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FILED
Superior Court of California
County of Los Angeles

DEC 08 2017

Sherril B. Carter, Executive Officer/Clerk
By Marion Gomez Deputy

6 Attorney for Plaintiffs
7 Felix Fontebo, Sally Fontebo, Njie Takere, and
The Estate of Njiek Fontebo,

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES – CENTRAL JUDICIAL DISTRICT**
10 **(Stanley Mosk Courthouse)**

BC 68 6407

11 **FELIX FONTEBO**, an individual; **SALLY**
12 **FONTEBO**, an individual, **NJIE TAKERE**, an
individual; **ESTATE OF NJIEK FONTEBO**,)

Case No.: _____

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF**

13 PLAINTIFFS,)

14 vs.)

15 **AIRBNB, INC.**, a Delaware California)
16 Corporation, doing business in the state of)
17 California; **AIRBNB PAYMENTS INC.**, a)
18 Delaware California Corporation, doing)
19 business in the state of California; **WU**
YONGQIAN, an individual; **SHEY YUYING**,)
an individual; and **DOES 1** through **50**,)

20 DEFENDANTS.)

- 1. For Breach of Fiduciary Duty;
- 2. For Negligence;
- 3. For Violation of the Consumers Legal Remedies Act, California Civil Code § 1750, et seq.;
- 4. For Violation of California Business and Professions Code §17500, et seq., Untrue, False and/or Misleading Advertisement;
- 5. For Wrongful Death;
- 6. For Intentional Infliction of Emotional Distress; and
- 7. For Negligent Infliction of Emotional Distress.
- 8. Breach of Contract
- 9. Survival Claim

21 **Filing Date:**
22 **Trial Date:** Not Set
23 **Hearing:**
24 **Time:** ___:___ .m.; **Place:** Dept. " ___"
25 **Assigned to:** Hon. _____

26 **JURY TRIAL DEMANDED**

27 Plaintiffs, **FELIX FONTEBO**, an individual; **SALLY FONTEBO**, an individual, **NJIE**
28 **Fontebo**, an individual, **Njie Takere**, an individual, **The Estate of Njiek Fontebo**,)

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12/08/2017

CIT/CASE: BC686407
LEA/DEF#:

D91

RECEIPT #: CCH621759109
DATE PAID: 12/08/17 04:12 PM
PAYMENT: \$435.00 310
RECEIVED:

CHECK: \$435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

POC: 05/24/2019 TRAL: 06/10/2019 OSC: 12/08/2017

General Court
State of California
Department of Public Safety
Office of the Attorney General
1600 S Street, Suite 100
Sacramento, CA 95834
TEL: (916) 227-1234
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1 **TAKERE**, an individual; **ESTATE OF NJIEK FONTEBO**, (hereinafter "Plaintiffs" or
2 "Plaintiff") allege the following on information and belief:

3
4 **PARTIES**

5 1. Plaintiff, **FELIX FONTEBO**, currently resides, and at all relevant times did reside,
6 at 904 Pinion Dr. # 205, Arlington, TX 76017. Plaintiff was present in the County of Los Angeles
7 on June 2, 2017.

8 2. Plaintiff, **SALLY FONTEBO**, currently resides, and at all relevant times did
9 reside, at 904 Pinion Dr. # 205, Arlington, TX 76017. Plaintiff was present in the County of Los
10 Angeles on June 2, 2017.

11 3. Plaintiff, **NJIE TAKERE**, currently resides, and at all relevant times did reside, in
12 the County of Los Angeles, 700 N. Inglewood Ave, CA 90302

13 4. Plaintiff, **ESTATE OF NJIEK FONTEBO**, ha a business address of 3250
14 Wilshire Blvd Ste 1500, Los Angeles, CA 90010, in the County of Los Angeles, State of
15 California.

16 5. Defendant, **AIRBNB, INC.**, a Delaware California Corporation, doing business in
17 the state of California, is having principal place of business at 888 Brannan Street, San Francisco,
18 CA 94103.

19 6. Defendant **AIRBNB PAYMENTS, INC.**, a Delaware California Corporation,
20 doing business in the state of California, is having principal place of business at 888 Brannan
21 Street 4th Floor, San Francisco, CA 94103.

22 7. Defendants, **AIRBNB, INC.** and **AIRBNB PAYMENTS, INC.** are collectively
23 referred to as AIRBNB.

24 8. Defendant, **WU YONGQIAN**, is the owner of the Property located at 1156
25 Crestbrook Court, Diamond Bar, CA 91765, (hereinafter the "YONGQIAN").

26 9. Defendant, **SHEY YUYING**, is the owner of the Property located at 1156
27 Crestbrook Court, Diamond Bar, CA 91765, (hereinafter "YUYING").

28 10. Defendants, **YONGQIAN, YUYING**, and **AIRBNB** are collectively referred to as

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1 Defendants.

2 11. During all relevant time, the alleged injuries occurred in the County of Los Angeles
3 within the State of California.

