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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**09/26/2022** at 08:00:00 AM  
Clerk of the Superior Court  
By Chelsea Martinez, Deputy Clerk

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10 *Attorneys for Plaintiff,*  
LEA WOLF

11  
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
13 **FOR THE COUNTY OF SAN DIEGO**

14 LEA WOLF, an individual and on behalf of all  
15 others similarly situated,

16 Plaintiff(s).

17 vs.

18 CLUBCORP USA, INC., a Delaware  
corporation; CLUBCORP GOLF OF  
19 CALIFORNIA LLC D.B.A MORGAN RUN  
RESORT & CLUB, a Delaware limited liability  
20 company; and DOES 1 through 100, inclusive,

21 Defendant(s).  
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Case No.: 37-2022-00038078-CU-BT-CTL

**CLASS ACTION COMPLAINT FOR VIOLATIONS OF:**

1. **UNLAWFUL DISCRIMINATION IN VIOLATION OF THE UNRUH ACT (California Civil Code §§ 51 et seq.)**
2. **UNFAIR BUSINESS PRACTICES (California Business and Professions Code §§ 17200, et seq.)**



1  
2 **I. INTRODUCTION**

3 1. Plaintiff LEA WOLF (“WOLF” or “Plaintiff”) brings this Class Action Complaint to  
4 challenge the unlawful and discriminatory business practices of CLUBCORP USA, INC. and  
5 CLUBCORP GOLF OF CALIFORNIA LLC D.B.A MORGAN RUN RESORT & CLUB  
6 (collectively “CLUBCORP” or “Defendants”) with regard to sex discrimination in services and  
7 privileges provided to the female members of the Defendant’s business establishment, a private  
8 tennis club.

9 2. Based on such unlawful and discriminatory business practices, Plaintiff and others  
10 similarly situated have suffered from unlawful discrimination, emotional distress, humiliation,  
11 shame, and embarrassment and have been deprived from enjoying the services due to the  
12 Defendants’ discriminatory and unlawful business practices.

13 3. Defendants’ unlawful and discriminatory business practices include violations of: 1)  
14 Unruh Civil Rights Act, California Civil Code §§51 *et seq*; 2) Unfair Competition Law, California  
15 Business & Professions Code §§ 17200 *et seq*.

16 4. Plaintiff alleges as follows based upon information and belief, with the exception of  
17 those allegations that pertain to Plaintiff, which Plaintiff alleges upon personal knowledge as to  
18 herself and her own acts and experiences.

19 5. Unless otherwise indicated, the use of any Defendant’s name in this Complaint  
20 includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals,  
21 trustees, sureties, subrogees, representatives and insurers of the named Defendant.

22  
23 **II. PARTIES**

24 6. Plaintiff LEA WOLF is, and at all times mentioned herein was, a citizen and resident  
25 of the County of San Diego, in the State of California. Plaintiff is a member of the putative class  
26 defined herein.

27 7. Defendant CLUBCORP USA, INC. is a Delaware corporation with a principal place  
28 of business in the State of Texas. CLUBCORP USA, INC. is the owner of private country clubs



1 throughout the country. CLUBCORP USA, INC. conducts business in the State of California. It  
2 owns and operates a private tennis club ("CLUB") in the County of San Diego, in the State of  
3 California.

4 8. Defendant CLUBCORP GOLF OF CALIFORNIA LLC D.B.A MORGAN RUN  
5 RESORT & CLUB is a Delaware limited liability company with a principal place of business in the  
6 State of Texas. It is the owner of private country clubs throughout the country. It conducts business  
7 in the State of California. It owns and operates the CLUB in the County of San Diego, in the State  
8 of California.

9 9. Defendant, DOES: Plaintiff is ignorant of the names and capacities of those  
10 defendants sued herein as DOES 1 – 100, inclusive, and for that reason has sued such defendants by  
11 such fictitious names. When the true names and capacities of these defendants have been  
12 ascertained, Plaintiff will amend this Complaint accordingly.

13  
14 **III. JURISDICTION AND VENUE**

15 10. This Court has personal jurisdiction over Defendants because Defendants have  
16 conducted business in the State of California and have engaged in conduct—including the unlawful  
17 business practices described herein—that impacts persons in the State of California.

