

Assigned for all purposes to: Spring Street Courthouse, Judicial Officer: Christopher Lui

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9 MYLINH PHAM

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**

12 MYLINH PHAM,

13 Plaintiff,

14 v.

15 AIRBNB, INC.; AIRBNB PAYMENTS,
16 INC.; CASEY HILL; ALEX DOE; and
17 DOES 1 through 20, inclusive,

18 Defendants.

Case No.

Unlimited Jurisdiction

COMPLAINT FOR DAMAGES

- 1. Battery
- 2. Negligence
- 3. Intentional Infliction of Emotional Distress
- 4. Fraudulent Concealment
- 5. Private Nuisance
- 6. Public Nuisance

(Demand for Jury Trial)

19 Plaintiff, MYLINH PHAM, complains of and alleges as follows:

I. INTRODUCTION

20 1. This action arises out of personal injury and monetary damages sustained by
21 Plaintiff as a result of bedbug bites during her stay at an Airbnb owned and operated by
22 Defendants in Los Angeles, California.

23 2. Plaintiff, MYLINH PHAM (hereinafter, "Ms. Pham," or "Plaintiff") brings this
24 action against Defendants, AIRBNB, INC.; AIRBNB PAYMENTS, INC.; CASEY HILL; ALEX
25 DOE; and DOES 1 through 20, inclusive ("Defendants," or collectively, "Defendants").

II. PARTIES

26 3. At all times mentioned herein, Plaintiff is a resident of the State of California.

27 4. At all times mentioned herein, Plaintiff is informed, believes, and thereon alleges
28

1 that Defendant, AIRBNB, INC., a Delaware corporation with its principal executive offices
2 located in San Francisco, California, owns an online platform that enables a dwelling owner to
3 rent out their property for profit, such as this Airbnb location, located at 801 South Hope St.
4 #2005, Los Angeles, CA 90015, and operates as AIRBNB, INC., (hereinafter, referred to as the
5 “AIRBNB, INC.”), with executive offices located at 888 Brannan Street, #4, San Francisco, CA
6 94103.

7 5. At all times mentioned herein, Plaintiff is informed, believes, and thereon alleges
8 that Defendant, AIRBNB PAYMENTS, INC., a Delaware corporation with its principal executive
9 offices located in San Francisco, California, runs the payment portion of an online platform that
10 enables a dwelling owner to rent out their property for profit, such as this Airbnb location, located
11 at 801 South Hope St. #2005, Los Angeles, CA 90015, and operates as AIRBNB PAYMENTS,
12 INC., (hereinafter, referred to as the “AIRBNB PAYMENTS, INC.”), with executive offices
13 located at 888 Brannan Street, #4, San Francisco, CA 94103.

14 6. At all times mentioned herein, Plaintiff is informed, believes, and thereon alleges
15 that Defendant, CASEY HILL, an individual, owns, manages and operates their Airbnb located at
16 801 South Hope St. #2005, Los Angeles, CA 90015.

17 7. At all times mentioned herein, Plaintiff is informed, believes, and thereon alleges
18 that Defendant, ALEX DOE, an individual, manages and operates their Airbnb located at 801
19 South Hope St. #2005, Los Angeles, CA 90015.

20 8. Plaintiff is ignorant of the true identity and capacity of Defendants designated as
21 DOES 1 through 20, but will amend the Complaint when her identities have been ascertained
22 according to proof at the time of trial. Plaintiff alleges on information and belief that each and
23 every DOE Defendant is in some manner responsible for the acts and conduct of other Defendants,
24 and were and are, responsible for the injuries, damages and harm incurred by Plaintiff.

25 9. Plaintiff is informed, believe and thereon allege, that at all times relevant during the
26 liability period, that Defendants, and each of them, including without limitation those Defendants
27 herein sued as DOES, were acting in concert or participating with each other, or were joint
28 participants and collaborators in the acts complained of, and were the agents or employees of

1 others in doing the acts complained of herein, each and all of them acting within the course and
2 scope of said agency and/or employment by others, each and all of them acting in concert with the
3 other and all together.

4 **III. VENUE AND JURISDICTION**

5 10. Venue is proper in this Court because the injuries alleged in this Complaint
6 occurred within the County of Los Angeles.

7 11. This Court has unlimited jurisdiction over the parties named in this Complaint as
8 the amount in controversy exceeds \$25,000. Defendants are subject to the personal jurisdiction of
9 this Court.

