

**SUMMONS
(CITACION JUDICIAL)**

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

AIRBNB, INC.; AIBNB PAYMENTS, INC., DOES 1-20, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

GABRIEL GORDON, LEA GORDON

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.**

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): 400 McAllister, San Francisco, Ca, 94102

CASE NUMBER
(Número de Caso): **CCD-19-576420**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

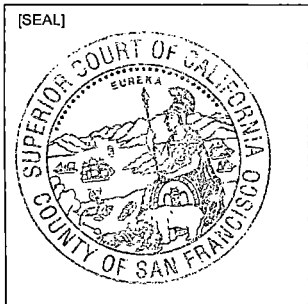
Joseph Salama, SBN 212225 Law Offices of Joseph Salama
165 N. Redwood Drive, San Rafael, Ca 94903, 425 948 9030

DATE: JUN 03 2019 DEPUTY CLERK Clerk, by Deputy
(Fecha) (Secretario) *[Signature]* (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))

BOWMAN IRI



NOTICE TO THE PERSON SERVED: You are served

- 1. as an individual defendant.
- 2. as the person sued under the fictitious name of (specify):
- 3. on behalf of (specify):
 - under: CCP 416.10 (corporation) CCP 416.60 (minor)
 - CCP 416.20 (defunct corporation) CCP 416.70 (conservatee)
 - CCP 416.40 (association or partnership) CCP 416.90 (authorized person)
 - other (specify):
- 4. by personal delivery on (date):

BY FAX
ONE LEGAL LLC

1 JOSEPH SALAMA, State Bar No. 212225
2 LAW OFFICES OF JOSEPH SALAMA
3 165 N. Redwood Drive, Suite 285
4 San Rafael, CA 94903
5 Telephone: (415) 948-9030
6 Facsimile: (415) 479-1340
7 joseph@salama.com

8 Attorneys for Plaintiffs
9 GABRIEL GORDON, LEA GORDON

F I L E D
Superior Court of California
County of San Francisco

JUN 03 2019

CLERK OF THE COURT

BY: [Signature]
BOWMAN LTD

10
11
12 IN THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA
13 IN AND FOR THE COUNTY OF SAN FRANCISCO

14 GABRIEL GORDON, LEA GORDON;

15 Plaintiffs,

16 v.

17 AIRBNB, INC.; AIBNB PAYMENTS,
18 INC., DOES 1-20, inclusive;

19 Defendants,

Case No.

CGC-19-576420

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

BY FAX
ONE LEGAL LLC

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PRELIMINARY ALLEGATIONS

Plaintiffs Gabriel Gordon ["Mr. Gordon"] and Léa Gordon ["Mrs. Gordon"]; collectively "the Gordons"] hereby complain and allege as follows:

1. This Court has jurisdiction over this action under Article 6 of the California Constitution and Code of Civil Procedure section 410.10 because defendants transacted business and committed/failed to commit the acts/inactions complained of herein while in California.

2. Venue is proper in this judicial district pursuant to Code of Civil Procedure section 395.5 because the acts, inactions, conduct, and events alleged herein occurred in San Francisco in San Francisco, California; and pursuant to the case of Tafflin v. Levitt, 493 U.S. 455 (1990).

3. Plaintiffs the Gordons are both individuals, lawfully married, presently domiciled in Sonoma County, California.

4. Plaintiffs are informed and believe and thereon allege that defendant AirBNB, Inc. is a Delaware Corporation with its principal place of business at 888 Brannan Street in San Francisco, California.

5. Plaintiffs are informed and believe and thereon allege that defendant AirBNB Payments, Inc. is a Delaware Corporation with its principal place of business at 888 Brannan Street in San Francisco, California.

6. Defendants Does 1-20 are sued herein under fictitious names. Their true names and identities are unknown to the Gordons. The Gordons are informed and believe and thereon allege that defendants Does 1-10 are business organizations, form unknown, which are in part responsible for acts herein alleged. The Gordons are informed and believe and thereon allege that defendants Does 11-20 were the employees, officers, directors, managing agents, and/or partners of the named defendants and/or Does 1-10 who were acting within the course and scope of their employment and authority at all times relevant herein.