4 12. Plaintiff is unaware of the real names and capacities, whether corporate,
5 partnership, associate, individual or otherwise, of Defendants sued herein as DOES 1 through 50,
6 inclusive, and therefore, pursuant to the provisions of CCP §474, designate them by such fictitious
7 names. Plaintiff is informed and believe, and on that basis allege, that Defendants DOES 1
8 through 50 are in a manner responsible for acts, occurrences, and transactions set forth herein and
9 are legally liable to Plaintiff. Plaintiff will seek leave of Court to amend this Complaint to allege
10 the real names and capacities when they become known.

11 AGENCY

12 13. At all relevant times herein, each Defendant, whether actually or fictitiously named,
13 was the principal, agent or employee of each other Defendant, and in acting as such principal, or
14 within the course and scope of such employment or agency, took some part in the acts and
15 omissions hereinafter set forth by reason of which each Defendant is liable to Plaintiff for the relief
16 prayed for herein.

17 14. When reference in this Complaint is made to any act or omission of a Defendant
18 corporation, company, association, business entity, or partnership, such allegation shall be deemed
19 to mean that the Defendant and its owners, officers, directors, agents, employees, or
20 representatives did or authorized such act or omission while engaged in the management, direction,
21 or control of the affairs of Defendants and while acting within the scope and course of their duties.

22 15. When reference in this Complaint is made to any act or omission of Defendants,
23 such allegation shall be deemed to mean the act or omission of each Defendant acting individually
24 and jointly with the other named Defendants.

25 16. At all relevant times, each Defendant knew or realized that the cther Defendants
26 were engaging in, or planned to engage in, the violations of law alleged in this Complaint.
27 Knowing or realizing that other Defendants were engaging in such unlawful conduct, each
28 Defendant nevertheless facilitated the commission of those unlawful acts. Each Defendant

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1 intended to, and did, encourage, facilitate, or assist in the commission of the unlawful acts, and
2 thereby aided and abetted the other Defendants in the unlawful conduct.

3 17. Each Defendant ratified the wrongful conduct of each other, its agents and/or
4 employees, accepted the benefits of their wrongful conduct, and failed to repudiate the misconduct.

5
6 **JURISDICTION AND VENUE**

7 18. The matter is properly filed within the Unlimited Jurisdiction of the Court in that:
8 (1) the cause of action arose within the jurisdiction of this Court, (2) the Plaintiff resides within the
9 jurisdiction of this Court, (3) the amount in controversy exceeds \$25,000.00.

10 19. Plaintiffs, FELIX FONTEBO, SALLY FONTEBO, NJIE TAKERE bring this
11 action as the successors in interest of Njiek Fontebo pursuant to Code of Civil Procedure section
12 377.30, and as a wrongful death action pursuant to Code of Civil Procedure section 377.60.

13 20. The County of LOS ANGELES is the proper venue for this case.

14
15 **FACTS RELEVANT TO ALL CAUSES OF ACTION**

16 21. Njiek Fontebo, a 20 year old pharmacy technician working at Walmart Pharmacy,
17 also a college student at Tarrant county College in Arlington, Texas, who had completed his
18 prerequisites to get into Pharmacy school, with designs on being a licensed Pharmacist, died on
19 June 2, 2017, at the residence of the lessor defendants WU YONGQIAN; SHEY YUYING located
20 at 1156 Crestbrook Court, Diamond Bar, CA 91765 (hereinafter "residence") as he was
21 swimming. The death certificate of Njiek Fontebo is attached herewith as **Exhibit "A"**.

22 22. The residence was leased by NJIEK FONTEBO'S cousin NJIE TAKERE for the
23 periods June 1, 2017 through June 4, 2017, for himself and 6 guests through AIRBNB.

24 23. Sally and Felix Fontebo are the parents of Njiek Fontebo, married for 22 years. The
25 Estate of Njiek Fontebo, Sally Fontebo, Felix Fontebo, Njie Takere, will jointly hereinafter be
26 referred to as "Plaintiffs."

27 24. The swimming pool will simply be referred to as "pool."

28 25. Defendants, YONGQIAN, YUYING, and AIRBNB offer to lease or rent, solicits

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1 listings of places for rent, solicits for prospective tenants, negotiates the lease of a real estate
2 property, and collects rents from real property.

3 26. For all purposes, AIRBNB acts as a real estate broker. It is more than just an
4 Internet platform where lessor and lessee meets.

5 27. In particular, AIRBNB suggests, recommends, and advises its lessor on how to
6 effectively lease or rent his/her place by describing various characteristics of the real estate
7 property including but not limited to the number of bedrooms available, the number of bathrooms
8 available, the size of the real estate property available, any features of the real estate property, any
9 amenities onsite, any local attractions or things to do in the area, and how to get around town.

10 28. AIRBNB also offers professional photography services to its lessors for the sole
11 purpose of advertising their real estate property on AIRBNB's website to promote the lease or
12 rental of the property.

13 29. AIRBNB also suggests, recommends, and advises its lessor on leasing or rental
14 price based on their real estate property's geographic location, size, the leasing price of a similar
15 real estate property in the community, and other factors.

16 30. If a lessor does not have enough rental bookings, AIRBNB also suggests,
17 recommends, and advises the lessor on how to drive more traffic to his or her web page to promote
18 more rental bookings.

19 31. Once a potential lessee requests a booking, AIRBNB collects an advance payment
20 or rent from the real property on behalf of its lessor at the time of the booking for the entire
21 duration of the lease, and distributes the payment or rent to its lessor within 24 hours after the
22 lessee's arrival.

