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ALEXANDER XUE
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Plaintiff *pro se*

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

08/25/2025
Clerk of the Court

BY: JAMES XIONG
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

CGC-25-628448

Alexander Xue,

Plaintiff,

vs.

Presse, LLC,

Defendant.

) Case Number: _____

) **VERIFIED COMPLAINT**

-) 1. Unfair Competition Law
-) 2. False Advertising Law
-) 3. CLRA – Civil Code § 1770(a)(9)
-) 4. CLRA – Civil Code § 1770(a)(14)
-) 5. CLRA – Civil Code § 1770(a)(29)

) JURY TRIAL DEMANDED

SUMMARY

1. Defendant owns and operates a restaurant where customers reasonably expect to pay the price advertised on the restaurant’s menus. However, Defendant secretly and illegally pads all customer bills with a scam fee to trick customers out of their hard-earned money and increase its profits.

JURISDICTION

2. This Court has jurisdiction over this matter as the Defendant does business in San Francisco, which is located in San Francisco County.

3. The transaction and events that gave rise to this matter occurred entirely within San Francisco County.

1 **PARTIES**

2 4. Plaintiff Alexander Xue is an adult.

3 5. Defendant Presse, LLC is a California limited liability company.

4
5 **STATEMENT OF FACTS**

6 6. Defendant owns and operates “Café de la Presse”, a restaurant located at 352 Grant
7 Ave, San Francisco, CA 94108.

8 7. On 23 March 2025, Plaintiff visited Defendant’s restaurant for the first time.

9 8. Before being seated, Plaintiff viewed a large handwritten menu board prominently
10 displayed in the restaurant titled “SPECIALTY COFFEE’S [sic]”. Various drinks and pastries
11 were advertised for sale on this menu large menu board along with their respective prices.

12 9. Plaintiff relied on this large menu board to accurately display the prices he would pay
13 for the drinks that he intended to order. If the prices on the menu were higher than he wished to
14 pay, then Plaintiff would change his selections, or in the worst case, not dine at the restaurant at
15 all.

16 10. Seeing that the prices were fair and reasonable for the drinks he intended to purchase,
17 Plaintiff decided to sit down and order two beverages.

18 11. After finishing his drinks, Plaintiff paid for his purchase using his credit card.

19 12. Later on, upon reviewing his receipt, Plaintiff discovered that Defendant had added a
20 fee to his bill called “SF Employer Mandates” in the amount of \$0.68 (hereinafter, the “Scam
21 Fee”). The fee was 6% of his \$11.30 subtotal.

22 13. Plaintiff did not order any optional goods or services in this amount, so he was surprised
23 to see that the Scam Fee was added to his bill without his consent or prior knowledge.

24 14. Defendant does not clearly and conspicuously disclose the Scam Fee anywhere on its
25 menu.

26 15. Defendant does not clearly and conspicuously explain the purpose of the Scam Fee
27 anywhere on its menu.

1 16. Defendant named its Scam Fee “SF Employer Mandates” with the fraudulent intention
2 of tricking and deceiving its customers into believing the Scam Fee was a governmentally
3 mandated charge. The City and County of San Francisco does not mandate that restaurants
4 charge any such junk fees to consumers in connection with the sale of goods or services.

5 17. Defendant’s Scam Fee augmented the price of the beverages that Plaintiff ordered to a
6 price that was higher than he had anticipated and agreed to pay.

7 18. The Legislature has strictly prohibited the practice of “drip pricing”, where businesses
8 display a low price to induce customer purchases, then augment the price with unavoidable
9 junk fees that are added later in the same transaction. See: California Senate Bill 478 (2023)
10 amending the Consumer Legal Remedies Act (“CLRA”).

11 19. Although the Legislature has carved out an exception to this prohibition for restaurants,
12 such an exception is subject to the restaurant clearly and conspicuously displaying all fees, with
13 an explanation of their purpose, on any advertisement, menu, or other display that contains the
14 price of the food or beverage item subject to such fees. Civil Code § 1770(a)(29)(D)(i-ii).

15 20. Because Defendant has failed to display the Scam Fee on its menu in accordance with
16 the law, it cannot enjoy the statutory exemption provided by the Legislature and is in direct and
17 blatant breach of the CLRA.

18
19 **FIRST CAUSE OF ACTION**

20 **VIOLATION OF THE UNFAIR COMPETITION LAW**

21 **(BUSINESS AND PROFESSIONS CODE §§ 17200 *ET SEQ.*)**

22 21. Business and Professions Code §§ 17200 *et seq.* prohibits any “unlawful, unfair, or
23 fraudulent business act or practice”.

24 22. Defendant has engaged prohibited acts by:

- 25 a. Failing to disclose the Scam Fee, which affected the effective prices of its
26 products;
- 27 b. Advertising prices of certain items to the public, including to Plaintiff, with the
28 intent not to sell those items at the prices so advertised;

- c. Deceptively inducing customer purchases by printing, advertising, or issuing a menu that does not include nor disclose the Scam Fee, causing any reasonable member of the public, including Plaintiff, to assume that Defendant's products were cheaper than they actually were;
- d. Using the name of a governmental entity (San Francisco) to describe a merchant-imposed fee not affiliated with or mandated by the government in any way;
- e. Harming competitors by causing any reasonable member of the public, including Plaintiff, to believe Defendant's prices were cheaper than they actually were;
- f. Failing to clearly and conspicuously display a mandatory fee or charge; and
- g. Failing to explain the purpose of a mandatory fee or charge.

