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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

JOANNA MOON, individually and on behalf of all others similarly situated, Plaintiff, v. HST SAN DIEGO HH LP; HST SAN DIEGO HH LESSEE GP LLC; HYATT CORPORATION; and DOES 1 through 50, inclusive, Defendants.	Case No. **CLASS ACTION COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF:** **(1) Violation of the Consumers Legal Remedies Act (Cal. Civ. Code § 1750 et seq.);** **(2) Violation of the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.);** **(3) Violation of the False Advertising Law (Cal. Bus. & Prof. Code § 17500 et seq.)**

Plaintiff Joanna Moon ("Plaintiff"), individually and on behalf of all others similarly situated, by and through her attorneys, alleges as follows on information and belief, except as to those allegations concerning Plaintiff, which are alleged on personal knowledge:

INTRODUCTION

1. This is a class action arising out of Defendants' practice of imposing a mandatory 6% surcharge (the "Surcharge") on food and beverages purchased at the restaurants, bars, and other food and beverage outlets of the Manchester Grand Hyatt San Diego in downtown San Diego, California (the "Hotel"), including Top of the Hyatt, without including that mandatory charge in the advertised, displayed, or offered price of those food and beverage items and without clearly and conspicuously disclosing the charge and its purpose.

2. California law prohibits this conduct. Effective July 1, 2024, the Consumers Legal Remedies Act ("CLRA") makes it unlawful to advertise, display, or offer a price for a good or service that does not include all mandatory fees or charges, other than government-imposed taxes and fees and certain shipping charges. Cal. Civ. Code § 1770(a)(29). For mandatory fees or charges on food or beverage items sold by a restaurant, bar, or food concession, the law requires that the fee or charge be clearly and conspicuously displayed, with an explanation of its purpose, on any advertisement, menu, or other display containing the price of the item. Cal. Civ. Code § 1770(a)(29)(D). The Surcharge complies with neither requirement.

3. Plaintiff brings this action on behalf of herself and a class of consumers charged the Surcharge on food or beverage items purchased at the Hotel. By this Complaint, Plaintiff seeks declaratory and injunctive relief to stop the unlawful practice, together with restitution under the Unfair Competition Law and the False Advertising Law. Plaintiff does not seek monetary relief under the CLRA at this time; concurrently, Plaintiff has served Defendants with written notice under California Civil Code section 1782(a), and intends to amend this Complaint to seek damages and restitution under the CLRA as permitted by California Civil Code section 1782(d) after the statutory 30-day period has elapsed.

THE PARTIES

4. Plaintiff Joanna Moon is, and at all relevant times was, a resident of the State of California, residing in San Diego County. On April 8, 2026, Plaintiff purchased food and beverages at Top of the Hyatt, a bar and restaurant at the Manchester Grand Hyatt San Diego, where Defendants imposed the Surcharge on the food and beverages she purchased. Plaintiff paid her share of the bill, including the Surcharge, in cash to a member of her party who paid the total bill by credit card, and thereby paid the Surcharge imposed on her purchase.

5. Defendant HST San Diego HH LP is, and at all relevant times was, a limited partnership that owns, operates, leases, manages, controls, and/or is otherwise responsible for the Manchester Grand Hyatt San Diego and/or the premises on which it operates, and that transacts business in the County of San Diego, California.

6. Defendant HST San Diego HH Lessee GP LLC is, and at all relevant times was, a limited liability company that owns, operates, leases, manages, controls, and/or is otherwise responsible for the Manchester Grand Hyatt San Diego and/or the premises on which it operates, and that transacts business in the County of San Diego, California.

7. Defendant Hyatt Corporation is, and at all relevant times was, a corporation that owns, operates, leases, manages, controls, and/or is otherwise responsible for the Manchester Grand Hyatt San Diego and/or the premises on which it operates, and that transacts business in the County of San Diego, California.

8. Defendants own, operate, lease, manage, control, and/or are otherwise responsible for the Manchester Grand Hyatt San Diego and the restaurants, bars, and other food and beverage outlets at the Hotel, whether directly or through their licensees, concessionaires, tenants, or contractors, and each devised, adopted, implemented, imposed, collected, and/or retained the Surcharge.

