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FILED
JUL 16 2009
THOMAS R. FALLQUIST
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

**DRUSILLA HIEBER, LAURA SKAER
and NANCY VAN NOY,**

Plaintiffs,

v.

THE SPOKANE COUNTRY CLUB,

Defendant,

and

**LARRY MARTIN, JAMES SOLAN,
ROBERT WIGREN, GARY VAN ASSEN,
KIM CHERVENAK, LIONEL
GREENWOOD, SUE HEDQUIST, PAT
STIMPSON, DAVID WHEAT and
STEVEN WILCOX,**

Trustees.

NO. 09203168-6

COMPLAINT FOR DAMAGES

- **Discrimination in Accomodation and Real Estate Transactions**
- **Consumer Protection Act Violation**

Jury Demand

I. PARTIES, JURISDICTION, AND VENUE.

- 1.1 The Plaintiffs are each residents of Spokane County, Washington.
- 1.2 Each Plaintiff is a shareholding member of the Defendant Spokane Country Club.
- 1.3 Each Plaintiff has paid full membership fees, all monthly dues and all

1 ongoing assessments as required of all shareholders of the Defendant Spokane Country Club.

2
3 1.4 Defendant Spokane Country Club is a corporation doing business in Spokane
4 County, and licensed to conduct business in the State of Washington.

5 1.5 Defendant Larry Martin is the president of the Spokane Country Club, a
6 member of the Board of Trustees, a member of the Defendant Spokane Country Club, and a
7 resident of Spokane County.

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9 1.6 Defendant James Solan is a past president of the Spokane Country Club, a
10 member of the Defendant Spokane Country Club, and a resident of Spokane County.

11 1.7 Defendant Robert Wigren is the vice-president of the Spokane Country Club,
12 a member of the Board of Trustees, a member of the Defendant Spokane Country Club, and
13 a resident of Spokane County.

14 1.8 Defendant Gary Van Assen is the Secretary-Treasurer of the Spokane
15 Country Club, a member of the Board of Trustees, a member of the Defendant Spokane
16 Country Club, and a resident of Spokane County.

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18 1.9 Defendants Tim Chervenak is a member of the Board of Trustees, a member
19 of the Defendant Spokane Country Club, and a resident of Spokane County.

20 1.10 Lionel Greenwood is a member of the Board of Trustees, a member of the
21 Defendant Spokane Country Club, and a resident of Spokane County.

22 1.11 Sue Hedquist is a member of the Board of Trustees, a member of the
23 Defendant Spokane Country Club, and a resident of Spokane County.

24 1.12 Pat Stimpson is a member of the Board of Trustees, a member of the
25 Defendant Spokane Country Club, and a resident of Spokane County.

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2 1.13 David Wheat is a member of the Board of Trustees, a member of the
3 Defendant Spokane Country Club, and a resident of Spokane County.

4 1.14 Steven Wilcox is a member of the Board of Trustees, a member of the
5 Defendant Spokane Country Club, and a resident of Spokane County.
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8 **II. FACTS**

9 **Public Accommodation and Stock**

10 2.1 The Defendant Spokane Country Club, hereafter "Club," is a social,
11 recreational, and golf club in Spokane County.

12 2.2 The Club advertises itself to members and potential members as "*the premier*
13 *golf facility in the Inland Northwest.*" *Emphasis in original advertisement.*

14 2.3 The Club operates a golf course, clubhouse, pro shop, restaurants, bars and
15 locker rooms.

16 2.4 The Club is licensed to sell food and alcoholic beverages, the latter by virtue
17 of a liquor license obtained through the Washington State Liquor Board.

18 2.5 The Club is controlled by bylaws which guarantee members that the Board of
19 Trustees will not make rules for the club inconsistent with the laws of the State of
20 Washington.
21

22 2.6 Memberships are acquired in the Club by purchasing a share of stock in the
23 club.
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25 2.7 The stock share in the Club is purchased by a fee, and members then pay
26 monthly membership dues, and are subject to various assessments, as a Club stockholder.
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2 2.8 The phrase "Member" used herein applies to a "Regular Member," i.e. an
3 equity shareholder in the Club, subject to full monthly dues and assessments.