10 **IV. FACTS AND ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

11 12. According to the Centers for Disease Control and Prevention (the “CDC”), *Cimex*
12 *lectularius*, more commonly known as “bed bugs,” are “small, flat, parasitic insects that feed
13 solely on the blood of people and animals while they sleep.” They are “found across the globe
14 from North and South America, to Africa, Asia and Europe. Although the presence of bed bugs
15 has traditionally been seen as a problem in developing countries, it has recently been spreading
16 rapidly to parts of the United States, Canada, the United Kingdom, and other parts of Europe. Bed
17 bugs have been found in five-star hotels and resorts and her presence is not determined by the
18 cleanliness of the living conditions where they are found.” (See www.cdc.gov/parasites/bedbugs/
19 accessed July 1, 2019).

20 13. According to the CDC, “one of the easiest ways to identify a bed bug infestation is
21 by the tell-tale bite marks on the face, neck, arms, hands, or any other body parts while sleeping.”
22 Additionally, “because bed bug bites affect everyone differently, some people may have no
23 reaction and will not develop bite marks or any other visible signs of being bitten. Other people
24 may be allergic to the bed bugs and can react adversely to the bites. These allergic symptoms can
25 include enlarged bite marks, painful swellings at the bite site, and, on rare occasions,
26 anaphylaxis.” (See www.cdc.gov/parasites/bedbugs/faqs.html accessed July 1, 2019).

27 14. It is also known that bedbugs are able to travel between rooms. [see
28 <https://www.health.ny.gov/environmental/pests/bedbugs.htm>, accessed July 1, 2019], requiring

1 thorough inspection and treatment of adjacent rooms when bedbug activity is found in an Airbnb.

2 15. On or about August 3, 2017, Plaintiff, Ms. Pham, checked in at the Airbnb in her
3 room within apartment number #2005 (the “room” or “Plaintiff’s room”).

4 16. During her trip, on or about August 3, 2017 through August 6, 2017, Ms. Pham
5 discovered numerous bites marks in a trail-type formation on her body and found numerous
6 bedbugs in the Airbnb unit.

7 17. On or about August 5, 2017, Ms. Pham informed ALEX DOE that she thought she
8 should be entitled a full refund. However, she was ultimately ignored.

9 18. On or about August 8, 2017, Ms. Pham sought medical care at MDCX urgent Care
10 located at 1400 E. Second Street, Defiance, OH 43512 where she was diagnosed with bedbug
11 bites. She was prescribed an oral medication and a topical scar cream.

12 19. Due to the extensiveness of the bedbug bites and the constant itching and pain she
13 was experiencing from them, Ms. Pham decided to seek further medical attention. Ms. Pham still
14 has physical scarring on her body and emotional scarring as a result of the bedbug bites.

15 20. As a result of the incident, Plaintiff incurred various expenses, including medical
16 costs, the cost of the Airbnb room, the replacement cost of her luggage and clothing, along with
17 other belongings exposed to the infestation at the Airbnb, and other costs.

18 21. Defendants, and DOES 1 through 20, deliberately and recklessly chose not to
19 inspect or otherwise ensure that Plaintiff’s room was free of *Cimex lectularius* (“bedbugs”)
20 immediately before Plaintiff’s stay at the Airbnb, willfully disregarding knowledge of the prior
21 bedbug infestation known to Defendants, and DOES 1 through 20.

22 22. Defendants, and DOES 1 through 20, failed to eradicate a prior bedbug infestation
23 of Plaintiff’s room and did not ensure that the bed in Plaintiff’s room was free from bedbugs
24 before renting it to Plaintiff, despite knowledge of the prior infestation in that room.

25 23. Although Defendants, and DOES 1 through 20, had prior knowledge of bedbug
26 infestations in their Airbnb, Defendants, and DOES 1 through 20, failed to eradicate such
27 infestations, including an infestation in the room that Plaintiff was provided.

28 24. Defendants, and DOES 1 through 20, deliberately chose not to notify, or otherwise

1 failed to notify Plaintiff, of the presence of *Cimex lectularius* in Plaintiff's room.

2 25. Defendants, and DOES 1 through 20, knew that their Airbnb had a prior bedbug
3 infestation. Defendants, and DOES 1 through 20, deliberately and recklessly chose to turn a blind
4 eye to this infestation and previous guest complaints. Management did not place adequate
5 safeguards to protect clients from an ongoing bedbug exposure. Instead of making a change to
6 management to protect clients from inadequate oversight, Defendants, and DOES 1 through 20,
7 has kept management in place.

