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

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

9 Plaintiff,

10 v.

11 CHURCHOME, a Washington non-profit  
12 corporation; JUDAH SMITH, individually and  
13 on behalf of the marital community  
14 composed of JUDAH SMITH and CHELSEA  
15 SMITH; CHELSEA SMITH, individually and on  
16 behalf of the marital community composed of  
17 CHELSEA SMITH and JUDAH SMITH; and  
18 DAVID KROLL individually and on behalf of  
19 the marital community composed of DAVID  
20 KROLL and JENNA KROLL,

21 Defendants.

NO.

**CLASS ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

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

24 **I. INTRODUCTION**

25 1.1 Nature of Action. Defendants Churchome, Judah Smith, Chelsea Smith, and David  
26 Kroll have operated up to five brick-and-mortar churches in Kirkland, Issaquah, Bothell, and  
27 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

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

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

## II. JURISDICTION AND VENUE

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

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

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

2.4 Lack of CAFA Jurisdiction. Federal jurisdiction is inappropriate under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(2) because the amount in controversy does not exceed the sum or value of \$5,000,000, exclusive of interest and costs. Alternatively, federal jurisdiction is inappropriate under 28 U.S.C. § 1332(d)(4)(A) because more than two-thirds of 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.

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

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

#### IV. FACTUAL ALLEGATIONS

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

<sup>1</sup> See Appendix 1, job description for Brand Video Editor, the position Ms. Kellogg initially considered in 2018. This 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.

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

employee; or

\*\*\*

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

\*\*\*

Shall be guilty of a misdemeanor.

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

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

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

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

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

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

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

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

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

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

8.2 RCW 19.86.020 provides that “deceptive acts or practices in the conduct of any 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

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

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

## X. PRAYER FOR RELIEF

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

A. Certify the proposed Class;

B. Appoint Plaintiff as representative of the Class;

C. Declare that Defendants' actions complained of herein violate RCW 49.52.050;

D. Declare that Defendants' actions complained of herein violate RCW 49.52.060 and WAC 296-126-028;

E. Declare that Defendants' actions complained of herein violate Chapter 19.86 RCW;

F. Award compensatory damages to Plaintiff and Class members for violation of Washington's wage and hour laws, in amounts to be proven at trial;

G. Award exemplary damages to Plaintiff and Class members for violation of Washington's wage and hour laws, in amounts to be proven at trial;

H. Award compensatory damages to Plaintiff and Class members for violation of Washington's Consumer Protection Act, in amounts to be proven at trial;

I. Award exemplary damages to Plaintiff and Class members for violation of Washington's Consumer Protection Act, in amounts to be proven at trial;

J. Award Plaintiff and Class members attorneys' fees and costs, as allowed by law;

K. Award Plaintiff and Class members prejudgment and post-judgment interest, as provided by law;



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

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18 *Attorneys for Plaintiff*

– Appendix 1 –

# Churchome

## Job Description

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### Brand Video Editor

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#### I. PURPOSE

The Brand Video Editor is responsible for shooting and editing a variety of content to primarily support the Churchome Global app platform. This position will work closely with a group of creative producers and directors editing Branded video content to tell the story of Jesus in all various digital formats.

#### II. TARGETS

- Create compelling videos that consistently tell the story of Jesus and the Churchome community.
- Quickly assemble feedback, edits, and notes for a timely turnaround of video content to support the consistent and steady flow of content coming from Churchome.
- Collaborates and shares ideas for video content that support the Churchome storytelling brand.
- Train junior video editors on the video storytelling process at Churchome to create redundancy of the editor role and support the consistent flow of content needed to support the Churchome digital platforms.

#### III. RESPONSIBILITIES

##### Video Editing

- Build and edit various forms of video content primarily for Churchome Global, web and social media platforms.
- Proactively experiment with different versions of an edit, exploring multiple directions to present to Creative Content Director.

##### Collaboration and Planning

- Participate in storyboarding, development, and post-production of video concepts.
- Remains aware of the overall content calendar and contributes to the planning process.
- Able to self-manage in order to prioritize video content deadlines.
- Facilitate delivery of completed assets to team members as requested.

