LEE LAW OFFICES
W. Dan Lee (SBN 289526)
[dlee@leelawltd.com]
725 S. Figueroa Street, Suite 3065
Los Angeles, California 90017
Tel: (323) 289-2260 | Fax: (323) 642-5451

Attorney for Plaintiffs JONGSEO LEE aka JOSEPH LEE, MINKYOUNG KIM, MYUNGHEE BYUN, MIN JUNG LEE, AND SONIA ELENA AHN, as individuals and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

SPRING STREET COURTHOUSE

JONGSEO LEE aka JOSEPH LEE, MINKYOUNG KIM, MYUNGHEE BYUN, MIN JUNG LEE, AND SONIA ELENA AHN, as individuals and on behalf of all others similarly situated,

Plaintiffs,

vs.

CITY OF LOS ANGELES,

Defendant.

Case No. 24STCV07120

CLASS ACTION PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 382

COMPLAINT FOR:

(1) Breach of Implied Contract
(2) Breach of the Public Trust

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiffs JONGSEO LEE aka JOSEPH LEE, MINKYOUNG KIM, MYUNGHEE BYUN, MIN JUNG LEE, and SONIA ELENA AHN (collectively, "Plaintiffs"), as individuals and on behalf of all others similarly situated, by and through the undersigned attorney, bring this action, pursuant to California Code of Civil Procedure ("Code Civ. Proc.") Section 382, against Defendant CITY OF LOS ANGELES ("LA City" or "Defendant") as follows:

INTRODUCTION

1. This lawsuit arose from LA City's failure to perform its duties under the rules, regulations, and code of conduct promulgated by the Board of Recreation and Park Commissioners ("Board"), pursuant to LA City Municipal Code Section 63.44. Said failure has permitted black-market tee-time brokers to buy up and resell tee times for profit at Los Angeles city golf courses ("LA City Golf Courses"). As a result, the persons who have purchased an LA City Golf Player Card ("Player Card") have not received the benefits of affordable tee times as promised by LA City with the purchase of a Player Card.

2. At all times relevant hereto, Plaintiffs reside in the County of Los Angeles, California and have purchased Player Cards during the applicable statute of limitations. Plaintiffs are members of SoCal Dream Golf Club. Members of SoCal Dream Golf Club, with lead of its president, Plaintiff JONGSEO LEE aka JOSEPH LEE, conducted extensive research and investigation relating to illegal tee time bookings by black market brokers at LA City Golf Courses. Finally, in October 2023, Plaintiffs reported it to LA City Golf Courses. Despite the repeated reports with evidence in detail, LA City did not take any action to prevent illegal tee time bookings. Accordingly, the situation has become worse than ever to the extent that it is now impossible for Player Card holders to book a tee time at LA City Golf Courses.

3. Therefore, Plaintiffs bring this class action, as individuals and on behalf of all those who have ever purchased Player Cards at LA City Golf Courses within the applicable statute of limitations, seeking the refund of Player Cards during that time.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the parties and the subject matter in this lawsuit.

5. Venue is proper in the County of Los Angeles, pursuant to Code Civ. Proc. § 395(a), because the acts or occurrences giving rise to this action occurred in this district.

COMMON ALLEGATIONS

6. LA City owns LA City Golf Courses with twenty (20) golf courses at eighteen (18) different sites, including Griffith Park (Harding), Griffith Park (Wilson), Hansen Dam, Harbor Park, Los Feliz, Penmar, Rancho Park, Roosevelt, Sepulveda (Balboa), Sepulveda (Encino), and

Woodley Lakes. Of the twenty (20) golf courses, thirteen (13) are eighteen-hole regulation length courses, three (3) are convenient nine-hole regulation length courses, one (1) is a challenging eighteen-hole executive length course, one (1) is an eighteen-hole par-three course, and two (2) are a nine-hole par-three course.

7. LA City Golf Courses, which are managed by the Department of Recreation and Parks ("DRP"), feature a variety of beautiful and interesting settings from the foothills of the San Gabriel Mountains to the coastline overlooking the Pacific Ocean and offer affordable greens fees to the public.

