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**UNITED STATES DISTRICT COURT**  
**DISTRICT OF NEVADA**

AMY GILLER, *individually and on behalf of all*  
*others similarly situated,*

Plaintiff,

v.

AIRBNB, INC., *a Delaware corporation,*

Defendant.

Case No.:

**NOTICE OF REMOVAL**

Under 28 U.S.C. §§ 1332, 1441, and 1446, Defendant Airbnb, Inc. (“Airbnb”) gives notice of removal of this action, *Giller v. Airbnb, Inc.*, from the Eighth Judicial District Court, Clark County, Nevada to the United States District Court for the District of Nevada. Under Section 1446(a), Airbnb provides the following statement of the grounds for removal:

**BACKGROUND**

1. On June 10, 2024, Plaintiff Amy Giller on behalf of herself and a putative class of Nevada residents, filed a Class Action Complaint and Demand for Jury Trial in the Eighth Judicial District Court, Clark County, Nevada against Airbnb. A copy of the Complaint is attached as Exhibit 1.

2. Airbnb was served a copy of the Complaint on June 13, 2024. A copy of the proof of service filed by Plaintiff is attached as Exhibit 2.

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## VENUE AND JURISDICTION

3. Venue is proper in this Court under 28 U.S.C. §§ 84(a), 1391, 1441(a), and 1446(a) because the Clark County District Court, where the Complaint was filed, is a state court within the District of Nevada.

4. This Court has subject matter jurisdiction because (1) there is complete diversity of citizenship between Plaintiff and Defendant; (2) the amount in controversy exceeds \$75,000, exclusive of interest and costs; and (3) all other requirements for removal have been satisfied. 28 U.S.C. § 1332(a); *see also Serrano v. 180 Connect, Inc.*, 478 F.3d 1018, 1021 n.4 (9th Cir. 2007).

## GROUND FOR REMOVAL

### **I. There is complete diversity of citizenship between Plaintiff and Defendant.**

5. Federal courts have “original jurisdiction of all civil actions . . . between . . . citizens of different States.” 28 U.S.C. § 1332(a)(1). Here, Plaintiff is a citizen of Nevada and Defendant is a citizen of Delaware and California.

6. In a putative class action, only the citizenship of the named parties counts for purposes of determining complete diversity. *Serrano*, 478 F.3d at 1021 n.4 (citing *Snyder v. Harris*, 394 U.S. 332, 340 (1969)).

7. Plaintiff is a citizen of the State of Nevada. Ex. 1 (Compl.) ¶ 3.

8. For purposes of diversity jurisdiction, a corporation is a citizen of “every State . . . by which it has been incorporated and of the State . . . where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

9. Airbnb is a Delaware Corporation with its principal place of business in California. Ex. 1 (Compl.) ¶¶ 4-5. It is, therefore, a citizen of Delaware and California.

### **II The amount in controversy exceeds \$75,000.**

10. “[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014). “[W]hen a defendant seeks federal-court adjudication, the defendant’s amount-in-controversy allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Id.* at 87. “Importantly, th[e] ‘[a]mount at stake’ does not mean

likely or probable liability; rather, it refers to *possible* liability.” *Jauregui v. Roadrunner Transp. Servs., Inc.*, 28 F.4th 989, 994 (9th Cir. 2022) (quoting *Greene v. Harley-Davidson, Inc.*, 965 F.3d 767, 772 (9th Cir. 2020)). “The amount in controversy may include damages (compensatory, punitive, or otherwise) and the cost of complying with an injunction, as well as attorneys’ fees awarded under fee shifting statutes.” *Chavez v. JPMorgan Chase & Co.*, 888 F.3d 413, 416 (9th Cir. 2018) (internal quotation marks and citation omitted).

11. Here, Plaintiff alleges that the amount in controversy “[e]xceeds \$50,000.” Compl. at p. 1.

12. Plaintiff alleges that “Airbnb’s practice of facilitating the use of residential real estate for short-term rentals without the knowledge or consent of the owners of the real estate, and thereby obtaining revenue, without sharing any of the revenue with the owners of the real estate,” violates “contractual provisions prohibiting the properties from being rented out on a short-term basis and/or violate Nevada law and local laws governing short-term rentals in the cities and counties of Nevada.” *Id.* ¶ 1. Plaintiff brings four causes of action against Airbnb for unjust enrichment, violation of Nevada’s Deceptive Trade Practices Act, tortious interference with contractual relations, and declaratory relief. *Id.* ¶¶ 87-125.