##### Train and Develop Editing Team

- Teach developing editors how to build and edit various forms of video content consistent with the Churchome voice and storytelling goals

#### IV. FOLLOW UP

- 30-Day Check-In with HR
- 90-Day Review with Creative Director
- Weekly/Bi-Weekly/Monthly Meetings w/Creative Content Director and Content Team
- Any additional team or initiative meetings as needed

## V. FOLLOW THROUGH

- If targets are being met on a consistent basis, aim to train up leaders who will step in and help create more margin for the Content Department to continue to grow.
- If targets are not being met on a consistent basis, a meeting with the Creative Content Director to evaluate and adjust targets or work to provide additional resources or support to help meet targets will be arranged.

## VI. EMPLOYMENT STANDARDS

### Education/Experience:

- Minimum of 3 years of experience building video content in a fast-paced environment.
- Specialized experience with color correction, audio mixing and utilizing video editing software.
- Experience working with Adobe Premiere, After Effects, Davince Resolve, and Apple Logic.
- Working knowledge of Frame IO, Vimeo, Slack and G-Business Suite.

### Knowledge/Skills:

- Understanding the Churchome video voice and target audiences for video content.
- A good sense of timing and visual awareness.
- A high level of attention to detail, patience, and concentration.
- The ability to work under pressure and meet tight deadlines.

Work Status: Non-Exempt, FT  
Supervisor: Creative Content Director  
Staff Supervision: None

Employees of Churchome must comply with the policies, procedures, requirements, and responsibilities set forth in the staff handbook and the church's other manuals and directives, as revised by the church from time to time. These include, for example, attendance at the weekly staff meeting, lifestyle expectations and church attendance expectations. This job description is subject to revision by Churchome at any time and for any reason. Nothing in this job description shall be construed as an implied agreement or promise of specific treatment of an employee, and it does not change the at-will employment relationship between the employee and Churchome.

– Appendix 2 –



Wes Halliburton



Wes Halliburton 10:09 PM

hey rachel!

wanted to follow up on our convo around generosity, as i mentioned on the call the goal isn't that you give a specific dollar amount every year (even though we believe in tithing and its apart of the employee handbook etc) The goal is that our team would lean into what we're doing and where we're headed with their treasure and their heart.

Im not sure if you have started giving since our last conversation, but that needs to happen asap. Let me know what your plan is and we'll go from there. thank you!

Nov 29th, 2021



Rachel Kellogg 12:46 PM

hey Wes! hope you had a great TG!

thanks for following up on this. I had a couple meetings with Ben but I'm not sure if the message was relayed or not. my plan at the moment is to start giving consistently in January if that's okay. with lots of unexpected expenses recently, i still need December to create at least a little padding to be able to commit to tithing monthly. it likely won't be a full 10% to start, but i'll be doing my best to work my way up as time goes on and my finances become a little more stable. again, money aside, i do fully believe in our vision and am in this 110% - and i can only hope leadership understands that this has been a really rough year for me. it's not that i didn't want to tithe, it's just truly been a very difficult year financially. let me know your thoughts on that plan when you get a chance!



Message Wes Halliburton



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– Appendix 3 –



## **EMPLOYEE HANDBOOK**



12. **We believe** in the Spirit-filled life, a life of separation from the world and perfecting of holiness in the fear of God as an expression of Christian faith (*Ephesians 5:18; James 1:27; II Corinthians 6:14; 7:1*).
13. **We believe** in the healing of the body by Divine Power, or Divine healing in its varied aspects as practiced in the Early Church (*Acts 4:30; Romans 8:11; I Corinthians 12:9; James 5:1*).
14. **We believe** in the Table of the Lord, commonly called Communion or the Lord's Supper, for believers (*I Corinthians 11:28-32*).
15. **We believe** in the Tithe (first ten percent of our income) that belongs to the Lord, offerings that are given willingly and alms that are given to the poor. We believe prosperity is the will of God for every believer and always to be associated with God's purpose. (*Deuteronomy 8:18; 2 Corinthians 8:9; 9:6-15*).
16. **We believe** in eternal life for believers (*John 5:24; 3:16*) and eternal punishment for unbelievers (*Mark 9:43-58; II Thessalonians 1:9; Revelation 20:10-15*).
17. **We believe** in the reality and personality of Satan and eternal judgment of Satan and his angels (*Matthew 25:41; Revelation 20:10-15*).