8 26. Defendants, and DOES 1 through 20, authorized or ratified housekeeping staff at
9 the Airbnb to either not change bed skirts on a regular basis or to not inspect and ensure that bed
10 skirts are free from a *Cimex lectularius* ("bedbug") infestation in Plaintiff's room prior to
11 Plaintiff's arrival.

12 27. Defendants', and DOES 1 through 20, actions before, during, and after Plaintiff's
13 injury, including the Airbnb's routine practice of authorizing housekeeping staff to not change bed
14 skirts regularly or to not properly inspect and ensure that such bed skirts are free from bedbugs
15 prior to a guest's arrival, show that Defendants, and DOES 1 through 20, have a pattern and
16 culture of extreme indifference and reckless disregard for the value of human life and the rights of
17 her guests.

18 28. As part of Defendants', and DOES 1 through 20, pattern and culture of extreme
19 indifference, the Airbnb management did not implement adequate policies and procedures to
20 sufficiently train employees of the Airbnb to inspect rooms for bedbug infestations and to protect
21 Airbnb guests from exposure to bedbug infestations prior to Plaintiff's stay. Management, who
22 oversaw these infestations, has not been replaced by Defendants, and DOES 1 through 20, nor has
23 management changed any procedures to safeguard her guests against bedbug infestations.

24 29. Defendants, and DOES 1 through 20, authorized or ratified the conduct of the
25 Airbnb employees by: (1) not terminating such employees responsible for Plaintiff's injuries; (2)
26 not training or retraining such employees regarding *Cimex lectularius* ("bedbug") infestations; (3)
27 turning a blind eye to previous complaints and not terminating management who has inadequately
28 protected guests against bedbug infestations at the subject Airbnb; (4) allowing and tolerating a

1 common practice and culture of extreme indifference by employees who do not change the bed
2 skirts regularly or who do not properly inspect and ensure that the bed skirts are free from bedbug
3 infestations; (5) not implementing adequate policies and procedures prior to Plaintiff's injuries to
4 prevent *Cimex lectularius* infestations; and (6) not implementing any new policies and procedures
5 after Plaintiff's injuries to prevent any further *Cimex lectularius* infestations.

6 30. At no time, either prior to or subsequent to Plaintiff's stay at the Airbnb, has
7 Plaintiff observed bedbugs in her residence or experienced bites from bedbugs in her residence.

8 31. Defendants, and DOES 1 through 20, rented the room to Plaintiff despite having
9 knowledge, as of August 3, 2017, that there was a bedbug infestation present in the Airbnb and
10 specifically, Plaintiff's Room. Defendants, and DOES 1 through 20, concealed this bedbug
11 infestation and deliberately chose not to notify, or otherwise failed to notify Plaintiff of the
12 presence of *Cimex lectularius* ("bedbugs") in Plaintiff's room upon her arrival.

13 32. An officer, director, or managing agent of Defendants, and DOES 1 through 20,
14 authorized or ratified the fraudulent conduct of the Airbnb employees by failing to remedy prior
15 bedbug infestations and deliberately concealing the fact of her presence in the Airbnb.

16 33. Plaintiff has suffered and continue to suffer physical injuries (including, but not
17 limited to, bedbug bites, itching, and permanent scarring) and emotional injuries (including, but
18 not limited to, severe embarrassment, annoyance, discomfort, pain, apprehension, tension, anxiety,
19 and emotional distress) as a direct result of her stay at the Airbnb

20 **V. CLAIMS FOR RELIEF**

21 **FIRST CAUSE OF ACTION**

22 **By Plaintiff Against All Defendants, and Does 1-20, Inclusive**

23 **(Battery)**

24 34. Plaintiff re-alleges and incorporate by reference the allegations contained in
25 paragraphs 1 to 33 of the Complaint as though fully set forth herein.

26 35. During Plaintiff's stay, Defendants, and DOES 1 through 20, intentionally and
27 recklessly did acts that were unconsented to by Plaintiff and therefore resulted in offensive contact
28 with her person, including but not limited to: (1) Defendants', and DOES 1 through 20, deliberate

1 choice not to eradicate a *Cimex lectularius* infestation in the Airbnb; (2) Defendants', and DOES 1
2 through 20, deliberate choice not to inspect or ensure that Plaintiff's room, was free of *Cimex*
3 *lectularius* immediately before Plaintiff's stay at the Airbnb; (3) Defendants', and DOES 1
4 through 20, deliberate and reckless choice not to inspect the bed skirts in Plaintiff's room to
5 protect against and prevent a *Cimex lectularius* infestation; (4) Defendants', and DOES 1 through
6 20, willful disregard of a *Cimex lectularius* infestation that was either known or should have been
7 known from prior infestations in Plaintiff's room; (5) Defendants' deliberate and reckless choice
8 not to notify Plaintiff of the presence of *Cimex lectularius* in the Airbnb and, specifically,
9 Plaintiff's room.