4 2.9 No specific criteria exist for membership in the club, other than credit
5 worthiness and available space.

6 2.10 There is no screening process for prospective candidates other than credit
7 worthiness.

8 2.11 The Club does not utilize selective membership practices.

9 2.12 The Club advertises for members to the general public.

10 2.13 The Club runs membership drives where members are encouraged to recruit
11 other members for the club.

12 2.14 The grounds of the Club are made open to the public (i.e. the Pro Shop is
13 open to the public).

14 2.15 Both the Club facilities and golf course are rented out and made available to
15 various organizations for profit.

16 2.16 The Club rents its premises out to various organizations for lucrative public
17 events and/or organizational events.

18 2.17 The facility is used by other organizations, such as local college teams.

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22 **Female Members pay for equal membership rights**

23 2.18 Female Members are brought into the Club under express written guarantees
24 of full and equal membership status.

25 2.19 The Club promises applicants that when they join the Club as Regular
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2 Members, they will be entitled to “full golfing privileges.”

3 2.20 In its advertising materials, the Club promises to potential Regular members
4 “full access to all of the Club’s dining, swimming and golf facilities including involvement in
5 all social activities for the member, member’s spouse and dependent children as prescribed
6 by the Club.”

7 2.21 Plaintiffs understood and were guaranteed by the defendant Club that, as
8 stockholding members, they would receive full and equal access and usage rights to the Club
9 golf course, facilities and accommodations.

10 2.22 Plaintiff female members paid the same entry fees, dues, and assessments as
11 did male members at the time of their application.

12 2.23 Plaintiff Laura Skaer purchased her membership in the Spokane Country
13 Club, and was admitted thereafter to the Club on June 30, 1999. She has remained a Regular
14 Member since.

15 2.24 Plaintiff Drusilla Hieber purchased her membership in the Spokane Country
16 Club, and was admitted thereafter to the Club on March 31, 2000. She has remained a
17 Regular Member since.

18 2.25 Plaintiff Nancy Van Noy purchased her membership in the Spokane Country
19 Club, and was admitted thereafter to the Club as a regular member on March 2, 2006. She
20 has remained a Regular Member since.

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25 **Disparities in treatment**

26 2.26 Contrary to representations made, and as a matter of course, access and usage

1 of the Defendant Club golf course and facilities is restricted on the basis of gender.
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3 2.27 Plaintiff female Regular Members are subject to a host of byzantine usage
4 and area restrictions through rule or “tradition” which require them to be fully aware of what
5 times and days they may or may not be at the Club, on the course, or in areas of the Club.

6 2.28 Restrictions are implemented by rule, schedule, reservation and/or
7 “tradition”—all of which have the weight of a rule and are enforced as such.

8 2.29 Male members have no such restrictions.

9
10 2.30 Plaintiff female members are prevented from using or even entering certain
11 public, restaurant, Clubhouse or golf course areas of the Club on regular occasion when such
12 areas are set aside and scheduled for male members only.

13 2.31 Male members are accorded a full summer schedule of golfing events, golf
14 course usage and tournaments during a very short golfing season, with said events occurring
15 primarily on Saturdays and Sundays.

16
17 2.32 Plaintiff female members may not only not participate in such events, but
18 may be subject to preclusion from Club grounds entirely during said times.

19 2.33 Male members are accorded an “Opening Day” on the golf course on a
20 Saturday.

21 2.34 Plaintiff female Members may not participate in the Men’s Opening Day.

22 2.35 Male members are accorded a Closing Day on the golf course, and such
23 occurs on a Saturday.

24 2.36 Plaintiff Female Members may not participate in the Men’s Closing Day.

25 2.37 Plaintiff female members are told they can participate in a ladies’ opening
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day on a Tuesday. This is not a member's event.

2.37.1 A Ladies Association within the Club, for which separate membership fees are charged, receives their Opening day on a Tuesday morning.

