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8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11
12 NATALIE WHITE, an individual,

13
14 Plaintiff,

15 vs.

16
17 AIRBNB, INC., a Delaware Corporation;
18 ZAFER ALPAT, an individual; and
19 DOES 1 to 20 inclusive,

20 Defendants,

CASE NO.: 21STCV26059

COMPLAINT FOR DAMAGES:

- 1. **NEGLIGENCE**
- 2. **SEXUAL ASSAULT;**
- 3. **SEXUAL BATTERY;**
- 4. **GENDER VIOLENCE;**
- 5. **FALSE IMPRISONMENT;**
- 6. **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS; and**
- 7. **VIOLATION OF CONSUMERS LEGAL REMEDIES ACT.**

DEMAND FOR JURY TRIAL

Unlimited Civil Jurisdiction

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24 Plaintiff NATALIE WHITE ("Plaintiff" or "White") hereby files this Complaint for
25 Damages and Demand for Jury Trial against Defendants AIRBNB, INC., a Delaware
26 Corporation ("AirBNB"), ZAFER "ZAC" ALPAT, an individual ("Alpat"), and DOES 1
27 through 20, inclusive (all Defendants and DOES collectively referred to as "Defendants").
28

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LOS ANGELES, CALIFORNIA 90017

1 **SUMMARY OF FACTUAL ALLEGATIONS**

2 1. On February 26, 2020, on Plaintiff's birthday, she booked a small one bedroom
3 rental unit on the second floor of an apartment complex in Los Angeles, California, through
4 Defendant AirBNB. At all relevant times, the events described herein took place at the
5 apartment residence located at 6633 Yucca Street, Apartment 201, Los Angeles, California
6 90028 (hereinafter the "Subject Property"). Plaintiff is informed and believes that Subject
7 Property is owned by Defendant Alpat and was rented out by all Defendants.

8 2. Plaintiff is informed and believes and thereon allege that Defendants AirBNB
9 and DOES 1 to 20 inclusive, at all times herein relevant, engaged in the business of short-term
10 home stay rentals (also known as peer-to-peer hotels).

11 3. Plaintiff is informed and believe and thereon allege that Defendants Alpat and
12 DOES 1 to 20 inclusive, at all times relevant herein, was the lessee of the Subject Property.

13 4. Plaintiff is informed and believes and thereon allege that Defendants Alpat and
14 DOES 1 to 20 inclusive, were the agents and representatives of Defendants, AirBNB and
15 Alpat, and were at all times herein relevant were and did act under the authority, direction,
16 instruction, training and mandate of said Defendants as relevant to the allegations set forth in
17 this action.

18 5. Plaintiff is informed and believes that, at all relevant period, AirBNB offers to
19 lease or rent, solicits listings of places for rent, solicits for prospective tenants, negotiates the
20 lease of a real estate property, and collects rents from real property, including the Subject
21 Premises with Defendant Alpat and Plaintiff.

22 6. Plaintiff is informed and believes that, for all purposes, AirBNB acts as a real
23 estate broker. It is more than just an internet platform where lessor and lessee meets. In
24 particular, AirBNB suggests, recommends, and advises its lessor on how to effectively lease
25 or rent his/her place by describing various characteristics of the real estate property including
26 but not limited to the number of bedrooms available, the number of bathrooms available, the
27 size of the real estate property available, any features of the real estate property, any amenities
28 onsite, any local attractions or things to do in the area, and how to get around town. Plaintiff

1 is informed and believes that AirBNB engaged in such conduct with respect to the Subject
2 Premises.

3 7. AirBNB also offers professional photography services to its lessors for the sole
4 purpose of advertising their real estate property on Airbnb's website to promote the lease or
5 rental of the property. Plaintiff is informed and believes that AirBNB engaged in such conduct
6 with respect to the Subject Premises.

7 8. Plaintiff is informed and believes that AirBNB suggests, recommends, and
8 advises its lessor on leasing or rental price based on their real estate property's geographic
9 location, size, the leasing price of a similar real estate property in the community, and other
10 factors. Plaintiff is informed and believes that AirBNB engaged in such conduct with respect
11 to the Subject Premises.

12 9. Plaintiff is informed and believes that if a lessor does not have enough rental
13 bookings, AirBNB also suggests, recommends, and advises the lessor on how to drive more
14 traffic to his or her web page to promote more rental bookings. Plaintiff is informed and
15 believes that AirBNB engaged in such conduct with respect to the Subject Premises.

