churchome's electronic funds transfer system.

27

1 4.4 In August 2020, Ms. Kellogg was involved in a serious car accident when another
2 driver failed to yield the right-of-way. The impact of the collision left her with serious injuries
3 and totaled her car, requiring her to buy a new one. While she was able to purchase a new car
4 in the following months, she ultimately was saddled with higher car payments. Ms. Kellogg was
5 also required to cover several up-front medical costs as a result of the collision. These added
6 expenses created a strain on Ms. Kellogg’s finances.

7 4.5 Because of the unforeseen financial burdens related to the car accident, Ms.
8 Kellogg could not afford to continue rebating ten percent of her earnings back to her employer,
9 so she stopped tithing in or around December 2020.

10 4.6 Ms. Kellogg was also required to move from her home in July 2021 because her
11 landlord did not renew her lease. The cost of rent at her new residence was substantially
12 greater than her previous rent, which caused additional financial strain.

13 4.7 Because of her financial situation, Ms. Kellogg did not rebate any portion of her
14 wages back to Defendants during 2021. In November 2021, Ms. Kellogg had a meeting over the
15 phone with Churchome’s then-Chief Creative Officer Wes Halliburton, who was one of her
16 supervisors and a member of Churchome’s leadership. Mr. Halliburton told Ms. Kellogg that she
17 needed to begin tithing the required ten percent of her wages back to Churchome every
18 month.

19 4.8 Shortly after the call, Mr. Halliburton followed up in writing using Churchome’s
20 internal messaging application, Slack, and referenced the Churchome Employee Handbook to
21 warn Ms. Kellogg of employees’ obligation to tithe. Mr. Halliburton wrote, “[I’m] not sure if you
22 have started giving since our last conversation, but that needs to happen asap.” See Appendix
23 2. Ms. Kellogg replied that she had suffered a number of unexpected expenses recently and had
24 a “very difficult year financially,” so she was unable to immediately meet Churchome’s
25 requirement to tithe ten percent of her wages each month. *Id.* However, she did offer that she
26 would try to begin meeting this requirement in January 2022 after she had saved a bit of money
27 “to create at least a little padding” in her finances. *Id.*

1 4.9 The Employee Handbook sets forth policies and procedures for all Churchome
2 employees and instructs, “We believe in the Tithe (first ten percent of our income) that belongs
3 to the Lord, offerings that are given willingly and alms that are given to the poor. We believe
4 prosperity is the will of God for every believer and always to be associated with God’s purpose.
5 (Deuteronomy 8:18; 2 Corinthians 8:9; 9:6-15).” See Appendix 3, excerpts from Churchome’s
6 Employee Handbook, at 3. It further provides, under a section titled “Working at Churchome,”
7 that “[a]s an employee of the Church, we expect you to . . . Tithe and be generous with your
8 time, finances, and other resources . . .” *Id.* at 5. Immediately following this section is the
9 Churchome policy that employment is at will and that “the Church can terminate your
10 employment relationship at any time and for any reason, with or without notice.” *Id.* Under
11 “Discipline,” the Employee Handbook provides, “All employees are expected to meet
12 Churchome’s standards of work performance. If an employee does not meet these standards,
13 the Church may, under appropriate circumstances, take corrective action, up to and including
14 termination.” *Id.* at 35. Among the areas the Employee Handbook contemplates a need for
15 discipline or corrective action is, “general compliance with the Church’s policies and procedures
16 and/or other disciplinary problems.” *Id.*

17 4.10 On January 18, 2022, Ms. Kellogg received a written reprimand from her
18 immediate supervisor Ben Sorte for failing to tithe the required ten percent of her wages back
19 to Churchome. See Appendix 4. The reprimand specifically referenced Churchome’s policy of
20 compulsory tithing, stating:

21 You are receiving this written reprimand for exhibiting misconduct.

22 ***

23 2) Tithing: Your conduct regarding company policy on Tithing has
24 not been met over a period of time and has created a pattern that
25 is in direct violation of the referenced company policy.

26 My expectations moving forward are:

27 ***

1 2) It is my expectation that you get in rhythm with our company
2 policy on tithing. While I understand the complexities of finances,
3 this is an expectation for all Churchome employees and you need
4 to correct this pattern immediately. If you have questions on what
5 tithing means or how to manage it, please let me know.