2.37.2 Plaintiff female members must join this association and play on Tuesday mornings to avail themselves of this access.

2.37.3 Male members do not have to join other associations within the Club to participate in Men's Opening and Closing Days, and are not relegated to golfing on Tuesday morning during a work week to qualify for Club events.

2.38 Plaintiff female members are excluded from golfing tournaments and events which are touted as indicators of the Club's premier golfing status.

2.39 Between Men's Opening and Closing weekend days, male members are accorded and receive such weekend events as "The Tradition" tournament (Saturday/Sunday), HHH (Saturday), Men's Stroke Play (Saturday/ Sunday), Men's Flag Tournament (Saturday), Men's Invitational (Wednesday through Saturday), Men's Club Championship and Finals (Wednesday, Saturday and Sunday), Champions Dinner (Sunday), Men's Fall Field Day (Wednesday at 1:30), Men's Pride Cup (Friday and Saturday), and Men's Side Hill Scramble (Saturday).

2.40 Plaintiff female members have only been allowed to participate in the Men's Side Hill Scramble, but such event is still listed as a men's event only.

2.41 The Club is closed entirely to female members during the Men's Invitational.

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2.42 The Club's Annual Meeting and Hole in One Dinner are listed as men's events only.

2.43 Plaintiff Female Members have status below that even of nonshareholding male guests or of the Plaintiff female member's own male spouses: e.g.,

2.43.1 On Wednesday after 11 a.m. until closing, male members and male guests could play and use Club facilities all day (and male spouses between 11 and 4 pm), while Plaintiff female members could not.

2.43.2 The above schedule at 2.43.1 was in effect until May 2009, when, under threat of this lawsuit, female members were then allowed to play before 11 and after 4; or, e.g.,

2.43.3 On Saturdays, male members, male guests and male spouses may play, when Plaintiff female members may not bring female guests to the Club.

2.44 Any existing reserved "women's" events at the Club are accorded by the Club to the above identified independent "Ladies' Association" within the Club, which requires its own fees and reserves the course generally Tuesday mornings from 9-12.

2.45 Plaintiff female member Skaer does not choose to belong to this Association, and Plaintiff Hieber belongs only to donate her requisite fees so that she can qualify for other city tournaments.

2.45.1 The "Women's Club Championship" is deceptively named; the event is not for Plaintiff female members, but for this Ladies' Association's members.



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2.45.2 Plaintiff Female members do not qualify for any Association activities absent paying dues to and playing with (on Tuesday mornings) Ladies' Association members.

2.46 Plaintiff female members are precluded from qualifying for the Club's award for that Regular Member who provides an "unusual contribution of time and personal effort."

2.47 The Regular Member of the year award is called the "Man of the Year" award, and is given only to a male member.

2.48 Within the Club facilities, even when open to female members, certain areas of the Club, such as "The Grill," are precluded to Plaintiff female members entirely.

2.49 Plaintiff female members are subject to ridicule, degradation and being asked to leave upon any effort at entry or service in said areas identified at paragraph 2.48.

2.50 Plaintiff female members are precluded from Club restaurant and patio usage on certain days, when male members and even male guests and male spouses have full access to such.

2.51 Plaintiff female members are subject to ridicule, degradation and being asked to leave such areas upon entry, or upon any effort at entry or service in said areas identified at paragraph 2.50.

Basis for disparity is gender

2.52 Access rights and restrictions, and usage rights and restrictions, are implemented by the Defendant Club based solely upon gender, and are intended to be gender restrictions.

Retaliation

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2.53 Plaintiff female members have been, and continue to be, harassed and denigrated by male members for attempting to exercise similar membership rights to male members, whether by using certain areas of the Club, or whether by attempting to golf on days set aside for male members.

Contract Claims

2.54 The Club induced the Plaintiffs to pay fees, membership dues, assessments, in exchange for stock which is to carry with it full and equal membership in accordance with the club's representations of equal access.

