

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

LINDSEY GEORGE MOORMAN	*	CIVIL ACTION NO.
	*	
	*	SECTION
VERSUS	*	
	*	JUDGE
AIRBNB PAYMENTS, INC.,	*	
AIRBNB, INC.,	*	
TWJ HOLDINGS, LLC, AND	*	MAGISTRATE
MESA UNDERWRITERS SPECIALTY	*	
INSURANCE COMPANY	*	JURY TRIAL
	*	

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COMPLAINT FOR DAMAGES

TO THE HONORABLE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA AND THE JUDGES THEREOF:

The Complaint for Damages of Lindsey George Moorman, a person of the full age of majority, residing and domiciled in Cook County, Illinois, with respect represents:

1.

Named defendants herein are:

- a. Airbnb Payments, Inc., domiciled in Wilmington, Delaware with its principal business office located in San Francisco, California and authorized to do and doing business in this State and judicial district at all material times;
- b. Airbnb, Inc., domiciled in Wilmington, Delaware with its principal business office located in San Francisco, California;
- c. TWJ Holdings, LLC, a limited liability company domiciled in Metairie, Louisiana and authorized to do and doing business in this State and judicial district at all material times; and

- d. Mesa Underwriters Specialty Insurance Company, domiciled in Branchville, New Jersey and authorized to do and doing business in this state and judicial district at all material times.

2.

At all material times, including October 7, 2016, Plaintiff, Lindsey George Moorman was employed by the nonprofit organization Feeding America and working as a Foundation Relations Specialist earning approximately \$70,000 annually, plus fringe benefits.

**FOR A FIRST CAUSE OF ACTION**

3.

On or about October 7, 2016, Plaintiff, Lindsey George Moorman came to stay with a group of nine guests at a vacation rental property located at 1425 N. Prieur Street, New Orleans, LA (the “N. Prieur Street Property”) that was owned by Defendant, TWJ Holdings, LLC.

4.

The group used Airbnb’s online platform, Airbnb.com, to search for the accommodations at the N. Prieur Street Property and specifically selected this property based on information provided on Airbnb.com describing the amenities available for use in the kitchen because the group intended to host a private cooking lesson at the property during their stay.

5.

Before booking and paying for the accommodations at the N. Prieur Street Property, the group communicated with a property representative through Airbnb’s online platform, Airbnb.com, to confirm that the kitchen, including the oven, was fully functional and safe for use by the group.

6.

The group booked and paid for the accommodations at the N. Prieur Street Property through Airbnb's online platform, Airbnb.com.

7.

Upon information and belief, Airbnb, Inc. and/or Airbnb Payments, Inc., own, control and maintain the above described website used by the group to solicit, book and pay for the accommodations at the N. Prieur Street Property.

8.

Upon checking-in to the N. Prieur Street Property, the group was met by a property representative and notified that the oven on the property was turned off but that a maintenance man would be available to turn the oven on for the group to use during their stay.

9.

The property representative further confirmed and advised the group, including Plaintiff, that the oven was fully functional and safe for use.

10.

A maintenance man for the property arrived shortly after the group completed check-in and turned on the gas oven, ignited the pilot light and confirmed that the oven was fully functional and safe for use by the group.

11.

Shortly after the gas was turned on and the pilot light was ignited, the smell of gas permeated the property.

12.

The group contacted the property representative to advise about the smell of gas and was reassured that the oven was functional and safe for use.

13.

Hours later, another property representative arrived to address additional issues with the N. Prieur Street Property, including a broken refrigerator, missing appliances and discolored pool water. This representative inspected the oven and advised the group that it was functional and safe for use.

14.

Later in the evening on or about October 7, 2016, Plaintiff preheated the oven in order to bake a pizza.

15.

After preheating the oven, Plaintiff opened the oven door and a fireball erupted from the oven door, igniting Plaintiff's clothing, face, neck, left hand and left wrist.

16.

As a direct and proximate result of the events described herein, Plaintiff suffered severe burn injuries to her face, neck, left hand and left wrist for which injuries Plaintiff has required medical care and treatment.

17.

The aforesaid casualty and resulting severe burn injuries to Plaintiff were caused by the negligence and fault of Defendant, TWJ Holdings, LLC in its operation, maintenance and control of the N. Prieur Street Property.

18.

