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FILED
CIVIL BUSINESS OFFICE 2L
CENTRAL DIVISION

2017 MAY 10 PM 3:02

CLERK-SUPERIOR COURT
SAN DIEGO COUNTY, CA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO, CENTRAL DIVISION**

DUY TRANG, an individual;

Plaintiff,

v.

STANLEY S. PENN dba LUCKY LADY
CARD ROOM; and DOES 1 through 99,
inclusive;

Defendants.

Case No.: **37-2017-00016817-CU-BC-CTL**

[Unlimited Civil Case]
[Amount Demanded Exceeds \$25,000]

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

- 1) BREACH OF CONTRACT
- 2) NEGLIGENCE
- 3) VIOLATIONS OF BUSINESS AND
PROFESSIONS CODE SECTION 17200 ET
SEQ.

[JURY TRIAL DEMANDED]

Plaintiff Duy Trang ("Trang" or "Plaintiffs") allege as follows:

JURISDICTION, PARTIES AND VENUE

1. Plaintiff, Duy Trang is an individual, doing business in the County of San Diego,
State of California.

2. Plaintiff is informed and believes, and based on such information and belief
alleges that Defendant Stanley S. Penn dba Lucky Lady Card Room ("Lucky Lady Card Room")
is an individual, transacting business in the County of San Diego, State of California.

3. Plaintiff is ignorant of the true names and capacities of defendants sued herein as

Does 1 to 99, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when ascertained.

4. Defendants, and each of them, were and are agents, servants, representatives, and/or employees of each of the other defendants herein, and were at all times acting within the course and scope of such agency, representation and employment and with the permission and consent of each of said defendants.

5. Wherever appearing in this complaint, each and every reference to defendants and to any of them, is intended to be and shall be a reference to all defendants hereto, and to each of them, named and unnamed, including all fictitiously named defendants, unless said reference is otherwise specifically qualified.

6. Plaintiffs reserve the right to assert additional violations of law as documents and information related to the transaction(s) are produced in the course of discovery in this action.

7. Venue is proper in the County of San Diego under Code of Civil Procedure Sections 392 and 395 because this action results from transactions occurring in San Diego County. Further, a substantial portion of the transactions and wrongs complained of herein, including the defendants' participation in the wrongful acts occurred in this County, and defendants have received substantial compensation in this County by doing business here and engaging in numerous activities that had an effect in this County.

8. Lucky Lady Card Room is, and at all times relevant has been operating under a license pursuant to the Special Business Regulations of the Gambling Control Act. Business and Professions Code §19800, et seq.

FACTS

9. Over many years, plaintiff was a patron at the Lucky Lady Card Room, mostly playing card games. However, at some point, plaintiff began to realize that he had a serious gambling problem, and defendant knew plaintiff to be a compulsive gambler.

10. The California Legislature and Courts recognize compulsive gambling as a mental disorder.

1 11. In or about 2012, in acknowledgement of his gambling problem, plaintiff asked to
2 be placed on the Lucky Lady Card Room list of "self-excluded patrons," as established by the
3 State of California, Attorney General's regulations, and signed a lifetime self-exclusion form at
4 Lucky Lady Card Room. Plaintiff asked to be placed on the "self restricted" list for life from
5 playing pit games (i.e. blackjack, pai gow, and baccarat). Plaintiff then requested that that form
6 be filed with the Lucky Lady Card Room self-exclusion records. The self-exclusion form is an
7 irrevocable, voluntary agreement for plaintiff to be restricted from accessing or playing any
8 gambling-type games at the Lucky Lady Card Room.

9 12. Defendants agreed to permanently exclude plaintiff from the Lucky Lady Card
10 Room premises, and in order to effectuate this promise, defendant took plaintiff's picture,
11 photocopied his driver's license and had him sign a form that said should he enter the Lucky
12 Lady Card Room premises that defendants would have plaintiff arrested for trespass.

13 13. After duly registering himself as a compulsive gambler who was not to be
14 allowed on defendant's premises, defendant nonetheless subsequently allowed plaintiff back
15 onto the premises to continue to gamble for a period of years. During this time, starting in or
16 about 2014, Lucky Lady Card Room employees knew that defendant had signed a self-exclusion
17 form but continued to let him play at the cardroom. Defendants did not bar plaintiff from
18 entering the premises, nor did they have him arrested for trespass. Plaintiff parked in the parking
19 lot and gambled at the Lucky Lady Card Room for a period of years after the time that he
20 executed his self-exclusion form with Lucky Lady Card Room. As a result of Lucky Lady Card
21 Room's failure to deny entry to plaintiff, plaintiff has lost the sum of \$220,000.00 gambling at
22 the Lucky Lady Card Room.