16 10. Plaintiff is informed and believes that once a potential lessee requests a booking,
17 AirBNB collects an advance payment or rent from the real property on behalf of its lessor at
18 the time of the booking for the entire duration of the lease, and distributes the payment or rent
19 to its lessor within 24 hours after the lessee's arrival. Plaintiff is informed and believes that
20 AirBNB engaged in such conduct with respect to the Subject Premises.

21 11. Plaintiff is informed and believes that despite engaging in these enumerated
22 activities, AirBNB does not hold a broker's license in violation of Section 10130 of California
23 Business and Professions Code. Plaintiff is informed and believes that, unlike other pure
24 platform websites such as Craigslist, Airbnb creates a false sense of security to its lessors and
25 lessees by engaging in the following conduct:

26 A. AirBNB held and continues to hold itself out to the public as "a trusted
27 community marketplace for people to list, discover, and book unique
28 accommodations around the world."

1 B. AirBNB ranks its lessors and issues “Superhost Badge.” This creates an
2 appearance that these lessors endorsed by AirBNB are safer and more reliable
3 options.

4 C. AirBNB also issues a green check mark right next to the word “Verified” to
5 certain lessors. This also creates an appearance that these lessors are verified by
6 AirbnB to be safer and more reliable options.

7 D. AirBNB takes out “Host Protection Insurance” that acts “as primary insurance
8 and provides liability coverage to hosts” or lessors.

9 E. AirBNB also provides “AirBNB Host Guarantee” which protects lessors against
10 damages to their own possessions or unit of property damage by their lessees in
11 listings.

12 F. AirBNB also provide free photography service to its lessors to make the listing
13 look professionally managed and maintained.

14 G. AirBNB uses words including but not limited to “trust,” “safety,” “home,”
15 “trusted community” repeatedly on its website to create a false sense of security.

16 12. However, on information and belief AirBNB does not perform background
17 checks on its lessors or lessees. AirBNB also does not disclose to its lessees that it does not
18 perform background checks on its lessors.

19 13. On February 26, 2020, Plaintiff paid AirBNB at the time of the booking. Plaintiff
20 is informed and believes that, at the time of the booking, AirBNB listed the lessor’s name as
21 “Zac” without his last name but with its “Superhost” badge next to his name. AirBNB also put
22 a green check mark and the word “Verified” next to “Zac’s” name. Moreover, at the time of
23 the booking, Plaintiff relied on AirBNB’s representations that it is “a trusted community” and
24 that “Zac” is a safer and more reliable option due to his “Superhost” status and the fact that he
25 had a green check mark and the word “Verified” next to his name.

26 14. On information and belief, AirBNB did not do a background check on Defendant
27 Zac or engage in any steps to assure that Defendant Alpat was a safe or trusted lessor.
28

1 15. Prior to her check-in to the Subject Property, Plaintiff messaged the point of
2 contact through AirBNB, Defendant Alpat, through the AirBNB application. Plaintiff
3 messaged asking if the unit was available for earlier check-in instead of the standard 3:00 p.m.
4 check-in time. Defendant Alpat responded through the AirBNB application, allowing Plaintiff
5 to check in at 1:00 p.m. while also asking Plaintiff if it was just her staying by herself. Plaintiff
6 confirmed that it was just her, in fear of being charged extra for the stay.

7 16. Plaintiff stayed the night at the Subject Property without any issues. At or about
8 9:00 a.m., the following day, Defendant Alpat messaged the Plaintiff asking her when she
9 would be leaving. Plaintiff assured him that she would be out of the unit at or about the time
10 of her scheduled check-out at 11:00 a.m.

11 17. At or about 10:45 a.m., Plaintiff suddenly heard someone at the door. Believing
12 it may have been a cleaning service, Plaintiff approached the door, opened it, and found a tall,
13 large, bearded man in the unit holding a duffle bag, standing directly in the doorway. Before
14 Plaintiff could respond, the man said "Natalie. It's your host Zac. I had to come to meet you."
15 Defendant Alpat barged in, and closed the door behind him, locked it in place, and blocked
16 Plaintiff's path of travel to the door.