8. LA City Municipal Code Section 63.44 provides the "REGULATIONS AFFECTING PARK AND RECREATION AREAS." Said provision states in pertinent part that "[e]very person shall comply with rules promulgated by the Board for the use of golf courses, tennis courts, and dog parks, which rules shall be conspicuously posted at each golf course, tennis court, and dog park." (Municipal Code § 63.44, subd. G.) As published on the City of Los Angeles Department of Recreation and Parks Golf Site (https://www.golf.lacity.org), the "Rules, Regulations, and Code of Conduct" promulgated by the Board provide the following regarding "Booking A Tee Time":

> **Brokering or advertising tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited.**
>
> * * * *
>
> **It is prohibited to use any computer program, bot, offline reader, and site search/retrieval application. Other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining a City of Los Angeles Golf Reservation Tee Time is strictly prohibited. Violations of our policy will result in tee time cancellations and a loss of reservation and playing privileges. Our goal is to make the booking process fair to all golfers who wish to play at our facilities.**
>
> (Accessed https://www.golf.lacity.org/rules_regulations/ on March 20, 2024, original bold.)

9. A Player Card is required to book tee times up to *nine (9) days in advance* (beginning

at 6:00 a.m.) at all LA City Golf Courses. Player Card holders are entitled to book one foursome per day (fivesome where applicable). Without the purchase of a Player Card, the general public can book tee times *seven (7) days in advance*. As such, Player Card holders are provided with an advantage of two (2) days in advance compared to those without a Player Card.

10. Plaintiffs have purchased Player Cards in reliance upon the promises made by LA City, by and through DRP, that: (i) with the purchase of Player Cards, they can book tee times nine (9) days in advance; (ii) brokering or advertising tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited; (iii) the Department of Recreation and Parks Golf Division never consented to any brokering or advertising tee times for resale; (iv) it is strictly prohibited to use any computer program, bot, offline reader, and site search/retrieval application for the purposes of booking tee times; (v) other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining tee times at LA City Golf Courses is strictly prohibited; and (vi) the booking process is fair to all golfers who wish to play at LA City Golf Courses. In purchasing Player Cards, Plaintiffs have further replied that LA City, by and through DRP, will keep the foregoing promises to protect and serve the public, such as Player Card holders, by assuring that the booking process is fair to all golfers who wish to play at LA City Golf Courses.

11. However, LA City has permitted third-party brokers to have been snapping up prime, affordable tee times for the purposes of resale with premium booking fees. As a result, Player Card holders who are unable to book tee times online are often forced to purchase tee times with premium booking fees from those brokers. This illegal tee-time booking practice has been going on for years under the watch of DRP. As early as October 2023, LA City, by and through DRP, was informed of such illegal tee-time bookings at LA City Golf Courses. But nothing has been done to ensure the booking process is fair to all golfers who wish to play at LA City Golf Courses.

12. For years, local golfers, including Plaintiffs, have suspected something shady going on behind the scenes regarding tee-time booking process at LA City Golf Courses. After extensive research and investigation by members of SoCal Dream Golf Club under lead of its president,

Plaintiffs informed DRP of illegal tee time bookings at LA City Golf Courses in October 2023.

13. On October 12, 2023 at 1:05 PM, Plaintiff SONIA ELENA AHN ("Ms. Ahn") sent an email to DRP at rap.golf@lacity.org, stating: "I would like to report illegal brokering of tee times. Could you please advise me of an email address or a phone number?" On October 12, 2023 at 1:13 PM, Rick Reinschmidt ("Mr. Reinschmidt"), Golf Manager at LA City Golf Courses, promptly emailed from rick.reinschmidt@lacity.org to Ms. Ahn, asking her, "What do you know or what have you observed regarding this issue?"

14. In response, on October 12, 2023 at 2:40 PM, Ms. Ahn emailed Mr. Reinschmidt, stating (bold and italics added):

> I would like to report some brokers that are reselling the tee times for $30 or $40.
>
> These brokers are ***using macro programs to book multiple tee times at the same time and selling it to people that were unable to book through la-city golf websites because of THEM***.
> I did book through them several times because I had no choice and I also have attached the proof of paying one of them through zelle.
>
> The below is the website that they upload the times and the password is: 727272
>
> https://airtable.com/appehp4nGkI9RGtNY/shruyVlLX9Qsw2oY2/tblRavyK8iB244u8E
>
> Below is my friend asking the broker [*known as KIM SHIL JANG*] what tee times he got for 10/9 and that's the list he sent to my friend.