23 32. Despite engaging in these enumerated activities, AIRBNB does not hold a broker's
24 license in violation of Section 10130 of California Business and Professions Code.

25 33. Unlike other pure platform websites such as Craigslist, AIRBNB creates a false
26 sense of security to its lessors and lessees.

27 34. AIRBNB held and continues to hold itself out to the public as "a trusted community
28 marketplace for people to list, discover, and book unique accommodations around the world."

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1 35. AIRBNB ranks its lessors and issues "Superhost Badge." This creates an
2 appearance that these lessors endorsed by AIRBNB are safer and more reliable options.

3 36. AIRBNB also issues a green check mark right next to the word "Verified" to certain
4 lessors. This also creates an appearance that these lessors are verified by AIRBNB to be safer and
5 more reliable options.

6 37. AIRBNB takes out "Host Protection Insurance" that acts "as primary insurance and
7 provides liability coverage to hosts" or lessors.

8 38. AIRBNB also provides "AIRBNB Host Guarantee" which protects lessors against
9 damages to their own possessions or unit of property damage by their lessees in listings.

10 39. AIRBNB also provide free photography service to its lessors to make the listing
11 look professionally managed and maintained.

12 40. AIRBNB uses words including but not limited to "trust," "safety," "home," "trusted
13 community" repeatedly on its website to create a false sense of security.

14 41. The purpose of these features on the website was to induce any person who reads it
15 to feel safe to lease real estate property from AIRBNB.

16 42. However, on information and belief, AIBNB does not demand, request, or verify if
17 its lessors with pool homes, and advertised as such, have any pool safety equipment, are in
18 compliance with California Health and Safety codes, possess drowning rescue equipment, install or
19 maintain pool warning signs, and pool depth signs, or undertakes any measures to assist in the
20 prevention of pool drowning.

21 43. AIRBNB also does not disclose to its lessees that it does not perform any pool
22 safety equipment checks, if its pools are in compliance with California Health and Safety codes,
23 possess pool drowning rescue equipment, install or maintain pool warning signs, and pool depth
24 signs checks on its lessors or lessees.

25 44. Yet, AIRBNB glorifies its listings of pool homes, such as the residence in this
26 matter, by making it a prime attraction of the listing, and posting the picture of the pool at the front
27 and center of the listing.

28 45. Plaintiff Njie Takere entered into a lease contract for the residence with all

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1 Defendants for the periods June 1 through June 4, 2017, and said lease contract contained express
2 and implied terms of safety, trust, safe and good condition, verified compliance with laws and
3 regulations, for the residence.

4 46. It therefore goes without saying that Defendants, YONGQIAN, YUYING, and
5 AIRBNB’s representations are false and misleading because it actually does not perform any pool
6 safety, pool regulatory compliance, pool working condition checks on its lessors with pools and
7 does not disclose the lack thereof to its lessees.

8 47. The deceased Njiek Fontebo, based on information and belief possessing less than
9 average swimming ability, died on 6/2/17. On the fateful evening of 6/20/17, as himself and his
10 family returned from a day trip to Venice Beach, CA, on or about 8:15 pm, he changed to his
11 swimming trunks to go for a swim. There were no pool warning signs to alert him of the dangers of
12 swimming. There were no swimming depths signs to alert him as to how deep the pool was, and at
13 what ends. There was no pool rope divider to alert him as to when he has reached the deep end of
14 the pool. The deceased Njiek Fontebo had swam at shallow ends of pools very many times before,
15 and always made sure to swim within himself, staying clear of the pool deep areas which were well
16 noted in other pools.

17 48. As the deceased Njiek Fontebo began drowning, his sister, Afuh Fontebo, noticed it,
18 and looked around for any pool rescue equipment, pool drowning equipment so she could provide
19 to her brother, but there were none. She does not know how to swim. She therefore ran inside the
20 house, screaming, that “Njiek is drowning.” Also present as Njiek was drowning was his cousin
21 Takere Dikwe Diony-Mutuba. Mr. Diony-Mutuba could not swim either and has shortness of
22 breath issues. He looked around for pool drowning rescue equipment such as a life hook,
23 shepherd’s hook to assist Njiek, but saw none. He also canvassed the area for a body floater, so he
24 could jump into the pool and pull Njiek out. There was none. It is noteworthy that the pool side at
25 this residence did not have any:

- pool safety equipment
- pool safety rope dividers to alert swimmers of the pool depth at various locations
- drowning rescue equipment
- Possibly a defective pool drain

- pool warning and safety signs
- Other violations of the California Health and Safety Code, such as, lack of fencing

49. Were any of the above-noted pool safety or drowning rescue equipments present, Njiek Fontebo could have been saved from drowning. Two witnesses present as he was drowning, his cousin Takere Dikwe Diony-Mutuba, and his younger sister Afuh Fontebo, have noted that had there been pool safety or drowning rescue equipment, they would have thrown it to Njiek Fontebo, and thus saved his life. Family members have all indicated that Njiek Fontebo would go into swimming pools in the past, but was careful to stay clear of the deep ends. There was no rope divider or pool depth signs at this pool site. There are pictures of Njiek Fontebo in pool areas with pool trunks, just as he wore one on this fateful day. In addition, based on information and belief, the pool drain may have been defective.