6 Due to these issues, you are being issued this written reprimand.

7 It is my hope that you will take advantage of this opportunity to
8 correct your behavior so that you may succeed in this position.
9 Please note that continued incidents of this nature may result in
10 additional, more serious disciplinary action, up to and including
11 termination.

12 *Id.*

13 4.11 On July 1, 2022, Ryan Zies, Churchome’s Marketing Director, sent out a Slack
14 message to employees in Churchome’s marketing department, saying that he wanted to “make
15 sure everyone knows that tithing is in the employee handbook and [is Churchome’s]
16 expectation of gratitude as believers.” See Appendix 5.

17 4.12 On February 28, 2023, Ms. Kellogg had a meeting with Joe Goods, Churchome’s
18 Content Director and another of Ms. Kellogg’s supervisors, about tithing. Mr. Goods told Ms.
19 Kellogg that he had looked at her record of tithes to Churchome and discovered she had only
20 done so sporadically in 2022 in amounts that were less than ten percent of her wages. Ms.
21 Kellogg told Mr. Goods that she simply could not afford to rebate ten percent of her wages back
22 to Churchome every month. Mr. Goods relayed to Ms. Kellogg that when he had previously
23 fallen on hard financial times, he chose to sell his house so that he could continue tithing to
24 Churchome rather than not tithe. Mr. Goods also informed Ms. Kellogg that Churchome would
25 be revising its Employee Handbook to more explicitly require all employees to pay ten percent
26 of their wages back to Churchome each month and that Churchome would conduct audits on
27 its tithing requirement more frequently, every six months.

4.13 On March 7, 2023, Mr. Goods followed up with a Slack message to Ms. Kellogg
informing her that the Churchome executive team expected her to begin tithing within four

1 weeks of the date of the message. See Appendix 6. Mr. Goods further suggested that other
2 Churchome employees were also being reprimanded for not tithing, saying the “executive team
3 is going through this with everyone that’s having these talks and giving more clear direction on
4 expectations.” *Id.*

5 4.14 Ms. Kellogg asked Mr. Goods if the executive team expected her to tithe the full
6 ten percent starting in four weeks and to continue doing so moving forward. Mr. Goods replied,
7 “Correct, 4 weeks from now you’re tithing.” See Appendix 7. She also asked him what would
8 happen if she was unable to meet that requirement. Mr. Goods responded by strongly
9 suggesting that she would be terminated:

10 With it being a practice of our faith on the team it is expected if
11 you’re on the team that you tithe and if not it does sound like that
12 would lead to being removed from staff.

13 *Id.*

14 4.15 In addition to these specific instances, Ms. Kellogg estimates that Churchome
15 leadership and staff have repeatedly approached her over the last several months about tithing
16 ten percent of her wages back to Churchome. Ms. Kellogg understands that Churchome
17 leadership is also approaching other employees about their failure to rebate their wages back
18 to Defendants in the form of tithes.

19 4.16 Consistent with Defendant Judah Smith’s representations in April 2020, Ms.
20 Kellogg is personally aware of at least two former Churchome employees who have been
21 terminated for violating Defendants’ policy requiring ten percent of employees’ gross earnings
22 to be paid back to Defendants in the form of tithes. Ms. Kellogg understands Defendants have
23 also terminated other employees for the same policy violations.

24 4.17 Consistent with Churchome’s failure in 2018 to disclose its tithing requirement to
25 Ms. Kellogg and the public in its Brand Video Editor job posting, Appendix 1, Defendants
26 continue to omit from their advertisements for job openings to potential applicants and the
27 public that they have a policy requiring all employees to rebate ten percent of their wages back

1 to the company. Indeed, neither Churchome’s website nor the only current job posting it
2 advertises (business manager) disclose Defendants’ tithing policy. See Appendices 8 and 9.

3 **V. CLASS ACTION ALLEGATIONS**

4 5.1 Class Definition. Under Washington Civil Rule 23, Plaintiff brings this case as a
5 class action on behalf of a Class defined as follows:

6 All individuals who are or have been employed by Churchome to
7 perform work for its Washington operations from March 21, 2019,
8 through the final disposition of this action.

