

1 Aaron B. Fairchild, SBN 266205
Robert W. Miller, SBN 275060
2 MORTEN & FAIRCHILD, PC
19200 Von Karman Ave, 4th Floor
3 Irvine, CA 92612
Tel: (949) 579-2760
4 Fax: (949) 535-2025
aaron@morfairlaw.com
5 robert@morfairlaw.com

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6 Attorneys for Plaintiff James Steven Davis

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **COUNTY OF ORANGE – CENTRAL JUSTICE CENTER**

9 JAMES STEVEN DAVIS, an individual,
10

11 Plaintiff,

12 v.

13 FIRST SOUTHERN BAPTIST CHURCH OF
BUENA PARK, a California corporation,
14 WILEY DRAKE, an individual, and DOES 1
through 20 inclusive,
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16 Defendants.
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CASE NO. 30-2018-01002731-CU-BC-CJC

Assigned to: Judge Peter Wilson

COMPLAINT FOR:

1. BREACH OF CONTRACT
2. UNLAWFUL EVICTION
3. INTERFERENCE WITH QUIET ENJOYMENT – CAL. CIV. CODE § 1940.2(a)(3)
4. ASSAULT
5. BATTERY
6. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
7. DEPENDENT ADULT FINANCIAL ABUSE
8. DEPENDENT ADULT ABUSE

DEMAND FOR JURY TRIAL

PURSUANT TO LOCAL RULE 309, THIS CASE INVOLVES SUBSTANTIALLY THE SAME PARTIES AND FACTS AS THOSE INVOLVED IN DISMISSED CASE NO. 30-2017-00950507-CU-OR-CJC, WHICH WAS PREVIOUSLY ASSIGNED TO THE HON. DEREK W. HUNT

25 Plaintiff, JAMES STEVEN DAVIS (hereinafter “Davis” or “Plaintiff”), alleges as follows:

26 **PARTIES AND VENUE**

- 27 1. Plaintiff is an individual residing in the County of Orange, State of California.
- 28 2. Defendant FIRST SOUTHERN BAPTIST CHURCH OF BUENA PARK

1 (hereinafter “Church”) is a California corporation. Upon information and believe Plaintiff alleges
2 that Church is organized as a religious non-profit organization under Internal Revenue Code §
3 501(c)(3). The primary office location of Church is at 6801 Western Avenue, Buena Park,
4 California 90621 (“Premises”).

5 3. Defendant WILEY DRAKE (hereinafter “Drake”) is an individual residing in the
6 County of Orange, State of California. Drake is the senior pastor, president and Chief Executive
7 Officer of Church.

8 4. DOE Defendants 1 through 20, inclusive, whether individuals, corporations,
9 partnerships or otherwise, are fictitious names of Defendants whose true names are, at this time,
10 unknown to Plaintiff. Plaintiff is informed, believes, and thereon alleges that each of said
11 fictitiously-named Defendants contributed to, and is in some way responsible for, the damages
12 herein alleged and Plaintiff will name such Defendants when their identities have been
13 ascertained. Furthermore, Plaintiffs allege that the DOE Defendants in this action committed the
14 same or similar acts alleged as the named Defendants in this cause of action. Therefore, all acts
15 alleged to have been committed by the named Defendants are also alleged to have been committed
16 by the DOE Defendants.

17 5. Plaintiff is informed, believes and thereon alleges that each of the Defendants is the
18 agent, joint venturer and/or employee of each of the remaining Defendants and in doing the things
19 hereinafter alleged, each was acting within the course and scope of said agency, employment
20 and/or joint venture with the advance knowledge, acquiescence or subsequent ratification of each
21 and every remaining Defendant.

22 6. Each paragraph in this complaint is incorporated by reference in each other
23 paragraph. Each allegation for each cause of action is incorporated by reference in every other
24 cause of action. Despite the labels on the causes of action and section headings and dividers, the
25 complaint, and the remedies sought are to be read as one unit. To the extent any cause of action
26 stated herein is insufficiently pleaded, but that such lack of sufficiency can be satisfied by other
27 allegations stated in the complaint, that other allegation is incorporated by reference into the
28 insufficient cause of action to cure the insufficiency.