7. Plaintiffs are informed and believe and thereon allege that each

1 defendant designated as a Doe is responsible for the events and happenings hereafter referred to,
2 the actions and inactions below described, causing plaintiffs, and each of their, injuries and
3 damages, as hereinafter alleged, either through that respective defendant's own intentional or
4 negligent conduct, be it through negligent hiring, training, and/or supervision, or through the
5 conduct of that defendant's agents, servants or employees, or in some other manner as
6 yet unknown. Plaintiffs are informed and believe and thereon allege that at all times mentioned
7 herein defendants, and each of them, were the agents, servants, employees, independent
8 contractors and/or joint venturers of their co-defendants and were, as such, acting within the
9 scope, course and authority of said agency, employment, contract, and/or joint venture.

10 GENERAL ALLEGATIONS

11 8. AIRBNB, in part, acts a rental broker to find occupants and prospective tenants
12 for those who present to AIRBNB with a rental unit, and AIRBNB profits thereby. Despite that
13 AIRBNB regularly finds tenants who stay in excess of thirty days, offers lessors marketing tips
14 and advises lessors on way to maximize exposure, and gives lessors access to services such as
15 professional photographers to help them find a lessee at top dollar, AIRBNB is not licensed by
16 the California Bureau of Real Estate despite falling squarely within the definition of real state
17 broker as provided in Business and Professions Code section 10131.

18 9. AIRBNB has very strict rules which must be abided by at all times by the
19 lessors, called "hosts" by AIRBNB, including making sure every unit leased is well supplied
20 with toilet paper, soap, linens, towels, pillows; being available to respond quickly to inquiries by
21 the lessee, called "guest" by AIRBNB; making the lessee feel welcome as often as possible; and
22 severely limiting cancellations. In addition hosts: have to provide complete and accurate
23 information about the rental unit; may not change the price offered once it is booked; only post
24 photos and videos of their units that satisfy AIRBNB's arbitrarily set parameters on format, size,
25 and duration; cannot list multiple units in the same listing; and other numerous requirements
26 and restrictions necessitating multiple "agreements" to contain them all, located on several
27 different pages within the website operated at AirBNB.com, totaling over 44,000 words.

1 10. AIRBNB carefully and closely reviews the performance of each of the lessors,
2 subjecting each of them to a real time “performance review.” Under certain circumstances, if
3 AIRBNB is displeased with performance of any lessor, it may demote that lessor’s ranking in
4 search results; impose a monetary penalty - in the form of an earnings deduction; and may
5 terminate the relationship altogether without affording any due process or viable mechanism for
6 appeal, just like any other “at will” relationship.

7 11. AIRBNB has a separate, higher rank for those who AIRBNB believes are
8 performing well, called “Superhost.” Like becoming a “host,” becoming a “Superhost” has its
9 own dedicated set of rules, requirements, eligibility standards, performance evaluations and
10 AIRBNB imposes significant behavioral restrictions on a lessor’s rights and behavior.

11 12. Once a potential lessee reserves a booking, AIRBNB collects payment in
12 advance, keeps a portion, and then distributes a lesser amount to the lessor, typically within a
13 day of the lessee’s arrival.

14 13. All over the AirBNB website, defendants make affirmative representations about
15 trust, safety, and security as follows:

16 Safety on Airbnb



18 **\$1,000,000
Host Guarantee**

19 In the rare event of accidental damage,
20 the property of every Airbnb host is
covered up to a million dollars. It's
21 peace of mind at no extra charge.



18 **Host Protection
Insurance**

19 If your guests get hurt or cause
20 property damage, our Host Protection
Insurance protects you from liability
21 claims up to a million dollars, included
22 free for every Airbnb host.



18 **Airbnb is built
on trust**

19 All Airbnb travelers must submit a
20 profile photo and verify their phone &
email. Hosts can also require a
21 government ID. Guests and hosts each
22 publish reviews after check out
keeping everyone accountable and
23 respectful.

23 14. AIRBNB additionally specifically states “Airbnb verifies some information about
24 guests and hosts to help make our community a safer place for everyone. That includes
25 requiring a profile photo, confirmed phone number, and confirmed email address” (emphasis
26 added). These statements are both false and misleading. Airbnb simply requires a potential
27 lessee to upload any photo of a human face, and only checks to see if the potential lessee has

1 access to the phone number and email address by sending a text and email to them. There is no
2 actual verification that the number used actually belongs to the potential lessee; no verification
3 that the email address used actually belongs to the potential lessee; and no verification that the
4 photo uploaded has any relationship whatsoever to the lessee. Accordingly, this information is
5 neither verified nor confirmed. Moreover, AIRBNB does not, by any stretch of the imagination,
6 make their “community safer for everyone” by virtue of this process. There is no mechanism by
7 which the photo is checked to see if it is an obvious fake, or whether it belongs to someone on
8 the FBI’s Most Wanted criminal list. There is no background check or screening of any type
9 whatsoever actually done, and a potential lessee could upload a photo of Ted Bundy, Adolf
10 Hitler, or Ronald Reagan, use a masked email address, and a disposable/temporary phone
11 number to satisfy the “verification” process and anyone loosely matching the photo could
12 present to an unknowing host who relied on AIRBNB’s “verification” process.