9 Excluded from the Class are any entity in which Defendants have a controlling interest or which
10 has a controlling interest in any Defendant, and Defendants’ legal representatives, assignees,
11 and successors. Also excluded are the judge to whom this case is assigned and any member of
12 the judge’s immediate family.

13 5.2 Numerosity. Plaintiff believes that more than one hundred people have worked
14 for Defendants during the relevant time period.

15 5.3 Commonality. There are several questions of law and fact common to Plaintiffs
16 and Class members. These questions include, but are not limited to, the following:

17 a. Whether Defendants have engaged in a common course of requiring
18 Class members to unlawfully rebate earned wages back to Defendants in the form of tithes as
19 a condition of employment;

20 b. Whether Defendants have engaged in a common course of making
21 unlawful deductions from Class members’ wages;

22 c. Whether Defendants willfully deprived Plaintiff and Class members of
23 the wages to which they were entitled;

24 d. Whether Defendants engaged in deceptive acts or practices in relation
25 to Class members;

26 e. Whether Defendants’ deceptive acts or practices occurred in trade or
27 commerce;

1 f. Whether Defendants' deceptive acts or practices are injurious to the
2 public interest under RCW 19.86.093;

3 g. Whether Defendants deceptive acts or practices injured Class members;

4 h. Whether Defendants' deceptive acts or practices caused the injuries
5 Class members suffered;

6 i. Whether Defendants engaged in unfair acts or practices and unfair
7 methods of competition in relation to Class members;

8 j. Whether Defendants' unfair acts or practices and unfair methods of
9 competition occurred in trade or commerce;

10 k. Whether Defendants' unfair acts or practices and unfair methods of
11 competition are injurious to the public interest under RCW 19.86.093;

12 l. Whether Defendants unfair acts or practices and unfair methods of
13 competition injured Class members;

14 m. Whether Defendants' unfair acts or practices and unfair methods of
15 competition caused the injuries Class members suffered;

16 n. Whether Defendants have violated RCW 49.52.050;

17 o. Whether Defendants have violated RCW 49.52.060;

18 p. Whether Defendants have violated WAC 296-126-028;

19 q. Whether Defendants violated RCW 19.86.010-.920; and

20 r. The nature and extent of the injury to the Class and the measure of
21 compensation for such injury.

22 5.4 Typicality. Plaintiff's claims are typical of the claims of the Class. Plaintiff Kellogg,
23 like all Class members, has been a Churchome employee during the class period and has been
24 subjected to Defendants' common course of wage and hour abuse, including the same
25 companywide policies and practices regarding tithing. Plaintiff's claims, like the claims of the
26 Class, arise out of the same common course of conduct by Defendants and are based on the
27 same legal and remedial theories.

1 5.5 Adequacy. Plaintiff will fairly and adequately protect the interests of the Class.
2 Plaintiff has retained competent and capable attorneys who have significant experience in
3 complex and class action employment law litigation. Plaintiff and her counsel are committed to
4 prosecuting this action vigorously on behalf of the Class and have the financial resources to do
5 so. Neither Plaintiff nor her counsel have interests that are contrary to or that conflict with
6 those of the Class.

7 5.6 Predominance. Defendants have engaged in a common course of wage and hour
8 abuse toward Plaintiff and Class members. The common issues arising from this conduct that
9 affect Plaintiff and Class members predominate over any individual issues. Adjudication of
10 these common issues in a single action has important and desirable advantages of judicial
11 economy.

12 5.7 Superiority. Plaintiff and Class members have suffered and will continue to suffer
13 harm and damages as a result of Defendants' unlawful and wrongful conduct. Absent a class
14 action, however, most Class members likely would find the cost of litigating their claims
15 prohibitive. Class treatment is superior to multiple individual suits or piecemeal litigation
16 because it conserves judicial resources, promotes consistency and efficiency of adjudication,
17 provides a forum for small claimants, and deters illegal activities. There will be no significant
18 difficulty in the management of this case as a class action. The Class members are readily
19 identifiable from Defendants' records.