1 following alleged reasons:

- 2 a. Drake claimed that Plaintiff was a volunteer,
- 3 b. The Church did not have any money, and
- 4 c. Even if Plaintiff was an employee and the Church had money, Drake was not
- 5 bound by the laws of man, but only to God's law.

6 16. After considerable discussions, on February 12, 2017, Plaintiff and Defendants
7 entered into a "Settlement Agreement" wherein Church was to transfer to Plaintiff the Premises, in
8 order to satisfy the \$940,000 wage obligation. Attached hereto as **Exhibit A** is a true and correct
9 copy of the Settlement Agreement. Accordingly, Defendants subsequently deeded the Premises to
10 Plaintiff, which documents were recorded with the Orange County recorder's office.

11 17. Following the transfer of the property, Plaintiff began soliciting buyers. Upon
12 learning of Plaintiff's actions, Drake commenced a campaign of verbally threatening to kill
13 Plaintiff, loudly praying for God to kill Plaintiff while in Plaintiff's vicinity, asking the
14 congregation of Church to pray for Plaintiff's death, and culminating with Drake and other Doe
15 Defendants breaking into Plaintiff's apartment on December 22, 2017 and engaging in a physical
16 altercation with Plaintiff when Plaintiff was asleep.

17 18. The physical altercation was so severe that during the attack, Plaintiff was in fear of
18 his life and defended himself to the best of his ability. Eventually, the Buena Park Police
19 Department was called to intervene. In the ensuing discussion with the police, Drake lied about his
20 involvement and Plaintiff's occupancy status. The police determined that in order to keep the
21 peace that Davis should leave the area. No charges have been filed related to this incident. Plaintiff
22 complied with the officer's orders under protest, as the apartment at the Premises was his
23 residence and he had nowhere else to go.

24 19. As a result of the physical altercation Plaintiff was unable to continue to live in the
25 apartment and was effectively terminated from his employment with Church.

26 20. On October 18, 2017, Plaintiff brought a lawsuit for various causes of action
27 including but not limited to: retaliation, specific performance of the settlement agreement. (Orange
28 County Superior Court Case No. 30-2017-00950507.) This matter was ultimately dismissed

1 without prejudice at the request of Plaintiff.

2 21. Unbeknownst to the parties, the transfer of the property was not properly
3 effectuated as Church's status as a 501(c)(3) prohibits the gifting of property to any entity other
4 than another 501(c)(3) entity.

5 22. Despite the previous litigation attempt, Drake and Church continue to refuse to
6 honor the Settlement Agreement or provide any compensation to Plaintiff for the services that he
7 provided to Drake and Church.

8 23. Concurrently with the filing of this Complaint, Plaintiff has executed a Quit Claim
9 Deed for the purposes of changing the title of the Premises back to Church to avoid any
10 perception, confusion, or allegation that Plaintiff currently claims any title or interest to the
11 Premises. Plaintiff asserts that he does not, as of the time of filing this complaint, have any present
12 claim of title to or interest in the Premises.

13 **FIRST CAUSE OF ACTION**

14 **(Breach of Contract, Against all Defendants)**

15 24. Plaintiff realleges and incorporates by reference all other paragraphs of this
16 complaint as though fully set forth under this cause of action.

17 25. Plaintiff and Drake (on behalf of Church) entered into a written Settlement
18 Agreement regarding the wages claimed by Plaintiff for his services provided to Church. (See
19 **Exhibit A.**)

20 26. As part of the Settlement Agreement, Church was to transfer the Premises to
21 Plaintiff in lieu of paying Plaintiff the monetary amount of owed wages.

22 27. Plaintiff refrained from bringing any action for the payment of wages, and at all
23 times stood ready, willing, and able to perform all necessary actions to effectuate the transfer.

24 28. Church failed to properly effectuate the transfer of the property to Plaintiff or
25 otherwise pay the amount Defendants agreed was owed under the Settlement Agreement.

26 29. As a direct and proximate cause of Church's failure to effectuate the transfer,
27 Plaintiff not only does not validly own the property, but has also not been compensated for the
28 work and services he performed for Church.