17 18. Plaintiff stated that she needed to leave and that her friends were waiting for her
18 outside. However, Defendant Alpat said he wanted to talk to her so that she would "manage"
19 his properties. Plaintiff felt unsafe and repeatedly stated she needed to leave, but Defendant
20 Alpat would continue to block her path of travel out of the Subject Property. Defendant Alpat
21 asked her why she needed to leave and plaintiff reiterated that she heard friends waiting outside
22 and a flight to catch. Defendant Alpat offered transportation to the airport, but Plaintiff tried
23 to shut him down again and make clear that she wanted to leave, needed to leave, and was
24 attempting to leave. While Plaintiff attempted to pass Defendant Alpat, he immediately lunged
25 at her and grabbed Plaintiff in a "bear-hug," keeping her in place and refusing to let her from
26 his grip.

27 19. Plaintiff plead with Defendant Alpat to let her go. Defendant Alpat refused to
28 release her and continued to hold her. While holding her, Defendant Alpat began to touch,

1 grope, sexually assault and sexually batter the Plaintiff. Defendant Alpat also tried to tear off
2 pieces of Plaintiff's clothing from her body. Defendant Alpat also began to kiss and lick
3 Plaintiff's neck, shoulders, chest, and face. Throughout this sexual assault, Plaintiff begged to
4 be let free. Defendant Alpat refused and held her tighter against her will.

5 20. After about 2-3 minutes of being sexual assaulted and battered, Plaintiff was
6 finally able to break free for a moment, only to be grabbed again by Defendant Alpat again.
7 Plaintiff attempted to run towards the bathroom to grab her phone, but Defendant Alpat ran
8 after her, and physically picked her up in the air from behind, threw Plaintiff on the couch,
9 held her down, placed his body weight on her, and continued to sexually assault and batter her.
10 This went on for about 10 minutes, while Plaintiff struggled to be let free and begged to be let
11 go. Defendant Alpat asked her where she thought she was going, and also told plaintiff she
12 could not leave. After approximately 10 minutes, Plaintiff felt the grip of Defendant Alpat
13 loosen, and she broke free by throwing herself on the ground, bruising her back. Plaintiff tried
14 yet again to run, but Defendant Alpat ran after her again, blocked her path, and grabbed her
15 again. Defendant Alpat demanded that he have 2 more minutes, while trying to drag her by
16 her arms into the bedroom of the apartment. Plaintiff begged him to let her go. Defendant
17 Alpat continued to grope and lick the Plaintiff, while telling her she could not leave

18 21. Finally, Plaintiff broke free, grabbed her belongings near the door, and fled the
19 Subject Premises. Plaintiff screamed for help and does not believe she was followed through
20 the hallway by Mr. Alpat.

21 22. Plaintiff called the police, gave her statement, took photos of her numerous
22 injuries and bruises, took the necessary tests to complete a rape kit, and identified Defendant
23 Alpat in a line-up. Ultimately, all evidence supported Plaintiff's statements and formal criminal
24 charges were filed against Defendant Alpat.

GENERAL ALLEGATIONS

25
26 23. Plaintiff is informed and believes that Defendant ZAFER "ZAC" ALPAT is and
27 was, at all relevant times, and individual residing in the City of Los Angeles, County of Los
28

1 Angeles, State of California. At all relevant times, Defendant Alpat is and was the owner of
2 the Subject Property.

3 24. Plaintiff is informed and believes that Defendant AirBNB is a Delaware
4 Corporation, with its principle place of business in San Francisco, California, and was duly
5 licensed and authorized to conduct business within the County of Los Angeles, State of
6 California.

7 25. Plaintiff, Ms. Natalie White, is and was, at all relevant times, an individual
8 residing in Atlantic City, New Jersey. At the time of the Incident, Ms. White was a 22-year-
9 old female. The events described herein and Ms. White's injuries occurred at the home of
10 Defendant Alpat, that was being rented to Ms. White through Defendant AirBNB.

11 26. Plaintiff is informed and believes and based thereon alleges that DOES 1 to 20,
12 inclusive, and each of them, are presently unknown persons or entities that owned, leased,
13 rented, controlled, advertised, and/or had a financial interest in the rental of the Subject
14 Property where Plaintiff was sexually assaulted, battered, and falsely imprisoned. The true
15 names and capacities of the Defendants sued herein as DOES 1 to 20, inclusive, and each of
16 them, are unknown to the Plaintiff at this time, who therefore sues such Defendants by such
17 fictitious names pursuant to *Code of Civil Procedure* § 474. Plaintiff alleges that each
18 fictitiously named defendant acted or failed to act in such a manner that each has caused the
19 damages to the Plaintiff alleged herein. Plaintiff will seek leave to amend this Complaint to
20 set forth the true names of the fictitiously named Defendants and their capacities when
21 ascertained. Reference herein to any Defendant shall include reference to all Defendants,
22 including all named and all fictitiously named defendants.