9. Plaintiff does not know the true names and capacities of Defendants sued in this Complaint as Does 1 through 50, inclusive, and therefore sues these Defendants by fictitious names under California Code of Civil Procedure section 474. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and

believes, and on that basis alleges, that each of the Doe Defendants is responsible in some manner for the conduct, occurrences, injuries, and damages alleged in this Complaint. The Doe Defendants include, without limitation, the owners, operators, lessees, licensees, concessionaires, tenants, managers, and contractors of the restaurants, bars, and other food and beverage outlets at the Hotel that imposed, collected, or retained the Surcharge.

10. Plaintiff is informed and believes, and on that basis alleges, that at all relevant times each Defendant was the agent, employee, principal, joint venturer, partner, alter ego, and/or representative of each of the other Defendants and, in doing the acts alleged, was acting within the course and scope of that relationship and with the knowledge, consent, authorization, and ratification of the other Defendants. References to "Defendants" and to the "Hotel" include each of the named Defendants and Doe Defendants.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over this action because it is a court of general jurisdiction and no statutory exception applies. This action is an unlimited civil case.

12. This Court has personal jurisdiction over Defendants because each Defendant owns, operates, manages, and/or transacts substantial business at the Hotel in the County of San Diego, California, and the acts and omissions alleged occurred in California.

13. Venue is proper in this Court pursuant to California Code of Civil Procedure sections 395 and 395.5 because the Hotel is located in the County of San Diego, the transactions and injuries alleged occurred in the County of San Diego, and one or more Defendants reside, are located, or transact the business out of which this action arises in the County of San Diego.

FACTUAL ALLEGATIONS

14. The Manchester Grand Hyatt San Diego is a hotel in downtown San Diego, California. Defendants own, operate, and/or manage the Hotel and the restaurants, bars, lounges, and other food and beverage outlets offered at the Hotel, including Top of the Hyatt, whether directly or through their licensees, concessionaires, tenants, or contractors.

15. Defendants impose a mandatory surcharge of 6% — the Surcharge — on food and beverages that guests and patrons purchase at the Hotel. The Surcharge is imposed pursuant

to a uniform, standardized, Hotel-wide policy and is applied in the same manner across all of the Hotel's restaurants, bars, and other food and beverage outlets, regardless of which entity owns or operates the particular outlet. The Surcharge is mandatory and unavoidable. Defendants devised, adopted, and control the Surcharge, including its uniform amount, and are the moving force behind its imposition throughout the Hotel. The Hotel's food and beverage outlets operate under the Manchester Grand Hyatt San Diego and Hyatt names, and the Surcharge is presented to and collected from consumers in the Hotel's name, including through charges billed to guests' Hotel accounts or folios. Defendants collect and retain the revenue generated by the Surcharge.

16. On April 8, 2026, Plaintiff purchased food and beverages at Top of the Hyatt, a bar and restaurant at the Manchester Grand Hyatt San Diego, on which Defendants imposed the mandatory 6% Surcharge. Plaintiff paid her share of the bill, including the Surcharge, in cash to a member of her party who paid the total bill by credit card, and thereby paid the Surcharge. The Surcharge was added on top of the menu and listed prices for the food and beverage items Plaintiff and her party purchased.

17. The prices that Defendants advertised, displayed, or offered for these food and beverage items did not include the Surcharge. Instead, Defendants added the Surcharge on top of the listed price.

18. As to food and beverage items sold at any restaurant, bar, lounge, or other food or beverage outlet at the Hotel, whether operated by Defendants or by their licensees, concessionaires, tenants, or contractors, Defendants did not clearly and conspicuously display the Surcharge, with an explanation of its purpose, on any advertisement, menu, or other display containing the price of the item. Where the Surcharge is disclosed at all, it appears only on some pages of the Hotel's menus, in small print buried in a paragraph in the bottom margin of the menu, and it does not appear on other menu pages containing the prices of food and beverage items. This inconsistent and inconspicuous disclosure does not satisfy the clear-and-conspicuous requirement of California Civil Code section 1770(a)(29)(D).

19. The Surcharge is not a bona fide charge tied to any specific good, service, or cost that the consumer receives in exchange. It is a mandatory, across-the-board surcharge that increases the amount consumers pay above the listed price and increases Defendants' revenue.