18 11. Venue is proper because Defendants have transacted business in the County of San  
19 Diego. The Defendants' conduct and violations of law described herein occurred in the County of  
20 San Diego and elsewhere in the State of California.

21  
22 **IV. FACTUAL ALLEGATIONS**

23 12. WOLF was a member of the CLUB that was owned and operated by the Defendants.

24 13. The CLUB had male and female members. However, the CLUB treated the male  
25 members more favorably than its female counterparts. WOLF and other female members at the  
26 club were victims of this disparate treatment. This disparate treatment was discriminatory against  
27 women, and hence based on sex.

28



**Disparate Treatment at Gender Specific Tennis Night Events**

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2 14. The CLUB held sex specific nightly tennis events on separate nights during the  
3 week. The CLUB provided more favorable amenities and benefits during the men's night tennis  
4 events as compared to the women's night tennis events.

5 15. The CLUB provided men with a Happy Hour that was offered till late in the night  
6 when the restaurant closed. The Happy Hour also included a free drink for the male members. The  
7 male members were also offered a 50% discount on the price of tacos. In contrast, the CLUB  
8 provided females members with a Happy Hour that was offered till 6:00 p.m., which was over  
9 several hours before the restaurant closed. The Happy Hour also did not include a free drink for the  
10 female members. Female members were not offered a 50% discount on the price of tacos or any  
11 other type of discount.

12 16. The CLUB offered the men seating in the form of comfortable chairs in the  
13 restaurant. In contrast, the women were forced to drink and eat on the cold, hard asphalt tennis  
14 court, because the CLUB did not open the restaurant for the women during women's tennis night

15 17. The CLUB provided the men with selections from the restaurant's full menu of  
16 freshly cooked food. In contrast, the women were provided with only prepackaged food.

17 18. The CLUB allowed the men to order their food from the restaurant the evening of  
18 their night tennis event. However, the women were required to pre-order their food the day before  
19 the women's night tennis event.

20 19. The CLUB offered the men a 50% discount on food from the restaurant but denied  
21 the women any discount on food.

22 20. The CLUB offered the men with a wide selection of alcoholic and non-alcoholic  
23 beverages – by the glass or by the bottle – from the restaurant, but the women could purchase only  
24 full bottles of alcoholic beverages.

25 21. The CLUB allowed the men to bring their own beverages to their courts while it  
26 prohibited women from doing the same for their matches.

27 22. The CLUB heavily promoted the men's tennis night. In contrast, the CLUB did not  
28 promote the women's tennis night to the same extent as the men's tennis night.





1           23.     The CLUB provided staffing to organize and manage the men’s activities until at  
2 least the event concluded at 8:00 p.m. In contrast, the CLUB provide staffing to organize and  
3 manage the women’s activities only till 5:30 p.m., at which point the tennis house was closed.

4           24.     The CLUB allowed the men to reserve contiguous or neighboring courts for events,  
5 while the women were not allowed to do the same. Instead, the women were scattered about on  
6 several courts that were not adjoining or close to one another.

7           25.     Upon request of the male members, the CLUB extended the restaurant hours during  
8 the men’s tennis night to accommodate the men after their tennis matches. However, the CLUB  
9 denied the women’s request to extend the restaurant hours every time they made a similar request  
10 for the women’s tennis night.

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12                   **Other Forms of Discrimination and Harassment Against the Female Members**

13           26.     CLUB provided evening tennis clinics to male members. However, when other  
14 female members, including WOLF made a request for evening tennis clinics for females, the CLUB  
15 refused to do so.

16           27.     The CLUB, in its Bylaws and Policies, had policy of “first-come, first-served,” in  
17 regard to signing up for using the tennis courts. This meant that whichever member signed up for a  
18 tennis court first, that member would get the opportunity to utilize the court before any other  
19 member who signed up subsequently. However, the CLUB violated their own policy by  
20 discriminating against women members—the CLUB would not allow the female members to  
21 participate if more male members had signed up than female members, even if female members  
22 signed up early, prior to the male members.

23           28.     On several occasions, during double mixer or mixed doubles events, the CLUB  
24 dismissed or sent women home under false pretexs.