23 27. The true names and capacities of Defendants referred to herein as DOES 1 to 20,
24 inclusive, and each of them, are unknown to Plaintiff at this time and Plaintiff is informed and
25 believes that they are in some way responsible for the Incident and damages incurred. Plaintiff
26 will amend this Complaint to allege the true names and capacities when ascertained.

27 28. Plaintiff is informed and believes and thereon alleges, that at all material times
28 each of the Defendants were the agents, ostensible agents, officers, servants, directors,

1 managers, alter egos, trustees, co-trustees, co-venturers, joint venturers, partners, general
2 partners or employees of each other co-defendants (and DOES 1 to 20), and in doing the things
3 herein alleged were acting in an agency, managerial or employment capacity within the course
4 and scope of their authority, whose acts and conduct herein alleged were with the permission
5 and consent of the co-defendants. Each of the Defendants actions and conduct were known to,
6 authorized and ratified by the co-defendants. Plaintiff is informed and believes, and thereon
7 alleges that all the conduct by the individual Defendants, which was outside the scope of their
8 authority, was known to, authorized and ratified by the co-defendants.

9 29. Plaintiff is further informed, believes, and thereon alleges that each Defendant
10 designated herein as a DOES were responsible, negligently, or in some other actionable
11 manner, for the events and happenings referred to herein, which proximately caused injury and
12 damages to Plaintiff, as hereinafter alleged.

13 **JURISDICTION AND VENUE**

14 30. Venue and jurisdiction are proper because the events giving rise to this action
15 took place in Los Angeles County; because Defendants are doing business in Los Angeles
16 County; because the damages sought exceed the jurisdictional minimum of this Court; and
17 because the majority of events occurred in Los Angeles County.

18 **FIRST CAUSE OF ACTION**

19 **NEGLIGENCE**

20 (Plaintiff Against All Defendants)

21 31. Plaintiff hereby repeats, re-alleges, and incorporates all preceding paragraphs of
22 this complaint as though fully set forth herein.

23 32. Defendants, and each of them, owed Plaintiff a duty of care to prevent harm to
24 Plaintiff. Plaintiff White alleges that on February 26, 2020, and for some time prior thereto,
25 Defendants, and each of them, were engaged in a joint venture and/or joint enterprise by oral,
26 written or electronic agreement with each other, in which each of said Defendants had an equal
27 voice in the ownership, use, care, management, operation, repair, inspection, supervision,
28 overview and control of the Subject Property.

1 33. That at all times herein mentioned, Defendants, and each of them, owned,
2 operated, managed and controlled the Subject Property and were in sole possession and control
3 of the premises and appurtenances thereto; that the Defendants invited members of the general
4 public, including plaintiff, to rent and/or occupy, either short or long-term, said premises; that
5 Defendants, and each of them, were responsible for and had a duty to warn Plaintiff and all
6 other Airbnb users that Defendant Alpat had a propensity for violence and unlawful behavior;
7 that they could be victims of crime at the Subject Property; that said premises were
8 unprotected; that Defendants did not properly vet one another.

9 34. That on February 26, 2020, Plaintiff was a paying lodger at the Subject Property
10 and was lawfully occupying said premises as a guest and invitee of Defendants, and each of
11 them.

12 35. That on or about February 26, 2020, the Defendants, and each of them, were
13 negligent and careless in the manner in which they owned, operated, supervised, maintained,
14 used, entrusted, managed, controlled, guarded, secured and attended to the premises, and the
15 said Defendants, and each of them, so negligently, carelessly and recklessly failed to warn
16 Plaintiff so that as a direct and proximate result of said negligence, carelessness and
17 recklessness of the Defendants, and each of them, and without fault of the Plaintiff, Plaintiff
18 was caused to be a victim of vicious physical attack and damages.

19 36. That as the sole, direct and proximate result of the negligence, carelessness and
20 recklessness of the Defendants, and each of them, as aforesaid and by reason of the incident
21 caused thereby, Plaintiff was sexually assaulted, battered, hurt and injured, all of which said
22 injuries have caused, and continue to cause, Plaintiff great mental, physical, emotional and
23 nervous pain and suffering. Plaintiff is informed and believes and thereon alleges that said
24 injuries will result in some permanent disability to Plaintiff and general damages in a sum to
25 be proven at time of trial and within the jurisdiction of this Court.