1 against all persons lawfully claiming the same.” In short, all tenants are entitled to quiet
2 possession during the term of the lease.

3 42. Plaintiff’s right to quiet possession was interfered with when Defendants
4 commenced a campaign of verbally threatening to kill Plaintiff, loudly praying for God to kill
5 Plaintiff while in Plaintiff’s vicinity, and asking the congregation of Church to pray for Plaintiff’s
6 death.

7 43. Plaintiff’s rights were further violated when Defendants entered his apartment with
8 the express intent of committing an assault and battery against Plaintiff.

9 44. The culminating result was Plaintiff being forced to leave the premises by the
10 Buena Park Police Department and Defendants preventing Plaintiff from returning to the Church
11 property.

12 45. Wherefore Plaintiff prays for relief as set forth below.

13 **FOURTH CAUSE OF ACTION**

14 **(Assault against all Defendants)**

15 46. Plaintiff realleges and incorporates by reference all other paragraphs of this
16 complaint as though fully set forth under this cause of action.

17 47. Defendant Drake entered Plaintiff’s apartment unlawfully and proceeded to strike
18 Plaintiff repeatedly. Plaintiff at no time ever expressly or implicitly gave his consent to being
19 assaulted by Defendant.

20 48. Plaintiff was in fear of not only being struck, but of being killed by Defendant
21 Drake.

22 49. Drake’s actions of assault were ratified and/or consented to by Defendant Church.

23 50. As a direct and proximate result of the actions of Defendants Plaintiff was harmed.

24 51. Wherefore, Plaintiff prays for relief as set forth below.

25 **FIFTH CAUSE OF ACTION**

26 **(Battery against all Defendants)**

27 52. Plaintiff realleges and incorporates by reference all other paragraphs of this
28 complaint as though fully set forth under this cause of action.

SEVENTH CAUSE OF ACTION

(Dependent Adult Financial Abuse against all Defendants)

65. Plaintiff realleges and incorporates by reference all other paragraphs of this complaint as though fully set forth under this cause of action.

66. At all times herein, California Welfare and Institutions Code § 15600 et seq., also known as the Elder Abuse and Dependent Adult Civil Protection Act (“EADACPA”) was in full force and effect.

67. EDACPA protects classes of individuals based on their age or disability from, among other things, being abused financially. (See California Welfare and Institutions Code § 15610.30.)

68. Plaintiff meets the definition of dependent adult as he was and is “between the ages of 18 and 64 years [...] resides in this state and [...] has physical [...] limitations that restrict his [...] ability to carry out normal activities...” (California Welfare and Institutions Code § 15610.23(a).)

69. Plaintiff’s condition was well known to Defendants and is patently obvious to anyone who observes Plaintiff.

70. Plaintiff and Defendants entered into an employment agreement wherein Plaintiff was to provide services to Defendants and was to be compensated at the rate of \$200 per hour worked. (See **Exhibit A.**)

71. Defendants have withheld Plaintiff’s compensation, without justification. Such withholding is the direct and proximate cause of causing financial harm to Plaintiff.

72. As a direct result of Defendants wrongfully evicting Plaintiff, and without paying Plaintiff the agreed compensation, Plaintiff was left without any financial means and without any residence.

73. Wherefore Plaintiff prays for relief as set forth below.

EIGHTH CAUSE OF ACTION

(Dependent Adult Abuse against all Defendants)

74. Plaintiff realleges and incorporates by reference all other paragraphs of this

1 complaint as though fully set forth under this cause of action

2 75. At all times herein, EADACPA was in full force and effect.

3 76. EDACPA protects classes of individuals based on their age or disability from,
4 among other things, being physically abused. (See California Welfare and Institutions Code §
5 15610.07(a)(1).)

6 77. Physical abuse is further defined under California Welfare and Institutions Code §
7 15610.63, wherein subsection (a) and (b) include assault and battery, respectively.

8 78. Plaintiff meets the definition of dependent adult as he was and is “between the ages
9 of 18 and 64 years [...] resides in this state and [...] has physical [...] limitations that restrict his
10 [...] ability to carry out normal activities...” (California Welfare and Institutions Code §
11 15610.23(a).)