25  
26                   **Retaliation Against Female Members When They Complained About the Harassment**

27           29.     On several occasions, the male members harassed the female members. The male  
28 members would intimidate and verbally abuse the female members. This type of harassing behavior



1 took place constantly at the CLUB. However, the CLUB refused to take any remedial action to  
2 redress the harassing behavior. Instead of redressing the abusive behavior, the CLUB instead took  
3 adverse actions against the female members who filed formal complaints about the harassing  
4 behavior of the male members.

5 30. Jim Filicia (“FILICIA”), a member and agent of the CLUB sent abusive and  
6 harassing text messages to WOLF. WOLF reported this behavior to the CLUB’s general manager.  
7 However, the CLUB refused to hold FILICIA accountable in accordance with the CLUB’s bylaws.

8 31. Then, WOLF decided to file a formal complaint against FILICIA with the  
9 Defendants. The CLUB held a grievance hearing. Even though the evidence clearly showed that  
10 FILICIA was the aggressor, and had harassed WOLF, the CLUB concluded that both the parties  
11 were at fault. This was an intentionally biased decision because the CLUB favored men over  
12 women. In turn, the CLUB terminated WOLF’s membership at the CLUB. However, the CLUB  
13 refused to take any adverse action against FILICIA. This unfair treatment was motivated by sex  
14 discrimination. This type of sex discrimination which was prevalent throughout the CLUB’s  
15 business practices and policies.

16  
17 **V. CLASS ALLEGATIONS**

18 32. Plaintiff brings this action, on behalf of himself and all others similarly situated  
19 pursuant to Code of Civil Procedure section 382.

20  
21 **CLASS DEFINITION**

22 33. Plaintiff represents, and is a member of, the Class, consisting of:

- 23 i. All female members of the private clubs owned and operated by the  
24 Defendants.

25 34. Defendants and its employees or agents are excluded from the Class. Plaintiff does  
26 not know the number of members in the Class, but believes Class members number in the hundreds  
27 or thousands, if not more. Thus, this matter should be certified as a Class action to assist in the  
28 expeditious litigation of this matter.

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**CLASS PERIOD**

35. The “Class Period” means:
- ii. Four (4) years prior to the filing of this complaint— from September 22, 2018 to the present.

36. Plaintiffs reserve the right to redefine the Classes, and to add and redefine any additional subclasses as appropriate based on discovery and specific theories of liability.

37. There is a well-defined community of interest in the litigation, the proposed class is easily ascertainable, and Plaintiff is a proper representative of the Class.

**ASCERTAINABILITY:**

38. Class members are readily ascertainable from Defendants’ own records and/or Defendants’ agents’ records.

**NUMEROSITY:**

39. The potential Class members as defined are so numerous and so diversely located throughout California, that joinder of all the members of the Class is impracticable. Class members are dispersed throughout California. Joinder of all members of the proposed class is therefore not practicable.

**COMMONALITY:**

40. There are questions of law and fact common to Plaintiff and the Class that predominate over any questions affecting only individual members of the Class. These common questions of law and fact include, without limitation:

- i. Whether the Defendants’ conduct and business practices violated California Civil Code §§ 51 *et seq.*, when they discriminated on the basis of sex, by treating the male members of their private clubs more favorably than the female members.



1           ii.     Whether the Defendants' conduct violated California Business and  
2                   Professions Code §§ 17200, et seq., when they engaged in unlawful and  
3                   discriminatory business practices.  
4

5 **TYPICALITY:**

6           41.     Plaintiff's claims are typical of the claims of the members of the Class in that  
7                   Plaintiff is a member of the Class that Plaintiff seeks to represent. Similar to members of the Class,  
8                   Plaintiff has suffered due to the Defendant's unlawful business practices and policies. Plaintiff is  
9                   advancing the same claims and legal theories on behalf of herself and all absent members of the  
10                  Class. Defendants have no defenses unique to the Plaintiff.  
11