26 37. Defendants, and each of them, acted with conscious disregard to Plaintiff's
27 rights, causing severe harm and/or damage, with their acts as a substantial factor to Plaintiff
28 harm.

1 her arms into the bedroom of the apartment. Plaintiff begged him to let her go. Defendant
2 Alpat continued to grope and lick the Plaintiff, while telling her she could not leave

3 42. Finally, Plaintiff broke free, grabbed her belongings near the door, and fled the
4 Subject Premises. Plaintiff screamed for help and does not believe she was followed through
5 the hallway by Mr. Alpat.

6 43. Plaintiff called the police, gave her statement, took photos of her numerous
7 injuries and bruises, took the necessary tests to complete a rape kit, and identified Defendant
8 Alpat in a line-up. Ultimately, all evidence supported Plaintiff's statements and formal criminal
9 charges were filed against Defendant Alpat.

10 44. Plaintiff is informed and believes that engaged in the foregoing unlawful conduct
11 with the specific intent to sexually batter Plaintiff.

12 45. Under the circumstances, Plaintiff reasonably believed and feared that
13 Defendant Alpat was going to sexually batter her and she would be harmed and emotionally
14 distressed by his conduct. Ultimately, as alleged herein, Alpat did carry out the harm. Plaintiff
15 did not consent to the conduct and was, in fact, placed in apprehension of the imminent harmful
16 and offensive conduct and repeatedly begged to be let go. However, Defendant Alpat
17 continuously grabbed and battered Plaintiff.

18 46. As a direct and proximate result of Defendant's unlawful conduct, Plaintiff
19 suffered special and general damages, including physical injuries and extreme emotional
20 distress. Plaintiff continues to suffer from emotional distress and mental suffering, in an
21 amount to be determined at trial.

22 47. Defendant Alpat's conduct was oppressive, malicious, despicable, highly
23 reprehensible and done with the intent to subject Plaintiff to unjust hardship, and as such
24 warrants imposition of punitive and exemplary damages in an amount sufficient to punish De
25 La Hoya and deter all others from engaging in similar conduct.

26 48. Plaintiff is informed and believes that while doing the acts alleged above,
27 Defendant Alpat was acting as an employee and/or agent of all other Defendants, including
28 AirBNB and DOES 1-20, acting in the course and scope of his employment. Plaintiff is

1 informed and believes that Defendants knew, or should have known, that Defendant Alpat had
2 a propensity for the foregoing conduct—yet no steps were taken to control his conduct or to
3 protect Plaintiff from his unlawful conduct.

4 **THIRD CAUSE OF ACTION**

5 **SEXUAL BATTERY**

6 (Plaintiff Against All Defendants)

7 49. Plaintiff hereby repeats, re-alleges, and incorporates all preceding paragraphs of
8 this complaint as though fully set forth herein.

9 50. Civil Code Section 1708.5 (a) and (b) states: (a) A person commits a sexual
10 battery who does any of the following: (1) Acts with the intent to cause a harmful or offensive
11 contact with an intimate part of another, and a sexually offensive contact with that person
12 directly or indirectly results. (2) Acts with the intent to cause a harmful or offensive contact
13 with another by use of his or her intimate part, and a sexually offensive contact with that person
14 directly or indirectly results. (3) Acts to cause an imminent apprehension of the conduct
15 described in paragraph (1) or (2), and a sexually offensive contact with that person directly or
16 indirectly results. (b) A person who commits a sexual battery upon another is liable to that
17 person for damages, including, but not limited to, general damages, special damages, and
18 punitive damages.

19 51. On or about February 26, 2020, Defendant Alpat unlawfully and forcefully held
20 Plaintiff down against her wishes with the intent sexually batter her. Defendant Alpat
21 committed the foregoing conduct without Plaintiff's consent and, in fact, committed the
22 conduct against the explicit wishes and denial of consent. Defendant Alpat conduct was
23 committed with the intent to offend and harm Plaintiff. The foregoing conduct was a violation
24 of Civil Code Section 1708.5.

25 52. As alleged above, Defendant Alpat lunged at Plaintiff and grabbed her. While
26 holding her, Defendant Alpat began to touch, grope, sexually assault and sexually batter the
27 Plaintiff. Defendant Alpat also tried to tear off pieces of Plaintiff's clothing from her body.
28 Defendant Alpat also began to kiss and lick Plaintiff's neck, shoulders, chest, and face.

1 Throughout this sexual assault, Plaintiff begged to be let free. Defendant Alpat refused and
2 held her tighter against her will.

3 53. After about 2-3 minutes of being sexual assaulted and battered, Plaintiff was
4 finally able to break free for a moment, only to be grabbed again by Defendant Alpat again.
5 Plaintiff attempted to run towards the bathroom to grab her phone, but Defendant Alpat ran
6 after her, and physically picked her up in the air from behind, threw Plaintiff on the couch,
7 held her down, placed his body weight on her, and continued to sexually assault and batter her.
8 This went on for about 10 minutes, while Plaintiff struggled to be let free and begged to be let
9 go. Defendant Alpat asked her where she thought she was going, and also told plaintiff she
10 could not leave. After approximately 10 minutes, Plaintiff felt the grip of Defendant Alpat
11 loosen, and she broke free by throwing herself on the ground, bruising her back. Plaintiff tried
12 yet again to run, but Defendant Alpat ran after her again, blocked her path, and grabbed her
13 again. Defendant Alpat demanded that he have 2 more minutes, while trying to drag her by
14 her arms into the bedroom of the apartment. Plaintiff begged him to let her go. Defendant
15 Alpat continued to grope and lick the Plaintiff, while telling her she could not leave

16 54. Finally, Plaintiff broke free, grabbed her belongings near the door, and fled the
17 Subject Premises. Plaintiff screamed for help and does not believe she was followed through
18 the hallway by Mr. Alpat.

19 55. Plaintiff called the police, gave her statement, took photos of her numerous
20 injuries and bruises, took the necessary tests to complete a rape kit, and identified Defendant
21 Alpat in a line-up. Ultimately, all evidence supported Plaintiff's statements and formal criminal
22 charges were filed against Defendant Alpat.

23 56. Plaintiff is informed and believes that engaged in the foregoing unlawful conduct
24 with the specific intent to sexually batter Plaintiff.

25 57. Under the circumstances, Plaintiff reasonably believed and feared that
26 Defendant Alpat was going to sexually batter her and she would be harmed and emotionally
27 distressed by his conduct. Ultimately, as alleged herein, Alpat did carry out the harm. Plaintiff
28 did not consent to the conduct and was, in fact, placed in apprehension of the imminent harmful

1 and offensive conduct and repeatedly begged to be let go. However, Defendant Alpat
2 continuously grabbed and battered Plaintiff.

3 58. As a direct and proximate result of Defendant’s unlawful conduct, Plaintiff
4 suffered special and general damages, including physical injuries and extreme emotional
5 distress. Plaintiff continues to suffer from emotional distress and mental suffering, in an
6 amount to be determined at trial.

7 59. Defendant Alpat’s conduct was oppressive, malicious, despicable, highly
8 reprehensible and done with the intent to subject Plaintiff to unjust hardship, and as such
9 warrants imposition of punitive and exemplary damages in an amount sufficient to punish De
10 La Hoya and deter all others from engaging in similar conduct.

11 60. Plaintiff is informed and believes that while doing the acts alleged above,
12 Defendant Alpat was acting as an employee and/or agent of all other Defendants, including
13 AirBNB and DOES 1-20, acting in the course and scope of his employment. Plaintiff is
14 informed and believes that Defendants knew, or should have known, that Defendant Alpat had
15 a propensity for the foregoing conduct—yet no steps were taken to control his conduct or to
16 protect Plaintiff from his unlawful conduct.

17 **FOURTH CAUSE OF ACTION**

18 **GENDER VIOLENCE**

19 (Plaintiff Against All Defendants)

20 61. Plaintiff hereby restates, realleges, and incorporates by reference each and every
21 allegation contained in the paragraphs above, as though fully set forth herein.

22 62. As described above, Defendant Alpat committed violent sexual acts upon
23 Plaintiff that constitute criminal offenses.

24 63. California Civil Code section 52.4 states that gender violence is a “form of sex
25 discrimination” and means any of the following:

- 26 (1) One of more acts that would constitute a criminal offense under state law that has
27 an element the use, attempted use, or threatened use of physical force against the person
28 or property of another, committed at least in part based on the gender of the victim,

1 whether or not those acts have resulted in criminal complaints, charges, prosecution, or
2 conviction.

3 (2) *A physical intrusion or physical invasion of a sexual nature under coercive*
4 *conditions, whether or not those acts have resulted in criminal complaints, charges,*
5 *prosecution, or conviction.* [emphasis added]

6 64. As escribed herein, Plaintiff was sexually assaulted, battered, and subjected to a
7 physical intrusion and invasion of a sexual nature under forceful and coercive conditions by
8 Defendant Alpat.

9 65. As a direct and proximate result of Alpat's unlawful conduct, Plaintiff suffered
10 special and general damages, including physical injuries and extreme emotional distress.
11 Plaintiff continues to suffer from emotional distress and mental suffering, in an amount to be
12 determined at trial.

13 66. Defendant Alpat's conduct was oppressive, malicious, despicable, highly
14 reprehensible and done with the intent to subject Plaintiff to unjust hardship, and as such
15 warrants imposition of punitive and exemplary damages in an amount sufficient to punish
16 Alpat and deter all others from engaging in similar conduct.

17 67. Pursuant to Civil Code section 52.4(a), Plaintiff is entitled to reasonable
18 attorneys' fees as determined by the Court.

19 68. Plaintiff is informed and believes that while doing the acts alleged above,
20 Defendant Alpat was acting as an employee and/or agent of all other Defendants, including
21 AirBNB and DOES 1-20, acting in the course and scope of his employment. Plaintiff is
22 informed and believes that Defendants knew, or should have known, that Defendant Alpat had
23 a propensity for the foregoing conduct—yet no steps were taken to control his conduct or to
24 protect Plaintiff from his unlawful conduct.

25 **FIFTH CAUSE OF ACTION**

26 **FALSE IMPRISONMENT**

27 (Plaintiff Against All Defendants)

1 69. Plaintiff hereby repeats, re-alleges, and incorporates all preceding paragraphs of
2 this complaint as though fully set forth herein.

3 70. As alleged herein, on or about February 26, 2020, Defendant Alpat forcefully
4 grabbed, held, and would not allow Plaintiff to leave the premises. Moreover, Defendant Alpat
5 unlawfully and forcefully held Plaintiff down against her wishes with the intent sexually batter
6 her. Defendant Alpat committed the foregoing conduct without Plaintiff's consent and, in fact,
7 committed the conduct against the explicit wishes and denial of consent.

8 71. Defendant Alpat did intentionally, unlawfully—without privilege, and without
9 any reasonable cause, and without any justification—forcibly deprive Plaintiff of her freedom
10 of movement by use of physical force and threats without his consent. Plaintiff was compelled
11 to stay within the four walls of the Premises due to being physically restrained within the
12 apartment.

13 72. At no point did Plaintiff consent to Defendant's unreasonably violent actions
14 and suffered substantial harm.

15 73. As a direct and proximate result of Alpat's unlawful conduct, Plaintiff suffered
16 special and general damages, including physical injuries and extreme emotional distress.
17 Plaintiff continues to suffer from emotional distress and mental suffering, in an amount to be
18 determined at trial.

19 74. Defendant Alpat's conduct was oppressive, malicious, despicable, highly
20 reprehensible and done with the intent to subject Plaintiff to unjust hardship, and as such
21 warrants imposition of punitive and exemplary damages in an amount sufficient to punish
22 Alpat and deter all others from engaging in similar conduct.

23 75. Plaintiff is informed and believes that while doing the acts alleged above,
24 Defendant Alpat was acting as an employee and/or agent of all other Defendants, including
25 AirBNB and DOES 1-20, acting in the course and scope of his employment. Plaintiff is
26 informed and believes that Defendants knew, or should have known, that Defendant Alpat had
27 a propensity for the foregoing conduct—yet no steps were taken to control his conduct or to
28 protect Plaintiff from his unlawful conduct.

1 **SIXTH CAUSE OF ACTION**

2 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

3 (Plaintiff Against All Defendants)

4 76. Plaintiff hereby repeats, re-alleges, and incorporates all preceding paragraphs of
5 this complaint as though fully set forth herein.

6 77. The acts of Defendant Alpat, as alleged herein, were extreme, outrageous, and
7 beyond all bounds of decency tolerated in a civilized society.

8 78. Defendant intended to cause Plaintiff emotional distress, and/or acted with
9 reckless disregard of the probability that Plaintiff would suffer emotional distress.

10 79. Plaintiff suffered severe emotional distress, which continues to the present, and
11 Defendant Alpat's conduct was a substantial factor in causing her severe emotional distress.

12 80. As a direct and proximate result of Defendant's wrongful conduct, Plaintiff
13 suffered special and general damages, including physical injuries and mental suffering, and
14 continues to experience non-economic loss including mental suffering, in an amount to be
15 determined at trial.

16 81. Moreover, Defendant Alpat's conduct was malicious, oppressive, highly
17 reprehensible and done with the intent to subject Plaintiff to unjust hardship, and as such
18 warrants the imposition of punitive in an amount sufficient to punish Defendant Alpat and
19 deter all others from engaging in similar conduct.

20 82. Plaintiff is informed and believes that while doing the acts alleged above,
21 Defendant Alpat was acting as an employee and/or agent of all other Defendants, including
22 AirBNB and DOES 1-20, acting in the course and scope of his employment. Plaintiff is
23 informed and believes that Defendants knew, or should have known, that Defendant Alpat had
24 a propensity for the foregoing conduct—yet no steps were taken to control his conduct or to
25 protect Plaintiff from his unlawful conduct.

26 **SEVENTH CAUSE OF ACTION**

27 **VIOLATION OF CONSUMERS LEGAL REMEDIES ACT**

28 (Plaintiff Against all Defendants)

1 83. Plaintiff hereby repeats, re-alleges, and incorporates all preceding paragraphs of
2 this complaint as though fully set forth herein.

3 84. That Defendants, and each of them, made representations of material fact to the
4 public, including Plaintiff, that the Subject Property was safe and secure; the host of the
5 Subject Property and all host representatives were fully vetted; and that all persons staying at
6 the Subject Property were properly vetted, had no propensity for violence, and had no criminal
7 background.

8 85. That the representations of Defendants, and each of them, were, in fact, false.
9 The truth was that Airbnb did not investigate the safety and security of the Subject Property.
10 Airbnb did not investigate the safety of its renters; did not investigate nor vet the host or host
11 representatives who permissively reside and/or regularly visit the Subject Property.
12 Defendants, and each of them, failed to provide safeguards and/or warn plaintiffs of said
13 dangers.

14 86. That when Defendants, and each of them, made representations to the public,
15 including Plaintiff, which were not true and had no reasonable grounds for believing the
16 representations were true.

17 87. In justifiable reliance upon Defendants', and each of them, conduct and
18 representations, Plaintiff rented the Subject Property, and on February 25, 2020, Plaintiff
19 began renting the Subject Property.

20 88. Because of Plaintiff's reasonable reliance upon Defendants', and each of them,
21 representations and conduct, on February 25, 2020, the Subject Property was entered into and
22 attacked by Defendant Aplat.

23 89. Airbnb also includes unconscionable provisions in its terms of service in a
24 contract with its users including Plaintiff. Airbnb violated Consumers Legal Remedies Act by
25 (1) making false and misleading representations of the quality of the services that it provides,
26 (2) making advertisement that is misleading or likely to deceive a reasonable consumer, (3)
27 engaging in unlawful practice of engaging in the business of, act in the capacity of, advertise
28 as, or assume to act as a real estate broker or a real estate salesperson without first obtaining a

1 real estate license, in violation of Section 10130 of the California Business and Professions
2 Code; and (4) including unconscionable provisions in its contract with its users.

3 90. Plaintiff has relied on the misrepresentation and false and misleading
4 advertisement

5 91. That as a direct and legal consequence, Plaintiff sustained bodily injuries, fright,
6 fear, emotional distress and anxiety, past, present and future, according to proof; and general
7 damages, according to proof.

8 92. This Incident and Plaintiff's resulting physical injuries, past and future medical
9 care and treatment, and past and future pain, suffering, and distress was directly and
10 proximately caused, as alleged above, by Defendants.

11 93. As a direct, proximate, and legal result of the foregoing violations of mandatory
12 statutory duties by Defendants, Plaintiff suffered foreseeable, past and future, physical and
13 emotional injuries, general, special and incidental damages in an amount according to proof.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- A. For actual and compensatory damages according to proof;
- B. For economic and non-economic damages, according to proof;
- C. For restitution and disgorgement to the extent permitted by applicable law;
- D. For civil and statutory penalties available under applicable law;
- E. For pre-judgment and post-judgment interest;
- F. For an award of attorneys’ fees, costs and expenses as authorized by applicable law; and
- G. For punitive damages according to proof;
- H. For such other and further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff NATALIE WHITE hereby demands a jury trial.

DATED: July 15, 2021

KIRAKOSIAN LAW, APC

By: _____


GREG L. KIRAKOSIAN
RAFFI S. BATANIAN
Attorneys for Plaintiff
NATALIE WHITE