13 15. These representations are not only false and misleading, but when combined with
14 the rest of the express representations and presentation at the AirBNB.com website, gives hosts
15 a false sense of security, encouraging them to believe that somehow the lessee who shows up at
16 the lessor’s home is not going to be a criminal, and certainly will not engage in illegal activity at
17 the lessor’s home.

18 SUBJECT FACTUAL ALLEGATIONS

19 16. Mr. Gordon is a world-famous guitarist and has played Saturday Night Live,
20 toured and/or recorded with Laurie Anderson, Dave Stewart of the Eurythmics, William
21 “Bootsy” Collins and Bernie Worrell of George Clinton and Parliament Funkadelic, and many
22 more. He has collaborated with Deron Johnson, Miles Davis, Seal, and Alanis Morissette. He
23 has opened for Bob Dylan, George Benson, Van Morrison, Leonard Cohen, and Al Jarreau,
24 among others, and recorded on over one hundred albums. He has shared the stage with Bruce
25 Springsteen, Garth Hudson, and Rick Danko (The Band), Sterling Campbell (David Bowie),
26 Paula Cole, John Sebastian, The Indigo Girls, John Mayer, and many more. His fifth solo
27 album entitled *Overwhelmed* was recorded and produced by Pete Smith (Sting, Joe Cocker) and

1 mixed by Hans-Martin Buff (Prince). He is also a full time member of the *Light Blue Movers*
2 and their debut album *Atlas* was released in 2016 to critical acclaim. He just released his sixth
3 solo album, *Mr. Miller*, produced and recorded by Brian Bender (KT Tunstall, Philip Glass) and
4 mixed by Mark Plati (Prince, David Bowie). It was mastered by Roman Klun (Sarah
5 McLachlan). The album features Andy Hess (Black Crowes), Shawn Pelton (Saturday Night
6 Live, Paul McCartney, Billy Joel), George Laks (Lenny Kravitz), Natalie Merchant, Aaron
7 Johnston (Harry Belafonte), Vernon Reid (Living Colour), among others. Mr. Gordon just
8 ended a tour with Natalie Merchant, with whom he has been touring for seventeen years, and
9 was in the last few months of his very last tour in May 2017.

10 17. Mrs. Gordon is an internationally recognized independent filmmaker and
11 screenplay writer, and has received several awards in South America, and is loved by the press
12 both domestically and internationally. Mrs. Gordon was handpicked by Robert Redford's
13 Sundance Film Institution as a guest artist for their exclusive retreat, but was unable to attend,
14 as a direct result of the incidents below.

15 18. The Gordons decided to host through Airbnb.com at their downtown Paris
16 apartment located at 60 Rue Saint Sabin, Escalier 5, 75011, leased to Mr. Gordon, but occupied
17 by the married couple jointly. The first guest they hosted was a "normal" person and,
18 fortunately, failed to commit any crime as far as the Gordons are concerned. She left the
19 morning of Monday, May 29, 2017.

20 19. The next day, a new guest was checking in. Mrs. Gordon, a France native, was
21 in New York at the time completing paperwork to obtain her permanent resident status in the
22 United States. Mr. Gordon checked in the new guest who, according to the reservation, was
23 named Svetlana L. Mr. Gordon was a bit confused when the woman at the door to their
24 apartment on May 30, 2017 told him her name was Alisa Prada. Mr. Gordon asked her if she
25 was Svetlana and she said that was her nickname. A bit concerned, he excused himself and
26 looked at his phone again to confirm the guest who had reserved was verified and properly
27 registered. She was. So Mr. Gordon welcomed her into their home. Mr. Gordon trusted Airbnb

1 and its verification process completely, as do millions of others who open their homes to
2 complete strangers every day.

3 20. Alisa immediately inquired about the wifi access password, which Mr. Gordon
4 gave her, assuring her she could contact him if there were any issues. Ms. Prada explained she
5 was in town from Moscow and worked in the television industry, appearing in "movies for TV."
6 Mr. Gordon was in the middle of recording an album and told her he would come by when he
7 was done to make sure everything was satisfactory. She told him to not come between 7:00
8 p.m. and 7:00 a.m. as she would be sleeping during those hours.