12 **ADEQUACY OF REPRESENTATION:**

13           42.     Plaintiff will fairly and adequately represent and protect the interests of the Class.  
14                   Plaintiff's interests do not conflict with those of Class members. Plaintiff has retained counsel  
15                   experienced in civil rights law, unfair business practices, including class actions. Plaintiff has no  
16                   adverse or antagonistic interest to those in the Class and will fairly and adequately protect the  
17                   interests of the Class. Plaintiff's attorneys are aware of no interests adverse or antagonistic to those  
18                   of Plaintiff and proposed Class.  
19

20 **SUPERIORITY OF CLASS ACTION:**

21           43.     A Class Action is superior to other available means for the fair and efficient  
22                   adjudication of this controversy. Individual joinder of all Class members is not practicable, and  
23                   questions of law and fact common to the Class predominate over any questions affecting only  
24                   individual members of the Class. Plaintiff and Class members have suffered or may suffer loss in  
25                   the future by reason of Defendants' unlawful policies and/or practices. Certification of this case as  
26                   a class action will allow those similarly situated persons to litigate their claims in the manner that is  
27                   most efficient and economical for the parties and the judicial system. Certifying this case as a class  
28                   action is superior because it allows for efficient relief to Class members, and will thereby effectuate







1 California’s strong public policy of protecting the California public from violations of its laws.

2 44. Even if every individual Class member could afford individual litigation, the court  
3 system could not. It would be unduly burdensome to the courts if individual litigation of the  
4 numerous cases were to be required. Individualized litigation also would present the potential for  
5 varying, inconsistent, or contradictory judgments, and would magnify the delay and expense to all  
6 parties and to the court system resulting from multiple trials of the same factual issues.

7 45. By contrast, conducting this action as a class action will present fewer management  
8 difficulties, conserve the resources of the parties and the court system, and protect the rights of each  
9 Class member. Further, it will prevent the very real harm that would be suffered by numerous  
10 putative Class members who will be unable to enforce individual claims of this size on their own,  
11 and by Defendants’ competitors, who will be placed at a competitive disadvantage because they  
12 chose to obey the law. Plaintiff anticipates no difficulty in the management of this case as a class  
13 action.

14 46. Plaintiff reserves the right to expand the Class definition to seek recovery on behalf  
15 of additional persons or a revised time period as warranted as facts are learned in further  
16 investigation and discovery.

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19 **VI. CAUSES OF ACTION**

20 **FIRST CAUSE OF ACTION**

21 **UNLAWFUL DISCRIMINATION IN VIOLATION OF THE UNRUH ACT**

22 **(California Civil Code §§ 51 *et seq.*)**

23 47. Plaintiff reallege and incorporate herein by reference the allegations contained in all  
24 preceding paragraphs, and further alleges as follows:

25 48. California’s Unruh Civil Rights Act (“UCRA”), (Cal. Civ. Code §§51, *et seq.*),  
26 prohibits arbitrary discrimination by businesses on the basis of specified classifications, including  
27 sex. URCA requires equal treatment and prohibits discrimination on the basis of sex by any  
28 “business establishment.” Civil Code §51(b).



1           49.     The objective of the UCRA is to prohibit businesses from engaging in unreasonable,  
2 arbitrary or invidious discrimination. The UCRA applies not merely in situations where businesses  
3 exclude individuals altogether, but where treatment is unequal. For purposes of the UCRA, unequal  
4 treatment includes offering benefits, privileges and amenities to males that are not provided to  
5 females using the same service for the same purpose. UCRA must be liberally construed to  
6 accomplish this purpose.

7           50.     A defendant that violates UCRA is liable for each and every offense for the actual  
8 damages and any amount that may be determined by a jury, or a court sitting without a jury, up to a  
9 maximum of three times the amount of actual damage but in no case less than four thousand dollars  
10 (\$4,000), and any attorney's fees that may be determined by the court in addition.

11           51.     In addition to actual damages, the person discriminating is subject to liability for a  
12 penalty in any amount that may be determined by a jury or by a court sitting without a jury, up to a  
13 maximum of three times the amount of actual damage, but in no case less than \$4,000 for each and  
14 every offense. Civ. Code § 52(a) Plaintiff need not prove that she suffered actual damages to  
15 recover the independent statutory damages of \$4,000. Thus, any arbitrary discrimination by  
16 businesses is per se injurious, and, regardless of the amount of the successful plaintiff's actual  
17 damages, he or she is entitled to an award of the statutory minimum amount for every violation of  
18 Cal. Civ. Code § 51. *Koire v. Metro Car Wash*, (1985) 40 Cal. 3d 24, 33.