These statements do not exhaust the extent of our beliefs. The Bible itself, as the inspired and infallible Word of God that speaks with final authority concerning truth, morality, and the proper conduct of mankind, is the sole and final source of all that we believe. For purposes of the Church's faith, doctrine, practice, policy, and discipline, the Board of Elders is the Church's final interpretive authority on the Bible's meaning and application.

## **YOUR EMPLOYMENT**

### **WORKING AT CHURCHOME**

At Churchome, we believe that Jesus has called you to serve in your position and area of ministry during your time of employment with the Church. All of us together have the great privilege to work with Jesus as He builds His Church (Matthew 16:18).

Employees of Churchome must be born again Christians who have been baptized in water and in the Holy Spirit and are committed to growing in their faith and relationship with Jesus.

As an employee of the Church, we expect you to:

- Reflect attitudes of the Kingdom of God;
- Behave as an exemplary Christian;
- Abide by Church and department policies and work rules;
- Work with your supervisor to address problems or concerns;
- Treat fellow employees and Church members with respect;
- Make a commitment to personal excellence in your ministry performance;
- Agree with and follow the Church's Statement of Faith;
- Tithe and be generous with your time, finances, and other resources; and
- Be involved in and committed to Churchome.

As Church leaders, we must strive to be an example in our attitudes and choices. We must not use our freedom in ways that cause others to stumble (Romans 14) and must consider whether our choices in areas of conscience not only comply with Biblical guidelines and state and federal laws, but are helpful to us and to others (I Corinthians 6:12).

### **EMPLOYMENT AT WILL**

The Church follows a policy of "employment at will." This policy of employment at will means that you can terminate your employment relationship with the Church at any time and for any reason, with or without notice, and that the Church can terminate your employment relationship at any time and for any reason, with or without notice. The Church cannot guarantee permanent employment or employment for a specific term, nor will the Church adhere to or enforce any promises of permanent or specific-term employment made to an employee by any person. An employee's at will status can only be changed in a written contract between the employee and the Church that is signed by the Lead Pastor or another executive-level employee of the Church.

### **IMMIGRATION LAW COMPLIANCE & PROCEDURES**

In accordance with the U.S. Citizenship and Immigration Service's requirements, we will ask you to verify your employment eligibility. Federal law makes it unlawful to hire individuals who are

The employee must report all injuries to the Human Resources Department the same day the injury occurs. Employees have the right to seek medical care for injuries or illnesses resulting from the course of their work.

## **ON THE JOB**

### **ATTENDANCE, PUNCTUALITY AND DEPENDABILITY**

Regular and timely attendance is an essential function of every employee's job and critical to the smooth operation of Churchome. Employees are expected to be at work on all scheduled work days and during all scheduled work hours and to report to work on time. An employee must notify his or her supervisor as far in advance as possible, but not later than one hour before his or her scheduled starting time if he or she expects to be late or absent. This policy applies for each day of absence. An employee who fails to report to work or to contact his or her immediate supervisor for a period of 3 consecutive days may be considered as having voluntarily resigned. A record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. Tardiness or poor attendance may lead to disciplinary action, up to and including termination of employment.

### **DISCIPLINE**

All employees are expected to meet Churchome's standards of work performance.

If an employee does not meet these standards, the Church may, under appropriate circumstances, take corrective action, up to and including termination. The Church may use one or a number of steps to address the issue. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Church's policies and procedures and/or other disciplinary problems.

In all cases and at all times the level of disciplinary action, including dismissal, is at Churchome's discretion.

### **APPEARANCE AND CONDUCT**

Churchome expects employees to maintain a neat, well groomed appearance at all times, to wear clothing that is appropriate for their work and work settings, and to maintain appropriate standards of conduct at all times.

– Appendix 4 –

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## MEMORANDUM

TO: Rachel Kellog

FROM: Ben Sorte | Video Production Manager

DATE: 01/18/2022

SUBJECT: ***Written Reprimand***

You are receiving this written reprimand for exhibiting misconduct.

