



**NAILAH K. BYRD**  
**CUYAHOGA COUNTY CLERK OF COURTS**  
1200 Ontario Street  
Cleveland, Ohio 44113

**Court of Common Pleas**

**New Case Electronically Filed: COMPLAINT**  
**September 1, 2020 08:50**

By: MICHAEL EISNER 0065593

Confirmation Nbr. 2062706

AMBER V. SEWARD

CV 20 936679

vs.

AIRBNB INC., ET AL.

**Judge: WILLIAM T. MCGINTY**

**Pages Filed: 7**

IN THE COURT OF COMMON PLEAS  
CUYAHOGA COUNTY, OHIO

AMBER V. SEWARD  
1089 Washington Street  
Spencerport, NY 14559

Plaintiff,

v.

AIRBNB INC.  
c/o The Prentice-Hall Corporation System  
251 Little Falls Drive  
Wilmington, DE 19808

and

AIRBNB PAYMENTS INC.  
c/o Corporation Service Company  
50 West Broad Street  
Suite 1330  
Columbus, OH 43215

and

HELEN BROWN  
8112 South Honeytown Road  
Fredericksburg, OH 44627

and

LOIS BROWN  
4888 Graber Road  
Fredericksburg, OH 44627

and

GEORGE BROWN FAMILY FARM LLC., DBA  
HONEYTOWN HOMESTEAD

) CASE NO:

) JUDGE

) **COMPLAINT FOR MONEY AND**  
) **PUNITIVE DAMAGES**

1446 Beechdale Drive )  
Mansfield, OH 44907 )  
) )  
and )  
) )  
JOHN DOES 1 THROUGH 5, )  
INCLUSIVE, DEFENDANTS WHOSE NAMES ARE )  
UNKNOWN TO THE PLAINTIFFS AT THIS TIME )  
) )  
Defendants.

COUNT I

1. At all times relevant hereto, Defendants John Does 1 through 10, inclusive, are persons, and/or entities, including but not limited to, employees, agents, and/or representatives who, while in the course and scope of their employment with the named Defendants herein, owned, controlled, and/or maintained a lot, buildings, business, and/or premises located at 8112 South Honeytown Road, in the City of Fredericksburg, Wayne County, Ohio (hereinafter referred to as "the property"), on the date mentioned herein, and whose names and addresses the Plaintiff does not know and has been unable to presently ascertain. Defendants John Does 1 through 10, inclusive, presently unidentified, will in no way be prejudiced in the maintenance of their defense on the merits within the meaning of Rule 15(D) of the Ohio Rules of Civil Procedure because of their constructive or actual notice of the institution of this case. Except for the inability of the Plaintiff to discover the names of Defendants John Does 1 through 10, inclusive, this action would be brought against them in their proper, true and exact names and capacities, and said information will be provided by the Plaintiff when such information becomes fully known to the Plaintiff.

2. Defendant AirBnb Inc. lists and rents in excess of 575 properties in Cuyahoga County, and pays a 5.5% occupancy tax for all rented listings in Cuyahoga County, Ohio.

3. At all times relevant herein, Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10 inclusive, were the owners of the property and/or owners of the building, or were otherwise responsible for the operation of the business and maintenance of the property located at 8112 South Honeytown Road, in the City of Fredericksburg, Ohio, on the date mentioned herein.

Defendant AirBnB Payments Inc. is a corporation who was the agent of AirBnb Inc., and/or assisted in the sales and operation of the property.

4. At all times relevant herein, Defendants had actual and/or constructive knowledge of hazardous conditions to the property located at 8112 South Honeytown Road, in the City of Fredericksburg, Ohio.

5. Despite notice of the hazard, Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10 inclusive, rented the property to Plaintiff's mother, and failed to warn Plaintiff, her mother, or any other person authorized to occupy the premises of the hazard to the property, and failed to repair or otherwise eliminate the hazards.

6. As a direct and proximate result of Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10, failure to warn or eliminate the hazard, Amber Seward fell down the stairs to the basement of the property, shattering her skull and suffering a severe traumatic brain injury and other injuries. Plaintiff Amber Seward's injuries and harm are permanent.