9 21. The next day, May 31, 2017, Mr. Gordon contacted Alisa to arrange to drop by.
10 Alisa told Mr. Gordon that she did not want him to come to the apartment via electronic
11 message, and that "it was not acceptable," and that he should come by the next day. Moreover,
12 apparently the wifi was inadequate for her needs, because Ms. Prada demanded that Mr. Gordon
13 give her 50 euros back for every day to offset the poor wifi service, basically requesting that $\frac{2}{3}$
14 of what she paid be refunded to her. Mr. Gordon politely declined, and reminded her that they
15 had given her an excellent bargain, eight days for 600 euros instead of the market rate for
16 comparably located apartments of 850 euros.

17 22. On June 1, 2017, the next day, Mr. Gordon was still recording. That night he told
18 Alisa that he had to fly to New York the next day for a meeting with Mrs. Gordon for her to
19 obtain her Green Card. Mr. Gordon told Ms. Prada he would come by the apartment in the
20 morning. She quickly replied that he could not come because she wouldn't be present. Mr.
21 Gordon didn't feel good about this, especially with the other oddities that had occurred, and
22 decided to visit the apartment, wait for her to return, and then cancel the rest of the booking.
23 Something wasn't right.

24 23. At 8:00 a.m. on Friday, June 2, 2017, Mr. Gordon arrived at his apartment. He
25 knocked and no one answered, and he entered. Alisa was not present. Mr. Gordon saw her
26 clothes and her personal belongings in disarray. Her laptop computer was open and the
27 webpage that was open was sexemodel.com which, by itself, may cause some concern, but

1 combined with the additional fact that it was Alisa's profile on the screen, was quite alarming.
2 A short glance around the room revealed a list of men's names with phone numbers and
3 amounts of money written next to them. There was a long list. The unpleasant smell of the
4 apartment was the final clue and Mr. Gordon understood that Alisa had been prostituting herself
5 from their home. Mr. Gordon was revolted in disgust. He started to photograph what he saw,
6 then he texted her immediately and cancelled the reservation, and gathered all of her belongings
7 and put them in bags. Mr. Gordon then called their friend Florent Lehoux to come by just in
8 case Alisa were to return to with her pimp.

9 24. By the time Florent arrived it was 11:30 a.m., and Mr. Gordon explained that his
10 flight to New York was at 7:00 pm and he needed Florent to remain there for the locksmiths to
11 arrive. He wanted to change the locks immediately. Florent went out to get coffee and that is
12 when Alisa returned, accompanied by a young French man who looked very sheepish and
13 embarrassed. Mr. Gordon refused to permit her reentry and handed her the three bags with her
14 personal property in them. He demanded the apartment key back, but Alisa refused to give it
15 up. So Mr. Gordon closed the door and Ms. Prada left.

16 25. Florent soon returned and Mr. Gordon explained what happened. The locksmith
17 had been summoned and would come as soon as possible. Mr. Gordon had to get to New York
18 with a big envelope full of his and Mrs. Gordon's original documents to support Mrs. Gordon's
19 application for permanent residency.

20 26. Mr. Gordon left the apartment and was on the way to the metro right around the
21 corner - at Richard Lenoir station - to first go to Florent's place to collect his passport and then
22 head straight for Charles de Gaulle airport. As Mr. Gordon walked to the metro, he could feel
23 someone watching him and following him. He quickly spun around to find Alisa following
24 him. She suddenly started yelling that Mr. Gordon stole her passport and her money, and was
25 attempting to grab the envelope out of his hands with all of his original documents inside. Mr.
26 Gordon rushed down the steps of the metro with her in tow. She has just managed to pry the
27 envelope out of his hands, and he was struggling to get it back. Frustrated and desperate, she

1 started yelling that Mr. Gordon hit her. Within seconds, concerned citizens were holding Mr.
2 Gordon by both arms and police were on the way.

3 27. The police handcuffed Mr. Gordon, and took him to the 13th Arrondissement
4 Prefecture. Ms. Prada was in another police car, headed to the same location. Upon arrival Mr.
5 Gordon was booked, fingerprinted, photographed, and interrogated four different times. Finally,
6 he was placed in a holding cell littered with feces and urine, without sufficient ventilation.