10 36. Defendants, and DOES 1 through 20, did the aforementioned acts with the intent to
11 cause a harmful or offensive contact with the body of Plaintiff, or with a reckless disregard of the
12 probability of causing such offensive contact.

13 37. Defendants, and DOES 1 through 20, authorized or ratified the conduct of the
14 Airbnb employees by: (1) not terminating such employees responsible for Plaintiff's injuries; (2)
15 not training or retraining such employees regarding *Cimex lectularius* ("bedbug") infestations; (3)
16 turning a blind eye to previous complaints and not terminating management who has inadequately
17 protected guests against bedbug infestations at the subject Airbnb; (4) allowing and tolerating a
18 common practice and culture of extreme indifference by employees who do not change the bed
19 skirts regularly or who do not properly inspect and ensure that the bed skirts are free from bedbug
20 infestations; (5) not implementing adequate policies and procedures prior to Plaintiff's injuries to
21 prevent *Cimex lectularius* infestations; and (6) not implementing any new policies and procedures
22 after Plaintiff's injuries to prevent any further *Cimex lectularius* infestations.

23 38. As a direct, legal and proximate result of the actions of Defendants, and DOES 1
24 through 20, Plaintiff sustained serious injuries to her person, all to Plaintiff's damage in an amount
25 to be shown according to proof and within the jurisdiction of the Court.

26 39. As a direct, legal and proximate result of the aforesaid acts of Defendants, and
27 DOES 1 through 20, Plaintiff was compelled to and did employ the services of hospitals,
28 physicians and surgeons, nurses, and the like, to care for and treat Plaintiff's injuries, and did incur

1 hospital, medical, professional and incidental expenses, and Plaintiff is informed and believes, and
2 upon such information and belief alleges, that she will necessarily by reason of her injuries, incur
3 additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a
4 sum to be shown according to proof.

5 40. Plaintiff is informed and believes, and thereon alleges, that the aforesaid conduct of
6 Defendants, and DOES 1 through 20, was carried out with a willful and conscious disregard of
7 Plaintiff's right to be free from such tortious behavior, such as to constitute oppression, fraud or
8 malice pursuant to California Civil Code Section 3294, and that an officer, director, or managing
9 agent of Defendants, and DOES 1 through 20, authorized or ratified the wrongful acts of the
10 employees of Defendants, and DOES 1 through 20, entitling Plaintiff to punitive damages in an
11 amount appropriate to punish and set an example of Defendants, and DOES 1 through 20.

12 **SECOND CAUSE OF ACTION**

13 **By Plaintiff Against All Defendants, and Does 1-20, Inclusive**

14 **(Negligence)**

15 41. Plaintiff re-alleges and incorporate by reference the allegations contained in
16 paragraphs 1 to 40 of the Complaint as though fully set forth herein.

17 42. At all times relevant hereto, as owners, operators, and managers of the Airbnb, the
18 Defendants, and DOES 1 through 20, owed Plaintiff the duty to exercise reasonable care in the
19 operation and maintenance of the Airbnb. This duty includes but is not limited to: the duty of
20 Defendants, and DOES 1 through 20, to maintain the Airbnb in a safe and habitable condition and
21 to keep it free from insect infestations, namely infestations of *Cimex lectularius*, for the entire
22 duration of Plaintiff's stay.

23 43. Defendants, and DOES 1 through 20, breached their above duties when they,
24 among other things:

- 25 (1) allowed an infestation of *Cimex lectularius* to become established in
26 Plaintiff's room of the Airbnb, and nonetheless still rented it to Plaintiff;
27 (2) failed to eradicate a prior (or ongoing) bedbug infestation in Plaintiff's
28 room;

- 1 (3) chose not to inspect and did not ensure that the bed in Plaintiff’s room was
- 2 free from bedbugs before renting it to Plaintiff, despite knowledge of a prior
- 3 infestation in the Airbnb and specifically, Plaintiff’s room;
- 4 (4) failed to require housekeeping staff to change the bed skirts regularly or
- 5 inspect and ensure that the bed skirts are free from bedbug infestations; and
- 6 (5) failed to properly notify Plaintiff of the presence of *Cimex lectularius* upon
- 7 her arrival.

8 44. The acts by Defendants, and DOES 1 through 20, as enumerated in the paragraph
9 above, want of even scant care represent an extreme departure from the ordinary standard of
10 conduct for an Airbnb, thereby rising to the level of gross negligence.