Upon information and belief, Airbnb, Inc. and/or Airbnb Payments, Inc., through its Terms of Service or otherwise, retain specific control over and warrant the safety of the conditions found within the properties available for rent through its website, including the N. Prieur Street Property, where the incident in suit occurred.

19.

Upon information and belief, Airbnb, Inc. and/or Airbnb Payments, Inc., through its Terms of Service or otherwise, can at any time and without prior notice remove or disable access to any rental property listing for any reason.

20.

Defendants, Airbnb, Inc. and/or Airbnb Payments, Inc., knew or with the exercise of reasonable care should have known of the defective condition of the oven inside of the N. Prieur Street Property, but negligently failed to correct, inspect, or remove such defective condition or disable online booking access to the N. Prieur Street Property until such unsafe condition was corrected. As such, the negligence of Airbnb, Inc. and/or Airbnb Payments, Inc. was a direct and proximate cause of Plaintiff's severe burn injuries to her face, neck, left hand and left wrist.

21.

As a result of the incident described herein, Plaintiff has suffered past lost wages, past, present and future medical expenses, and past, present and future physical and mental pain and suffering for which damages Plaintiff seeks to recover in an amount reasonable under the circumstances of this cause.

22.

This Honorable Court has jurisdiction over this first cause of action against the aforesaid

Defendants based on the diverse citizenship of all parties pursuant to 28 U.S.C. §1332(a)(1) and an amount in controversy exceeding \$75,000.00, exclusive of costs and interest.

23.

Venue is proper in the Eastern District of Louisiana as this is the geographical federal district where Plaintiff sustained severe bodily injuries, compensatory damages and other insured covered losses on or about October 7, 2016.

**AND FOR A SECOND CAUSE OF ACTION**

24.

Plaintiff re-avers and re-alleges all allegations of fact and law contained in the foregoing paragraphs as if re-pled herein in their entirety.

25.

At all pertinent times, defendant Mesa Underwriters Specialty Insurance Company provided a policy or policies of insurance covering the claims, causes of action and liabilities asserted by Plaintiff herein and, as such, is directly liable to Plaintiff for all damages pursuant to Louisiana Revised Statute Title 22:1269, et seq., commonly known as the Louisiana Direction Action Statute.

26.

This Honorable Court has jurisdiction over this second cause of action against the aforesaid Defendants based on the diverse citizenship of all parties pursuant to 28 U.S.C. §1332(a)(1) and an amount in controversy exceeding \$75,000.00, exclusive of costs and interest.

27.

Venue is proper in the Eastern District of Louisiana as this is the geographical federal district where Plaintiff sustained severe bodily injuries, compensatory damages and other insured

covered losses on or about October 7, 2016.

28.

Plaintiff is entitled to and hereby requests a trial by jury on all claims and causes of action asserted herein and which may be asserted by Amended and/or Supplemental Complaint in the future.

**WHEREFORE**, Plaintiff, Lindsey George Moorman, prays for judgment in her favor and against Defendants Airbnb Payments, Inc., Airbnb, Inc., TWJ Holdings, LLC and Mesa Underwriters Specialty Insurance Company for compensatory damages in an amount reasonable under the circumstances of this cause, for legal interest on those amounts for which Plaintiff is entitled to obtain legal interest, and for any additional general and equitable relief as the facts of this cause may require, and for a jury trial on all claims asserted herein or by way of Amended and/or Supplemental Complaint, and for any additional relief as the facts, law and equity may require.

Respectfully submitted,

/s/ Jessica L. Ibert  
Paul M. Sterbcow, TA (#17817)  
Jessica L. Ibert (#33196)  
Lewis, Kullman, Sterbcow & Abramson, LLC  
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**PLEASE SERVE:**

**AIRBNB PAYMENTS, INC.**

Through its registered agent:  
Corporation Service Company  
501 Louisiana Avenue  
Baton Rouge, LA 70802

**TWJ HOLDINGS, LLC**

Through its registered agent:  
Collin Holmes  
110 Veterans Boulevard  
Suite 525  
Metairie, LA 70005

**MESA UNDERWRITERS  
SPECIALTY INSURANCE COMPANY**

Through its registered agent:  
Louisiana Secretary of State  
8585 Archives Avenue  
Baton Rouge, LA 70809

**PLEASE WITHHOLD SERVICE:**

**AIRBNB, INC.**

Through its registered agent for service:  
CSC - Lawyers Incorporating Service  
2710 Gateway Oaks Drive, Suite 150n  
Sacramento, CA 95833