20 **VI. FIRST CLAIM FOR RELIEF**
21 **(RCW 49.52.050 – Unlawful Rebate of Wages)**

22 6.1 Plaintiff and the Class reallege and incorporate by reference each and every
23 allegation set forth in the preceding paragraphs.

24 6.2 RCW 49.52.050 provides:

25 Any employer or officer . . . or agent of any employer . . . who

26 (1) Shall collect or receive from any employee a rebate of any
27 part of wages theretofore paid by such employer to such

1 employee; or

2 ***

3 (4) Being an employer or a person charged with the duty of
4 keeping any employer's books or records shall wilfully fail or
5 cause another to fail to show openly and clearly in due course
6 in such employer's books and records any rebate of or
7 deduction from any employee's wages.

8 ***

9 Shall be guilty of a misdemeanor.

10 6.3 Under RCW 49.52.050, Plaintiff and Class members are entitled to repayment of
11 the wages unlawfully rebated.

12 6.4 RCW 49.52.070 provides that any employer who violates the foregoing statute
13 shall be liable in a civil action for twice the amount of wages unlawfully rebated, together with
14 costs of suit and reasonable attorneys' fees.

15 6.5 The alleged unlawful actions by Defendants against Plaintiff and Class members,
16 as set forth above, were committed willfully and with intent to deprive Plaintiff and Class
17 members of part of their wages.

18 6.6 As such, based on the above allegations, Defendants violated the provisions of
19 RCW 49.52.050.

20 6.7 As a result of the unlawful acts of Defendants, Plaintiff and Class members have
21 been deprived of compensation in amounts to be determined at trial and are entitled to
22 recover those rebated wages along with prejudgment interest, costs and, pursuant to RCW
23 49.48.030, attorneys' fees.

24 6.8 As a result of the unlawful acts of Defendants, Plaintiff and Class members are
25 also entitled to recover exemplary damages, attorneys' fees, and costs under RCW 49.52.070.

1 **VII. SECOND CLAIM FOR RELIEF**
2 **(RCW 49.52.060 and WAC 296-126-028 – Unlawful Deductions)**

3 7.1 Plaintiff and the Class reallege and incorporate by reference each and every
4 allegation set forth in the preceding paragraphs.

5 7.2 Pursuant to RCW 49.52.060 and WAC 296-126-028, an employer may not make
6 deductions from an employee’s wages except in limited circumstances and may not derive a
7 financial benefit from such deduction, even if it is allowed.

8 7.3 Under Washington law, deductions and rebates must be identified and recorded
9 “openly and clearly in employee payroll records.” WAC 296-126-028(5); *see also* RCW
10 49.52.060; WAC 296-128-010(9).

11 7.4 Defendants effectively made unauthorized deductions from the wages of
12 Plaintiff and Class members by requiring them to return a portion of their earned wages back to
13 Defendants or face discipline or termination.

14 7.5 Defendants derived a financial benefit from such unlawful deductions.

15 7.6 As such, based on the above allegations, Defendants violated the provisions of
16 RCW 49.52.060 and WAC 296-126-028.

17 7.7 As a result of the unlawful acts of Defendants, Plaintiff and Class members have
18 been deprived of compensation in amounts to be determined at trial and are entitled to
19 recover those unlawfully deducted wages along with prejudgment interest, costs and, pursuant
20 to RCW 49.48.030, attorneys’ fees.

21 **VIII. THIRD CLAIM FOR RELIEF**
22 **(Chapter 19.86 RCW – Deceptive Acts or Practices**
23 **in Violation of Washington’s Consumer Protection Act)**

24 8.1 Plaintiff and the Class reallege and incorporate by reference each and every
25 allegation set forth in the preceding paragraphs.

26 8.2 RCW 19.86.020 provides that “deceptive acts or practices in the conduct of any
27 trade or commerce are hereby declared unlawful.”

1 8.3 Defendants have engaged in deceptive acts or practices by requiring Plaintiff and
2 Class members to rebate a portion of their wages back to Defendants in the form of tithes.

3 8.4 Defendants' deceptive acts or practices occurred in trade or commerce.

4 8.5 Defendants' deceptive acts or practices are injurious to the public interest
5 because the conduct has injured other persons, has had the capacity to injure other persons,
6 and has the current capacity to injure other persons.