12 79. Plaintiff’s condition was well known to Defendants and is patently obvious to
13 anyone who observes Plaintiff.

14 80. Defendants physically assaulted and battered Plaintiff on December 22, 2017. This
15 incident occurred on Church property. Ironically, a church is usually a place that one may go to
16 seek sanctuary and safety from the oppression of others, yet here Plaintiff was subjected to
17 oppression and physical harm from Defendants.

18 81. As a result of the assault and battery Plaintiff was physically harmed and has
19 experienced mental suffering at the prospect of being forcibly evicted and without any means to
20 obtain alternative residence.

21 82. Defendants’ actions are both the direct and proximate cause of the harm that
22 Plaintiff has experienced.

23 83. Wherefore, Plaintiff prays for relief as set forth below.

24 **DEMAND FOR JURY TRIAL**

25 84. Plaintiff demands a jury trial in this matter.

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff prays for relief as follows:

28 ///

1 As to the First Cause of Action:

2 1. Primarily, for an order for specific performance by Defendants to transfer the
3 ownership of the Premises to Plaintiff pursuant to the Settlement Agreement;

4 2. In the alternative, monetary damages in an amount according to proof, but no less
5 than \$940,000 as of February 12, 2017;

6 As to the Second Cause of Action:

7 3. For general damages according to proof;

8 4. For special damages according to proof;

9 5. For punitive damages according to proof;

10 6. For attorney's fees pursuant to California Civil Code § 789.3;

11 As to Third through Sixth Causes of Action:

12 7. For general damages according to proof;

13 8. For special damages according to proof;

14 9. For punitive damages according to proof;

15 As to the Seventh and Eighth Causes of Action:

16 10. For general damages according to proof;

17 11. For special damages according to proof;

18 12. For punitive damages according to proof;

19 13. For attorney's fees pursuant to California Welfare and Institutions Code § 15657

20 and 15657.5.

21 As to all causes of action:

22 14. Costs of suit incurred herein; and

23 15. Any further relief that the Court deems necessary and proper.

24 DATED: June 29, 2018

MORTEN & FAIRCHILD, PC

25

26

By: 

AARON B. FAIRCHILD

ROBERT W. MILLER

Attorneys for Plaintiff JAMES STEVEN DAVIS

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EXHIBIT "A"

**FIRST SOUTHERN BAPTIST CHURCH,
6801 Western Ave.
Buena Park, CA 90621
1.714.865.8132; Fax 1.714.522.7202
WileyWiley@att.net**

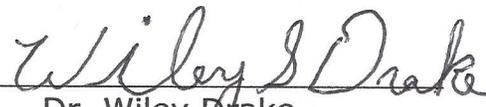
Feb 12, 2017

RE: Confidential Settlement Agreement on Davis Wage Claim

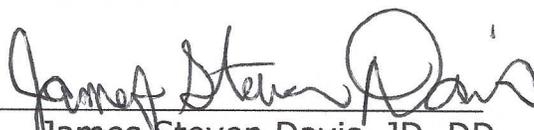
I, Dr. Wiley S. Drake, Pastor and Chief Executive Officer of the First Southern Baptist Church of Buena Park, hereby executes this Confidential Settlement Agreement with James Steven Davis subject to the following terms and conditions:

1. This settlement is Confidential and may not be shown to anyone else or used for any purpose unless ordered by a Court of Competent Jurisdiction.
2. Claimant Davis has presented legal authorities, under both the State Labor Code and Penal Code, a prior written agreement and a statement of wages owed in the sum of \$940,000.00 (nine hundred and forty thousand dollars) for expert consultant and related services performed for the First Southern Baptist Church and for Dr. Wiley Drake at the rate of \$200.00 per hour.
3. These services include dealing with the City of Buena Park over the City's attempt to close the Church Homeless shelter.
4. These services include Davis serving as the plaintiff in an action against the City if necessary.
5. As the Church does not have any money to pay the wage claim it is transferring by grant deed the church property set forth in the legal description in such grant deed to be recorded in Orange County.

So Agreed

By 
Dr. Wiley Drake,
CEO, First Southern Baptist
Of Buena Park

So accepted and agreed

By 
James Steven Davis, JD, DD
Wage Claimant