11 45. As a direct and proximate result of these breaches of duty by Defendants, and
12 DOES 1 through 20, Plaintiff suffered bedbug bites, and continues to suffer physical and
13 psychological injury.

14 46. Defendants, and DOES 1 through 20, performed the acts enumerated in paragraph
15 43, for which they knew, or should have known, would be highly probable that Plaintiff would be
16 bitten by bedbugs and harm would result.

17 47. Defendants, and DOES 1 through 20, have a statutory duty under California Health
18 & Safety Code Section 17920.3 to ensure that in their Airbnb there does not exist inadequate
19 sanitation “that endangers the life, limb, health, property, safety, or welfare of the public or the
20 occupants thereof.” Section 17920.3(a)(12) specifically defines inadequate sanitation to include
21 “infestation of insects, vermin, or rodents” as determined by a health officer or code enforcement
22 officer. California Health & Safety Code Section 17920.3 states: “Any building or portion
23 thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the
24 same is located, in which there exists any of the following listed conditions to an extent that
25 endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof
26 shall be deemed and hereby is declared to be a substandard building: (a) Inadequate sanitation
27 shall include, but not be limited to, the following: ... (12) Infestation of insects, vermin, or rodents
28 as determined by a health officer or, if an agreement does not exist with an agency that has a

1 health officer, the infestation can be determined by a code enforcement officer, as defined in
2 Section 829.5 of the Penal Code, upon successful completion of a course of study in the
3 appropriate subject matter as determined by the local jurisdiction.”

4 48. Additionally, Title 25, Chapter 1, Subchapter 1, § 40 of California State Housing
5 Law states, in part: “In every apartment house or hotel, every part of every bed, including the
6 mattress, sheets, blankets, and bedding shall be kept in a clean, dry sanitary condition, free from
7 filth, urine, or other foul matter, and from the infection of lice, bedbugs or other insects.”

8 49. Finally, Defendants, and DOES 1 through 20, have the following duties relating to
9 the maintenance of a motel, as provided in Title 11 (Health and Safety) of the Los Angeles County
10 Code of Ordinances: Title 11, Section 11.20.140 of the Code states that “infestation of insects,
11 vermin or rodents” would render a motel a substandard dwelling that “endangers the life, limb,
12 health, property, safety or welfare of the public, or of the occupants thereof.” Section 11.20.160
13 states that every motel “shall be maintained in good repair” and that it is unlawful to permit
14 another person to occupy any motel which does not comply with this section. Section 11.20.170
15 provides general sanitation requirements such that “each habitable room...and the premises of
16 every building shall be kept clean, sanitary and free from...vermin and other offensive matter.”
17 Section 11.20.320 states that “all rooms in a motel...rented to transient guests wherein beds are
18 used shall be provided with an adequate amount of clean bedding, springs and mattresses, in good
19 repair. All such beds, springs and mattresses shall be maintained in a sanitary condition.” And
20 finally, Section 11.30.010 states that “No person shall occupy, maintain, or cause or permit
21 another person to occupy or maintain any building, lot, premises, vehicle or any other place, in
22 such condition of construction or maintenance as will permit the breeding or harborage therein or
23 thereon of rodents, fleas, bedbugs, cockroaches, lice, mosquitoes or any other vermin.”

24 50. Defendants, and DOES 1 through 20, violated the above laws, which were
25 designed to protect occupants of hotels and other public establishments, such as an Airbnb, when
26 they: (1) allowed an infestation of *Cimex lectularius* to become established in Plaintiff’s room of
27 the Airbnb; and (2) did not ensure that the bedding in Plaintiff’s room was free from bedbugs.
28 Accordingly, Defendants’, and DOES 1 through 20, actions were negligent as a matter of law.

1 51. The injuries suffered by Plaintiff in this case were occurrences the nature of which
2 the state statutes and regulations were designed to prevent and Plaintiff is within the class of
3 persons whom such statutes and regulations are intended to protect.

4 52. At all times relevant hereto, Defendants, and DOES 1 through 20, owed a duty to
5 Plaintiff to act reasonably so as not to cause Plaintiff to suffer unreasonable mental suffering.
6 Said Defendants, and DOES 1 through 20, breached this duty by causing foreseeable and
7 unreasonable distress to Plaintiff.

8 53. As a direct and proximate result of Defendants', and DOES 1 through 20, herein
9 alleged conduct, Plaintiff suffered and continues to suffer extreme and severe embarrassment,
10 annoyance, discomfort, pain, apprehension, tension, anxiety, and emotional distress.

