

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN

CENTER FOR INQUIRY, INC., a New-York non-  
profit corporation,  
d/b/a CENTER FOR INQUIRY-MICHIGAN,

CASE NO.

and

HON.

JEFFREY SEAVER, an individual,

MAGISTRATE JUDGE

Plaintiffs,

v.

GOLF COURSE SERVICES, LLC,  
d/b/a THE WYNDGATE, a Michigan  
Corporation,

and

LARRY WINGET, an individual,

Defendants.

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Megan A. Bonanni P52079  
Michael L. Pitt P24429  
Pitt McGehee Palmer Rivers & Golden, P.C.  
117 W. Fourth Street, Suite 200  
Royal Oak, Michigan 48067  
(248) 398-9800

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**COMPLAINT AND DEMAND FOR JURY**

Plaintiffs Center for Inquiry, Inc. and Jeffrey Seaver complain against Defendants  
Golf Course Services, LLC and Larry Winget as follows:

**JURISDICTION and VENUE**

1. This is an action under 42 U.S.C. § 2000A et. seq. and MCL 37.2102, seeking declaratory and injunctive relief, to enjoin Defendants Larry Winget and Golf Course Services, L.L.C., d/b/a The Wyndgate in Rochester Hills, MI from denying use of its facilities to members of the public based upon their religious beliefs.

2. This is also an action for damages resulting from Defendants' breach of contract for services.

3. Jurisdiction is conferred upon this Court by 28 U.S.C. §§ 1331 and 1343(3) and (4), as this action seeks redress for the violation of Plaintiffs' federal constitutional and civil rights.

4. Plaintiffs' claims for declaratory relief are authorized by 28 U.S.C. §§ 2201 and 2202 and Rule 57 of the Federal Rules of Civil Procedure.

5. The Court has supplemental jurisdiction over Plaintiffs' breach of contract claim pursuant to 28 U.S.C. § 1367(a), because all the claims are so related to those claims for which original jurisdiction with this Court lies that they form part of the same case or controversy under Article III of the United States Constitution.

6. Venue is proper in this district because each Defendant may be found within the district and a substantial part of the events or omissions giving rise to the claims occurred in the district.

### **PARTIES**

7. Plaintiff Center for Inquiry, Inc. is a New York not-for-profit corporation with a principal place of business in Amherst, New York.

8. Plaintiff Center for Inquiry, Inc., is authorized to do business in Michigan, and conducts business in Michigan under the name Center for Inquiry-Michigan.

9. Plaintiff Jeffrey Seaver is a resident of the State of Michigan.

10. Seaver is Executive Director of Center For Inquiry-Michigan.

11. Defendant Golf Course Services, L.L.C. (Golf Course Services) is a Michigan limited liability company with a principal place of business in Rochester Hills, MI.

12. One of the assumed names under which Golf Course Services does business is "The Wyndgate."

13. The Wyndgate is a banquet and meeting facility that holds itself open to the public offering a variety of dining and food and beverage services, including banquets, conferences, and facilities for meetings, social gatherings, weddings and other events.

14. Defendant Larry Winget is a resident of the State of Michigan.

15. Winget is the owner of Golf Course Services and the Wyngate.

16. Winget has formed several business entities for the various aspects of the Wyndgate's development and operation, all of which do business under the umbrella of Golf Course Services.

#### **STATEMENT OF COMMON FACTS**

17. Since approximately March 2002, Defendant Golf Course Services has sold goods and services to the public, including interstate travelers. Such goods and services include, but are not limited to:

- a. Golf course services;
- b. Food and drink;
- c. Banquet services
- d. Conference and meeting services and facilities; and

- e. Entertainment services that use goods, such as seeds, mowers and golf carts, a substantial portion of which has moved in interstate commerce.

18. On or about September 12, 2011, Plaintiff Center For Inquiry-Michigan and Defendant Golf Course Services entered into a contract pursuant to which Golf Course Services would provide space, food, wait-staff and related goods and services for an October 12th dinner event for about 100 people.

19. The parties referred to the subject matter of the contract as "the October 12th dinner," or "the Dawkins Dinner."

20. Dawkins refers to Richard Dawkins, the 1995-2008 Charles Simonyi Professor of the Public Understanding of Science at Oxford University.