7 28. After many requests, he was finally provided with an interpreter named Michael.
8 Michael explained to Mr. Gordon that they would have to perform a search of his apartment to
9 see if he had stolen Alisa's passport and money as she had alleged. The police put Mr. Gordon
10 back in a police car and took him to a hospital to get a large contusion which resulted from his
11 altercation with Alisa examined. The doctor fortunately opined that there was no permanent
12 damage despite that it hurt Mr. Gordon quite a bit.

13 29. The police next drove him to his apartment, still in handcuffs. After arriving
14 very loudly and visibly in their police cars, causing a small crowd to form, the police escorted
15 Mr. Gordon out of the police car and paraded him in handcuffs through the central courtyard.
16 Almost as if to proliferate the humiliation and embarrassment to as wide an audience as
17 possible, the police spoke very loudly on their portable radio devices with no attempt to be
18 discreet. Sure enough, all of the Gordons' neighbors ran to their windows to peer out.

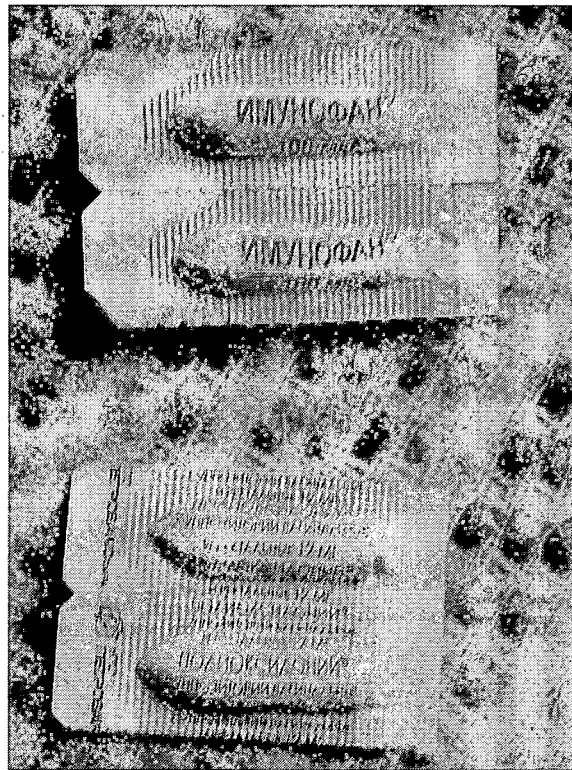
19 30. The Gordons had just moved in on March 13, 2017, so they were new to the
20 complex. There were celebrities in almost every apartment. As this unfolded Mr. Gordon
21 realized that he had never been more humiliated in his life. A strong, confident, experienced
22 man, he was nonetheless on the verge of tears from this entire experience. Once in the
23 apartment, Alisa was also brought in with more police officers, as was Florent and the
24 locksmith. The police searched the Gordons' apartment and found nothing of Alisa's.

25 31. Mr. Gordon was detained all night at the police station and his flight to New
26 York had long gone. He was interrogated several more times throughout the evening, until the
27 last time which concluded at 2:00 a.m. He had not been allowed a phone call and begged the

1 police to permit a call to Florent so he could inform Mrs. Gordon what happened. A kind police
2 woman told him that Alisa's story didn't check out and he would likely be released the next
3 morning. Mr. Gordon tried to sleep in a disgusting holding cell with four other men, more than
4 one of them an admitted violent criminal with an extensive record. At 9:00 a.m., the police
5 woke Mr. Gordon and told him they were not pressing charges because Ms. Prada's story had no
6 evidentiary support.

7 32. Mr. Gordon was finally released at noon. He was incredibly shaken up and
8 paranoid that Alisa was going to be following him, so much so that stayed with Florent that day
9 and night, and spoke to Mrs. Gordon on the phone. He got another ticket to fly to New York the
10 very next day, June 4, 2017.

11 33. Subsequent investigation revealed that Alisa left two items of medicine in the
12 refrigerator which were photographed as follows:



27 Both of these medicines are taken to boost the immune systems of the patient. Both are

1 manufactured in Russia and one of them goes for upward of \$50 per dose, which, adjusting for
2 the difference in standard of living is akin to \$250 USD. Plaintiffs are informed and believe and
3 thereon allege that Alisa and/or one of her guests may have had a compromised immune system
4 and been the carrier of an infectious disease, and that the Gordons may have been placed at risk
5 of injury as a result.