50. It is therefore clear that defendants misrepresented itself as a “safe”, “trusted,” “trusted community” marketplace for claimants to lease the pool property.

**FIRST CAUSE OF ACTION
For Breach of Fiduciary Duty,
Against all Defendants, and DOES 1 – 50, Inclusive**

51. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth in this cause of action.

52. AIRBNB held out and continues to hold out to the public as “a trusted community” and used words including but not limited “trust,” “safety,” “home,” “trusted community” repeatedly on its website to create a false sense of security to describe its real estate service. AIRBNB also issued and continues to issue “Superhost” badges and green check marks with the word “Verified” right next to its lessors and other features on its website to create a false sense of security. AIRBNB also does not disclose that it actually does not maintain and keep the Pools and apartments in a condition as required by the government acts and regulations.

53. The purpose of these features on the website was to induce any person who reads it to feel safe to lease real estate property from AIRBNB.

54. AIRBNB also does not disclose to its lessees that it does not perform any pool

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1 safety equipment checks, if its pools are in compliance with California Health and Safety codes,
2 possess pool drowning rescue equipment, install or maintain pool warning signs, and pool depth
3 signs checks on its lessors or lessees.

4 55. Yet, AIRBNB glorifies its listings of pool homes, such as the residence in this
5 matter, by making it a prime attraction of the listing, and posting the picture of the pool at the front
6 and center of the listing.

7 56. It therefore goes without saying that AIRBNB's representations are false and
8 misleading because it actually does not perform any pool safety, pool regulatory compliance, pool
9 working condition checks on its lessors with pools and does not disclose the lack thereof to its
10 lessees.

11 57. AIRBNB's representations are false and misleading because it actually does not
12 perform required maintenance and took safety measures as required by the government regulations
13 and acts.

14 58. Plaintiffs believed and relied upon the representations made on Defendant,
15 AIRBNB.

16 59. The relationship between Plaintiffs and Defendants is fiduciary in nature.
17 Defendants owe Plaintiff a duty to discharge their duties in good faith and with reasonable
18 diligence.

19 60. Defendants breached its fiduciary duty to Plaintiff when they failed to provide the
20 required and necessary services, as advertised by them.

21 61. In reliance upon the false and/or misleading representations made by AIRBNB,
22 Plaintiffs took on lease the Residence in the Defendants' apartment.

23 62. Defendants breached its fiduciary duty to Plaintiff when they failed to comply with
24 the California health and safety code, in respect of Pool Management and apartment care and
25 maintenance.

26 63. Defendants' false and/or misleading advertisement is a substantial factor in causing
27 Plaintiffs' injuries.

28 64. As a proximate cause of Defendants' material breach of its fiduciary duty, Plaintiff

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1 has suffered and incurred damages in an amount exceeding \$25,000,000. (Twenty-five million
2 dollars).

3 65. WHEREFORE, Plaintiff requests relief as hereinafter provided.

4
5 **SECOND CAUSE OF ACTION**
6 **For Negligence,**
7 **Against all Defendants, and DOES 1 – 50, Inclusive**

8 66. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
9 in this cause of action.

10 67. AIRBNB acts as a real estate broker. Once a potential lessee requests a booking,
11 AIRBNB collects an advance payment or rent from the real property on behalf of its lessor at the
12 time of the booking for the entire duration of the lease, and distributes the payment or rent to its
13 lessor within 24 hours after the lessee’s arrival.

14 68. Despite engaging in these enumerated activities, AIRBNB does not hold a broker’s
15 license in violation of Section 10130 of California Business and Professions Code.

16 69. AIRBNB claims that their real estate property is trusted and safe and used words
17 including but not limited to “trust,” “safety,” “home,” “trusted community” repeatedly on its
18 website to create a false sense of security.

19 70. AIRBNB held and continues to hold itself out to the public as “a trusted community
20 marketplace for people to list, discover, and book unique accommodations around the world.”

21 71. AIRBNB ranks its lessors and issues “Superhost Badge.” This creates an
22 appearance that these lessors endorsed by AIRBNB are safer and more reliable options.

23 72. AIRBNB takes out “Host Protection Insurance” that acts “as primary insurance and
24 provides liability coverage to hosts” or lessors.

25 73. The purpose of these features on the website was to induce any person who reads it
26 to feel safe to lease real estate property from AIRBNB.

27 74. However, on information and belief, AIBNB does not demand, request, or verify if
28 its lessors with pool homes, and advertised as such, have any pool safety equipment, are in
compliance with California Health and Safety codes, possess drowning rescue equipment, install or

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1 maintain pool warning signs, and pool depth signs, or undertakes any measures to assist in the
2 prevention of pool drowning.

3 75. AIRBNB also does not disclose to its lessees that it does not perform any pool
4 safety equipment checks, if its pools are in compliance with California Health and Safety codes,
5 possess pool drowning rescue equipment, install or maintain pool warning signs, and pool depth
6 signs checks on its lessors or lessees.

7 76. Yet, AIRBNB glorifies its listings of pool homes, such as the residence in this
8 matter, by making it a prime attraction of the listing, and posting the picture of the pool at the front
9 and center of the listing.