11 54. Defendants, and DOES 1 through 20, authorized or ratified the conduct of the
12 Airbnb employees by: (1) not terminating such employees responsible for Plaintiff's injuries; (2)
13 not training or retraining such employees regarding *Cimex lectularius* ("bedbug") infestations; (3)
14 turning a blind eye to previous complaints and not terminating management who has inadequately
15 protected guests against bedbug infestations at the subject Airbnb; (4) allowing and tolerating a
16 common practice and culture of extreme indifference by employees who do not change the bed
17 skirts regularly or who do not properly inspect and ensure that the bed skirts are free from bedbug
18 infestations; (5) not implementing adequate policies and procedures prior to Plaintiff's injuries to
19 prevent *Cimex lectularius* infestations; and (6) not implementing any new policies and procedures
20 after Plaintiff's injuries to prevent any further *Cimex lectularius* infestations.

21 55. As a direct and proximate result of these breaches of duty by Defendants', and
22 DOES 1 through 20, Plaintiff continues to suffer physical and psychological injury, and suffered
23 medical expenses for her physical and psychological injuries specifically alleged above, loss of
24 and damage to personal property, and other expenses, all to Plaintiff's damage in an amount to be
25 shown according to proof and within the jurisdiction of the Court.

26 56. As a direct, legal and proximate result of these breaches of duty by Defendants, and
27 DOES 1 through 20, Plaintiff was compelled to and did employ the services of hospitals,
28 physicians and surgeons, nurses, and the like, to care for and treat Plaintiff's injuries, and did incur

1 hospital, medical, professional and incidental expenses, and Plaintiff is informed and believes, and
2 thereon alleges, that she will necessarily by reason of her injuries, incur additional like expenses
3 for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown
4 according to proof.

5 57. Plaintiff is informed and believes, and thereon alleges, that the aforesaid conduct of
6 Defendants, and DOES 1 through 20, was carried out with a willful and conscious disregard of
7 Plaintiff's right to be free from such tortious behavior, such as to constitute oppression, fraud or
8 malice pursuant to California Civil Code Section 3294, and that an officer, director, or managing
9 agent of Defendants, and DOES 1 through 20, authorized or ratified the wrongful acts of the
10 employees of Defendants, and DOES 1 through 20, entitling Plaintiff to punitive damages in an
11 amount appropriate to punish and set an example of Defendants, and DOES 1 through 20.

12 **THIRD CAUSE OF ACTION**

13 **By Plaintiff Against All Defendants, and Does 1-20, Inclusive**

14 **(Intentional Infliction of Emotional Distress)**

15 58. Plaintiff re-alleges and incorporate by reference the allegations contained in
16 paragraphs 1 to 57 of the Complaint as though fully set forth herein.

17 59. The actions of Defendants, and DOES 1 through 20, were intentional, extreme, and
18 outrageous—namely, because of the following egregious and reckless conduct: (1) Defendants',
19 and DOES 1 through 20, willful disregard of a *Cimex lectularius* infestation that was either known
20 or should have been known from prior infestations in the Airbnb and Plaintiff's room; (2)
21 Defendants', and DOES 1 through 20, deliberate and reckless choice to abstain from notifying
22 Plaintiff of a known presence of *Cimex lectularius* in Plaintiff's room, prior to Plaintiff's arrival;
23 (3) Defendants', and DOES 1 through 20, deliberate choice not to eradicate a bedbug infestation
24 in Plaintiff's room, which was already known to Defendants, and DOES 1 through 20; (4)
25 Defendants', and DOES 1 through 20, deliberate and reckless choice not to require housekeeping
26 staff to change the bed skirts regularly or not to inspect and ensure that the bed skirts are free from
27 a *Cimex lectularius* infestation immediately prior to Plaintiff's stay; (5) Defendants', and DOES 1
28 through 20, deliberate and reckless choice not to inspect or ensure that Plaintiff's room was free of

1 *Cimex lectularius* immediately prior to Plaintiff's stay, willfully disregarding knowledge of the
2 prior bedbug infestation in Plaintiff's room; (6) Defendants', and DOES 1 through 20, routine
3 practice of showing extreme indifference to the danger of bedbug infestations; (7) Defendants',
4 and DOES 1 through 20, failure to have adequate policies and procedures to properly train
5 employees of hotels and other public establishments such as Airbnb to inspect rooms for bedbug
6 infestations and to adequately protect such guests from an exposure to bedbug infestations; and (8)
7 Defendants', and DOES 1 through 20, failure to implement any new policies and procedures after
8 Plaintiff's injuries to prevent any further *Cimex lectularius* infestations in her Airbnb, which again
9 exemplifies their extreme indifference to the rights of her guests and the value of the human life.