6 34. Since the incident, Mr. and Mrs. Gordon have had ongoing nightmares. Mrs.
7 Gordon had pornography popping up on her computer repeatedly, either sent by or left by Alisa.
8 Their landlord broke the lease and kicked them out of their apartment. They are both in therapy
9 from the incident. Mr. Gordon initially found it extremely difficult to work as a musician, but
10 slowly started to be able to work again. Unfortunately this incident has severely damaged his
11 reputation and he has not been invited to return to his previous tour with Natalie Merchant or
12 any other comparable tour.

13 35. Plaintiffs are not alone in having suffered a crime committed through AirBNB in
14 their home.

15 FIRST CAUSE OF ACTION - Private Attorney General Act

16 (by both plaintiffs against all defendants)

17 36. Plaintiffs hereby incorporate each and every paragraph set forth above and below
18 as if fully set forth hereunder.

19 37. This Cause of Action is brought pursuant to the Private Attorney General Act.

20 38. Plaintiffs have filed a claim with the Department of Industrial Relations and the
21 Division of Occupational Safety and Health, case number LWDA-CM-454574-18, for violation
22 of CalOsha regulation 336.10 and other regulations regulating safety in the workplace. Notice
23 was given on February 6, 2018 pursuant to Labor Code section 2698 for violations of Labor
24 Code sections 6300 and 2800.

25 39. Defendants owed plaintiffs a non-delegable duty to create a safe environment for
26 plaintiffs to perform their duties in accordance with their host employment agreement with
27 AirBNB.

1 40. Defendants, and each of them, breached this duty by creating a hazardous
2 environment, by making false representations of safety, and by allowing a criminal to make a
3 reservation and commit a crime in plaintiffs' home.

4 41. As an actual and proximate cause of the facts alleged above, plaintiffs suffered
5 damages in an amount according to proof.

6 42. In addition, plaintiffs are informed and believe and thereon allege that defendants
7 had advance knowledge of the risk of hazard at issue and nonetheless allowed Alisa to make a
8 reservation with plaintiffs in conscious disregard of the rights or safety of plaintiffs. Said
9 advance knowledge is alleged to be on the part of an officer, director, and/or managing agent of
10 defendants. Further, the acts were committed with the knowledge of Defendants and were
11 allowed to proceed by officers, directors, and/or managing agents of Defendants. Plaintiffs
12 therefore seek exemplary damages pursuant to Civil Code section 3294 in a sum sufficient to
13 punish defendants for their egregious conduct.

14 43. Plaintiffs further seek reasonable attorneys fees and costs incurred in this
15 litigation in an amount according to proof.

16 Wherefore, plaintiffs pray for judgment as set forth below.

17 SECOND CAUSE OF ACTION - Breach of Fiduciary Duty

18 (by both plaintiffs against all defendants)

19 44. Plaintiffs hereby incorporate each and every paragraph set forth above and below
20 as if fully set forth hereunder.

21 45. Defendants, and each of them, created a business enterprise whereby they lease,
22 offer to lease, place for rent, solicit listings of places for rent, solicit prospective tenants and/or
23 collect rent from real property in exchange for financial compensation, often in excess of thirty
24 days, despite that they are not registered with the Bureau of Real Estate as a licensed real estate
25 broker.

26 46. In doing so, defendants, and each of them, acted as a real estate broker for
27 plaintiffs and accordingly owed a statutory and common law fiduciary duty.

1 47. Defendants breached this fiduciary duty by failing to perform a criminal
2 background check on the prospective lessee, subjecting plaintiffs to an unreasonable risk of
3 expire to accomplice liability for allowing criminal activity to occur in their home; failing to
4 disclose that defendants had not performed any type of background investigation of Alisa at any
5 time prior to the reservation; misrepresenting to plaintiffs that defendant had in fact verified or
6 otherwise vetted Alisa as a legitimate guest and that she was a more safe guest as a result, as a
7 member of defendants' "trusted community."

8 48 As a direct and proximate cause of defendants' action and inactions, plaintiffs
9 have suffered general and special damages in an amount according to proof.

10 WHEREFORE, plaintiffs pray for judgment as set forth below.

11 THIRD CAUSE OF ACTION - Negligence

12 (by both plaintiffs against all defendants)

13 49. Plaintiffs hereby incorporate each and every paragraph set forth above and below
14 as if fully set forth hereunder.

15 50. Defendants, and each of them, created a business enterprise whereby they lease,
16 offer to lease, place for rent, solicit listings of places for rent, solicit prospective tenants and/or
17 collect rent from real property in exchange for financial compensation, often in excess of thirty
18 days, despite that they are not registered with the Bureau of Real Estate as a licensed real estate
19 broker.