10 77. The deceased Njiek Fontebo, possessing less than average swimming ability, died
11 on 6/2/17. On the fateful evening of 6/20/17, as himself and his family returned from a day trip to
12 Venice Beach, CA, on or about 8:15 pm, he changed to his swimming trunks to go for a swim.
13 There were no pool warning signs to alert him of the dangers of swimming. There were no
14 swimming depths signs to alert him as to how deep the pool was, and at what ends. There was no
15 pool rope divider to alert him as to when he has reached the deep end of the pool. The deceased
16 Njiek Fontebo had swam at shallow ends of pools very many times before, and always made sure
17 to swim within himself, staying clear of the pool deep areas which were well noted in other pools.

18 78. As the deceased Njiek Fontebo began drowning, his sister, Afuh Fontebo, noticed it,
19 and looked around for any pool rescue equipment, pool drowning equipment so she could provide
20 to her brother, but there were none. She does not know how to swim. She therefore ran inside the
21 house, screaming, that "Njiek is drowning." Also present as Njiek was drowning was his cousin
22 Takere Dikwe Diony-Mutuba. Mr. Diony-Mutuba could not swim either and has shortness of
23 breath issues. He looked around for pool drowning rescue equipment such as a life hook,
24 shepherd's hook to assist Njiek, but saw none. He also canvassed the area for a body floater, so he
25 could jump into the pool and pull Njiek out. There was none. It is noteworthy that the pool side at
26 this residence did not have any:

- pool safety equipment
- pool safety rope dividers to alert swimmers of the pool depth at various locations

- drowning rescue equipment
- Possibly a defective pool drain
- pool warning and safety signs
- Other violations of the California Health and Safety Code, such as, lack of fencing

79. Were any of the above-noted pool safety or drowning rescue equipments present, Njiek Fontebo could have been saved from drowning. Two witnesses present as he was drowning, his cousin Takere Dikwe Diony-Mutuba, and his younger sister Afuh Fontebo, have noted that had there been pool safety or drowning rescue equipment, they would have thrown it to Njiek Fontebo, and thus saved his life. Family members have all indicated that Njiek Fontebo would go into swimming pools in the past, but was careful to stay clear of the deep ends. There was no rope divider or pool depth signs at this pool site. There are many pictures and videos of Njiek Fontebo in pool areas with pool trunks, just as he wore one on this fateful day. In addition, based on information and belief, the pool drain may have been defective.

80. Plaintiff is informed and believes and based thereupon alleges, that Defendants, and each of them, negligently, recklessly, carelessly performed their duties in keeping the Pool area safe and equipped with all safety measures, as required.

81. AIRBNB breached the duty by failure to keep the Pool area safe and equipped it with all safety measures, as required.

82. As a direct and proximate result of Defendants and each of their negligent, reckless, careless, wanton operation to perform their duties in keeping the Pool area safe and equipped it with all safety measures, and in consequences thereof, the Plaintiffs suffered significant damage in the approximate amount of \$25,000,000, or in an amount according to proof at time of trial.

83. WHEREFORE, Plaintiffs pray for relief as set forth herein.

THIRD CAUSE OF ACTION
For Violation of the Consumers Legal Remedies Act,
California Civil Code § 1750, et seq.,
Against all Defendants, and DOES 1 – 50, Inclusive

84. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth in this cause of action.

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1 85. AIRBNB also includes unconscionable provisions in its terms of service in a
2 contract with its users including Plaintiff.

3 86. AIRBNB violated Consumers Legal Remedies Act by (1) making false and
4 misleading representations of the quality of the services that it provides, (2) making advertisement
5 that is misleading or likely to deceive a reasonable consumer, (3) engaging in unlawful practice of
6 engaging in the business of, act in the capacity of, advertise as, or assume to act as a real estate
7 broker or a real estate salesperson without first obtaining a real estate license, in violation of
8 Section 10130 of the California Business and Professions Code; and (4) including unconscionable
9 provisions in its contract with its users.

10 87. Plaintiffs have relied on the misrepresentation and false and misleading
11 advertisement.

12 88. Plaintiffs have suffered damage as a result of the unlawful and deceptive practice.

13 89. On November 27, 2017, Plaintiff provided proper notice pursuant to *California*
14 *Civil Code* Section 1782 to Defendants AIRBNB regarding Defendants AIRBNB's unlawful and
15 deceptive practice under the *California Consumers Legal Remedies Act* and demanded correction.

16 90. The aforementioned notice was in writing and sent by certified mail with return
17 receipt requested to Defendants AIRBNB's principal place of business as alleged in paragraphs 5
18 and 6.

19 91. Based on information and belief, Defendants AIRBNB will not resolve Plaintiffs
20 CLRA demand letter. In fact, Defendants reticence in engaging plaintiff is patently evident in their
21 refusal for over a month and half to provide Plaintiffs with insurance information available in this
22 matter, despite repeated Plaintiff requests. Should Defendants comply with Plaintiffs CLRA
23 demand letter, Plaintiffs will withdraw this cause of action.

24 92. Similarly, Plaintiffs sent to Defendants YONGQIAN, YUYING proper notice
25 pursuant to *California Civil Code* Section 1782 to Defendants AIRBNB regarding Defendants
26 AIRBNB's unlawful and deceptive practice under the *California Consumers Legal Remedies Act*
27 and demanded correction, on December 8, 2012.