19           52.     Plaintiff and the members of the Class were injured by Defendants' violations of Cal.  
20 Civ. Code § 51, *et seq.* and bring this action to recover actual damages, statutory damages and  
21 attorney's fees.

22           53.     At all times herein mentioned, UCRA was in full force and effect and fully binding  
23 upon Defendants. Plaintiff is a member of a group protected by the statute.

24           54.     CLUBCORP violated UCRA by discriminating against WOLF, and the members of  
25 the class, on the basis of their sex.

26           55.     CLUBCORP owned and operated the CLUB. The Defendants treated its male  
27 members more favorably than its female members. The male members were offered several more  
28 benefits, amenities, and services during the men's night tennis events than offered to the female



1 members during their women’s night tennis events.

2 56. The male members repeatedly harassed the female members. The female members  
3 complained to the CLUB and CLUBCORP. However, the Defendants refused to take any remedial  
4 actions to redress harassment. As a result of CLUBCORP’s inaction, the harassment continued  
5 unabated.

6 57. Whenever the female members made a formal complaint about the harassment, the  
7 Defendants did not redress the issue and instead punished the female members by taking adverse  
8 actions against them.

9 58. These facts show that CLUBCORP discriminated against WOLF and the members of  
10 the class members on the basis of their sex.

11 59. As a direct, foreseeable and proximate result of Defendant’s unlawful actions,  
12 Plaintiff and the class members have suffered, and continue to suffer substantial economic and non-  
13 economic losses.

14 60. As a further direct, foreseeable and proximate result of Defendant’s unlawful actions,  
15 Plaintiff and the class members have suffered emotional distress, humiliation, shame, and  
16 embarrassment, all to the Plaintiff’s and class members’ damage in an amount to be proven at time  
17 of trial.

18 61. The Defendant committed the acts herein despicably, maliciously, fraudulently, and  
19 oppressively, with the wrongful intention of injuring Plaintiff and members of the class, from an  
20 improper and evil motive amounting to malice, and in conscious disregard of the rights or safety of  
21 the Plaintiff and the members of the class. In this manner, the Plaintiff and the class members are  
22 entitled to recover punitive damages from the Defendants in an amount to be proven at the time of  
23 trial.

24 62. The Plaintiff and the class members are entitled to statutory damages pursuant to  
25 California Civil Code §§ 51 *et seq.*

26 63. Plaintiff also requests relief as described below.  
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28 **SECOND CAUSE OF ACTION**

**UNFAIR BUSINESS PRACTICES**

**(California Business and Professions Code §§ 17200, et seq.)**

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64. Plaintiff realleges and incorporates herein by reference the allegations contained in all preceding paragraphs, and further alleges as follows:

65. Business and Professions Code § 17200 et seq. ("UCL") prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

66. Business and Professions Code § 17204 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a civil action for violation of the Unfair Competition Law.

67. Over the duration of the Plaintiff's and the class members' membership with Defendants' CLUB, Defendants have committed unlawful, unfair, and/or fraudulent business acts and practices as defined by Business and Professions Code § 17200 by discriminating against the Plaintiff and the class members in violation of state law.

68. Throughout the course of the Plaintiff's and the class members' membership with Defendants' CLUB, Defendants, its agent and employees committed acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein. Defendants' conduct as herein alleged has damaged the Plaintiffs and the Class by unlawfully discriminating against them on the basis of their sex. The Defendants treated its male members more favorably than its female members. The male members were offered several more benefits, amenities, and services during the men's night tennis events compared to the offerings made to the female members during their women's night tennis events. The male members repeatedly harassed the female members. The female members complained to the CLUB and CLUBCORP. However, the Defendants refused to take any remedial actions to redress harassment. As a result of CLUBCORP's inaction, the harassment continued unabated. Whenever the female members made a formal complaint about the harassment, the Defendants did not redress the issue and instead punished the female members by taking adverse actions against them. These unlawful actions were substantially injurious to the Plaintiffs and the Class.