20 51. Defendants, and each of them, represented and continues to represent to the
21 public that it is a "trusted community" to attract the public to its website to engage in real estate
22 leasing transactions. Defendants created and continue to create the appearance that its lessors
23 are safer and more reliable by stating "Airbnb verifies some information about guests and hosts
24 to help make our community a safer place for everyone. That includes requiring a profile photo,
25 confirmed phone number, and confirmed email address" despite that these representations are
26 both false and misleading, to create a false sense of security and encourage more hosts to
27 register with them.

1 52. As a real estate broker, defendants owe a statutory and common-law duty to
2 conduct a background check of each potential guest and to disclose to each potential host any
3 guest who has not been so evaluated.

4 53. As ordinary reasonable decent members of our society, defendants owe a duty to
5 put hosts on notice that that any given guest could be a criminal and looking to conduct criminal
6 activities in their home rather than represent to hosts the exact opposite.

7 54. By failing to do a background check, by failing to inform plaintiffs that they had
8 failed to do a background check; by failing to do any check on Alisa of any type whatsoever; by
9 failing to inform plaintiffs they failed to do any check on Alisa of any type whatsoever; and by
10 negligently affirmatively representing the opposite, defendants, and each of them, were the
11 direct and proximate cause of plaintiffs' damages, in an amount to be proven at trial.

12 Wherefore, plaintiffs pray for judgment as set forth below.

13 FOURTH CAUSE OF ACTION - Negligence *Per Se*

14 (by both plaintiffs against all defendants)

15 55. Plaintiffs hereby incorporate each and every paragraph set forth above and below
16 as if fully set forth hereunder.

17 56. Business and Professions Code section 10130 states "It is unlawful for any
18 person to engage in the business, act in the capacity of, advertise or assume to act as a real estate
19 broker or a real estate salesman within this state without first obtaining a real estate license from
20 the department." The purpose of the real estate broker licensing requirement is to protect the
21 public from the perils incident to dealing with incompetent or untrustworthy real estate
22 practitioners. *Greenlake Capital, LLC v. Bingo Investments, LLC* (App. 2 Dist.2010) 111
23 Cal.Rptr.3d 82.

24 57. Defendants, and each of them, created a business enterprise whereby they lease,
25 offer to lease, place for rent, solicit listings of places for rent, solicit prospective tenants and/or
26 collect rent from real property in exchange for financial compensation, often in excess of thirty
27 days, despite that they are not registered with the Bureau of Real Estate as a licensed real estate

1 broker.

2 58. Plaintiffs are members of the public and therefore within the class of persons
3 sought to be protected by section 10130. Moreover, plaintiffs injury is the type of injury this
4 regulation was enacted to prevent, because no duly licensed broker would represent that they
5 had verified a prospective tenant unless they actually had.

6 59. As a result of defendants actions/inactions, plaintiffs were generally and
7 specially damaged in an amount to be shown at trial.

8 Wherefore, plaintiffs pray for judgment as set forth below.

9 FIFTH CAUSE OF ACTION - False and Misleading Advertisement

10 Business & Professions Code §§ 17500 et seq.

11 (by both plaintiffs against all defendants)

12 60. Plaintiffs hereby incorporate each and every paragraph set forth above and below
13 as if fully set forth hereunder.

14 61. Defendants, and each of them, represented and continues to represent to the
15 public that it is a “trusted community” to attract the public to its website to engage in real estate
16 leasing transactions. Defendants created and continue to create the appearance that its lessors
17 are safer and more reliable by stating “Airbnb verifies some information about guests and hosts
18 to help make our community a safer place for everyone. That includes requiring a profile photo,
19 confirmed phone number, and confirmed email address” despite that these representations are
20 both false and misleading, with the purpose of creating a false sense of security to encourage
21 more hosts to register with them.

22 62. These statements are both false and misleading. Airbnb simply requires a
23 potential lessee to upload any photo of a human face, and only checks to see if the potential
24 lessee has access to the phone number and email address by sending a text and email to them.
25 There is no actual verification that the number used actually belongs to the potential lessee; no
26 verification that the email address used actually belongs to the potential lessee; and no
27 verification that the photo uploaded has any relationship whatsoever to the lessee. Accordingly,

1 this information is neither verified nor confirmed. Moreover, AIRBNB does not, by any stretch
2 of the imagination, make their “community safer for everyone” by virtue of this process. There
3 is no mechanism by which the photo is checked to see if it is an obvious fake, or whether it
4 belongs to someone on the FBI’s Most Wanted criminal list.