10 60. Defendants', and DOES 1 through 20, actions were done with the intent to cause
11 serious emotional distress or with reckless disregard of the probability of causing Plaintiff serious
12 emotional distress.

13 61. Defendants, and DOES 1 through 20, authorized or ratified the conduct of the
14 Airbnb employees by: (1) not terminating such employees responsible for Plaintiff's injuries; (2)
15 not training or retraining such employees regarding *Cimex lectularius* ("bedbug") infestations; (3)
16 turning a blind eye to previous complaints and not terminating management who has inadequately
17 protected guests against bedbug infestations at the subject Airbnb; (4) allowing and tolerating a
18 common practice and culture of extreme indifference by employees who do not change the bed
19 skirts regularly or who do not properly inspect and ensure that the bed skirts are free from bedbug
20 infestations; (5) not implementing adequate policies and procedures prior to Plaintiff's injuries to
21 prevent *Cimex lectularius* infestations; and (6) not implementing any new policies and procedures
22 after Plaintiff's injuries to prevent any further *Cimex lectularius* infestations.

23 62. As a direct, legal and proximate result of the actions of Defendants, and DOES 1
24 through 20, Plaintiff suffered severe emotional distress that has caused Plaintiff to sustain severe,
25 serious and permanent injuries to her person, all to Plaintiff's damage in a sum to be shown
26 according to proof and within the jurisdiction of the Superior Court.

27 63. As a direct, legal and proximate result of the aforesaid actions of Defendants, and
28 DOES 1 through 20, Plaintiff was compelled to and did employ the services of hospitals,

1 physicians and surgeons, nurses, and the like, to care for and treat her injuries, and did incur
2 hospital, medical, professional and incidental expenses, and Plaintiff is informed and believes, and
3 upon such information and belief allege, that she will necessarily by reason of her injuries, incur
4 additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a
5 sum to be shown according to proof.

6 64. Plaintiff is informed and believes, and thereon alleges, that the aforesaid conduct of
7 Defendants, and DOES 1 through 20, was carried out with a willful and conscious disregard of
8 Plaintiff's right to be free from such tortious behavior, such as to constitute oppression, fraud or
9 malice pursuant to California Civil Code Section 3294, and that an officer, director, or managing
10 agent of Defendants, and DOES 1 through 20, authorized or ratified the wrongful acts of the
11 employees of Defendants, and DOES 1 through 20, entitling Plaintiff to punitive damages in an
12 amount appropriate to punish and set an example of Defendants, and DOES 1 through 20.

13 **FOURTH CAUSE OF ACTION**

14 **By Plaintiff Against All Defendants, and Does 1-20, Inclusive**

15 **(Fraudulent Concealment)**

16 65. Plaintiff re-alleges and incorporate by reference the allegations contained in
17 paragraphs 1 to 64 of the Complaint as though fully set forth herein.

18 66. At all times relevant hereto, Defendants, and DOES 1 through 20, through their
19 employees and agents, were aware of substandard health conditions in the Airbnb with the
20 existence of insects, specifically a *Cimex lectularius* infestation present in the room Defendants,
21 and DOES 1 through 20, assigned to Plaintiff, and which therefore posed a danger to Plaintiff's
22 physical health and well-being.

23 67. Defendants', and DOES 1 through 20, knowledge of the Airbnb's infestation
24 problem, which was specifically in Plaintiff's room, is reflective of the pattern and culture of
25 extreme indifference and reckless disregard for the value of human life and prevention of such
26 infestations at the Airbnb.

27 68. At all times relevant hereto, Plaintiff placed her trust and confidence in the
28 Defendants, and DOES 1 through 20, that she would not be assigned a room that posed a danger to

1 her physical health and well-being. In fact, Plaintiff thought she would be placed in a safe and
2 clean room as reasonable persons would expect that rooms in an Airbnb are clean and
3 comfortable. This placed Defendants, and DOES 1 through 20, in a position of influence over
4 Plaintiff.

5 69. Defendants, and DOES 1 through 20, and her employees and agents intentionally
6 failed to disclose the material fact of the *Cimex lectularius* infestation, a fact known to the
7 Defendants, and DOES 1 through 20, and which Defendants, and DOES 1 through 20, knew
8 Plaintiff would not discover on her own prior to renting the Airbnb room.