21. Professor Dawkins is the author of The God Delusion and is well-known as an atheist.

22. Center For Inquiry-Michigan promoted the dinner, in interstate commerce, as a means to:

- a. Hear a speech from Professor Dawkins;
- b. Meet Professor Dawkins in a small group;
- c. Discuss Dawkins speech, publications and philosophies;
- d. Hear about recent events and current projects of the Richard Dawkins Foundation; and
- e. Enjoy food and drink in a social and educational setting.

23. On or about October 6, 2011, less than a week before the Dawkins dinner, Defendant Golf Course Services arbitrarily and unilaterally cancelled the event, without any prior notice.

24. Golf Course Services' event coordinator said to Center For Inquiry-Michigan's Assistant Director the following (or words to the effect of):

- a. "We will be unable to host your event;"
- b. "The owner [of the Wyndgate] does not wish to associate with certain individuals and philosophies;"
- c. "My boss didn't realize until a few days ago who your author was for this book signing and dinner."
- d. "The owner [of the Wyndgate] called me into his office this morning and said that he would not host your event because he saw Richard Dawkins on Bill O'Reilly last night and he put two and two together."

25. The references to "the owner" are to Defendant Larry Winget.

26. The reference to "Richard Dawkins on Bill O'Reilly" refers to a television interview of Richard Dawkins which Bill O'Reilly conducted during his nationally broadcast show, "The O'Reilly Factor."

27. The broadcast segment on which Dawkins appeared aired on October 5, 2011. The interview can be found on the internet at: <http://video.foxnews.com/v/1202819421001/oreilly-vs-richard-dawkins/>

28. The Interview was featured in the "Personal Story" segment, in conjunction with the following captions:

- a. "Advocating Atheism;" and
- b. "Richard Dawkins: Atheist"

29. The "certain individuals" and "philosophies" with which Defendants do not want to associate, are: atheists, agnostics and all other persons with similar religious philosophical beliefs.

30. Golf Course Services' event coordinator, acting under order of Defendant Larry Winget in both his corporate and individual capacities, confirmed the decision to cancel the Dawkins Dinner by email October 6, 2011, which stated in pertinent part:

Hello Mrs. Beahan, as per our conversation this email is to serve as a cancellation for The Wyndgate Country Club to host your event next Wednesday October 12th 2011.

31. Defendant Winget ordered the cancellation of the October 12th dinner in both his corporate capacity, as owner and operator of Defendant Golf Course Services, and in his individual personal capacity.

32. Plaintiff Center For Inquiry-Michigan is comprised of atheists, agnostics and other people whose religious affiliation is within at least one class of the above-defined "certain individuals" whom Defendants have discriminatorily decided not to accommodate.

33. Plaintiff Center For Inquiry-Michigan is comprised of atheists, agnostics and other people whose religious beliefs are within at least one class of above-defined "certain ... philosophies" which Defendants have discriminatorily decided not to accommodate.

34. Plaintiff Seaver describes his religious identity as atheist.

**FIRST CAUSE OF ACTION**  
**Title II of the CIVIL RIGHTS ACT, 42 U.S.C. §2000a, et. seq.**

35. Plaintiffs repeat and reallege the foregoing paragraphs as if fully set forth herein.

36. Title II of the Civil Rights Act of 1964 prohibits discrimination in places of public accommodation because of religion.

37. Defendants operate a place of public accommodation for purposes of the Act.

38. Discrimination because of religion under the Act includes discrimination on the basis of *not* having a religion, i.e., on the basis of one's atheism or agnosticism.

39. In willful violation of Title II of the Civil Rights Act of 1964, Defendants denied the full and equal enjoyment of their goods, services, facilities, privileges, advantages, and accommodations of Golf Course Services' place of public accommodation to Center For Inquiry, Inc., Center For Inquiry-Michigan's members, Seaver and those who reserved a seat at the Dawkins Dinner on the basis of their religious beliefs.

40. Because of the actions of Defendants, Center For Inquiry members, Seaver and those who reserved a seat at the Dawkins Dinner who seek full and equal enjoyment of Golf Course Services' place of public accommodation have been and will continue to be discriminated against on the grounds of their religious beliefs.

41. As a direct and proximate cause of Defendants' conduct, Center For Inquiry members, Seaver and those who reserved a seat at the Dawkins Dinner, as well as any members of the general public, were and will be denied the full and equal enjoyment of Golf Course Services' public accommodations on the grounds of their religious beliefs.