28 93. Based on information and belief, Defendants YONGQIAN, YUYING will not

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1 resolve Plaintiffs CLRA demand letter. In fact, Defendants reticence in engaging plaintiff is
2 patently evident in their refusal to provide Plaintiffs with insurance information available in this
3 matter, despite repeated Plaintiff requests. Should Defendants comply with Plaintiffs CLRA
4 demand letter, Plaintiffs will withdraw this cause of action.

5 94. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of
6 \$25,000,000, costs of suit, and attorney fees.

7
8 **FOURTH CAUSE OF ACTION**
9 **For Violation of California Business and Professions Code §17500, et seq.**
10 **Untrue, False and/or Misleading Advertisement,**
11 **Against all Defendants, and DOES 1 – 50, Inclusive**

12 95. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
13 in this cause of action.

14 96. Business & Professions Code §17500 provides that it is unlawful for any
15 corporation to knowingly make, by means of any advertising device or otherwise, any false, untrue
16 or misleading statement with the intent to sell a product or service, or to induce the public to
17 purchase a product or service. Any statement in advertising that is likely to deceive members of
18 the public constitutes false and misleading advertising under Business & Professions Code §17500.

19 97. Defendant, AIRBNB, and DOES 1-50, inclusive, make statements that they knew
20 or should reasonably know is false and misleading. This conduct includes, but is not limited to,
21 making such statements that their real estate property is trusted and safe and used words including
22 but not limited to “trust,” “safety,” “home,” “trusted community” repeatedly on its website to
23 create a false sense of security, they are “a trusted community marketplace for people to list,
24 discover, and book unique accommodations around the world,” whereas, true facts are that they do
25 not have any pool safety equipment, in compliance with California Health and Safety codes,
26 further, they do not possess drowning rescue equipment, install or maintain pool warning signs,
27 and pool depth signs, or undertakes any measures to assist in the prevention of pool drowning. At
28 the time of death of Njiek Fontebo, Defendants’ did not have follow the safety measures as
required by the California Health and Safety Code, which includes but not limited to:

- pool safety equipment

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- pool safety rope dividers to alert swimmers of the pool depth at various locations
- drowning rescue equipment
- Working drain in Pool, possibly a defective pool drain
- pool warning and safety signs
- lack of fencing

98. AIRBNB glorifies its listings of pool homes, such as the residence in this matter, by making it a prime attraction of the listing, and posting the picture of the pool at the front and center of the listing.

99. Plaintiffs have suffered huge damages, as a result of Defendants' acts of false and misleading statements. Defendants know or reasonably should know that this advertising is false and misleading as set forth in detail in the preceding paragraphs.

100. Defendants and DOES 1 – 50, inclusive, by committing the acts alleged above, have knowingly made false, untrue and/or misleading statements with the intent to sell their services and/or induce members of the public, including Plaintiffs, to lease the apartment, and in doing so, have violated Business & Professions Code §17500.

101. Defendants and DOES 1 – 50, inclusive, by the aforesaid acts, have engaged in false advertising in violation of California Business and Professions Code §17500, resulting in injury in fact and loss of money and damages to Plaintiffs in an amount to be proven at trial.

102. Plaintiffs seek an order, pursuant to Business and Professions Code §17535, enjoining Cross-Defendants and DOES 1 – 50, inclusive, for injunctive relief and restitution as specifically authorized for violations of Business & Professions Code §17500 et seq. Business & Professions Code §17534.5 provides that “the remedies or penalties provided by this chapter are cumulative to each other and to the remedies or penalties available under all other laws of this state.”

103. Plaintiffs seek an order, pursuant to § 17536, of the Business and Professions Code, enjoining Cross-Defendants and DOES 1 – 50, inclusive, be assessed the maximum civil penalty for each and every violation of Business and Professions Code § 17500, according to proof at the time of trial.

104. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of

1 \$25,000,000, costs of suit, and attorney fees.

2
3 **FIFTH CAUSE OF ACTION**
4 **For Wrongful Death,**
5 **Against all Defendants, and DOES 1 – 50, Inclusive**

6 105. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
7 in this cause of action.

8 106. Plaintiff, ESTATE OF NJIEK FONTEBO, is the successor-in-interest to the
9 interests of NJIEK FONTEBO individually, who died on June 2, 2017. It's business address is in
10 Los Angeles County.

11 107. The ESTATE OF NJIEK FONTEBO is represented by his successors-in-interest,
12 Plaintiffs, FELIX FONTEBO, SALLY FONTEBO, pursuant to California Code of Civil
13 Procedure, section 377.30, et seq.

14 108. Plaintiffs bringing a claim for the loss, affection and other adverse consequences of
15 NJIEK FONTEBO 's death.

16 109. Defendants committed wrongful act of not keeping the Pool area in safe and secure
17 condition, which contribute to NJIEK FONTEBO's death.

18 110. Plaintiff ESTATE OF NJIEK FONTEBO was damaged by virtue of the untimely
19 death of NJIEK FONTEBO.