1) Unprofessional Behavior: While this instance is surprising in comparison to your typical work place interactions, this written warning is to inform you that your conduct on November 28th, 2021 was unprofessional, and caused unnecessary time and energy to finish the job that was assigned to you. You ignored instructions given to you, and admitted that you knew it would bother me as your Manager. This instance was a direct violation of the company policy regarding conduct and culture.

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

My expectations moving forward are:

1) When instructions are given for specific timelines, you are expected to complete assignments as outlined, meeting deadlines in an efficient and timely manner. While feedback is always welcomed, and we encourage collaboration on our team, a misuse of this tool creates an environment that impacts morale and bottlenecks workflows. An effective employee on this team must understand the difference between clarity and brainstorming and being argumentative and noncompliant. If you need clarification about this please let me know.

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

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

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

Ben Sorte  
Video Production Manager



– Appendix 5 –

July 1st, 2022 ▾



**Ryan Zies** 8:34 AM

**@channel** hey all.

1. hope you have an insane break. Please text or call if you need anything. I'll be removed from CH comms.
2. Appreciate you all.
3. One thing I want to follow up on is to make sure everyone knows that tithing is in the employee handbook and our expectation of gratitude as believers. Let me know if you have questions on this and we can discuss 1:1

– Appendix 6 –



Today ▾



**Joe Goods** 2:26 PM

Hey Rachel! Hope the day is going well!

Just reaching out in regard to what we talked about last week on giving. The executive team is going through this with everyone that's having these talks and giving more clear direction on expectations.

The ask is that 4 weeks from now you do tithe regularly in an effort for all of us as a team and staff to be operating with that honesty and transparency we tell ppl in our community about.

I'm sure it's gonna feel tough to make that jump but I truly believe God will cover your needs and more! It's a small sacrifice for what Gods done for each of us and I know you know that. Let me know if you have questions! (edited)

New



**Joe Goods** 2:46 PM

And sorry I said reoccurring giving but I meant just tithing! Gonna edit that

– Appendix 7 –



**Joe Goods**



And sorry I said reoccurring giving but I meant just tithing! Gonna edit that



**Rachel Kellogg** 3:12 PM

hi Joe! thanks for letting me know that.

for clarity — in 4 weeks time, does that mean ET is asking for a full 10% going forward? also, what happens if we're unable to fulfill that at the start?



**Joe Goods** 3:50 PM

Correct, 4 weeks from now you're tithing.

That is an excellent question...to which I don't know the answer. Checking! Let me get back to you ... sorry...I don't have all the answers



**Joe Goods** 5:12 PM

Ok so what I'm understanding is this:

1. Is 4 weeks enough time? Would 6 weeks be better? I know it's tough to get things lined up and make sure you can do this but I at least want to make sure practically its possible.
2. With it being a practice of our faith on the team it is expected if you're on the team that you tithe and if not it does sound like that would lead to being removed from staff. No one wants that! You don't and I especially don't want that! You're so valuable to the team.

Is there anything I can do to help? Or add context to?

This is truly a faith practice and I know it's not easy, it's tough to have faith when you really don't know what the other side looks like. Let me know if/how I can help! I want to be a support more than anything!



Message Joe Goods



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Mentions



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You

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(/companies/52016-churchome/jobs)

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# Careers at Churchome



## About Us

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We aspire to create a workplace where talented individuals can utilize their passions to make a difference in the lives of people! We also want to be a team that reflects the communities we serve and where everyone feels empowered to be their full, authentic selves at work. Prioritizing diversity within our staff provides a culture of innovation and creation to fulfill our mission to share the story of Jesus with the world.