15. In addition, on October 12, 2023 at 3:40 PM, Ms. Ahn emailed Mr. Reinschmidt with more information about KIM SHIL JANG with his cell number (626-313-9231) and website https://www.google.com/search?q=%EC%97%98%EC%97%90%EC%9D%B4+%ED%8B%B0%ED%83%80%EC%9E%84+%EA%B9%80%EC%8B%A4%EC%9E%A5&sca_esv=572984873&rlz=1C1EJFC_enUS877US877&sxsrf=AM9HkKkggqayE0_w7eR0l63FFPXF-GvpGw%3A1697150166998&ei=1nQoZbfEPIbC0PEPzPW2wAY&oq=%EC%97%98%EC%97%90&gs_lp=Egxnd3Mtd2l6LXNlcnAiBuyXmOyXkCoCCAAyBxAjGLADGCcyBxAjGLADGCcyB

xAjGLADGCcyChAAGEcY1gQYsAMyChAAGEcY1gQYsAMyChAAGEcY1gQYsAMyChAAG EcY1gQYsAMyChAAGEcY1gQYsAMyChAAGEcY1gQYsANI9wlQAF gAcAF4AZABAJgBAKABAKoBALgBAcgBAOIDBBgAIEGIBgGQBgo&sclient=gws-wiz-serp.

16. On October 12, 2023 at 3:54 PM, Ms. Ahn emailed Mr. Reinschmidt regarding another broker as follows:

> Broker #2 only offers tee time through KAKAO TALK (chatting app) and these days he has been cautious because he knows there's an investigation running about illegal tee time brokering. And also these days he is asking where you want to play instead of giving you a full list of the courses. Both brokers are concerned about selling tee times illegally because this has been published in a Korean news and broker#1 put a password on her online tee time.
>
> Do you need more help trying to find out which tee times they booked? If so, let me know I will try to help you.

17. In addition, on October 13, 2023 at 2:33 PM, Ms. Ahn informed Mr. Reinschmidt of a broker #3 known as TAE SHIL JANG with his cell number (213-597-8155), Zelle account (Tedyounkim@gmail.com), and Venmo ID @ Ted-Kim-67.

18. On October 13, 2023, Mr. Reinschmidt emailed Ms. Ahn, stating (bold and italics added):

> Thank you so much! This is extremely helpful. ***I have already informed our tee time vendor and we've already started addressing all these accounts used in booking these original tee times***. It seems like broker #1's link is already dead. They must already know we're on to them. I'll let you know how our meeting goes with our vendor next week. ***We're already trying to come up with solutions***. Have a great weekend!!!

19. Furthermore, between October 13, 2023 and November 2, 2023, Ms. Ahn sent Mr. Reinschmidt several emails providing additional information regarding how those brokers obtained tee times and selling them online and demanded to fix the ongoing illegal tee time bookings by black market brokers at LA City Golf Courses.

20. To date, however, nothing has been done to prevent the illegal tee time bookings at

LA City Golf Courses. Thus, Player Card holders, such as Plaintiffs, have been injured as a result of LA City's failure to perform its promises under the "Rules, Regulations, and Code of Conduct" promulgated by the Board, including: (i) with the purchase of Player Cards, they can book tee times nine (9) days in advance; (ii) brokering or advertising tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited; (iii) the Department of Recreation and Parks Golf Division never consented to any brokering or advertising tee times for resale; (iv) it is prohibited to use any computer program, bot, offline reader, and site search/retrieval application for the purposes of booking tee times; (v) other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining a City of Los Angeles Golf Reservation Tee Time is also strictly prohibited; and (vi) the booking process is fair to all golfers who wish to play at LA City Golf Courses.

21. As a result of LA City's failure described herein, Player Cards have no value for the purposes of obtaining affordable tee times at LA City Golf Courses. Therefore, Plaintiffs and the Class members seek the full refund of Player Cards purchased during the applicable statute of limitations.

CLASS ACTION ALLEGATIONS

22. This action has been brought and may be maintained as a class action, pursuant to Code Civ. Proc. section 382, because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below, and Plaintiffs are unaware of any difficulties likely to be encountered in managing this case as a class action.

23. Class Definition: The class is defined as individuals who have ever purchased an LA City Golf Player Card within the applicable statute of limitations.