20 111. Plaintiff FELIX FONTEBO suffered damages by the loss of his son and its many
21 and varied logistic, economic, personal and emotional consequences for Plaintiff FELIX
22 FONTEBO's life. Further such losses at being deprived of the benefits of Njiek Fontebo in their
23 lives, under California Code of Civil Procedure section 377.60, as to damages recoverable include
24 loss of consortium, loss of society, comfort and companionship, loss of wages/financial support,
25 loss of services, loss of inheritance, recovery for grief, mental anguish, emotional distress, pain and
26 suffering, and medical, funeral, and burial expenses, and all such other damages allowed by
27 California Code of Civil Procedure section 377.61.

28 112. Plaintiff SALLY FONTEBO suffered damages by the loss of her son and its many
and varied logistic, economic, personal and emotional consequences for Plaintiff SALLY

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1 FONTEBO's life. Further such losses at being deprived of the benefits of Njiek Fontebo in their
2 lives, under California Code of Civil Procedure section 377.60, as to damages recoverable include
3 loss of consortium, loss of society, comfort and companionship, loss of wages/financial support,
4 loss of services, loss of inheritance, recovery for grief, mental anguish, emotional distress, pain and
5 suffering, and medical, funeral, and burial expenses, and all such other damages allowed by
6 California Code of Civil Procedure section 377.61.

7 113. As a direct result of Defendants' acts and/or omissions, and as a result of the
8 aforementioned deaths, Plaintiffs have sustained pecuniary loss resulting from loss of society,
9 comfort, attention, services, and support of deceased.

10 114. Each Defendant is liable for said conduct in that it requested, paid, confirmed, and
11 ratified which caused the wrongful death described above.

12 115. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of
13 \$25,000,000, costs of suit, and attorney fees.

14
15 **SIXTH CAUSE OF ACTION**
16 **For Intentional Infliction of Emotional Distress,**
17 **Against All Defendant, and DOES 1 – 50, Inclusive**

18 116. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
19 in this cause of action.

20 117. The Defendants, and each of them, engaged in extreme and outrageous conduct by
21 intentionally and/or recklessly subjecting Plaintiffs, or permitting Plaintiffs to be subjected to,
22 emotional distress, anxiety, mental trauma, and psychological injuries. Defendants, and each of
23 them, ratified such conduct by failing to keep the Pool area safe and secure for the users, by failing
24 to take appropriate required safety measures to avoid any unseen accident in and around Pool area,
25 by failing to install required equipments for the safety and rescue near Pool area, by failing to
26 comply with the California Health and Safety rules and regulations. As a direct and legal result,
27 Plaintiffs were harmed, and continues to suffer harm, in an amount to be proved at trial.

28 118. The conduct of Defendants', and DOES 1 – 50, inclusive, as set forth above was so
extreme and outrageous that it exceeded the boundaries of human decency and was beyond pale of

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1 conduct tolerated in a civilized society. This conduct was intended to cause severe emotional
2 distress, or was done in reckless disregard of the probability of causing severe emotional distress.

3 119. As an actual and proximate result of Defendants' wrongful conduct, Plaintiffs have
4 suffered and continue to suffer severe and continuous humiliation, emotional distress, and physical
5 and mental pain and anguish, all to her damage in an amount according to proof at the time of trial.

6 120. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of
7 \$25,000,000, costs of suit, and attorney fees.

8
9 **SEVENTH CAUSE OF ACTION**
10 **For Negligent Infliction of Emotional Distress,**
11 **Against all Defendants, and DOES 1 – 50, Inclusive**

12 121. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
13 in this cause of action.

14 122. Defendants have a duty of due care, to ensure that Plaintiffs were not exposed to
15 foreseeable harms.

16 123. Defendants, and each of them, knew, or should have known, that Plaintiffs were
17 being subjected to and exposed to the risk of life, and that, by failing to exercise aforementioned
18 due care to caused Plaintiffs to suffer severe emotional distress.

19 124. Defendants, and each of them, failed to exercise their duty of due care in keeping
20 the Pool area safe and secure for the users, failed to take appropriate required safety measures to
21 avoid any unseen accident in and around Pool area, failed to install required equipments for the
22 safety and rescue near Pool area, failed to comply with the California Health and Safety rules and
23 regulations.

24 125. As a direct and proximate result of the acts and conduct of Defendants, and each of
25 them, as aforesaid, Plaintiffs have been caused to and did suffer and continues to suffer severe and
26 extreme mental and emotional distress, including but not limited to anguish, humiliation,
27 embarrassment, loss of confidence, fright, depression and anxiety, the exact nature and extent of
28 which are not now known to them.

126. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiffs

1 have been directly and legally caused to suffer damages as alleged herein.

2 127. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of
3 \$25,000,000, costs of suit, and attorney fees.

4
5 **EIGHTH CAUSE OF ACTION**
6 **For Breach of Contract**
7 **By Plaintiff NJIE TAKERE**

8 **Against all Defendants, and DOES 1 – 50, Inclusive**

9 128. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth
10 in this cause of action.

11 129. Plaintiff Njie Takere entered into a lease agreement with Defendants for the lease of
12 their property located at 1156 Crestbrook Court, Diamond Bar, CA 91765 for the periods June 01,
13 2017 through June 04, 2017.