**SECOND CAUSE OF ACTION**  
**ELLIOTT-LARSEN CIVIL RIGHTS ACT, MCLS § 37.2302, et. seq.**

42. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

43. The Michigan Civil Rights Act prohibits discrimination in places of public accommodation because of religion.

44. Defendants operate a place of public accommodation for purposes of the Act.

45. Discrimination because of religion under the Act includes discrimination on the basis of *not* having a religion, ie, on the basis of one's atheism or agnosticism.

46. In willful violation of the Michigan Civil Rights Act, Defendants denied the full and equal enjoyment of their goods, services, facilities, privileges, advantages, and accommodations of Golf Course Services' place of public accommodation to Center For Inquiry-Michigan's members, Seaver and those who reserved a seat at the Dawkins Dinner on the basis of their religious beliefs.

47. Because of the actions of Defendants, Center For Inquiry members, Seaver and those who reserved a seat at the Dawkins Dinner who seek full and equal enjoyment of Golf Course Services' place of public accommodation have been and will continue to be discriminated against on the grounds of their religious beliefs.

48. As a direct and proximate cause of Defendants' conduct, Center For Inquiry members, Seaver and those who reserved a seat at the Dawkins Dinner, as well as any members of the general public, were and will be denied the full and equal enjoyment of Golf Course Services' public accommodations on the grounds of their religious beliefs.

**THIRD CAUSE OF ACTION**  
**BREACH OF CONTRACT**

49. Plaintiffs repeat and re-allege the foregoing paragraphs as if fully set forth herein.

50. Plaintiffs and Defendants entered into an enforceable contract pursuant to which Golf Course Services would provide space, food, wait-staff and related goods and services for the Dawkins Dinner.

51. Defendant Golf Course Services breached its contract with Center For Inquiry-Michigan by cancelling the Dawkins Dinner.

52. As a proximate and direct result of Defendant's breach of contract, Plaintiffs were forced to hire banquet services from another vendor at a higher price than the Golf Course Services contract price.

53. Plaintiff has sustained injury, loss and damage in an amount to be determined at trial.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff requests judgment against the Defendants, jointly and severally, as follows:

- a. Declaration that Defendants Golf Course Services, L.L.C. and Larry Winget have denied members and guests of Plaintiff Center for Inquiry, Inc. and Plaintiff Jeffrey Seaver the full and equal enjoyment of Golf Course Services' goods, services, facilities, privileges, advantages, or accommodations of Golf Course Services' place of public accommodation on the basis of Plaintiffs' religious beliefs;
- b. Declaration that Golf Course Services, L.L.C. breached a contract with Plaintiff Center for Inquiry, Inc.;
- c. Enjoining Defendants Golf Course Services, L.L.C. and Larry Winget from further religious discrimination of members and guests of Plaintiffs Center for Inquiry, Inc., Jeffrey Seaver, and members of the public;
- d. Ordering Defendants Golf Course Services, L.L.C. and Larry Winget to pay damages for violation of Title II of the Civil Rights Act of 1964 to Plaintiff Center for Inquiry, Inc. on behalf of its members and guests and to Plaintiff Jeffrey Seaver;
- e. Ordering Defendants Golf Course Services, L.L.C. and Larry Winget to pay damages for violation of the Elliott-Larsen Civil Rights Act to Plaintiff Center for Inquiry, Inc. on behalf of its members and guests and to Plaintiff Jeffrey Seaver;
- f. Ordering Defendant Golf Course Services, L.L.C. to pay Center for Inquiry, Inc. the actual damages suffered from breach of contract;
- g. Ordering Defendants Golf Course Services, L.L.C. and Larry Winget to

pay Plaintiffs Center for Inquiry, Inc.'s and Jeffrey Seaver's reasonable attorneys' fee and costs, pursuant to 42 U.S.C. §1988;

- h. Awarding Center for Inquiry, Inc. and Jeffrey Seaver pre-judgment and post-judgment interest on any monetary award; and
- i. Awarding such other and further relief as this Court deems proper.

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Dated: April 27, 2012

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**JURY DEMAND**

Plaintiffs Center for Inquiry, Inc. and Jeffrey Seaver requests a trial by jury to the  
within causes of action.

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