5 63. Plaintiffs, and each of them, believed and relied upon the representations made
6 by defendants.

7 64. In reliance upon the false and/or misleading representations made by defendants,
8 plaintiffs listed their home on defendants’ website.

9 65. Defendants’ false and misleading statements were the direct and proximate cause
10 of plaintiffs’ general and special damages, in an amount to be proven at trial.

11 WHEREFORE, plaintiffs pray for judgment as set forth below.

12 SIXTH CAUSE OF ACTION - Racketeer Influenced & Corrupt Organizations Act

13 18 U.S.C.A. §§ 1961 et seq.

14 (by both plaintiffs against all defendants)

15 66. Plaintiffs hereby incorporate each and every paragraph set forth above and below
16 as if fully set forth hereunder:

17 67. Defendants received and continue to receive income from a pattern of
18 prostitution activity, knowingly permitting prostitution to occur in multiple countries and cities
19 through their AirBNB “community”, actively participating in, and in fact being instrumental, as
20 they provide a simple method through which guests can locate venues from which they can
21 prostitute themselves, despite that such conduct is illegal in those locations, and despite the risk
22 that the hosts may be charged with aiding and abetting illegal activity in many of those
23 jurisdictions.

24 68. Plaintiffs are informed and believe and thereon allege that defendants, and each
25 of them, combined with their risk managers and operating boards, form the enterprise and that
26 those profits realized from the illegal activity inure directly to the benefit of the enterprise.

27 69. AirBNB affects interstate commerce as it is operating and transacting in multiple

1 states around the country, all through a computer system which plaintiffs are informed and
2 believe and thereon allege is located in Auburn, Virginia, hosted by Amazon.com, Inc., at IP
3 address 54.211.28.64, accessible and regularly accessed by residents of every state in the United
4 States of America. It is through the accessibility of the system across state lines that defendants,
5 and each of them, affect interstate commerce.

6 70. Plaintiffs have suffered injury, directly caused by defendants' involvement in this
7 racketeering enterprise and allowing a prostitute to be a guest of plaintiffs, who was engaged in
8 criminal activity and continued to engage in criminal activity when she stalked Mr. Gordon,
9 attempted to rob him of vital documents, which conduct was the direct and proximate cause of
10 injury to plaintiffs, including but not limited to the loss of their lease and the cost for relocating
11 and moving from Europe to the United States, numerous other certain out of pocket costs, and
12 other special damages which will be proven at trial.

13 Wherefore plaintiffs pray for judgment against defendants as follows:

- 14 a. Injunctive relief prohibiting defendants from continuing to represent themselves in a
15 false and misleading manner;
- 16 b. For general damages, according to proof;
- 17 c. For special damages, according to proof;
- 18 d. For treble damages pursuant to 18 U.S.C.A. §§ 1961 et seq.;
- 19 e. For exemplary damages;
- 20 f. Restitution;
- 21 g. For reasonable attorney fees;
- 22 h. For costs;
- 23 i. For such other further relief as this Honorable Court deems just and proper.

24 Respectfully Submitted,
25 LAW OFFICES OF JOSEPH SALAMA

26 

27 JOSEPH SALAMA, Attorneys for Plaintiffs
GABRIEL GORDON, LEA GORDON

June 3, 2019

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
 Joseph Salama, SBN 212225 Law Offices of Joseph Salama
 165 N. Redwood Drive, San Rafael, Ca 94903
 TELEPHONE NO.: 415-948-9030 FAX NO.: 415 479 1340
 ATTORNEY FOR (Name): Gabriel Gordon, Lea Gordon
 SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco
 STREET ADDRESS: 400 McAllister Dr
 MAILING ADDRESS: San Francisco, 94102
 CITY AND ZIP CODE: Civil Division
 BRANCH NAME:

FOR COURT USE ONLY
 FILED
 Superior Court of California
 County of San Francisco
 JUN 03 2019
 CLERK OF THE COURT
 BY: [Signature] Deputy Clerk
 BOWMAN

CASE NAME: Gordon v. Airbnb

CIVIL CASE COVER SHEET
 Unlimited (Amount demanded exceeds \$25,000) Limited (Amount demanded is \$25,000 or less)
 Counter Joinder
 Complex Case Designation
 Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: CGC-19-576420
 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 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 checked="" 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) |
|--|--|---|

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. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> 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): Six
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: 6/3/19
 Joseph Salama (TYPE OR PRINT NAME)
 [Signature] (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)
 BY FAX ONE LEGAL LLC

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.

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