7 8.6 As a direct and proximate cause of Defendants' deceptive acts or practices,
8 Plaintiff and Class members have suffered injury.

9 8.7 As a result of Defendants' deceptive acts or practices, Plaintiffs and Class
10 members are entitled to recover treble damages, reasonable attorneys' fees, and costs
11 pursuant to RCW 19.86.090.

12 **IX. FOURTH CLAIM FOR RELIEF**
13 **(Chapter 19.86 RCW – Unfair Acts or Practices**
14 **in Violation of Washington's Consumer Protection Act)**

15 9.1 Plaintiff and the Class reallege and incorporate by reference each and every
16 allegation set forth in the preceding paragraphs.

17 9.2 RCW 19.86.020 provides that "[u]nfair methods of competition and unfair . . .
18 acts or practices in the conduct of any trade or commerce are hereby declared unlawful."

19 9.3 Defendants have engaged in unfair acts or practices and unfair methods of
20 competition by requiring Plaintiff and Class members to rebate a portion of their wages back to
21 Defendants in the form of tithes.

22 9.4 Defendants' unfair acts or practices and unfair methods of competition occurred
23 in trade or commerce.

24 9.5 Defendants' unfair acts or practices and unfair methods of competition are
25 injurious to the public interest because the conduct has injured other persons, has had the
26 capacity to injure other persons, and has the current capacity to injure other persons.
27

1 9.6 As a direct and proximate cause of Defendants' unfair acts or practices and
2 unfair methods of competition, Plaintiff and Class members have suffered injury.

3 9.7 As a result of Defendants' unfair acts or practices and unfair methods of
4 competition, Plaintiffs and Class members are entitled to recover treble damages, reasonable
5 attorneys' fees, and costs pursuant to RCW 19.86.090.

6 **X. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on her own and on behalf of Class members, prays for judgment
8 against Defendants as follows:

- 9 A. Certify the proposed Class;
- 10 B. Appoint Plaintiff as representative of the Class;
- 11 C. Declare that Defendants' actions complained of herein violate RCW 49.52.050;
- 12 D. Declare that Defendants' actions complained of herein violate RCW 49.52.060
13 and WAC 296-126-028;
- 14 E. Declare that Defendants' actions complained of herein violate Chapter 19.86
15 RCW;
- 16 F. Award compensatory damages to Plaintiff and Class members for violation of
17 Washington's wage and hour laws, in amounts to be proven at trial;
- 18 G. Award exemplary damages to Plaintiff and Class members for violation of
19 Washington's wage and hour laws, in amounts to be proven at trial;
- 20 H. Award compensatory damages to Plaintiff and Class members for violation of
21 Washington's Consumer Protection Act, in amounts to be proven at trial;
- 22 I. Award exemplary damages to Plaintiff and Class members for violation of
23 Washington's Consumer Protection Act, in amounts to be proven at trial;
- 24 J. Award Plaintiff and Class members attorneys' fees and costs, as allowed by law;
- 25 K. Award Plaintiff and Class members prejudgment and post-judgment interest, as
26 provided by law;
- 27

1 L. Permit Plaintiff and Class members leave to amend the complaint to conform to
2 the evidence presented at trial; and

3 M. Grant such other and further relief as the Court deems necessary, just, and
4 proper.

5 RESPECTFULLY SUBMITTED AND DATED this 21st day of March, 2023.

6 TERRELL MARSHALL LAW GROUP PLLC

7 By: /s/Toby J. Marshall, WSBA #32726

8 Toby J. Marshall, WSBA #32726

9 Email: tmarshall@terrellmarshall.com

10 Eric R. Nusser, WSBA #51513

11 Email: eric@terrellmarshall.com

12 Jasmin Rezaie-Tirabadi, WSBA #60285

13 Email: jrezaie@terrellmarshall.com

14 936 North 34th Street, Suite 300

15 Seattle, Washington 98103

16 Telephone: (206) 816-6603

17 Facsimile: (206) 319-5450

18 *Attorneys for Plaintiff*

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Churchome Forces Employees to Tithe 10 Percent of Wages, Class Action Alleges](#)