23 **FIRST CAUSE OF ACTION**

24 **Breach of Contract**

25 **(Against All Defendants)**

26 14. Plaintiff incorporates by reference and re-alleges each and every allegation
27 contained above, as though fully set forth herein.
28

15. Plaintiff and defendant entered into the written agreement supported by adequate consideration whereby defendant acknowledged plaintiff's addiction to gambling and promised plaintiff that defendant would not allow plaintiff to enter defendant's casino in order to prevent plaintiff from gambling at defendant's casino.

16. Plaintiff was capable of forming a contract.

17. Defendant's employees were acting within the scope of their employment and capable of entering into a binding contract on behalf of defendant.

18. The object of the contract was lawful because it sought to further the public policy of excluding compulsive gamblers from casinos and violated no other public policy.

19. There was adequate consideration in that plaintiff suffered a legal detriment because he forewent the right to gamble at defendants' establishment. He obtained a legal benefit because his exclusion from defendants' premises would prevent him from succumbing to his addiction and suffering economic losses from gambling.

20. There was adequate consideration in that defendants suffered a legal detriment because they forewent the revenue to be obtained by plaintiff's patronization. Defendants received a benefit because plaintiff made known to defendants that plaintiff was a gambling addict, and therefore defendants were able to exclude from its establishment a person unsuited to associate with gambling activities or gambling establishments.

21. Defendants breached their promise to exclude plaintiff from defendants' establishment by allowing him to park in its parking lot and gamble in his casino.

22. Because of defendants' breach, plaintiff suffered precisely the kind of damages that were contemplated in the parties' contract: he lost \$220,000.00 gambling at Defendant's establishment.

SECOND CAUSE OF ACTION

Negligence

(Against All Defendants)

23. Plaintiff incorporates by reference and re-alleges each and every allegation

1 contained above, as though fully set forth herein.

2 24. California Business & Professions Code § 19920 imposes a duty upon casino
3 operators to conduct the operation of their casinos in a manner suitable to protect the public
4 health, safety, and general welfare of the residents of the state.

5 25. California Business & Professions Code § 19801(l) imposes a duty upon casino
6 operators to exclude or eject unsuitable persons from their premises.

7 26. As operators of a casino, defendants breached these statutorily imposed duties by
8 failing to exclude or eject plaintiff, a compulsive gambler, from their casino's premises.

9 27. As a direct, foreseeable, and proximate result of defendants' breach, Plaintiff
10 suffered harm. Specifically, plaintiff lost \$220,000 because defendants neither excluded nor
11 ejected him from their premises.

12 **THIRD CAUSE OF ACTION**

13 **Violation of Business and Code Section 17200, et seq.**

14 **(Against All Defendants)**

15 28. Plaintiff incorporates by reference and re-alleges each and every allegation
16 contained above, as though fully set forth herein.

17 29. Defendants engage in business practices within the jurisdiction of the state of
18 California.

19 30. Admitting, excluding and ejecting persons to or from their casino is part of
20 defendants' business practice.

21 31. Defendants were aware that plaintiff was a compulsive gambler because plaintiff
22 came to defendants, explained to them that he was a compulsive gambler, and requested that
23 defendants not allow plaintiff into defendants' casino again.

24 32. Defendants, by representing to plaintiff that defendants would exclude or eject
25 plaintiff from their casino, deceived plaintiff into believing that should he again attempt to enter
26 the casino's premises, he would be excluded or ejected.

27 33. Defendants, by inducing plaintiff to rely on their promise to exclude or eject him
28 from their casino, acted unfairly towards plaintiff by subsequently allowing him in to the casino,

1 because they knew he was a compulsive gambler. The harm to plaintiff far caused by defendants
2 actions far outweighed the benefit of those actions.


3
4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment as follows:

- 6 1. For compensatory damages according to proof at trial, but in no event in a sum of less
7 than \$220,000.00;
- 8 2. For consequential damages;
- 9 3. For defendants to be enjoined from engaging in similar deceptive and unfair conduct;
- 10 4. For defendants to be forced to disgorge the profits deceptively and unfairly gained
11 through the acts alleged herein;
- 12 5. For all lawful interest;
- 13 6. For costs of suit incurred herein; and
- 14 7. For such other and further relief as the court may deem just and proper.
- 15

16 Dated: May 3, 2017

Respectfully submitted,
CATE LEGAL GROUP

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19 Allan Cate, Attorney for Plaintiff
20 Duy Trang


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22 **JURY DEMAND**

23 Plaintiffs request that the trial in this case be by jury.

24

25 Dated: May 3, 2017

CATE LEGAL GROUP

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28 Allan Cate, Attorney for Plaintiff
Duy Trang