14 130. Defendants breached their express and implied contract with plaintiff Njie Takere to
15 have the property in a safe and trusted condition.

16 131. Defendants breached their express and implied contract with plaintiff Njie Takere in
17 having no pool safety equipment, as well as no:

- 18 • pool safety rope dividers to alert swimmers of the pool depth at various locations
- 19 • drowning rescue equipment
- 20 • Working drain in Pool, possibly a defective pool drain
- 21 • pool warning and safety signs
- 22 • lack of fencing

23 132. As a direct and proximate result of the Defendants breach of contract, and each of
24 them, as aforesaid, Plaintiffs have been caused to and did suffer and continues to suffer damages
25 and consequences, including the loss and death of his first cousin, Njiek Fontebo.

26 133. By the aforesaid acts and breach of Defendants, and each of them. Plaintiffs have
27 been directly and legally caused to suffer damages as alleged herein.

28 134. WHEREFORE, Plaintiffs pray for relief as set forth herein, damages to the tune of
\$25,000,000, costs of suit, and attorney fees.

NINTH CAUSE OF ACTION

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**Survival Claim
Against all Defendants, and DOES 1 – 50, Inclusive**

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135. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth in this cause of action.

136. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Njiek Fontebo died an untimely death at the tender age of twenty (20) leaving behind two loving parents, and multiple siblings.

137. Under California Code of Civil Procedure section 377.30, Defendant’s misconduct and omissions entitle Plaintiffs Estate of Njiek Fontebo to recover damages for the extreme pain and suffering incurred by decedent Njiek Fontebo as he was drowning, and the failed resuscitation attempts. Plaintiff is entitled to recover from Defendant all damages caused by Defendant’s conduct including all such damages allowed by California Code of Civil Procedure section 377.34., in excess of \$25,000,000.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs prays for judgment, as follows:

- a. For special and general damages in an amount in excess of \$25,000,000, according to proof;
- b. For compensatory and punitive damages \$25,000,000.
- c. For interest on the amount of damages at the legal rate from the date each item of damage was incurred;
- d. For punitive or exemplary damages;
- e. For reasonable attorney’s fees, costs and expenses;
- f. For injunctive relief pursuant to Business and Professions Code; and
- g. For such other and further relief as the court deems appropriate under the circumstances.

DATED: December 12, 2017

Respectfully Submitted,

-20-

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By: _____
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Attorney for Plaintiffs
Felix Fontebo, Sally Fontebo, Njie Takere,
and The Estate of Njiek Fontebo,

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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): NSAHLAI LAW FIRM EMMANUEL NSAHLAI, SBN (207588) 3250 WILSHIRE BLVD, STE 1500 LOS ANGELES, CA 90010 TELEPHONE NO.: (213) 797-0369 FAX NO.: (213) 973-4617 ATTORNEY FOR (Name): Plaintiffs, Felix Fontebo, Sally Fontebo, Njie Takere and		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles DEC 08 2017 Sherri B. Carter, Executive Officer/Clerk By: <u>[Signature]</u> Deputy <u>Marion Gomez</u>	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: Stanley Mosk Courthouse CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NAME: Felix Fontebo, et. al v. Airbnb, Inc., et. al	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC686407 JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case is is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. Large number of separately represented parties d. Large number of witnesses
 b. Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 c. Substantial amount of documentary evidence f. Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive
4. Number of causes of action (specify): **Seven (7)**
5. This case is is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: _____
 EMMANUEL NSAHLAI
 (TYPE OR PRINT NAME) ▶ (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—
Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE: Felix Fontebo, et. al v. Airbnb, Inc., et. al	CASE NUMBER BC686407
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ³ HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|---|---|
| <ul style="list-style-type: none"> 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. 2. May be filed in central (other county, or no bodily injury/property damage). 3. Location where cause of action arose. 4. Location where bodily injury, death or damage occurred. 5. Location where performance required or defendant resides. | <ul style="list-style-type: none"> 6. Location of property or permanently garaged vehicle. 7. Location where petitioner resides. 8. Location wherein defendant/respondent functions wholly. 9. Location where one or more of the parties reside. 10. Location of Labor Commissioner Office |
|---|---|

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 4. 1., 3. 1., 4.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Real Property	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2. 6. 2. 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment	2., 9.
		<input type="checkbox"/> A6160 Abstract of Judgment	2., 6.
		<input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations)	2., 9.
		<input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes)	2., 8.
		<input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax	2., 8.
		<input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
<input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)		1., 2., 8.	
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment	2., 3., 9.
		<input type="checkbox"/> A6123 Workplace Harassment	2., 3., 9.
		<input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case	2., 3., 9.
		<input type="checkbox"/> A6190 Election Contest	2.
		<input type="checkbox"/> A6110 Petition for Change of Name	2., 7.
		<input type="checkbox"/> A6170 Petition for Relief from Late Claim Law	2., 3., 4., 8.
<input type="checkbox"/> A6100 Other Civil Petition		2., 9.	

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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input checked="" type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.	ADDRESS: 1156 Crestbrook Court, Diamond Bar, CA 91765	
	CITY: 1156 Crestbrook Court, Diamond Bar	STATE: CA

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central Judicial District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)].

Dated: _____, 2017

(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

12/08/2017