For general inquiries, please email [hr@churchome.org](mailto:hr@churchome.org). ([hr@churchome.org](mailto:hr@churchome.org))

## Our Benefits and Perks

---

- Generous two week paid vacation and holiday time off
- 10 paid holidays annually
- Comprehensive health benefits for FTE
- 403B plan with matching employer funds
- Flexible work environment

- Paid maternity and parental leave, including adoption
- A community of incredible colleagues with a heart for Jesus and passion for their work

### Our Current Job Openings

Type

All Types

Location

All Locations

ROLE	TYPE	LOCATION
Business Manager (/companies/52016-churchome/jobs/70818-business-manager)	Full-time	Remote + Seattle/LA

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(/companies/52016-churchome/jobs)



## Jobs at Churchome (/companies/52016-churchome/jobs)

# Business Manager

or, LA Preferred

**Category:** Religious Institution and Religious

**Type:** Full-time

**Min. Experience:** Some Experience

**Salary:** \$70,000 - \$75,000

At Churchome, we are on a mission to be the best at telling the story of Jesus to the world. His story is the story of amazing grace demonstrated in lavish love and great forgiveness offered to all people in every part of the world so they can find home in God. Jesus is the focal point of His story. He is the personification of grace, love, and forgiveness and He desires everyone to know Him and experience who He is. So we want everyone to know and experience Jesus too!

### ABOUT THE ROLE

Well organized and flexible, the Business Manager to the CCO has the ability to work with all teams and employees, as well as outside vendors, and possess strong project management ability and

## Apply for this job

First name \*

Last name \*

Email address \*

Location

Phone number \*



communication skills. The Business Manager plays a pivotal role in keeping projects moving, multiple Executive team members schedules organized and managing the internal communication amongst the Executive team and their respective orgs.

The Business Manager must be a forward-focused, team player with a faith-filled attitude. The role reports to the Chief Creative Officer (CCO).

The Business Manager to the CCO will direct the organization toward its primary objectives for all initiatives and projects based on the goal to be the best at telling the story of Jesus to the world, by performing the following responsibilities personally or through volunteers.

### RESPONSIBILITIES

- Manage budget for all projects, effectively allocating project resources as needed
- Evaluate and assess project deliverables and results
- Ensure timeliness and quality of deliverables
- Prioritize and manage multiple projects simultaneously
- Produce timely and accurate project reports for internal reference
- Coordinate the scheduling of meetings, preparing meetings/agendas, taking notes and distributing follow up actions
- Craft communication items for CCO, as well as manage Helpscout

Resume \*

Attach resume

Attach another file

Attach file

Are you 18 years of age or older?

\*

Are you 18 years of age or old... ▼

We are a church that is passionate about telling the story of Jesus to the world. Describe your relationship with Jesus. \*

Describe what role church plays in your life currently. \*

Grace, faith, and good works are talked about a lot in the Bible. Tell us what those words mean to you? \*

**Submit Application**

- Track and manage PR's, expense reimbursements and expense reconciliation on a daily and weekly basis for the Ops and Creative team
- Complete necessary shipping and mail processing
- Manage Executive initiated initiatives
- Churchome may also assign other duties or responsibilities, in its sole discretion

### **EMPLOYMENT QUALIFICATIONS**

- 3+ years of relevant work experience
- Flexible in supporting the other team members on a wide variety of administrative duties
- Strong vendor relationships at the administrative level
- Strong attention to detail and organizational skills
- Excellent verbal, written and presentation communication skills
- Subject matter expert in the use and application of the most current enterprise technologies used in the industry including GSuite, Salesforce, Slack, Asana

### **BENEFITS OF WORKING AT CHURCHOME**

- Generous paid vacation and holiday time off
- Comprehensive health benefits for FTE

- 403B plan with matching employer funds
- Flexible work environment
- Paid Parental Leave
- A community of incredible colleagues with a heart for Jesus and passion for their work

We are committed to building an equitable and inclusive culture of belonging that not only embraces the diversity of our staff but also reflects the diversity of the communities we serve. We know that the happiest and highest performing teams include people with diverse perspectives and ways of solving problems so we strive to attract and retain talent from all backgrounds and create workplaces where everyone feels empowered to bring their full, authentic selves to work. We are forward-focused, team players who possess faith-filled attitudes so we can be the best at telling the story of Jesus to the world.

Location: LA (with flexibility to travel once a month to Seattle)

Work Status: Exempt, Salary, Full-time

Supervisor: Chief Operations Officer

Staff Supervision: None

**Work Environment:** The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with

disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

**Physical Demands:** The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit. The employee is frequently required to use hands to finger, handle, or feel and talk or hear. The employee is occasionally required to stand and walk. The employee must be able to occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision.