

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

KAREN T. LEFEVER

Plaintiffs

v.

**AIRBNB, INC.; CARLOS M. GARCÍA
GOYCO, RINA BIAGGI GARCÍA AND
THE CONJUGAL PARTNERSHIP
CONSTITUTED BETWEEN THEM; A,
B, C CORPORATIONS; X, Y, Z
INSURANCE COMPANIES; JOHN AND
JANE DOE.**

Defendants

CIVIL NO.

Plaintiffs demand Trial by Jury

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the plaintiff, Karen T. LeFever, and before this Honorable Court respectfully allege and pray:

I. THE PARTIES

1. Plaintiff, Karen T. LeFever is of legal age, single and domiciled in the State of Florida. Her address is: 934 North University Drive, #112, Coral Springs, Fl 33071.

2. Codefendant, Airbnb, Inc. (“Airbnb”) is a Delaware corporation that manages and operates an online marketplace for hospitality services. Airbnb offers lodging, homestays, and tourism services via websites and mobile applications. Airbnb serves clients worldwide, including Quinta Biaggi EcoRetreat, located in Canóvanas, Puerto Rico. Their corporate office address is: 888 Brannan Street, San Francisco, CA 94103.

3. Codefendants, Carlos M. García Goyco, Rina Biaggi García and the Conjugal Partnership constituted by them (“Quinta Biaggi”) by information and belief, are the owners of the guest house

property named Quinta Biaggi EcoRetreat (“Guesthouse”), where the accident mentioned in this complaint took place. At all times prior and after the occurrence of the accident, Quinta Biaggi had the duty to ensure its premises were safe for guests like Plaintiff.

4. John & Jane Doe are the fictitious names used to denominate individuals that, together with the above-named defendants, may also be jointly responsible to the plaintiffs for the accident as described in the present complaint. Once their identity is made known by the defendants, they may be properly named and included as additional defendants in this complaint.

5. Codefendants, A, B, C CORPORATION, upon information and belief, are the fictitious names used to denominate other companies that, together with the above-named defendants, may also be jointly responsible to the plaintiffs for the accident as described in the present complaint. Once their identity is made known by the defendants, they may be properly named and included as additional defendants in this complaint.

6. Codefendants, X, Y and Z Insurance Companies are the fictitious names used to denominate insurance companies that may have issued liability insurance policies providing coverage for one or more of the defendants for the accident below mentioned. Once said insurance companies are identified, the complaint will be amended in order to properly name said insurance companies in this complaint.

7. All defendants, at the time of the accident below mentioned, were either the administrators, manager(s), landowner(s), owners, tenants, designers, contractors, operators and/or responsible parties for the guest house premises, and are thus jointly responsible for the accident suffered by the Plaintiff as further described in the present complaint.

8. All previous defendants are thus jointly liable to the Plaintiff for the accident below mentioned.

II. JURISDICTION

9. This Honorable Court has subject matter jurisdiction to entertain the instant case pursuant to 28 U.S.C. *section 1332* because this is a case or controversy between citizens of different states and the amount in controversy is in excess of seventy five thousand dollars (\$75,000.00), exclusive of interest and costs.

III. TOLLING OF THE STATUE OF LIMITATIONS

10. The accident that gives rise to the present complaint occurred on February 16, 2019, in Canóvanas, Puerto Rico. Pursuant to Articles 1802 and 1803 of the Civil Code of Puerto Rico, 31 L.P.R.A. § 5141 and § 5142, and Article 1868 of the Civil Code of Puerto Rico, 31 L.P.R.A. § 5298, at the time of filing the present complaint, the statute of limitations of one (1) year has not elapsed.

IV. THE FACTS, LIABILITY AND THE DAMAGES

11. Plaintiff, Ms. LeFever, was a guest at the Quinta Biaggi EcoRetreat guesthouse located in Canóvanas, Puerto Rico.

12. On February 16, 2019, Plaintiff was walking through the Guesthouse premises when suddenly, without warning, she stepped on a patch of unmarked wet soil (“pothole”), causing her left foot to stick deep into the mud and as a result fractured her left ankle.

13. Plaintiff suffered severe damages and trauma mainly to the left side of her leg, to include a displaced bimalleolar fracture dislocation, long and painful recovery, and intense pain and mental anguish.

14. After the fall, Plaintiff was taken by ambulance to the HIMA San Pablo Hospital at Fajardo where she received emergency medical assistance.

15. Because of the pain and extent of her damages, Plaintiff had to return home to continue medical treatment, which required a left ankle bimalleolar fracture open reduction and internal fixation, fibular plating, cannulated screws on the medial malleolus and syndesmotic repair.

16. As a result of the accident, Plaintiff has been subjected to at least three (3) surgeries to

install and remove hardware from her foot and leg.

17. As a result of the accident, Plaintiff had her left leg immobilized for a prolonged period.

18. In addition to the above medical conditions and multiple surgeries, to this date Plaintiff still suffers pain and mental anguish. Plaintiff also has multiple scars in her left foot and leg.

19. At the time of the accident, the Guesthouse was owned by codefendants Carlos M. García Goyco, Rina Biaggi García and the Conjugal Partnership constituted by them.

20. At the time of the accident, the Guesthouse was rented through the Airbnb hospitality services.

21. One or more of the codefendants had knowledge of the dangerous condition in the Guesthouse premises.

22. Codefendants failed to ensure that the Guesthouse premises, which were advertised as Eco-friendly, were safe and free of any hazards for its guests.

23. Codefendants failed to ensure the Guesthouse premises were free of any dangerous condition and by not ensuring that the Guesthouse premises were properly marked.

24. Codefendants failed to properly maintain the Guesthouse premises and to monitor safety issues. They were lax and careless in allowing unmarked potholes covered in grass in the Guesthouse premises which contributed to the accident suffered by Plaintiff.

25. Because of the accident, Plaintiff has suffered permanent injuries and had to endure a very prolonged and painful recovery period.

26. The accident would not have happened if not for the combined negligence of the defendants.

27. Defendants created and maintained the dangerous condition where the accident happened.

28. Defendants did not ensure that the Guesthouse premises where guests traversed were free of potholes.

29. Defendants did not ensure that the Guesthouse premises where guests traversed were well marked and monitored for safety issues, so that Guesthouse patrons like Plaintiff did not encounter safety issues.

30. Defendants should have foreseen that allowing unmarked potholes in the Guesthouse premises was an unnecessary safety hazard. Yet all defendants failed to act, warn its guests or correct the safety issue.

31. As owners, users, tenants, operators, and/or administrators and/or agents, all the defendants had the exclusive control of the Guesthouse premises, to include the area where the accident occurred. With their lack of foreseeability and remedial actions, and by allowing potholes, they created an obstacle and a hazard for unsuspecting guesthouse guests.

32. Pursuant to Puerto Rico law, all defendants are jointly liable for the accident and the payment of all damages suffered by the plaintiff.

33. As a result of the accident Plaintiff had to endure a very prolonged and painful recovery period. She now has permanent injuries and has been surgically intervened in various occasions to treat her injury. She no longer enjoys various activities and pleasures of life. The defendants are responsible for the occurrence of the accident suffered by Plaintiff and its terrible and long-lasting consequences.

34. As a result of the accident Plaintiff has had to incur and are still incurring in unwanted expenses reasonably estimated in excess of \$10,000.00, a sum that the defendants owe the Plaintiff.

35. Because of the injuries sustained in the accident, Plaintiff has a permanent disability, she still suffers from pain and discomfort and is in constant pain. She suffers from mental anguish.

36. Her day to day efficiency has decreased dramatically. She now has difficulty doing work, personal and house chores, she can't sleep well, suffers from pain in multiple parts of his body, and mental anguish.

37. The value of Plaintiff's damages, to include pain, suffering and mental anguish due to the

combined negligence of the defendants is estimated in excess of **FIVE HUNDRED THOUSAND US DOLLARS (\$500,000.00)**, a sum that the defendants owe the Plaintiffs.

38. Pursuant to Puerto Rico Law, and in particular, Article 20.010 of the Insurance Code of Puerto Rico, 26 L.P.R.A. § 2001, all Insurance Companies that have issued liability insurance policy coverage for the defendants are jointly and/or severally liable for the accident and the payment of all damages suffered by the plaintiffs.

39. Plaintiffs demand trial by jury.

WHEREFORE, Plaintiffs pray that this action be tried by a jury and after trial, that judgment be entered against the defendants in amounts not less than as specified in this complaint, with the imposition of costs and reasonable attorney fees in favor of the Plaintiffs.

RESPECTFULLY SUBMITTED.

In San Juan, Puerto Rico, this 12 day of February, 2020.

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