2.55 The Defendant Club has failed to provide said stock.

2.56 Plaintiffs have at all times paid equal amounts for membership stock, dues, and assessments, and continue to perform the terms, conditions, and obligations of their respective memberships under continuing contract to do so, in equal form and value as that provided by male members.

2.57 Plaintiffs have notified the Defendant Board of Trustees, the Defendant Club officers and the Defendant Club of the gender disparity in treatment and value, and have requested of the Club, its Officers and its Board of Trustess that they be accorded equal access and usage rights based on equal funding and assessments.

2.58 Plaintiffs have notified the Defendants collectively that Defendants are operating in violation of state and federal law, and Club bylaws, in implementing, acquiescing to and enforcing gender disparity in treatment.

2.59 Plaintiffs have requested of all Defendants that the Club cease its illegal operation and comply with the law of the State of Washington and its own bylaws.



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2 2.60 Defendant Club, its Board of Trustees, and Club Officers have denied and
3 continue to deny to Plaintiffs equal stock rights and treatment, and refuse to comply with
4 federal and state law and the bylaws of the Club.
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6 **III. CAUSES OF ACTION.**
7

8 WHEREFORE, having asserted above, the Plaintiffs herein assert as follows:

9 **Operative Law:**

10 3.1 Washington's Law against Discrimination, RCW 49.60.030, prohibits gender
11 discrimination in public accommodation.

12 3.2 The Spokane Country Club is a public accommodation as defined by RCW
13 49.60.040(10).

14 3.3 The Spokane Country Club, its Board of Trustees and its Officers are
15 engaged in unlawful gender discrimination by implementing gender restrictions in Club
16 privileges and rights, according lesser use and access rights to Plaintiff female members than
17 those rights accorded male members of the same club.
18

19 3.4 Plaintiff female members of the Spokane Country Club are precluded from
20 full enjoyment of the facility as accorded male members while paying the same fees, dues
21 and assessments as male members, in violation of RCW 49.60.040(9).
22

23 3.5 The Defendant Club is engaged in unlawful disparate treatment of Plaintiff
24 female members based solely on gender.

25 3.6 RCW 49.60.222 prohibits gender discrimination in real estate transactions.

26 3.7 The Spokane Country Club, its Board of Trustees and its Officers are
27

1 engaged in gender discrimination against the Plaintiff female members in the terms,
2 conditions, or privileges of their real estate transaction with the Club in the furnishing of
3 facilities or services to Plaintiffs, in violation of RCW 49.60.222, and *McFadden v. Elma*
4 *Country Club*, 26 Wn. App. 195 (1980).

6 3.8 The Spokane Country Club, its Board of Trustees and its Officers are
7 engaged in gender discrimination against the Plaintiff female members by making rules,
8 schedules, and tradition notices in connection with membership stock, i.e. real estate
9 transactions, which indicate directly the Defendants' collective intent to implement gender
10 discrimination in members' access and usage rights, all in violation of RCW 49.60.222.

12 3.9 The Spokane Country Club, its Board of Trustees and its Officers are
13 engaged in gender discrimination against the Plaintiff female members in accepting using,
14 and retaining all funds of the Plaintiff female members, with the understanding and
15 knowledge that Defendants have been and are discriminating against said members on the
16 basis of gender in both the Club's real estate transaction and in the furnishing of facilities
17 or services in connection therewith, in violation of RCW 49.60.222.

19 3.10 RCW 49.60.030(3), and RCW 19.86.020 prohibit deceptive business
20 practices.

22 3.11 The Spokane Country Club, its Board of Trustees and its Officers, make
23 express representations of full access and equal membership rights to female members, and
24 upon receipt of membership fees, dues and assessments, intentionally and knowingly restrict
25 such rights, devaluing each Plaintiff female member's rights, and have thereby engaged in
26 deceptive business practices under the Consumer Protection Act, RCW 19.86, *et seq.*

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2 3.12 Defendants' conduct has injured each Plaintiff's stock and membership value
3 and has resulted in the deceptive theft of funds from Plaintiff female members by
4 overcharging Plaintiffs for the value received, as compared to the value accorded male
5 members for the same price.