24. Reservation of Rights: Pursuant to California Rules of Court, Rule 3.765(b), Plaintiffs reserve the right to amend or modify the foregoing class definition with greater specificity, if required or necessary.

25. Numerosity: The potential members of the Class are so numerous that the individual joinder of each individual class member is impractical. While Plaintiffs do not currently know the

exact number of the proposed class members, Plaintiffs are informed and believe that the actual number exceeds the minimum requirement under California law.

26. Commonality and Predominance: Common questions of law and fact exist as to the potential members of the Class and predominate over any questions which affect only individual class members. These questions include (a) whether LA City breached an implied contract with the Class members, (b) whether LA City breached the public trust owed to the Class members, and (c) whether the Class members have sustained damages resulting from any of the foregoing breaches by LA City.

27. Typicality: Plaintiffs' claims are typical of the Class claims. Plaintiffs and all members of the Class sustained injuries and damages arising out of, and caused by, LA City's breach of an implied contract and/or breach of the public trust as alleged herein.

28. Adequacy of Representation: Plaintiffs will fairly and adequately represent and protect the interests of the Class members. Plaintiffs have no adverse interests, or otherwise in conflict with the interests of absent Class members. Counsel for Plaintiffs is competent and experienced in litigating class actions and is dedicated to vigorously prosecuting this action on behalf of Plaintiffs and absent Class members.

29. Superiority: A class action is vastly superior to other available means for fair and efficient adjudication of class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to prosecute their common claims simultaneously and efficiently in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue their claims. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

FIRST CAUSE OF ACTION:

Breach of Implied Contract

30. Plaintiffs incorporate by reference the allegations in the preceding paragraphs as if set forth fully herein.

31. "An implied-in-fact contract is based on the conduct of the parties. Like an express contract, an implied-in-fact contract requires an ascertained agreement of the parties." *Unilab Corp. v. Angeles-IPA* (2016) 244 Cal.App.4th 622, 636 (internal citation omitted). "While an implied in fact contract may be inferred from the conduct, situation or mutual relation of the parties, the very heart of this kind of agreement is an intent to promise." *Division of Labor Law Enforcement v. Transpacific Transportation Co.* (1977) 69 Cal.App.3d 268, 275; see also *Friedman v. Friedman* (1993) 20 Cal.App.4th 876, 888.

32. LA City, by and through DRP, has promoted LA City Golf Courses and encouraged the general public to purchase Player Cards. In furtherance of such marketing promotion, LA City, by and through DRP, agreed that: (i) with the purchase of Player Cards, Plaintiffs and the Class members can book tee times nine (9) days in advance; (ii) brokering tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited; (iii) the Department of Recreation and Parks Golf Division never consented to brokering tee times for resale; (iv) using any computer program, bot, offline reader, and site search/retrieval application for the purposes of booking tee times is prohibited; (v) other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining tee times at LA City Golf Courses is also strictly prohibited; and (vi) the booking process is fair to all golfers who wish to play at LA City Golf Courses.

33. Plaintiffs and the Class members have purchased Player Cards in reliance upon the foregoing promises. As Player Card holders, Plaintiffs and the Class members have complied with the rules, regulations, and code of conducted promulgated by the Board. As such, Plaintiffs and the Class members tried to book their respective tee times nine (9) in advance without using any of the prohibited devices or methods. However, as described above, it was, and still is, impossible to book a tee time nine (9) days in advance with Player Cards due to illegal tee time bookings at LA City Golf Courses.

34. LA City, by and through DRP, was well informed of the illegal tee time bookings by black market brokers as early as October 2023. However, LA City, by and through DRP, has done

nothing to prevent such illegal activities at LA City Golf Courses.

35. As a result of LA City's failure to keep its promises made in exchange of purchasing a Player Card, the Player Card has provided no benefits to Plaintiffs and the Class members for the purposes of obtaining a tee time at LA City Golf Courses.

36. LA City's failure to keep its promises made in exchange of purchasing a Player Card is a direct and proximate cause of the damages sustained by Plaintiffs and the Class members in the amount to be proved at trial.

37. Plaintiffs and the Class members seek the refund of Player Cards purchased within the applicable statute of limitations, which is two years for this claim pursuant to Code Civ. Proc. § 339. Accordingly, Plaintiffs and the Class members seek the full refund of Player Cards purchased during the applicable statute of limitations.