9 70. Plaintiff did not know, and did not have any way of knowing, of the concealed fact
10 of the bedbug infestation prior to renting the Airbnb room.

11 71. Defendants, and DOES 1 through 20, intended to deceive Plaintiff and take
12 advantage of Plaintiff's lack of knowledge of the infestation in order to turn a profit on a night's
13 stay at her Airbnb, and intended to deceive Plaintiff by concealing the fact of the *Cimex*
14 *lectularius* infestation.

15 72. Plaintiff reasonably relied on Defendants', and DOES 1 through 20, deception.

16 73. Plaintiff was harmed in the form of severe physical and emotional injuries.

17 74. Defendants', and DOES 1 through 20, concealment was a substantial factor in
18 causing such harm.

19 75. Defendants, and DOES 1 through 20, authorized or ratified the conduct of the
20 Airbnb employees by: (1) not terminating such employees responsible for Plaintiff's injuries; (2)
21 not training or retraining such employees regarding *Cimex lectularius* ("bedbug") infestations; (3)
22 turning a blind eye to previous complaints and not terminating management who has inadequately
23 protected guests against bedbug infestations at the subject Airbnb; (4) allowing and tolerating a
24 common practice and culture of extreme indifference by employees who do not change the bed
25 skirts regularly or who do not properly inspect and ensure that the bed skirts are free from bedbug
26 infestations; (5) not implementing adequate policies and procedures prior to Plaintiff's injuries to
27 prevent *Cimex lectularius* infestations; and (6) not implementing any new policies and procedures
28 after Plaintiff's injuries to prevent any further *Cimex lectularius* infestations.

1 room, constitutes a nuisance within, but not limited to the meaning of Civil Code Section 3479
2 and California Health & Safety Code Section 17920.3, in that said infestation was injurious to the
3 health and safety of Plaintiffs, indecent and offensive to the senses of Plaintiffs, and interfered
4 substantially with Plaintiffs' comfortable enjoyment of their Airbnb room.

5 82. Such nuisance has caused, and will continue to cause in the future, Plaintiffs to
6 suffer general and special damages.

7 83. Defendants, and DOES 1 through 20, failed to adequately abate the nuisance as
8 required by law. As a direct and proximate result thereof, Plaintiffs have sustained general
9 damages, special damages, and property damage in amounts to be determined at trial.

10 **SIXTH CAUSE OF ACTION**

11 **By All Plaintiffs Against All Defendants, and Does 1-20, Inclusive**

12 **(Public Nuisance)**

13 84. Plaintiff re-alleges and incorporate by reference the allegations contained in
14 paragraphs 1 to 83 of the Complaint as though fully set forth herein.

15 85. Pursuant to Civil Code Section 3501, Plaintiff brings this civil action for public
16 nuisance.

17 86. The *Cimex lectularius* infestation that Defendants, and DOES 1 through 20,
18 negligently and intentionally caused to exist in her Airbnb constitutes a nuisance within, but not
19 limited to the meaning of Civil Code Section 3479 and California Health & Safety Code Section
20 17920.3, in that said infestation was injurious to the health and safety of Plaintiff, indecent and
21 offensive to the senses of Plaintiff, and interfered substantially with Plaintiff's comfortable
22 enjoyment of the Airbnb premises.

23 87. This *Cimex lectularius* infestation affects the community at large.

24 88. Plaintiffs' use and enjoyment of their room was greatly affected, which is separate
25 from the harm suffered by the general public.

26 89. Such nuisance has caused, and will continue to cause in the future, Plaintiff to
27 suffer general and special damages.

28 90. Defendants, and DOES 1 through 20, failed to adequately abate the nuisance as

1 required by law. As a direct and proximate result thereof, Plaintiff has sustained general damages,
2 special damages, and property damage in amounts to be determined at trial.

3 **VI. DEMAND FOR JURY TRIAL**

4 Plaintiff hereby demands a jury trial on all issues so triable.


5 **VII. PRAYER FOR RELIEF**

6 **WHEREFORE**, Plaintiff prays for judgment against the Defendants, and DOES 1 through
7 20, and each of them, on all causes of action as follows:

- 8 1. For general and specific damages in an amount to be determined at trial;
- 9 2. For punitive damages in an amount to be determined at trial;
- 10 3. For costs of this action, including attorneys' fees;
- 11 4. For prejudgment interest at the legal rate according to proof;
- 12 5. For such other and further relief as the Court deems just and proper.

13
14 Dated: August 4, 2019

Respectfully submitted,
LAW OFFICES OF ILAN N. ROSEN JANFAZA, A.P.C.

15
16
17 By: 
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