COUNT II

7. Plaintiff reavers and realleges each and every allegation in Paragraphs 1 through 6, as if fully rewritten herein.

8. Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10 had control of and/or were responsible for the safety and maintenance of the aforementioned premises. Further, Defendant's agents, employees and/or representatives, who were acting within the course and scope of their employment with Defendants, were acting under an agreement, arrangement and/or relationship known only by them at this time.

9. On or about September 15, 2018, Plaintiff Amber V. Seward was attempting to open the door leading to the basement, although she believed the door to be to the first-floor bathroom. The basement door and stairwell were defective in nature, and said defects directly and proximately caused Plaintiff Amber V. Seward to tumble down the stairs, shatter her skull, and suffer a severe traumatic brain injury. Defendants further failed to keep the property in a fit and habitable condition and/or failed to comply with required building codes.

10. Plaintiff Amber V. Seward states that the Defendants acted negligently, recklessly, willfully, and/or wantonly in permitting the rental of a hazardous property, and failed to properly inspect the property, which hereby caused Plaintiff Amber V. Seward to fall and suffer severe and permanent injuries. Defendants also failed to warn invitees and the general public of the aforesaid dangerous condition.

11. Plaintiff Amber V. Seward further states that Defendants acted negligently, recklessly, willfully, and/or wantonly in creating and/or maintained a nuisance and/or hazard by allowing a dangerous condition to exist with total disregard to invitees and the general public lawfully using the aforesaid property, and particularly to Plaintiff Amber V. Seward who had a right to expect Defendants to exercise reasonable care in their maintenance and/or control of the aforesaid premises.

12. Plaintiff further states Defendants acted negligently, recklessly, willfully, and/or wantonly in misrepresenting the nature and condition of the properties which they rent to the public.

13. Plaintiff further states Defendants were in violation of O.R.C. ' 5321.04. O.R.C. ' 5321.04 provides that a landlord has a duty to comply with all building and housing codes, to make all repairs, to keep the premises in a fit and habitable condition, and to keep the common areas safe.

14. Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10, rented the property and home for Plaintiffs' without fully complying with the applicable building codes, including, but not limited to codes, requiring the basement door to not open inward and overhang the stairwell, and requiring the placement of a handrail.

15. As a direct and proximate result of the negligent, reckless, willful, and/or wanton misconduct of the Defendants and/or the statutory violations by Defendants, in their maintenance, care and/or control of the aforementioned area and/or in creating and/or maintaining a nuisance, Plaintiff Amber V. Seward was caused to suffer severe and permanent

injuries, suffered great pain of body and mind, a loss of enjoyment of life, suffered mental anguish, required medical care and treatment in the past, and will continue to suffer said losses in the future all to her expense and obligation.

COUNT III

16. Plaintiff reavers and realleges each and every allegation in Paragraphs 1 through 15 as if fully rewritten herein.

17. Plaintiff further states that Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10, warranted the property to be in good repair and safe for occupancy in their advertisement of the property and building for rental.

18. At all times relevant herein, Defendants AirBnb Inc., AirBnB Payments Inc., Helen Brown, Lois Brown, George Brown Family Farm, LLC., and/or John Does 1 through 10, breached these warranties by not providing a residence in good repair and fit for occupancy

19. Plaintiff relied upon these warranties, both express and implied, when deciding to rent the property through Defendant AirBnB Inc.

20. As a direct and proximate result of the breach of the aforementioned warranties Plaintiff Amber V. Seward was caused to suffer severe and permanent injuries, suffered great pain of body and mind, a loss of enjoyment of life, suffered mental anguish, required medical care and treatment in the past, and will continue to suffer said losses in the future all to her expense and obligation.

COUNT IV

21. Plaintiff reavers and realleges each and every allegation in Paragraphs 1 through 20 as if fully rewritten herein.

22. Defendants' conduct as set forth above demonstrates a conscious disregard for Plaintiff Amber V. Seward's rights and safety, with a great probability of causing substantial harm.

23. As a direct and proximate result of Defendants' conscious disregard, Plaintiff Amber V. Seward suffered injuries thereby entitling her to an award of punitive damages.

WHEREFORE, Plaintiff Amber V. Seward demands judgment against the Defendants, jointly and severally in an amount exceeding Twenty-Five Thousand Dollars (\$25,000.00), together with interest, and costs of this action, and for punitive damages.

Respectfully Submitted,

*/s/ Michael L. Eisner*

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