23. Plaintiff was damaged by Defendant's unlawful, unfair, and fraudulent business acts or practices and is entitled by law to relief.

SECOND CAUSE OF ACTION
VIOLATION OF THE FALSE ADVERTISING LAW
(BUSINESS AND PROFESSIONS CODE §§ 17500 *ET SEQ.*)

24. Business and Professions Code §§ 17500 *et seq.* prohibits anyone from falsely advertising their products.

25. Defendant has engaged in prohibited acts by:

- a. Failing to disclose the Scam Fee, which affected the effective prices of its products;
- b. Advertising prices of certain items to the public, including to Plaintiff, with the intent not to sell those items at the prices so advertised;
- c. Deceptively inducing customer purchases by printing, advertising, or issuing a menu that does not include nor disclose the Scam Fee, causing any reasonable member of the public, including Plaintiff, to assume that Defendant's products were cheaper than they actually were;

- d. Using the name of a governmental entity (San Francisco) to describe a merchant-imposed fee not affiliated with or mandated by the government in any way;
- e. Harming competitors by causing any reasonable member of the public, including Plaintiff, to believe Defendant's prices were cheaper than they actually were;
- f. Failing to clearly and conspicuously display a mandatory fee or charge; and
- g. Failing to explain the purpose of a mandatory fee or charge.

26. Plaintiff was damaged by Defendant's unlawful, unfair, and fraudulent business acts or practices and is entitled by law to relief.

**A BRIEF SYNOPSIS OF THE
CONSUMER LEGAL REMEDIES ACT
(CIVIL CODE §§ 1750 ET SEQ.)**

27. The Consumer Legal Remedies Act ("CLRA") prohibits certain "unfair methods of competition and unfair or deceptive acts". Civil Code § 1770(a).

28. Any consumer who suffers any damage as a result of the use by any person of any practice declared to be unlawful by § 1770 may bring an action against that person to recover or obtain any of the following: "Actual damages", "An order enjoining the methods, acts, or practices", "Punitive damages", and "Any other relief that the court deems proper". Civil Code § 1780(a).

**THIRD CAUSE OF ACTION
VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT
(CIVIL CODE § 1770(a)(9))**

29. By advertising goods and services with intent not to sell them as advertised, Defendant has violated the CLRA. Civil Code § 1770(a)(9).

30. Defendant never intended to sell any of its goods at the prices so advertised. For example, Defendant advertised its "Tea" for \$4.40 on its menu, but only intended to sell it to customers for \$4.66 due to the Scam Fee.

1
2 **FOURTH CAUSE OF ACTION**
3 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**
4 **(CIVIL CODE § 1770(a)(14))**

5 31. By representing that a transaction confers or involves rights, remedies, or obligations that
6 it does not have or involve, Defendant has violated the CLRA. Civil Code § 1770(a)(14).

7 32. By naming the Scam Fee “SF Employer Mandates”, Defendant intentionally and
8 knowingly represented that the Scam Fee was affiliated with the City and County of San
9 Francisco, and that the Scam Fee was mandated to be charged by the same.

10 33. The Scam Fee solely constitutes additional revenue for Defendant. The Scam Fee is in no
11 way affiliated with or mandated by the City and County of San Francisco. In fact, the Scam Fee
12 is not mandated by any entity at all, so the mere naming of the Scam Fee as a “Mandate” is
13 prohibited by law.

14
15 **FIFTH CAUSE OF ACTION**
16 **VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT**
17 **(CIVIL CODE § 1770(a)(29))**

18 34. By advertising a price that does not include all mandatory fees or charges, Defendant has
19 violated the CLRA. Civil Code § 1770(a)(29)(A).

20 35. Defendant advertised prices of goods on its menu that did not include the Scam Fee. This
21 is prohibited by law. Consumers are entitled to transparency in their purchases.

22 36. Defendant is not eligible to claim exemption or relief under Civil Code § 1770(a)(29)(D)
23 as it has not complied with § 1770(a)(29)(D)(ii), which requires all mandatory fees and charges
24 to be clearly and conspicuously displayed with an explanation of its purpose on any
25 advertisement, menu, or other display that contains the price of the food or beverage item.

26
27 **REQUEST FOR INJUNCTIVE RELIEF**

28 37. Plaintiff requests injunctive relief as follows:

- 1 a. Enjoining Defendant, and all persons acting in concert with or on behalf of
2 Defendant, from charging or collecting any merchant-imposed fee or surcharge in
3 connection with the sale of goods or services unless such fee or surcharge is
4 clearly and conspicuously disclosed to the consumer in a manner that complies
5 with the Consumer Legal Remedies Act and all other applicable law; and
6 b. Enjoining Defendant, and all persons acting in concert with or on behalf of
7 Defendant, from using the phrase “SF Employer Mandates” or any other term,
8 phrase, or representation that has the capacity, tendency, or effect of misleading a
9 reasonable consumer into believing that a merchant-imposed fee or surcharge is
10 required by law or by a governmental authority, when it is not.

11
12 Dated: 24 August 2025



13
14 ALEXANDER XUE

1 **VERIFICATION**

2
3 I, Alexander Xue, declare as follows:

4 1. I am the plaintiff in this matter.

5 2. I have personal knowledge of all allegations set out in the foregoing pleading, and if
6 called on to testify, I would testify as to the matters stated herein.

7
8 *I declare under penalty of perjury under the laws of the State of California that the foregoing is*
9 *true and correct.*

10
11 Dated: 24 August 2025



12
13 ALEXANDER XUE