N° RG 23/00213 CANCEL AND REPLACE

Paris Judicial Court

4th CIVIL CHAMBER 1ist Section

THE YEAR TWO THOUSAND TWENTY FOUR AND THE

SUMMONS FOR FORCED INTERVENTION WITH DENUNCIATION AND REQUEST FOR JOINDER

FOR REQUEST OF

Madame Nooshkin RAZZAGHI KHAMSI GALE
French nationality
owner
born 01/15/1960 in Tehran (Iran)
residing at 10 avenue Champaubert
75015 PARIS

having as lawyer Maître Xavier de LIPSKI
Lawyer at the Meaux Bar
Residing at 25 boulevard Jean Rose
77100 Meaux (France)
Tap 49
Which s constituted on the present and its consequences

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Tel 06 82 35 92 67 Tel. 01 60 44 21 34

I HAVE THE UNDERSIGNED BAILIFF

Assignation d'Airbnb Ireland UC du 28 février 2024 (RG 24/05337). L'assignation a été signifiée par Me de Lipski, mais n'a pas été placée au greffe et a été remise au juge seulement le jour de l'audience. L'ordonnance du 11 juin 2024 constate cette situation et refuse la jonction, Airbnb France soutenant alors que les deux sociétés étaient distinctes.
Deux ans plus tard, dans la procédure concernant Airbnb Ireland, l'ordonnance du 13 mai 2026 désigne pourtant Airbnb France comme défenderesse, alors que cette société n'avait jamais été assignée dans cette procédure et que Mme Devillers avait elle-même constaté, dans l'autre procédure, l'extinction de l'instance la concernant.
C'est précisément cette contradiction entre les deux procédures qu'il appartient au juge d'expliquer.

AIRBNB IRELAND UC (private unlimited company)
8 Hanover Quay
9136 Dublin 2 D02 DP23
IRELAND

Where being and speaking to:

TO HAVE TO APPEAR:
Before the Judicial Court of PARIS 4th CIVIL CHAMBER 1st Section, sitting in the ordinary hearing room at the PARIS Courthouse Courtyard 75017
AT THE HEARING ON TUESDAY 05/07/2024 AT 1:45 p.m.
OF THE PARIS JUDICIAL TRIBUNAL 4th CIVIL CHAMBER 1st Section AT THE PARIS COURT PALACE FOREIGN TRIBUNAL 75017 PARIS
AND INFORMS HIM:

That within fifteen days, from the date of this act, in accordance with articles 54, 752 5, 763 of the code of civil procedure. She is required to constitute a lawyer to be represented before this court.

That the State, departments, regions, municipalities and public establishments may be represented or assisted by a civil servant or agent of their administration.

Failing that, he or she (they) expose themselves to a judgment being rendered against them solely on the elements provided by their opponent(s).

The documents on which the request is based are indicated and attached at the end of the document according to
slip.

The obligation to attempt an amicable resolution provided for in Article 750-1 of the Code of Civil Procedure has been satisfied as demonstrated in the chapter "Recall of the facts".

The defendant is also reminded of the following articles reproduced below:

Article 641 of the code of civil procedure:
"When a deadline is expressed in days, that of the act, of. the event, the decision or the notification which gives rise to it, does not count.
When a deadline is expressed in months or years, this deadline expires on the day of the last month or year which has the same date as the day of the act, event, decision or notification. which causes the deadline to run. In the absence of an identical date, the deadline expires on the last day of the month.
When a deadline is expressed in months and days, the months are counted first then the days."

Article 642 of the Code of Civil Procedure: "Any time limit expires on the last day at twenty-four hours,
The time limit which normally expires on a Saturday, a Sunday or a public or non-working holiday is extended until the first following working day."

Article 642-1 of the code of civil procedure:
"Provisions 640 to 642 are also applicable to the deadlines within which registrations and other advertising formalities must be carried out."

Article 643 of the Code of Civil Procedure:
"When the request is brought before a court which has its seat in mainland France, the time limits for appearance, appeal, opposition, appeal in. review and cassation appeal are increased by:
1°- one month for people who live in an overseas department or in an overseas territory:
2°- two months for those who live abroad
OR

Article 644 of the code of civil procedure:
"When the request is brought before a court which has its seat in Guadeloupe, Guyana, Martinique, Reunion, Mayotte, Saint-Barthélemy, (Saint-Martin, Saint-Pierre-et-Miquelon and in the Wallis and Futuna Islands, the times limits for appearance of appeal, opposition of third party opposition in the hypothesis provided for in article 586 paragraph 3, and appeal for review are increased by one month for persans who do not remain flot in A territorial collectivity in the jurisdiction of which the jurisdiction has its seat and two months for persons who remain abroad, Finally, the defendants are informed in application of articles 56 and 752 of the Code of Civil Procedure:
That, the applicant does not consent to the procedure taking place without a hearing in application of article L. 212-5-1 of the Judicial 0rganization Code.
That the documents on which the request is basecl are indicated et the end of the document according to the scheclule of documents communicated.

AND ANNEXED DENOUNCEMENT AT THE HEAD OF THE PRESENT TO

AIRBNB IRELAND LIC (private unlimited compense)
8 Hanover Quay
99138 Dublin 2 002 DP23
IRELAND

-the summons for forced intervention with denunciation to the company AIRBNB Ireland and request for joinder (which cancel and replace the summons for forced intervention with denunciation transmitted the 12/26/2023 to be served) with the current proceedings No. RG 23/00213 before this Court in English

-the summons served on December 30, 2022 at the request of Mes. Nooshkin RAZZAGHI GALE to the company AIRBNB France No. RG 23/00213

-the conclusions of incidents No. 1 and No. 2 of the company AIRBNB France notified by RPVA

-the conclusions in defense on the incident of Mrs. GALE notified by RPVA in French
- the defense conclusions on the incident of Mrs. GALE in English
- the conclusions in defense on incident No. 2 (which cancel and replace the conclusions in defense on incident No. 2 No. 3 No. 4) of Mrs. GALE notified by RPVA in French
- the conclusions in defense on incident No. 2 (which cancel and replace the conclusions in defense on incident No. 2 No. 3 No. 4) of Mrs. GALE in English

OBJECT OF THE REQUEST

As a result of the incident and Airbnb's negligent behavior, the Plaintiff suffered extreme monetary losses for repairs to his family home and rental income, emotional, physical and mental agony. This situation caused very significant financial damage to Mrs. Nooshkin RAZZAGHI KHAMSI divorced GALE as well as very heavy moral damage.

Stemming from article 4 of decree no. 2019-1333 of December 11, 2019, article 750-1 of the Code of Civil Procedure provides that, before the Judicial Court, "under penalty of inadmissibility the judge may order office, the legal request must be preceded, at the choice of the parties, by an attempt at conciliation carried out by a court conciliator, by an attempt at mediation or by an attempt at a participatory procedure, when it aims at the payment of a sum not exceeding 5,000 euros or when it relates to one of the actions mentioned in articles R. 211-3-4 and R. 211-3-8 of the judicial organization code. »

It appears from this provision that for a certain number of disputes, the parties have the obligation to resort to an amicable dispute resolution method.
Are targeted:

Requests for payment of a sum less than 5,000 euros

Requests relating to a neighborhood conflict (actions referred to in articles R. 211-3-4 and R. 211-3-8 of the COJ)

In application of article 750-1 of the Code of Civil Procedure, prior to referral to the Court, Mrs. Nooshkin RAZZAGHI KHAMSI divorced GALE attempted to settle the dispute amicably with the company AIRBNB, but this attempt never yielded No result.

Since the incident, the plaintiff has attempted to resolve the claim with Airbnb over the incident at his home. But all of his communications via email, phone calls, legal letters, etc. received unreasonable responses as a tactic to block any dispute resolution. Furthermore, the Claimant's offer under the CPR was also refused by Airbnb.

Mr. Clinton, lawyer at the LONDON Bar, continued to comply with Airbnb's incessant requests and did everything to respond to AIRBNB's requests. The situation had become such that it was clear that AIRBNB had no intention of settling the losses.

The applicant has agreed to respond to each request and obligation imposed by Airbnb and its Host Guarantee Program within the allotted time frame. As of March 30, 2021, the plaintiff had to use the legal services of a representative in order for Airbnb to become aware of the said claim. However, Airbnb has implicitly decided to exclude the entire incident, claims and resulting losses without providing any justification.

The Claimant asserts that the incident occurred over eighteen months ago and it is impossible to understand why any organization would delay resolving the claim for such an unexplained long period of time. Since then, the Claimant, even on several requests, has not obtained Airbnb's position on the said claim, and she has no other alternative than to pursue this Claim before the Judicial Court of PARIS.

As a result of the Incident and Airbnb's negligent behavior, the Plaintiff suffered extreme monetary losses for repairs to his family home and rental income, emotional, physical and mental agony

This situation caused very significant financial damage to Mrs. Nooshkin RAZZAGHI KHAMSI divorced GALE as well as very heavy moral damage.

The AIRBNB COMPANY has always refused any amicable conciliation. No amicable approach to the AIRBNB was successful.

Furthermore, the case concerned is not covered by the obligation to resolve the dispute amicably through mediation.
Consequently, Mrs. Nooshkin GALE summoned the company AIRBNB IRELAND before the Paris Judicial Court.

PREAMBLE: ON THE JURISDICTION OF THE FRENCH JURISDICTION AND THE APPLICABLE LAW

ON THE APPLICABLE LAW AND THE JURISDICTION OF THE COURT SEISED

Firstly, article 14 of the Civil Code:

"The foreigner, even not residing in France, may be summoned before the French courts, for the execution of the obligations contracted by him in France with a French person; he may be brought before the courts of France, for the obligations he contracted in a foreign country towards French people. Articles 14 and 15 of the Civil Code firstly grant a privilege of jurisdiction for the benefit of people of French nationality.

Article 15 of the Civil Code states:
"A French person may be brought before a French court for obligations contracted by him in a foreign country, even with a foreigner. »
Thus, if the plaintiff or the defendant is French, jurisdiction is attributed to the French courts. (Cass., 1st civ., Dec. 18, 1990, "Sté Intercomi").

Secondly, this rule applies to all patrimonial and extra-patrimonial actions, both in voluntary and contentious matters (Civ. 1st, May 27, 1970, Weiss c/ Sté Atlantic Électric.).

Thirdly, if the defendant or one of the defendants is domiciled in France, the French courts have jurisdiction to hear an international dispute.

Indeed, article 42 of the Code of Civil Procedure indicates
"The territorially competent jurisdiction is, unless otherwise provided, that of the place where the defendant resides.
If there are several defendants, the plaintiff, at his choice, seizes the jurisdiction of the place where one of them resides. »
In this case, the French courts have jurisdiction to examine the dispute between Mrs. Nooshkin GALE and the company AIRBNB.
Mrs. Nooshkine GALE, of French nationality, is entitled to bring before the French courts the company AIRBNB, whose head office is located in Ireland, for the disaster she suffered in her house in London.
She is also entitled to sue the company AIRBNB FRANCE whose head office is located in France and which is a branch of the parent company AIRBNB based in Ireland for the loss of her house that she suffered in London.
Ms. Nooshkine GALE, of French nationality, and plaintiff, sued the defendant company AIRBNB France, whose head office is in Paris, on December 30, 2022, before the Paris Judicial Court. It is entitled to summon for compulsory intervention the company AIRBNB Ireland, which is the defendant, in the same case and on the same subject of the dispute before the Paris Judicial Court, and whose head office is 8 Hanover Quay 99136 Dublin D02 DP23 Ireland in accordance with article 42 of the Code of Civil Procedure and in accordance with article 14 of the Civil Code
Indeed, there is a direct relationship between AIRBNB France and AirBNB Ireland and therefore by extension between AIRBNB Ireland and the claimant, Ms Gale.
A simple perusal of the AIRBNB website indicates that AIRBNB France and AIRBNB Ireland are part of the same group.

Furthermore, AIRBNB France and AIRBNB Ireland are not only related entities, AIRBNB Ireland is the parent company of AIRBNB France.

It is for these reasons that Mrs. Nooshkin GALE summoned the company AIRBNB France by deed of December 30, 2022, for the purposes of:

"NOTE that Ms. Nooshkin GALE's request is admissible and well-founded JUDGE that the company AIRBNB France committed an error in the execution of the contract entered into with Mrs. Nooshkin GALE

- ORDER the company AIRBNB France to pay the sum of €283,300 to Mrs. Nooshkin GALE for the damage and for the repair of the house at its Pre-Incident stage:

-CONDEMN the company AIRBNB France to pay the sum of €6,000/MONTH to Mrs. Nooshkin GALE for the loss of rental income from JULY 2021 to September 2023:

-CONDEMN the company AIRBNB France to pay the sum of €4,600 to Mrs. Nooshkin RAZZAGHI-KHAMSI for the naming of the origin of the fire and the investigation into the cause by Rappaport Consulting SARL

ORDER the company AIRBNB France to pay the sum of €9,775.00 to Ms. Nooshkin RAZZAGHI-KHAMSI for having lost confirmed reservation income for five months when her Airbnb account was closed:

ORDER the company AIRBNB France to pay the sum of €9,660.00 to Mrs. Nooshkin RAZZAGHI-KHAMSI for two invoices for the purchase of works of art:

ORDER the company AIRBNB France to pay the sum of €57,500 per month to Mrs. Nooshkin RAZZAGHI-KHAMSI since the incident for the emotional and mental disorders she suffered due to the error of this company

CONDEMN the company AIRBNB France to pay the sum of €3,500 to Mrs. Nooshkin RAZZAGHI-KHAMSI in accordance with article 700 of the CPC

ORDER the company AIRBNB France to pay full costs *

CONDEMN the AIRBNB Company for reimbursement of lawyers' fees in London and Paris

DECIDE on the execution of the decision to be taken"

Mrs. Nooshkin GALE based her requests on the provisions of article 1231-1 et seq. of the Civil Code, namely on the rules relating to contractual civil liability.

The Company AIRBNB France addressed to the Paris Judicial Court conclusions on the incident concerning the requests contained in the summons served on December 30, 2022, indicating that there would be no direct relationship between AIRBNB France and AIRBNB Ireland.

It was indicated in the incident conclusions in defense of the conclusions of AIRBNB France that the assertions and observations made by AIRBNB France. in the present case are false, incorrect and vehemently denied.

AIRBNB France comments are a blatant attempt by this company to distance itself from parent company AIRBNB Ireland and were made in an attempt to mislead the Pre-Trial so that this company can obtain a dismissal of this affair.

It is to respond more forcefully to the conclusions of the incident of the company AIRBNB France that Mrs. GALE summoned the AIRBNB company AIRBNB Ireland for forced intervention before the Paris Judicial Court.

ON THE ADMISSIBILITY OF FORCED INTERVENTION AND REQUEST FOR JOINDER

This court is requested to:
-To receive for the proper administration of justice the request for forced intervention and joinder presented by Mrs. Nooshkin RAZZAGHI KHAMSI divorced GALE against: AIRBNB IRELAND UC(private unlimited company)
8 Hanover Quay
9136 Dublin 2 D02 DP23 IRELAND

Ms. GALE, applicant for forced intervention, is a party to the main proceedings. She is a plaintiff in the main proceedings and a defendant in the incident proceedings.

Ms. GALEs request for intervention is related to her original request. In the original request, it is a question of condemning the company AIRBNB France as a subsidiary of the company AIRBNB Ireland for the acts committed by the employees of the company AIRBNB Ireland which resulted in the moral and financial damage of Mrs. GALE. In the request for forced intervention made by Mrs. GALE, it is a question, due to the challenge from AIRBNB France, of incurring the direct responsibility of the company AIRBNB Ireland and having the company AIRBNB Ireland condemned as responsible for the facts that it committed and which resulted in the moral and financial damage of Mrs. GALE.
The intervention is therefore linked to the daims of the parties by a; suffeent link. This condition is met since Mrs. GALE limits herself to supporting her own daims with regard to the company AIRBNB Ireland.

I/ REMINDER OF THE FACTS

Mrs Nooshkin GALE, the Claimant, is the owner of a house located at 67 Stephendale Road Fulham SW62LT - LONDON - which is a three storey family home to current standards, fully equipped with all the necessary amenities and security measures.

AIRBNB, the defendant, is a company founded in 2008 that operates as a leading online market (with a market capitalization of over $65 billion) for travel information, accommodation reservation services and tourist activities (hereinafter referred to as "Airbnb").

The Applicant's family home had been listed on Airbnb since 2019 and was managed via his agent, the Airbnb account of Mr. Valentine Ivan. The bank account associated with the listing was the plaintiff's personal bank account.

The Claimant initiated this claim against Airbnb for its erroneous conduct and atrocious mistreatment of the Claimant and the property following a horrific fire (hereinafter referred to as the "Incident") caused by the actions and/or omissions of Mr. Steven JUNE, a registered guest on Airbnb (hereinafter referred to as "Guest"). The Plaintiff contends that Airbnb's actions and conduct after the incident were and still are intended to avoid Airbnb's liability.

Host Guarantee Program (host damage protection terms, terms of use, etc.) and more importantly, under the laws of natural justice. As a

direct result, the plaintiff continues to suffer an appalling amount of monetary damages, and immeasurable mental and physical distress resulting in multiple hospitalizations, while attempting to restore the property to its pre-fire condition.

Additionally, Plaintiff contends that Airbnb's policies are misleading because they state that properties listed by hosts must be safe from undue damage caused by guests because they have created a user-friendly system for making claims. In reality, according to the plaintiff, these policies are fraught with ambiguity and they are maliciously manipulated by Airbnb to circumvent any legitimate concerns of the plaintiff.

Airbnb was able to do this by flexibly circumventing the terms of the contract to its advantage, and therefore, engaging in a discouraging abuse of power against the Claimant.

Additionally, Plaintiff contends that Airbnb's policies are misleading because they state that properties listed by hosts must be safe from undue damage caused by guests because they have created a user-friendly complaints system. In reality, these policies are full of ambiguity and are maliciously manipulated by Airbnb to circumvent any legitimate concerns of the requester.

Airbnb was able to achieve this by flexibly circumventing the terms of the contract to its advantage and, therefore, engaging in a disheartening abuse of power against the plaintiff.
Furthermore, it is shockingly obvious to the complainant that all the excuses provided by Airbnb (whether the host or not, the damage was not caused by the guest, issues of jurisdiction, business account or not) were baseless arguments to prevent him from bringing claims to. a legitimate court. This maneuver had no basis.

According to Ms GALE, this tactic was intended to exhaust the Claimant with the intention that she would withdraw all her claims and was completely unexpected from an organization with such reputation and prestige as Airbnb. This shows that this company is abusing its power to its advantage in adverse situations.

However, this company fails to understand that for any host seeking compensation for their property losses, as a victim, it is very traumatic to face such exploitation by Airbnb.

Ms GALE claims that Airbnb, over the past eighteen months, has engaged in a consistent abuse of power to evade liability for all of the losses suffered by the plaintiff. In the opinion of the plaintiff, which must be corroborated by the Judicial Court, this is an intentional act and gross negligence on the part of Airbnb and under the Terms of Use of the Airbnb service, which is also responsible for this negligence.
The plaintiff claims that since the incident, Airbnb, through implied words and actions, has demonstrated that it has host damage protection terms under the Host Guarantee. Dispute resolution processes are simply abstract engagements aimed at meeting the legal requirements of operating a global online marketplace in the tourism sector. AIRBNB does not intend to resolve disputes involving property damage committed by Customers in good faith amicably and in a practical manner. According to Ms. GALE, the terms and conditions are manipulated to meet Airbnb's discretionary requirements which impose unreasonable burdens making it impossible for hosts to recover legitimate damages from Airbnb under its Host Damage Protection .

Since the inception of this legitimate claim for losses by Plaintiff, Airbnb can be shown to have taken the following actions:

A-Blacklisting of the complainant by deleting her account from the platform without offering her the opportunity to be heard.

B refused to identify her as a host and, therefore, prevented the Claimant from filing a complaint with the Airbnb Dispute Resolution Center.

C-Delay of rapid key investigation processes regarding the incident without any reasonable justification.
D avoided all communication with the plaintiff to such a barbaric level that all emails, phone calls and legal letters were ignored for months. ,

E refused to share the findings of the investigation into the incident with the service provider and its legal representatives.

F contradicts and manipulates his multiple policies in order to avoid responsibility

G deliberately obstructs an amicable settlement with the Plaintiff by engaging in endless negotiations to create a legal stranglehold on the Plaintiff.

H-Failure to resolve the conflict with the mental, emotional, physical and monetary distress that the Incident continues to cause the Claimant.

It is further stated that according to Ms. GALE throughout the claims, the plaintiff intends to draw the attention of the Court to the fact that since the incident, it can be observed (with evidence) that Airbnb has violated blatantly violates the two fundamental legal principles of the natural justice system, namely:

a-Nemo judex in causa sua: No one should be appointed judge of his own cause.

b-Audi alteram partem: no one should be condemned without hearing the other party.

The applicant's lifelong memories and treasured possessions were located in the property which she hoped to pass down as an inheritance to her grandchildren. The guest's destruction of the property was one cause of his agitation, the other, and more painfully excruciating, was his interactions (or lack thereof!) with Airbnb. And the plaintiff is asking the court to hold Airbnb fully responsible for its losses and grievances. Hence this request.

FACTS LEADING TO THE INCIDENT

The events unfolded in such a way that the Client reserved the Property from 17 March 2021 to 31 May 2021 and paid a total amount of £25,000 to £29,000, of which the Claimant's share was £21,500 £. After accepting the booking request, the supplier immediately spent over £800 preparing the property for the guest's comfortable stay and, furthermore, making it compliant with Covid-19 guidelines. As part of the cleaning routine carried out by his employee Mr. Marek Goclowski and his housekeeper Rosemary, among other things, he cleaned the property and kept a cardboard box filled with smokeless coal for heating (approximately 30 Kgs) near the fireplace (see page 18). of the attached Proof).

In numerous email communications between the Guest and Mr. Ivan on March 17, 2021, the Guest requested that he did not wish to be greeted by anyone at the property, etc. He received the code for the key box containing the keys to the property. The guest checked into the property on March 18, 2021 and he highly approved the condition of the property via email to Mr. Ivan. In addition, the client was also provided with an instruction booklet describing the property's facilities and security measures (see pages 20 to 22 of the attached notice).

On the same day, March 18, 2021, the guest, around 5 p.m., lit the fire using the embers left by the fireplace. Around 5:30 p.m., the smoke detector (piercing and professionally wired) went off for a considerable and noticeable duration, as reported by both the guest and neighbors of the property. It is relevant to bring to the attention of the Court that the guest did not himself attempt to investigate the reason for the smoke detector going off and that he did not ask Mr. Ivan for information about this subject.

Then, according to our information, the smoke detector went off again around 9/9:30 p.m. and subsequently the fire was seen by neighbors through the upstairs bathroom window. The neighbors quickly headed towards the property and the guest.

They dialed 999 at 10:02 p.m. to request assistance from the London Fire Brigade (LFB) [see page 212 of the attached evidence]. When they knocked on the door to the property, it was opened by the guest himself, revealing that he was awake and conscious. The LFB managed to contain the spread of the fire after numerous efforts, protected the client and noted damage on two floors (ground floor and first floor) of the property in its detailed report dated 16 June 2021 (see pages 192 to 195). attached evidence).

Subsequently, in an email communication from the Guest to Mr. Ivan on March 19, 2021 (see page 13 of the attached evidence), requesting that Mr. IVAN consent to Airbnb refunding his payment, there appears to be serious inconsistencies in his behavior as a reasonable and prudent guest. The Plaintiff expresses deep concern over the manner in which the Guest demonstrated little or no reasonable behavior in his dealings with the Property that day.

Here are some important incidents of concern regarding customer behavior:

a- The guest actively engaged with Mr. IVAN on March 17, 2021 before checking out the property in great detail about the property since he intended to live for an extended period of 70 days (see pages 173 , 176, 179, 181-184). However, when the alarm went off, the guest made no attempt to share his concerns about this with MR IVAN.

b-In his email to Mr. IVAN, the guest states that he woke up around 11 p.m. because of the smoke and the smoke alarms. But according to reports from neighbors and LFB, firefighters arrived at the property at 10:06 p.m. Additionally, it is shocking to believe that the guest could not have heard the piercing smoke alarms at 9/9:30 p.m. because the property was equipped with multiple smoke alarms. . It was going out and the room that caught the most fire was right across from the master bedroom occupied by the guest.
It is therefore impossible in such circumstances not to realize that parts of the Property may be on fire, and it would subsequently be the responsibility of the Client to take the necessary measures to reduce or contain the spread of the fire. the fire (for example by informing Mr. Ivan or calling the fire brigade) since he was only the person actively involved in the immediate vicinity of the incident.

c-When the Claimant's handyman, Mr. Marek GOCLOWSKI, returned to inspect the property on behalf of the Claimant on March 19, 2021, he shockingly noticed that all the coal, approximately 30 Kgs, that he had kept in a cardboard box for the guest, was used to light the fire with the cardboard box (see page 18 of the attached evidence). The Service Provider contends that this act by the Guest, despite the strict instructions provided by the plaintiff as to how to operate the fireplace in the instruction booklet, demonstrates gross negligence on the part of the Guest, having led to the Incident.
-It is commonly accepted that a fireplace with a fuel carrying capacity of 8.9 kg (see page 19 of the attached document) overloaded up to three times its limit has the greatest probability and direct consequence of a dangerous and uncontrollable fire. Any person of average intelligence would be able to understand this causal relationship, but the guest did not succeed more than once in a single day.

d-To begin with, this was not the first time that the guest showed his unnatural behavior towards hosts registered on Airbnb. Another host listed on Airbnb also expressed their experience with the guest in a comment and was relieved when the guest left their property after a neighbor called the police for their negligent behavior (see page 191 of this document).

II. DISCUSSION

II.1 The company AIRBNB engages its contractual liability due to the contract concluded with Ms. NOOSHKIN GALE. ;

Article 1231-1 of the Civil Code provides:

"The debtor is condemned, where applicable, to pay damages either for the non-performance of the obligation, or for the delay in execution, if he does not justify that the execution was prevented by force major. »

In the present case, the plaintiff maintains that it appears from the incidents mentioned above that the client is directly or indirectly, through his actions, omissions, commissions or negligence, responsible for the outbreak and spread of the fire to the property and that there is no justification for the evidence to prove otherwise. And in lieu of such information, the customer's critical past and the position he holds, Airbnb was supposed to act judiciously and impartially to investigate the incident and timely compensate the plaintiff for his losses and suffering.

On the contrary, Airbnb was amusingly seen supporting the customer in all their refund requests while treating the requester with horrible humiliations and arbitrary whims and fancies.

To identify the triggering of Airbnb's fault, it is relevant to provide that the Airbnb Host Guarantee 2021 (since the conditions have been modified) stipulates that if a guest causes damage to the accommodation or property during their stay and that it does not reimburse the host, the host may be eligible for damage protection of up to $1 million.

On March 20, 2021, within 48 hours of the incident, the entire account was arbitrarily terminated by Airbnb without providing any justification or provision for an opportunity for a hearing to the plaintiff (see page 84 of the attached evidence). Since Airbnb's Resolution Center only agrees to investigate complaints filed by hosts, this action on Airbnb's part made it completely impossible for the complainant to file and be considered. for any complaints.

1-The AIRBNB company made several errors

Furthermore, at a time when the applicant was in a state of deep emotional and mental shock following the loss of her family home and irreplaceable possessions, she was forced to worry about her financial situation, without it being its fault, like Airbnb.

delete your account without deleting any of your contributions. Surprisingly, Airbnb later very quickly refunded the full amount the guest had paid the plaintiff for their stay at the property. The plaintiff, on the other hand, suffered far greater suffering at the hands of Airbnb in responding to phone calls, email communications, legal letters, etc. and opening an investigation into the incident. It was from March 30, 2021 that the Applicant had to appoint a legal representative to initiate communication with Airbnb.

In the meantime, the Claimant, of her own volition, kept the property completely intact for three weeks, without repairs, because she wanted Airbnb to have access to the property in its uncontaminated state. It is at this point that the Plaintiff draws the Court's attention to the fact that many of the Plaintiff's items of emotional value could have been saved from irreversible damage if Airbnb had judicially realized that time was running out to deal with the incident that had occurred. in the property. utmost importance. After many painful requests, Airbnb finally agreed to investigate the incident and appointed an insurance adjuster, Crawford & Co., to investigate the incident and the damage it caused.

Since March 31, 2021, the plaintiff was in contact with Crawford & Co., who were assisting him in the valuation of the property. However, after the valuation, when the Claimant contacted the lead valuer, Mr Neil DeFries, regarding her losses, she was horrified by his findings. He told the claimant that there was no fireplace on the property and if there was, he was unable to locate a 360 degree chimney.

The Claimant was in complete disbelief at such unprofessional behavior and rightly so with an organization like Crawford & Co., which was trained and had the expertise to carry out investigations such as the Claimant's.

The plaintiff further contends that Crawford & Co. sent him a formal letter of apology for Mr. DEFRIES' comments. It was truly terrifying for the plaintiff to see that a senior expert from an organization of this reputation would perpetuate dishonesty and have the power to ignore his entire legitimate assertions regarding the incident.
The complainant was able to catch this lie during a recorded conversation with Mr. DEFRIES, which led Crawford & Co. to admit that its employee had committed several errors for having made these remarks.
Subsequently, this company also replaced the person responsible for the investigation with the complainant himself. Such apologies, however, do not change the fact that the mental suffering caused by MR DEFRIES led to the Claimant being hospitalized due to extreme anxiety.

Additionally, on April 8, 2021, Ms. Christie HARWOOD of Crawford & Co. conducted three multi-hour interviews/statements with the Plaintiff via video conference (see page 139 of the attached evidence) to discuss the information/documents they had needed to assist in processing the claim.

During the interview, the plaintiff was asked to provide estimates of the total monetary damage to the property and the cost of its restoration. This indication from Ms Christie HARWOOD shows that the next stage of the investigation was the assessment of all the damage in order to award compensation.

Thus, during the said meeting, the Claimant informed Ms. Christie HARWOOD that she was now in the process of appointing a contractor to

clean and repair the property in order to prevent any further loss to the property as suggested by the fire department and its entrepreneurs.

In their decision to repair the Property, the Requester may be deemed to comply with the Airbnb Host Guarantee. which indicate that

"You must (i) protect and preserve damaged covered property from loss or damage and (ii) promptly separate damaged and undamaged covered property, put them in the best order possible and provide a complete inventory of the lost covered property, destroyed and, damaged and undamaged goods detailing quantities, costs, actual cash value and amount of loss claimed. » (see page 36 of the attached evidence).

Ms. Christie HARWOOD, on the other hand, clearly did not indicate to the plaintiff that a visit from a forensic expert should be Airbnb's next step. Airbnb belatedly appointed Dr JH B URGOYNE & Partners LLP (Burgoyne) to conduct an investigation into the origin and cause of the fire.

Burgoyne conducted the investigation with an on-site inspection and with the assistance of the LFB Fire Investigation Summary Report (see pages 126-128 of the attached notice) and two reports from Crawford & Co. (Personal online meeting notes including 'Declaration' and 'Preliminary Report on Malicious Damage Claim').

The plaintiff believes that this factual omission on the part of Crawford & Co. and the delay in appointing a fire forensic expert compromised the investigation into the origin and cause of the investigation on the fire carried out by Burgoyne on May 10, 2021. Because this investigation took place almost seven weeks after the incident and since April 10, 2021, the Claimant had begun the process of repairing the Property. Additionally, the plaintiff argues that a fire expert should have been immediately appointed

by Airbnb as a first step in the investigation rather than a final step. Therefore, Airbnb intentionally or unintentionally committed an error of judgment in handling the incident and claim in such a negligent and reckless manner.

Instead, the plaintiff provided Airbnb with all evidence, photos, and documents necessary to investigate the incident and resolve the claim. To do this, the Claimant called upon, at its own expense, the services of several experts to provide it with reports and evidence. The list of evidence submitted by the plaintiff to Airbnb so far includes, but is not limited to:

a- Declaration from the household employee regarding the excessive use of coal by the guest to light the fireplace (see page 18 of the attached supporting document).

b- Expert report concerning the maximum limit of the home (see page 19 of the attached Proof).

c-Instruction booklet which highlights the capacity of the fireplace (see page 20 of the proof
ci-joint).

d-Expert report from Aeon & Trisl Investments Limited regarding loss of rent from the properties due to the incident (see page 23 of the attached evidence).
Electronic quotes from multiple contractors for the total cost of property repairs.

f-An expert report from the investigation firm on the origin and cause of the fire, Rappaport Consulting LLC (see pages 222-231 of the attached evidence).
According to Ms. GALE, AIRBNB committed fraudulent maneuvers:
After the investigation by Crawford & Co. and Burgoyne and the presentation of evidence by the complainant, Airbnb resorted to completely silent treatment towards the complainant, as there was no communication from him for month.

The plaintiff believes that an organization with thousands of employees and a platform with millions of users, such as Airbnb, has a legal responsibility to inform the plaintiff of the outcome of its investigation into its own agreement. However, Airbnb completely refused to acknowledge the guest, the incident, and provide any information regarding the investigation to the plaintiff. Airbnb remained in complete silence for two months while there were over a dozen emails and phone calls from the plaintiff to Airbnb and its representatives.

The Claimant considers that such omission on the part of Airbnb constitutes gross negligence. When Airbnb became completely unresponsive, the once-plaintiff once again had to resort to appointing a legal representative to invite Airbnb to share the status of the claim. Again, all communications from the Claimant and her legal representative were handled at the discretion of Airbnb.
Finally, Airbnb's legal representative responded to the legal letter, sent to him by the Claimant, on September 24, 2021 (after six months after the incident) that Airbnb had concluded that the Claimant's request had been rejected.

2- The company AIRBNB "committed fraudulent maneuvers

Article 1231-1 of the Civil Code provides:
"The debtor is condemned, where applicable, to pay damages either for the non-performance of the obligation, or for the delay in execution, if he does not justify that the execution was prevented by force major. »

The plaintiff contends that Airbnb's denial of the claims is based on arbitrary and discretionary grounds without supporting evidence. Overall, Airbnb can be seen as denying the provider's claims by simply stating that "the damage was not caused by the guest." Nonetheless, when Plaintiff pressed Airbnb to provide evidence to support his conclusion, his request was met with fabricated lies and political manipulation to avoid liability at all costs.
For convenience, Requester provides a list of all unreasonable reasons and excuses given by Airbnb for not resolving the complaint and their response, including by Requester:

a-Damage not caused by the Customer

Airbnb's first and foremost conclusion was that the guest was not responsible for the damage to the property. For this, Airbnb did not provide the Claimant with any supporting documents to justify this conclusion.

The plaintiff claims that the investigative reports conducted by Crawford & Co. and Burgoyne were withheld from the plaintiff and his legal representative for an extended period of time and in Airbnb's legal letters.

Plaintiff was only informed of the findings of these reports, which cannot be shared with Plaintiff due to legal privilege. The Claimant wishes to draw the attention of the Court to the fact that the report of Mr. Thomas BUTTLER (MPhil, PhD, partner, Burgoyne) was prepared on July 30, 2021 and that it

was finally shared by Airbnb almost one year after the Incident. of March 25, 2022 (See pages 106-125 of the attached supporting document). The plaintiff believes that the delay behind this cover-up resulted from Airbnb's knowledge that the investigation had not strictly established that the customer was not responsible for the incident. The provider maintains this position for several reasons.

-First, the general delay in carrying out the investigation. The complainant discovered that two reports from Crawford & Co. were sent to Burgoyne on April 9, while the investigation mandated by Airbnb took place much later, on May 10, 2021.

-Second, the forensic investigation into the fires should have been carried out immediately after the incident was brought to the attention of Airbnb and after becoming aware of the reports from Crawford & Co. But an investigation was then planned to confirm that the property was indeed being repaired by the applicant. For this reason, it can easily be seen that Mr. BUTTLER stated several times in the report that the property was repaired and conclusively, he cannot provide exact reasoning behind certain conclusions. This therefore raises many concerns about the purpose of the observations during the investigation.

- Third, the report explicitly states that Crawford & Co., acting on behalf of Airbnb, had given certain instructions to Burgoyne to conduct an investigation and one of those instructions reads:

"As per your instructions, I did not speak to the MR. JUNE to determine his observations and activities in the house on the day of the fire. (See page 108 of the attached evidence).

The Claimant believes that MR BUTTLER did not know that the guest had overloaded the chimney with more than three times the coal of its manufacturing limit, nor whether he knew or was instructed to take the statement from the 'guest. He could have recorded his findings regarding the high probability that the incident occurred due to the guest's actions. Currently the report lacks information/feedback on how the fireplace was used by the customer. Interestingly, the LFB report also corroborates that the fire was likely started by an adult (18-64 years old). And the only person on the property was the Claimant.

For the above reasons, the Claimant considers that Airbnb's response that the damage was not caused by the guest is fraudulent and that Airbnb has no serious reason to justify this. The plaintiff also repeatedly asked Airbnb to provide evidence to reach the following conclusion, but it failed to do so. In legal correspondence between the plaintiff's representatives and Airbnb, Airbnb continued to conceal Burgoyne's report and he continued to state that he could not share the report but was satisfied that the guest was not responsible for the damage. This clearly indicates that Airbnb violates the fundamental legal principle that one cannot be judged for one's own cause.

To the contrary, Plaintiff was able to provide multiple evidence listed in paragraph 25 of this Claim that highlights the direct likelihood that the Traveler's actions led to the incident and resulting losses and also aided Airbnb very cooperatively in conducting all investigations regarding its losses.

- b. The requester was not a host

According to Ms GALE, in an attempt to avoid liability, Airbnb informed the Claimant that under its Host Guarantee terms and conditions, the Claimant was not considered the host as the account in which the property listed was

not listed. her name. Therefore, she was the owner of the property and not the host and she had no legitimate interest in making a claim and receiving compensation.
The Claimant maintains that the property was listed through its agent, Mr IVAN, who acted on its behalf. This results in an Airbnb-approved agent-principal relationship. This is clear from the clarification the complainant received from the Airbnb support team (see page 139 of the attached evidence). Furthermore, the bank account associated with the property belonged to the Claimant and, therefore, any compensation paid would in all respects be legitimate and legal to that of the Claimant. The bank account registered on the platform was an account in the name of the applicant. Airbnb made payments to this account, including £8,727.30 on 23 March 2021 and £2,418.21 on 23 March 2021, both after Airbnb closed the account recognizing the claimant as a host.

Furthermore, the Applicant considers that she has all the rights in her capacity as owner of the Property to have made the said claim. Airbnb's attempt to escape liability by simply stating that the plaintiff was not the host ignores the many rights that an agent-principal relationship affords the plaintiff. This is a well known principle and also accepted by Airbnb terms that the owner of any property has preference over the host and he has the first right to make a claim and can obviously be entered into by the following extracts from his own policy.

"You must provide Airbnb with proof of ownership or legal proof of responsibility for the covered property in the form of receipts, photographs, videos, documents or other customary forms of proof" (see page 35 of proof attached)

"For an approved payment request involving covered losses on covered property owned by a party other than you, we reserve the right, in our sole discretion, to pay you all or part of the amount covered in that approved

payment request. or directly to the owner of such covered property" (see page 38 of the attached notice).

Furthermore, it is obviously mentioned in the Host Guarantee Conditions that these conditions do not infringe the statutory rights of the Host. Even if Airbnb's objection is that it believes the complainant was not the host, that does not prevent it from filing a complaint through the Airbnb Resolution Center. The reason for this is that MR IVAN (who was considered the host by Airbnb) was acting as an agent of the claimant and that, in his statutory rights and obligations under the contractual relationship, an extension to make the claim was apparently still present with the service provider on whose behalf he was acting.

Airbnb, however, has once again exploited these conditions to its advantage and refused to share details regarding the reports and investigations carried out by Crawford & Co. and Burgoyne under the pretext that it is obliged to share this information only with the Host and if and only if the host has requested that this information be shared with the service provider, it will do so.

Therefore, to remove any doubts from Airbnb regarding the plaintiff's right to submit a claim, Mr. IVAN had written to Airbnb on January 7, 2022 to clarify his role as agent and that he was assigning all rights granted by Airbnb in as a host to the requester. (See page 95 of the attached supporting document). It was only by posting this email that Airbnb shared the conclusions of the investigation into the Burgoyne fire with the Service Provider, knowing that the investigation was carried out within the Property and with its agreement because it is the rightful owner of the Property.
-The Applicant wishes to once again draw the attention of the Court to the fact that as of March 20, 2021, Airbnb had closed the account and, therefore, resorted to opening an investigation into the entire incident in a misleading manner.

For the Claimant, following the sequence of events, it is clear that Airbnb was aware that in order to make a claim via its Dispute Resolution Center under the Host Guarantee, the Host must have had access to their account and a Once the complaint is filed, it should be resolved within three months.

"Airbnb will complete processing any Airbnb Host Guaranteed Payment Request Form that you file within a reasonable time after the date you (a) complete and submit the Airbnb Host Guaranteed Payment Request Form, and (b) provide Airbnb with all information and documents you require. provide to comply with the conditions set forth in Section IV Terms of the Airbnb Host Guarantee above.

In all cases, we will aim to complete processing your Airbnb Host Guarantee payment request form within three (3) months of receiving this documentation and information. » (see page 37 of the attached evidence).
It is stated that Airbnb, while providing such policies which provide that any complaining host must fully comply with all requirements within a reasonable time, has never honestly intended to comply with its obligations under the said contractual terms which it calls Host Guarantee Conditions.
To absolve any liability under the said terms, Airbnb decided to block the property, Mr. IVAN and the complainant from its platform at this early stage of the incident (see pages 136 to 138 of the attached evidence).
Plaintiff further contends that Airbnb's response regarding its right to file a claim is merely a tactic to avoid liability.
The plaintiff is further disappointed by Airbnb's deceptive behavior and would not have expected such behavior from an organization with a multi-billion dollar market capitalization.

Once again, the Claimant clearly demonstrated that Airbnb wanted to hide behind the garb of the ambiguities of its policy of refusing the Claimant's legitimate request. And what deeply shocks the applicant is the fact that

this reason for refusal was provided by Airbnb for the first time by the letter from its legal representative of September 24, 2021 when well before towards the end of March 2021, Airbnb had accepted the legitimacy of the plaintiff to file a claim as the owner of the property.

It is really perplexing for the Requester to understand the justification for this behavior of Airbnb which retorts that the Service Provider is not the Host, when in all capacity, Airbnb, under its own authority, had opened an investigation on the Incident while considering that the Applicant was the Host. and having the ability to do so under Airbnb, he was also aware of the plaintiff's participation as a host.

And the plaintiff asserts that such behavior of Airbnb arises from the fact that it is aware of the validity of the plaintiff's losses and of its legitimate responsibility to compensate him and that it acted in the aforementioned manner to evade all its obligations.

Regarding alleged losses not covered by the terms of the host guarantee . In response to the plaintiff's expert report by Aeon & Trisl Investments Limited regarding the property's loss of rent due to the incident (see page 23 of the attached evidence), Airbnb responded by refuting the same saying that :

"Covered Losses" means and is limited to direct physical loss or physical damage to covered property caused by a Host per Responsible Guest or per guest of the Responsible Guest during an Airbnb stay.

"These alleged losses are not considered "covered losses." In addition, the alleged losses are not considered "loss of booking revenue" within the meaning of the Host Guarantee which provides that:

"Loss of Booking Revenue" means the loss of booking revenue from the booking portion of a Covered Accommodation (based on bookings, contracts or agreements confirmed in good faith by Airbnb in effect prior to the established loss period) by you, as a host, resulting from a Loss" (see pages 30 - 31 of the attached supporting document).
After careful inspection of the definition of "responsible loss of income" and "covered loss,"

The plaintiff was again dismayed by Airbnb's manipulation of the meaning of the terms to avoid liability at all costs. The provider is horrified that Airbnb has deployed such measures to defend its position. Plaintiff contends that either Airbnb failed to understand the meaning of its own terms definitions or that it deceived Plaintiff and his legal representative into not possessing the intellect necessary to fully understand the dishonorable path that he was committed to himself.
The plaintiff bases this submission largely on the fact that Airbnb intentionally did not provide the full definition of the term "loss of revenue booking" in the legal letter dated September 24, 2021 and so that the plaintiff could fully develop the deception of 'Airbnb, the full definition is shown below: '"Loss of booking revenue' is the loss of booking revenue from the booking portion of a covered accommodation (based on confirmed bookings, contracts or agreements) by Airbnb in good faith in effect prior to the established forfeiture period) by you, as the host. , resulting from a Loss. Loss of reservation revenue does not include non-continuing fees and expenses or any loss of reservation revenue during any period in which the covered accommodation could not have been rented for any reason other than the covered loss. Loss of reservation income will be measured from the occurrence of the covered loss and will end when the covered accommodation can be prepared for occupancy under the same or equivalent physical and operational conditions that existed before the damage. (See page 30 of the attached proof).

Plaintiff contends that it is obvious to any person of ordinary intelligence that Airbnb failed to identify that the physical and property damage to the property and the rental losses were the direct result of the incident and, therefore, he should have been compensated under "Covered Losses". and "Loss of booking revenue".

On April 10, 2021, the plaintiff began incurring heavy costs to restore his family home.

Furthermore, from the first line of the aforementioned definition, it is evident that the guest's reservation was the last reservation income and since then the property has remained unoccupied and inhospitable for habitation as repairs are still in progress. and ironically slow due to the plaintiff's financial situation following the incident. Therefore, under the definition of "loss of booking revenue", it is obvious that the loss of additional rentals constitutes a legitimate claim of the plaintiff. Furthermore, the Claimant supported her well-founded claims by providing proof that the property was under repair and that the costs had been incurred. The claimant in fact had to, to facilitate the investigation, also provide Airbnb with quotes from three contractors in London regarding the likely average cost it would incur as a result of the incident (see pages 85, 96 and 215- 217 of the attached evidence).

The Claimant was under the impression that through its cooperation, once Airbnb received proof of its damages and their amount, it would expedite the resolution process once the findings of the investigation by Crawford & Co. and Burgoyne would have reached the study. The plaintiff believes that Airbnb was at fault in failing to realize that the delay and manipulation of the terms applicable to the service provider caused additional trauma and distress, which Airbnb, as a global company and trusted organization, should have avoided anyway. It is possible that the plaintiff was already suffering enough emotional, mental and financial pain.

For several months after providing all relevant documentation and proof of its losses, Airbnb simply chose to turn its back on Plaintiff's legitimate claims by misrepresenting and exploiting its Host Guarantee terms against Plaintiff.
The plaintiff believes that all of these responses by Airbnb were invented in order to avoid incurring real and tangible losses which have been proven repeatedly by the plaintiff. The Plaintiff asks the Court to take into account the fact that since March 31, 2021, the date Airbnb appointed Crawford & Co. to this day, Airbnb has had its own position on the Incident which is obscure. On the one hand, it can be considered that Airbnb rejected the Plaintiff's legitimate request, and on the other hand, Airbnb invited the Plaintiff to provide evidence in support of his request. And when the plaintiff, after being in an unprecedented traumatic situation, and obliged by the said demands of Airbnb, Airbnb entered a completely indifferent state.

On several occasions, the Claimant had asked Airbnb to deny or accept the claim in its entirety, so that the Claimant could have clarification on the status of his claim with Airbnb. If Airbnb agreed and fully refunded, the requester would be more than accommodating to provide Airbnb with all of their requests. And if Airbnb wishes to reject the said claim, then the plaintiff will initiate proceedings in the competent court. The applicant has requested this clarity in numerous communications, legal and non-legal. But Airbnb has been practicing a completely apathetic attitude for more than eighteen months. To this end, the Applicant has also complied with the requirements of its Civil Procedure Rules (CPR) for the parties to seek to resolve their disputes.

The applicant also fails to understand Airbnb's actions in requesting that Airbnb not take legal action against him until he has all the relevant material to make a concise decision on the application. But when the plaintiff provided all the information to Airbnb, this company shows no

intention of making a final decision on the claims. She is happy to extend the litigation indefinitely with the intention that the Claimant will completely withdraw her claims due to her emotional and physical financial vulnerability to support her claims. Furthermore, when the complainant informed Airbnb of its intention to take legal action against her, we find that Airbnb indirectly threatened her by saying that proceedings should be taken in the Irish courts on the grounds that the account of the complainant was a professional account. The claimant repeatedly clarified that his account was a personal account as the property was his own family home and the bank account associated with the property was also his personal bank account. Therefore, allegations of exploitation of a corporate account are intended to put pressure on the complainant regarding jurisdictional conflicts. Interestingly, through this allegation, the plaintiff was once again able to confront Airbnb's manipulation of its own terms of service to its advantage.

The Claimant states that if Airbnb truly believed that its account was a Business Account, then it would hypothetically have violated its own additional terms applicable to business users. According to these conditions, if a business account is terminated by Airbnb, the user will have the opportunity to clarify the facts and circumstances and reads as follows:

Termination, Suspension and Other Actions.

If we take action in accordance with sections 13.2 and 13.3, you will have the opportunity to clarify the facts and circumstances leading to such action as part of our internal complaints handling process as described in section

. Media treatment and mediation.

We want to be transparent about how we handle complaints and aim to treat all business users fairly" (see page 60 of the attached evidence). The plaintiff believes that Airbnb failed to disclose any reason why it terminated its Airbnb account and that it improperly exercised its termination discretion. And the deception and manipulation of the Terms is evident by the fact that, to serve its own purposes, Airbnb maintained two different positions regarding both the personal and business account. For a personal account, at the time of termination, Airbnb is not required to provide an explanation or opportunity for a hearing with the host.

Thus, Airbnb identified the complainant's account as personal when, within 48 hours of the incident, it closed the account stating that it had no responsibility to provide any reason to the complainant and that the possibility of to be heard would not be given to him. The plaintiff believes that if he truly believed his account was a business account, then Airbnb would have deliberately engaged in gross negligence to avoid investigating the incident and, therefore, liability arising from it.
Airbnb later changed its position that the petitioner was a business account, with the illicit intent that the inconvenience of filing a complaint and proceeding against Airbnb in a foreign country would scare and dissuade the petitioner from filing a complaint . Furthermore, the Requester does not understand the unfair treatment practiced by Airbnb against its multiple stakeholders. In a dispute between Guests and Hosts, Airbnb may be deemed to support Guests in all of their legitimate and illegitimate claims, while a legitimate claim with multiple evidence may be deemed unsupported by Airbnb to the extent that it is removed from all communications.

Additionally, business users have the opportunity to be heard and should be treated fairly, while personal users do not have the opportunity to present their case. Airbnb's arbitrary behavior and abuse of power does not stop there. Although he repeatedly denies liability, he continues to change

his position, saying that if the plaintiff can provide evidence to prove otherwise, then he would be willing to consider claiming it.

All these apologies and responses from Airbnb and its legal representative take a turn when the complainant provides an independent investigation into the origin of the fire (see page 222-231 of the attached supporting document) dated July 18, 2022 by Rappaport Consulting LLC through Mr. Robert B. Rappaport (IAAI-CFI).

In this report, the objective of the investigation was to determine the cause and origin of the fire to arrive at a conclusive position capable of providing a confirmed position on the origin of the incident.

The plaintiff points out that this was also the objective of the Burgoyne report, but that since the production of the Burgoyne report, Airbnb has been very insensitive due to its inconclusive position on certain key issues, making Airbnb highly liable

to compensate the plaintiff for his losses. The conclusive report of Mr. Robert RAPPAPORT provides that the incident occurred due to the actions of the guest, more likely than not, since the guest used a quantity of smokeless charcoal which exceeded the both the manufacturer's instructions and those of the complainant. Furthermore, the report also clearly establishes that if the guest had actively investigated the smoke detectors as soon as they were triggered, the risk of the incident could have been mitigated and, therefore, the resulting damage could also have been largely avoided.

When the complainant submitted this report to Airbnb, the company reconsidered its position somewhat. He then entered into a settlement with the claimant and began communicating to emphasize his intention to now settle the claim. To this end, she once again demanded from the Claimant

various information regarding the current condition of the Property, the costs she has incurred and has incurred, etc. The plaintiff again voluntarily provided this information to Airbnb solely so that she could refute her entire claim by attempting to negotiate the settlement amount.

The Applicant draws the Court's attention to the fact that she suffered tangible and calculable losses following the Incident and she does not appreciate Airbnb's initiative to settle or negotiate her material losses. It is still distressing information for the complainant that an organization like Airbnb, with such a high reputation and market capital, engages in such blocking practices by offering to settle and then negotiate for eighteen months after the incident

This goes hand in hand with the fact that over the past 18 months the Claimant has suffered real losses in her family home and has simultaneously dealt with Airbnb's fanciful demands and returned her home to its original condition. before the fire..

Furthermore, the complainant realizes in an upsetting way that all the excuses (whether the host or not, the damage was not caused by the guest, matters of jurisdiction, business account or not) provided by Airbnb were baseless arguments to prevent it from making claims. before a lawful court and had no basis

This tactic of exhausting the Claimant with the intention that she would withdraw all her claims was completely unexpected from an organization with such reputation and prestige as Airbnb. This shows that he abuses his power to his advantage in adverse situations. However, they fail to understand that for any host seeking compensation for losses to their property, just like the plaintiff, it is very traumatic to face such exploitation by Airbnb.

The plaintiff alleges that Airbnb, over the past eighteen months, has engaged in a consistent abuse of power to avoid liability for all of the losses suffered by the plaintiff. And in the opinion of the plaintiff, which must be corroborated by the court, this is an intentional act and gross negligence on the part of Airbnb and, under the terms of use of the Airbnb service, she is also responsible for this negligence.
The Conditions state that:

'19 Responsibility. Airbnb is liable under legal provisions in the event of willful misconduct and gross negligence on the part of us, our legal representatives, administrators or other vicarious agents. The same applies in the event of assumption of guarantees or any other objective liability, or in the event of culpable harm to life, physical integrity or health. For any negligent breach of material contractual obligations on the part of us, our legal representatives, administrators or other vicarious agents, Airbnb's liability is limited to foreseeable typical damages. Indispensable contractual obligations are those duties of Airbnb in the proper performance of which you regularly trust and must trust for the proper performance of the contract. Any further liability of Airbnb is excluded.' »

The plaintiff is very clearly able to prove that Airbnb's conduct is a textbook case of avoiding responsibility by becoming uncommunicative. Given the criticism and calculated foresight due to limitations of time, money, emotional and mental capacity, the plaintiff would be exhausted in pursuing any claim against him and, therefore, Airbnb would not have to agree to responsibility.

And Airbnb's behavior clearly indicates that it is indirectly aware of the existence of a valid claim and the liability that the Incident has imposed on Airbnb its own Host Guarantee Terms. However, instead of accepting this responsibility, Airbnb engaged in fraudulent practices and classic legal

strangulation tactics. This proves once again that Airbnb, when designing its policy, had no honest intention of accepting legitimate liability caused to hosts due to guests' actions.

The plaintiff believes that Airbnb behaved atrociously in handling his complaints. The plaintiff said Airbnb's policies act as a shield to wrongly deny the legitimate claim of owners who suffer losses resulting from no fault of their own. And to avoid liability, Airbnb completely protects itself from the host by blocking all communications and issuing demands and justifications against them. The goal of such behavior is to wear out hosts, eventually leading them to withdraw all their complaints. And this was also Airbnb's modus operandi when handling the plaintiff's complaints. While engaging in such conduct, Airbnb fails to show empathy towards the complainant who finds himself under inexplicable conditions of financial loss and mental breakdown while he restores his family home.

Plaintiff painfully contends that Airbnb's conduct and investigation into the incident continues to cause him inexplicable and unprecedented mental distress. It is intolerable that an organization like Airbnb can play with the emotions of a woman who was suffering horribly after losing her family home and her entire life (possessions and memories). In all communications, Airbnb took advantage of its vulnerability by constantly dragging its request with unreasonable explanations. The Claimant understands that a claim such as hers must be assessed on a varied basis of documents and other evidence. However, the Claimant cannot understand that, although it has complied with all the necessary obligations to establish the claim, Airbnb has not evaluated the claim with the utmost honesty.

The plaintiff contends that it has been truly discouraging and mentally exhausting to be subjected to Airbnb's ironic and deceptive behavior. When the incident occurred, it should have been Airbnb's responsibility to provide

whatever assistance was necessary to restore the property and determine the legitimate cause of the incident. Not only did Airbnb show no words or gestures of empathy towards the requester, but it also closed his account without any justification. For the complainant and any other person in the distress in which she found herself, having been informed by Airbnb that, through no fault of her own, she was no longer a member of the Airbnb community and that Airbnb could therefore not offer her no support, it was extremely psychological. Worrying.

The claimant, during her first contacts with Airbnb regarding the incident, had to be hospitalized three times due to Airbnb's actions. Airbnb manipulated and falsely led the Claimant to believe for over eighteen months that it would undertake an impartial and truthful investigation into her allegations. When in reality, Airbnb knew after the Crawford & Co. and Burgoyne reports that the Claimant's claims were valid and therefore capable of compensating it. To avoid liability, Airbnb deployed inhumane and insensitive behavior by making it appear that the documents and information it requested and collected would be evaluated without a preconceived decision from its authorities. The claimant must have gone to great lengths to make available all the evidence to support their claim and one would expect that an organization like Airbnb would be able to engage in a fair and impartial investigation before to make a decision.

The applicant considers that Airbnb's maneuvers were intentional.

He had no respect for the financial and emotional well-being of a woman her age who was struggling to cope with the loss of her family home and, more importantly, her sentimental valuables. The plaintiff argues that it would have been a respectable argument if Airbnb, upon investigation, had openly concluded that they had rejected his application. In such a situation, the plaintiff would have initiated legal proceedings, but Airbnb neither

accepted nor rejected the claims in their entirety and indicated to the plaintiff that it was being fair in evaluating his claims. But over the past eighteen months he has disrespected and mistreated the Claimant without realizing that she was going through extreme physical and mental difficulties to meet all of his demands. The Claimant maintains that the atrocity of the acts committed over the last eighteen months by Airbnb must be condemned and that beyond the tangible facts and the losses owed to the Claimant, additional compensation must be provided to him for the torments suffered. due to such abuse of power by Airbnb.

The applicant is a person of limited resources. And in these difficult times, Airbnb should practice the values and mission it represents to the public and express sympathy to the complainant. But instead, it is trying to strangle the complainant's claim due to unexplained delays in investigation, lack of communication, exploitation of its political conditions and abuse of power.

According to Ms. GALE, the irony is that one of the founders of AirBnb stayed in this house in 2010... almost at the very beginning of the launch of their activity and that he encouraged Ms. GALE to keep her house on their site

II.3 Request for damages
Article 1231-2 of the Civil Code specifies:

"The damages owed to the creditor are, in general, the loss he suffered and the gain he was deprived of, except for exceptions and modifications below. »
Article 1231-3 of the Civil Code specifies:

"The debtor is only liable for damages which were foreseen or which could be foreseen when the contract was concluded, except when the non-performance is due to gross negligence or willful misconduct. »

Article 1231-4 of the Civil Code provides:

"Even in the case where the non-performance of the contract results from gross or intentional misconduct, the damages only include what is an immediate and direct consequence of the non-performance. »
In this case, the plaintiff asks:

a-For damage and repairs to the Property at its Pre-Incident stage: €283,300

b-For the loss of rental income since the Loss:
This loss of rental income is 126,730 euros (one pound = 1.15 euros) from July 2021 to January 2023, or -6,670 euros per month (£5,800 per month)
The loss of rental income is 3,220 euros (2,800 pounds per month (one pound being equal to = 1.15 euros) per month from January 2023 until the case is resolved.

This is because the house is only partially rented, due to financial constraints. The reconstruction work is not entirely finished

c-For the determination of the origin of the fire and the investigation into the cause by Rappaport Consulting SARL: £4,000 or the sum of €4,600

d-For losing confirmed booking income for five months when closing your Airbnb account: £8,500 or the sum of €9,775.00

e-For two invoices for the purchase of works of art: £8,400, or the sum of €9,660.00

In addition, the Claimant asks the Court to impose other financial sanctions on Airbrib fora total amount of £50,000, i.t the sum of €57,500/month since the occurrence of the incident for emotional and mental disorders that he suffered due to the error of conduct of an organization whose credibility and reputation are perceived as those of Airbnb.

The Claimant bellieves that the facts set out in these Particulars of Claim are true.

FOR THESE REASONS

Considering articles 14 and 15 of the Civil Code

Considering articles 30 and 31 of the Civil Code

Considering article 42 of the Code of Civil Procedure

Considering articles 1130 and 1137 of the Civil Code

Considering article 1231-1 of the Civil code

Considering article 1231-2 of the Civil code

Considering article 1231-3 of the Civil code

Considering article 1231-4 of the Civil code

Condidering articles 325 and following of the Code of Civil Procedure

Considering articles 331 and following of the Code of Civil Procedure

Considering the documents submitted to the debates

The Judicial Court of PARIS is asked to:

-DECLARE admissible and well-founded for the good administration of justice the request for forced intervention and joinder presented by Mrs.

Nooshkin RAZZAGHI KHAMSI divorced GALE against:

AIRBNB IRELAND UC (private unlimited company)

8 Hanover Quay

99136 Dublin 2 D02 DP23 IRELAND

-ORDER the joining of this summons for forced intervention with the current proceedings pending RG No. 23/00213 before this court

-REJECT all means of requests and conclusions on incidents from the company AIRBNB IRELAND

-JUDGE that Mrs. Nooshkin RAZZAGHI KHAMSI divorced GALE is the victim of fraud and deception in the contract she signed with the company AIRBNB

-JUDGE that the company AIRBNB IRELAND committed an error in the execution of the contract concluded with Ms. Nooshkin RAZZAGHI-KHAMSI

-ORDER the company AIRBNB IRELAND to pay the sum of 283.000 to Ms . Nooshkin GALE for the damage and for the repair of the house at its Pre-Incident stage.

-CONDEMN the company AIRBNB IRELAND to pay Ms. Nooshkin RAZZAGHI GALE the sum of 126,730 euros from July 2021 to January 2023, i.e. 6,670 euros per month

- ORDER the company AIRBNB IRELAND to pay Ms. Nooshkin RAZZAGHI-GALE the sum of 3,220 euros per month for the loss of rental income from July 2021 to January 2023 due to the partial rental of her house until the resolution of the case

- ORDER the company AIRBNB IRELAND to pay the sum of €4,600 to Ms. Nooshkin RAZZAGHI-GALE for the determination of the origin of the fire and the investigation into the cause by SARL Rappaport Consulting

ORDER the company AIRBNB IRELAND to pay the sum of €9,775.00 to Ms. Nooshkin RAZZAGHI-GALE for having lost confirmed reservation income for five months when closing her Airbnb account:

ORDER the company AIRBNB IRELAND to pay the sum of €9,660.00 to Ms. Nooshkin RAZZAGHI-GALE for two invoices for the purchase of works of art:

ORDER the company AIRBNB IRELAND to pay the sum of €57,500 per month £ to Ms. Nooshkin RAZZAGHI GALE the incident occurred for the emotional and mental disorders she suffered due to the fault of this company. Because this matter should have been resolved no later than July 2021. 57,500 Euros per month from this until resolution

ORDER the company AIRBNB IRELAND to pay the sum of €3,500 to Ms. Nooshkin RAZZAGHI-GALE in accordance with article 700 of the CPC

ORDER AIRBNB IRELAND to cover all costs*

DECIDE on the provisional execution of the decision to be taken under all reservations

Meaux on 02/01/2024 Xavier de LIPSKI

Attorneys

III. SCHEDULE OF COMMUNICATED DOCUMENTS

1-Copy of your complete contract under AIRBNB conditions

2-Copy of the customer's reservation

3-Photos of the house before and after the fire

4-Copy of Ms RAZZAGI-KHAMSI 's French identity document

5-Cerbficate of ownership of the house

6-Copy of the customer's Identity document

7-Copy of the latest payments by AIRBRIB

8-Expertises carried out in the house

9-Copy of home insurance

10-Latest emails with AIRBNB

11-Measures taken by AIRBNB

12-VVitness certificates

13-Copies of prescription or support

14-Copy of property tax in Pans

15-Copy of property tax in London

16-Last incorne tax notice

17-Certificate of assessment of damage and loss of value of the house

18-Invoices for the amount of work carried out to repair the house

19-Invoices for damage paintings

20-Certificate of Maître Clinton, lawyer at the LONDON Bar and lavvyer of Ms RAZZAGHI-KHAMISI

21- ,Letter from Maître Xavier de LIPSKI to AIRBNB France dated November 3,2022

22--PDF of the case of Ms. Noohkin RAZZAGHI KHAMSI divorced GALE c/ AIRBNB Company

Meaux on 02/01/2024

Xavier de LIPSKI

Attorneys