20. Reasonable consumers, including Plaintiff, expect that the price displayed or quoted for a food or beverage item is the price they will be charged for it, exclusive only of government taxes. Defendants' practice of adding the undisclosed mandatory Surcharge is likely to deceive reasonable consumers. Plaintiff was unaware of the Surcharge at the time she paid, because the prices displayed for the menu items did not include the Surcharge.

21. As a direct and proximate result of Defendants' practice, Plaintiff and members of the Class paid more for food and beverages at the Hotel than the prices Defendants advertised, displayed, or offered, and more than they otherwise would have paid.

22. Concurrently with the filing of this Complaint, Plaintiff, through counsel, served Defendants with written notice of the violations alleged herein and a demand to cure, by certified mail, return receipt requested, pursuant to California Civil Code section 1782(a). By this Complaint, Plaintiff seeks only injunctive and declaratory relief on her CLRA claim, as permitted by California Civil Code section 1782(d), and will amend to add a claim for CLRA damages and restitution after the 30-day notice period has elapsed.

CLASS ACTION ALLEGATIONS

23. Plaintiff brings this action on behalf of herself and, pursuant to California Code of Civil Procedure section 382 and California Civil Code section 1781, the following Class:

Class: All persons who, within the applicable limitations period, were charged the Surcharge on food or beverage items purchased at any restaurant, bar, lounge, or other food or beverage outlet at the Manchester Grand Hyatt San Diego, whether operated by Defendants or by their licensees, concessionaires, tenants, or contractors.

24. Excluded from the Class are Defendants, their officers, directors, and employees, the judicial officers assigned to this action and their staff, and Plaintiff's counsel.

25. **Numerosity.** The members of the Class are so numerous that joinder of all members is impracticable. The Hotel's food and beverage outlets serve many thousands of

patrons each year, and Defendants imposed the Surcharge on their purchases. The precise number and identities of Class members are ascertainable from Defendants' records.

26. **Commonality.** Common questions of law and fact predominate over any questions affecting only individual members, including: (a) whether the Surcharge is a mandatory fee or charge; (b) whether Defendants advertised, displayed, or offered prices that did not include the Surcharge; (c) whether Defendants clearly and conspicuously disclosed the Surcharge and its purpose on any advertisement, menu, or other display containing the price of the food or beverage item; (d) whether Defendants' practice violates the CLRA, the UCL, and the FAL; and (e) the appropriate injunctive and equitable relief.

27. **Typicality.** Plaintiff's claims are typical of the claims of the Class. Plaintiff and all Class members were subjected to the same uniform Surcharge practice — a mandatory 6% surcharge that Defendants did not include in the advertised, displayed, or offered price and did not clearly and conspicuously disclose — and were injured in the same manner. Plaintiff purchased food and beverages at the Hotel and is a member of the Class.

28. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to those of the Class, and Plaintiff has retained counsel experienced in class action and consumer litigation.

29. **Predominance and superiority.** A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The Surcharge is uniform and standardized, applied to all Class members in the same manner, so that common questions predominate. The individual amounts at issue are small, making individual litigation impracticable, and classwide treatment will conserve judicial resources and ensure consistent adjudication.

30. Defendants have acted or refused to act on grounds generally applicable to the Class, making final declaratory and injunctive relief appropriate with respect to the Class as a whole.

FIRST CAUSE OF ACTION

(Violation of the Consumers Legal Remedies Act, Cal. Civ. Code § 1750 et seq. — Injunctive and Declaratory Relief)

(By Plaintiff and the Class Against All Defendants)

31. Plaintiff incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

32. Plaintiff and the members of the Class are "consumers" within the meaning of California Civil Code section 1761(d). Each Defendant is a "person" within the meaning of California Civil Code section 1761(c). The purchases of goods and services at issue are "transactions" that resulted in the sale of goods or services to consumers within the meaning of California Civil Code sections 1761(e) and 1770(a).

33. Defendants violated California Civil Code section 1770(a), including without limitation:

(a) Section 1770(a)(29)(D), by failing to clearly and conspicuously display the mandatory Surcharge, with an explanation of its purpose, on any advertisement, menu, or other display containing the price of the food or beverage item;

(b) Section 1770(a)(5), by representing that goods or services have characteristics or benefits that they do not have;

(c) Section 1770(a)(9), by advertising goods or services with an intent not to sell them as advertised; and

(d) Section 1770(a)(14), by representing that the transactions conferred or involved rights, remedies, or obligations that they did not confer or involve.