6 3.13 Article IV, § 14 guarantees that the Board of Trustees will not make rules for
7 the club inconsistent with the laws of the State of Washington.

8 3.14 Through each vote, schedule of events, and segregated events planned, all
9 Defendants have collectively violated the law of the State of Washington and the Club
10 bylaws.
11

12 3.15 Through said violations of the bylaws, all Defendants have collectively
13 breached their contract with each Plaintiff female member.

14 3.16 Through said action as described above, the Defendant Board of Trustees
15 members are each acting outside the club bylaws in a manner opposed to the interests of the
16 Spokane Country Club corporation. *See Bylaws, Article XV.*
17

18 3.17 All Defendants have acquiesced in, promoted, encouraged and engaged in a
19 pattern of harassment of, and retaliation against, Plaintiff female members who have
20 articulated the gender discrimination, asked that it be changed, and who have tried to exercise
21 full membership rights.

22 3.18 Such retaliation has been ongoing and continuing, and includes the
23 Defendants' implementing more restrictive rules—such as renaming “Member” tournaments
24 to “Men’s” tournaments, and renaming “Member” playing times to “Men’s” playing times,
25 as well as acquiescing to derogatory statements, degrading, vulgar and abusive language and
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conduct by male members towards the Plaintiffs.

3.19 As a direct result of the illegal acts complained of herein, the Plaintiffs have suffered and will continue suffer damages, including but not limited to, loss of enjoyment of their membership rights, devaluation of stockholder rights, inequitable access to membership rights, including restricted use of the golf course, decreases in access to tee times, limited access to club facilities, and ineligibility to qualify for awards and events.

3.20 The aforementioned conduct of all Defendants has caused each Plaintiff to suffer damages, including, but not limited to, humiliation, embarrassment, degradation, and emotion distress.

IV. RELIEF REQUESTED.

WHEREFORE, having alleged the above, the Plaintiff request judgment as follows:

4.1 For a specific performance decree that Defendants be required to immediately implement by rule, regulation, notice to membership and staff, and enforcement, equal and full use, access, and peaceful enjoyment rights to Plaintiff female members in all Club events and facilities as enjoyed by male members.

4.2 For an award of damages for any and all economic and noneconomic damages for the discrimination caused Plaintiffs under RCW 49.60.030 and 49.60.222, including reimbursement to each plaintiff of the continued economic devaluation of their stock and access value, and including the value of loss of enjoyment of equal membership rights, devaluation of stockholder rights, denial of equal access to facilities, denial of equal access to the golf course, denial of equal access to prestige golf events, denial of equal access

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to tee times, denial of ability to qualify for alleged membership honors and awards, and denial of attendance at Club functions, and for the emotional damages claimed above.

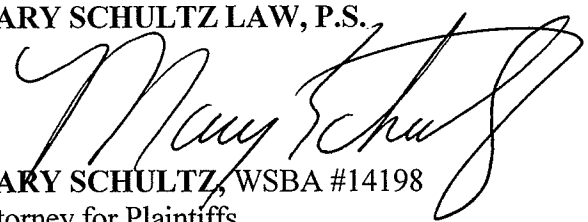
- 4.3 An award of damages under the Consumer Protection Act.
- 4.4 Pre-and post judgment interest as allowed by law.
- 4.5 All reasonable attorney fees and costs as allowed by law.
- 4.6 Any and all taxable consequences on any judgment entered.
- 4.7 Any and all such other relief as is just and equitable.
- 4.8 Joint and several liability for all amounts of judgments entered.

Jury Demand:

4.9 The Plaintiffs herein demand a jury in the above action.

DATED this 16 day of July 2009.

MARY SCHULTZ LAW, P.S.



MARY SCHULTZ, WSBA #14198
Attorney for Plaintiffs



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Laura Skaer
LAURA SKAER

SUBSCRIBED AND SWORN to before me this ____ day of _____
2009.

NOTARY PUBLIC in and for the State
of Washington, residing in Spokane.
Commission Expires: _____