69. The above-described unlawful actions of Defendants constitutes false, unfair,





1 fraudulent and/or deceptive business practices, within the meaning of Business and Professions  
2 Code § 17200, *et seq.*

3 70. As a result of thier unlawful acts, Defendants have reaped unfair benefits and illegal  
4 profits at the expense of the Plaintiffs and the Class. Defendants should be caused to specifically  
5 perform its obligations, and made to disgorge these ill-gotten gains and pay restitution to Plaintiff  
6 including but not limited to restitution damages, plus interest, as well as attorneys' fees and costs.

7 71. Pursuant to California Business & Professions Code §17204, Defendants should be  
8 enjoined from engaging in or continuing its unlawful business practice as herein alleged.

9 72. As a further direct and proximate result of Defendants' actions as herein alleged,  
10 Plaintiff was required to and did retain attorneys and other legal professionals to represent her and  
11 all other members similarly situated in this action and because this action confers a substantial  
12 benefit on a large group of persons and enforces significant rights Plaintiff is entitled to an award of  
13 attorney fees and costs in accordance with C.C.P. §1021.5.

14 73. Plaintiff also requests relief as described below.  
15  
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17 **VII. PRAYER FOR RELIEF**

18 **WHEREFORE**, Plaintiff respectfully requests the Court enter an Order in favor Plaintiff  
19 and the Class against Defendants, providing Plaintiff and the Class members the following  
20 relief:

- 21 i. Certifying this action as a class action;
- 22 ii. Appointing Plaintiff to serve as the Class Representative;
- 23 iii. Appointing Plaintiff's attorneys as Class Counsel;
- 24 iv. A judgment or order declaring that Defendants' wrongful conduct be adjudged and  
25 decreed to violate the statutes asserted herein;
- 26 v. That the Court declare that Defendants' policies and/or practices of treating its male  
27 members more favorably than its female members was discriminatory based on sex as it violates  
28 California Civil Code §§ 51 *et seq.*

1 vi. That the Court declare that Defendants' above-mentioned policies and/or practices  
2 violate the UCL (Cal. Bus. & Prof. Code §§ 17200-17208).

3 vii. An award to the Plaintiff and the class members of actual damages, plus interest, and  
4 damages for emotional distress and pain and suffering, according to proof allowed by law for  
5 unlawful discrimination in violation of California Civil Code §§ 51 *et seq.*;

6 viii. An award to the Plaintiff and the class members of statutory damages in the amount  
7 of three (3) times the amount of actual damage, but in no case less than \$4,000 for each  
8 discriminatory act pursuant to California Civil Code §§ 51 *et seq.*

9 ix. An order and award of restitution to the Plaintiff and the Class for the Defendants'  
10 unlawful business practices as described herein pursuant to California Business and Professions  
11 Code §§ 17200-12205.

12 x. An award to the Plaintiff and the class members of exemplary damages or punitive  
13 damages pursuant to Civil Code § 3294 and as otherwise allowed by law in an amount to be  
14 determined at trial;

15 xi. An award of reasonable attorneys' fees and costs, pursuant to California Civil  
16 Procedure § 1021.5, California Civil Code §§ 51 *et seq.*, California Bus. & Prof. Code §§ 17200  
17 *et seq.* and/or other applicable law;

18 xii. An award of prejudgment and post-judgment interest;

19 xiii. Injunctive relief enjoined Defendants from continuing the wrongful conduct alleged  
20 herein and be required to comply with all applicable laws; and

21 xiv. An award to the Plaintiff and the Class of such other and further legal and equitable  
22 relief as the Court deems just and proper.

23  
24 **DEMAND FOR JURY TRIAL**

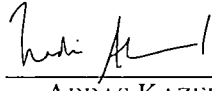
25 Plaintiff hereby demands a trial by jury for all such triable claims.  
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1 Dated: September 23, 2022

Respectfully submitted,

**KAZEROUNI LAW GROUP, APC**

By:   
 \_\_\_\_\_  
 ABBAS KAZEROUNIAN, ESQ.  
 NADIR O. AHMED, ESQ.  
*Attorneys for Plaintiff*

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Morgan Run Club & Resort Discriminates Against Female Members](#)

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