34. Defendants' violations were material. A reasonable consumer would consider it important, in deciding whether and on what terms to purchase a good or service, that a mandatory surcharge not reflected in the displayed price would be added to the transaction.

35. Plaintiff and the Class have suffered harm as a result of Defendants' violations, in that they paid the Surcharge and paid more than the advertised, displayed, or offered prices.

36. Pursuant to California Civil Code sections 1780 and 1782(d), Plaintiff and the Class seek, by this Complaint, an order enjoining Defendants from continuing the unlawful practices described above and a declaration that those practices violate the CLRA. Plaintiff has served the notice required by California Civil Code section 1782(a) and will amend this Complaint to seek actual damages, restitution, and other monetary relief under the CLRA after the 30-day notice period has elapsed.

SECOND CAUSE OF ACTION

(Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.)

(By Plaintiff and the Class Against All Defendants)

37. Plaintiff incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

38. The Unfair Competition Law prohibits any unlawful, unfair, or fraudulent business act or practice. Defendants' imposition of the undisclosed mandatory Surcharge constitutes each.

39. **Unlawful.** Defendants' practice is unlawful because it violates the CLRA, as alleged above, and the False Advertising Law, as alleged below.

40. **Unfair.** Defendants' practice is unfair because the injury it causes to consumers is substantial, is not outweighed by any countervailing benefit to consumers or competition, and could not reasonably have been avoided by consumers, who cannot avoid the mandatory Surcharge if they purchase the good or service.

41. **Fraudulent.** Defendants' practice is fraudulent because members of the public are likely to be deceived by the imposition of an undisclosed mandatory surcharge not reflected in the advertised, displayed, or offered price.

42. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent practices, Plaintiff and the Class suffered injury in fact and lost money or property, namely the Surcharges they paid and the amounts they paid in excess of the advertised prices.

43. Pursuant to California Business and Professions Code section 17203, Plaintiff and the Class seek an order enjoining Defendants from continuing the unlawful, unfair, and

fraudulent practices described above and requiring Defendants to make restitution of all Surcharges unlawfully obtained.

THIRD CAUSE OF ACTION

(Violation of the False Advertising Law, Cal. Bus. & Prof. Code § 17500 et seq.)

(By Plaintiff and the Class Against All Defendants)

44. Plaintiff incorporates by reference each of the foregoing paragraphs as if fully set forth herein.

45. Defendants disseminated to the public advertisements, displays, and price representations for goods and services at the Hotel that were untrue or misleading, and that Defendants knew or in the exercise of reasonable care should have known to be untrue or misleading, because the advertised, displayed, or offered prices did not include the mandatory Surcharge.

46. As a direct and proximate result of Defendants' misleading price representations, Plaintiff and the Class suffered injury in fact and lost money or property.

47. Pursuant to California Business and Professions Code section 17535, Plaintiff and the Class seek an order enjoining Defendants from continuing the misleading practices described above and requiring Defendants to make restitution of all Surcharges unlawfully obtained.

WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for judgment against Defendants, and each of them, as follows:

1. For an order certifying this action as a class action, appointing Plaintiff as class representative, and appointing Plaintiff's counsel as class counsel;

2. For a declaration that Defendants' imposition of the Surcharge, in the manner alleged, violates the Consumers Legal Remedies Act, the Unfair Competition Law, and the False Advertising Law;

3. For preliminary and permanent injunctive relief restraining Defendants from imposing the Surcharge on food or beverage items unless the charge is clearly and

conspicuously displayed, with an explanation of its purpose, on any advertisement, menu, or other display containing the price of the item;

4. For restitution of all Surcharges unlawfully obtained, under the Unfair Competition Law and False Advertising Law only (California Business and Professions Code sections 17203 and 17535);

5. For an award of reasonable attorneys' fees and costs pursuant to California Code of Civil Procedure section 1021.5;

6. For pre- and post-judgment interest as allowed by law; and

7. For any and all other relief the Court deems just and proper.

Respectfully submitted,

Dated: October 13, 2026

PANCER LAW CORPORATION
By: /s/ *Ian Pancer*
Ian Pancer, Esq.
Joe Virgilio, Esq.
Attorneys for Plaintiff Joanna Moon and the Putative Class