SECOND CAUSE OF ACTION:

Breach of the Public Trust

38. Plaintiffs incorporate by reference the allegations in the preceding paragraphs as if set forth fully herein.

39. LA City is to serve the public, including Plaintiffs and the Class members. As such, LA City has a duty owed to Plaintiffs and the Class members.

40. Plaintiffs and the Class members as Player Card holders have trusted that LA City, by and through DRP, will manage LA City Golf Courses in compliance with the "Rules, Regulations, and Code of Conduct" promulgated by the Board. As such, Plaintiffs and the Class members as Player Card holders have trusted that LA City, by and through DRP, will provide a fair opportunity to them in booking tee times by preventing and eradicating any illegal bookings at LA City Golf Courses.

41. Accordingly, Plaintiffs and the Class members have purchased Player Cards in trusting LA City, by and through DRP, to the extent that: (i) with the purchase of Player Cards, Plaintiffs and the Class members can book tee times nine (9) days in advance; (ii) brokering tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited; (iii) the Department of Recreation and

Parks Golf Division never consented to brokering tee times for resale; (iv) using any computer program, bot, offline reader, and site search/retrieval application for the purposes of booking tee times is prohibited; (v) other manual or automatic devices, tools, or processes to retrieve, data mine, or in any way reproduce or circumvent the navigational structure, or presentation of the content or the site itself, for obtaining tee times at LA City Golf Courses is also strictly prohibited; and (vi) the booking process is fair to all golfers who wish to play at LA City Golf Courses.

42. As early as October 2023, LA City, by and through DRP, was put on notice that several brokers, using macro programs, were buying up tee times and reselling them for profits.

43. Article XI, section 7 of the California Constitution grants a city broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws." See also Gov. Code, § 37100 ("The legislative body [of a city] may pass ordinances not in conflict with the Constitution and laws of the State or United States."). California Penal Code Section 346 provides: "Any person who, without the written permission of the owner or operator of the property on which an entertainment event is to be held or is being held, sells a ticket of admission to the entertainment event, which was obtained for the purpose of resale, at any price which is in excess of the price that is printed or endorsed upon the ticket, while on the grounds of or in the stadium, arena, theater, or other place where an event for which admission tickets are sold is to be held or is being held, is guilty of a misdemeanor." Said provision is directly related to one of the rules and regulations promulgated by the Board that "the brokering or advertising tee times for resale without express written consent of the City of Los Angeles, Department of Recreation and Parks Golf Division is strictly prohibited."

44. Therefore, LA City has the power to prevent, prosecute, and eradicate illegal tee time bookings. Despite the foregoing notice expressly given to DRP, however, LA City has failed to exercise its power to prevent the ongoing illegal tee time bookings at LA City Golf Courses.

45. Therefore, LA City breached the public trust by failing to manage LA City Golf Courses in compliance with the "Rules, Regulations, and Code of Conduct" promulgated by the Board and to protect and serve the public, including Plaintiffs and the Class members.

46. As a result of LA City's breach of the public trust, Plaintiffs and the Class members

have sustained damages in the amount to be proved at trial.

47. Plaintiffs and the Class members seek the refund of Player Cards purchased within the applicable statute of limitations, which is three years for this claim pursuant to Code Civ. Proc. § 338. Accordingly, Plaintiffs and the Class members seek the full refund of Player Cards purchased during the applicable statute of limitations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs as individuals and on behalf of the Class members pray for relief and judgment against Defendant as follows:

A. For this Court's determination that this action may proceed and be maintained as a class action;

B. For monetary damages;

C. For pre-judgment and post-judgment interests at the maximum rate allowed by law;

D. For an award of costs of suit incurred in connection with this action; and

E. For such other and further relief as the Court may deem just and proper.

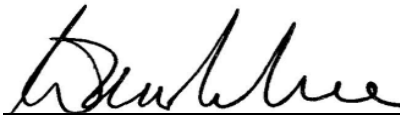
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial by jury.

Date: March 21, 2024

Respectfully submitted,

LEE LAW OFFICES

By: 

W. Dan Lee
Attorney for Plaintiffs JONGSEO LEE aka JOSEPH LEE, MINKYOUNG KIM, MYUNGHEE BYUN, MIN JUNG LEE, AND SONIA ELENA AHN, as individuals and on behalf of all others similarly situated

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