13. With regard to Plaintiff’s claims for unjust enrichment and tortious interference with contractual relations, Plaintiff seeks attorneys’ fees and costs and “damages in excess of \$15,000.” *Id.* ¶¶ 94, 117. Plaintiff also seeks attorneys’ fees and costs under its claim for declaratory relief. *Id.* ¶ 125.

14. With regard to Plaintiff’s claim under the Nevada’s Deceptive Trade Practices Act, Plaintiff seeks attorneys’ fees and costs, compensatory damages “in excess of \$15,000,” as well as punitive damages “for the sake of example and by ways of punishing the defendant.” Compl. ¶¶ 102, 105. Nev. Rev. Stat. § 42.005(1) limits punitive damages to \$300,000.00 when “the amount of compensatory damages awarded to the plaintiff is less than \$100,000.” Plaintiff also seeks “damages on all profits derived from [Airbnb’s] knowing and willful engagement in a deceptive trade practice and treble damages on all damages suffered by reason of the deceptive trade practice.” Compl. ¶ 104.

1           15. In view of the above, “judicial experience and common sense dictate that the value  
2 of [Plaintiff’s] claims (as pled) more likely than not exceeds the minimum jurisdictional  
3 requirement.” *Roe v. Michelin N. Am., Inc.*, 613 F.3d 1058, 1066 (11th Cir. 2010).

4 **III. All other removal requirements are satisfied.**

5           16. A notice of removal “shall be filed within 30 days after the receipt by the defendant,  
6 through service or otherwise, of a copy of the initial pleading[.]” 28 U.S.C. § 1446(b)(1). Defendant  
7 was served a copy of the complaint on June 13, 2024 and files this Notice less than 30 days after.  
8 Ex. 2.

9           17. All defendants who have been properly joined and served must consent to removal.  
10 28 U.S.C. § 1446(b)(2)(A). Airbnb is the only named defendant and no other defendants have been  
11 joined.

12           18. By filing this Notice of Removal, Airbnb does not waive any defense that may be  
13 available to it and reserves all such defenses. If any question arises as to the propriety of the removal  
14 to this Court, Airbnb requests the opportunity to present a brief and oral argument in support of its  
15 position that this case has been properly removed.

16           19. Airbnb will give written notice of the filing of this Notice of Removal to all adverse  
17 parties of record in this matter and will file a copy of this Notice with the clerk of the state court.  
18 28 U.S.C. § 1446(d).

19 **CONCLUSION**

20 As this Court has jurisdiction over this matter, Airbnb removes this action from the Eighth  
21 Judicial District Court, Clark County, Nevada to the United States District Court for the District of  
22 Nevada.

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**CERTIFICATE OF SERVICE**

1. On July 12, 2024, I served the following document(s):

**NOTICE OF REMOVAL**

I served the above-named document(s) by the following means to the persons as listed below:

☒ a. **ECF System** (*attach the "Notice of Electronic Filing" or list all persons and addresses*):

David A. Carroll, Esq.  
[dcarroll@rrsc-law.com](mailto:dcarroll@rrsc-law.com)  
Anthony J. DiRaimondo, Esq.  
[adiraimondo@rrsc-law.com](mailto:adiraimondo@rrsc-law.com)  
Robert E. Opdyke (Nevada State Bar No. 12841)  
[ropdyke@rrsc-law.com](mailto:ropdyke@rrsc-law.com)  
**RICE REUTHER SULLIVAN  
& CARROLL, LLP**  
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Las Vegas, Nevada 89169  
Telephone: (702) 732-9099

George V. Granade, Esq.  
(*pro hac vice* to be filed)  
[ggranade@reesellp.com](mailto:ggranade@reesellp.com)  
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Michael R. Reese, Esq.  
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[mreese@reesellp.com](mailto:mreese@reesellp.com)  
**REESE LLP**  
100 West 93rd Street, 16th Floor  
New York, New York 10025  
Telephone: (212) 643-0500

*Counsel for Plaintiff and the Proposed Class*

☐ b. **United States mail, postage fully prepaid** (*list persons and addresses*):

☐ c. **Personal Service** (*List persons and addresses*):

☐ For a party represented by an attorney, delivery was made by handing the document(s) to the attorney or by leaving the document(s) at the attorney's office with a clerk or other person in charge, or if no one is in charge by leaving the document(s) in a conspicuous place in the office.

☐ For a party, delivery was made by handing the document(s) to the party or by leaving the document(s) at the person's dwelling house or usual place of abode with someone of suitable age and discretion residing there.

☐ d. **By direct email (as opposed to through the ECF system)** (*list persons and email addresses*):

1 Based upon the written agreement of the parties to accept service by email  
2 or a court order, I caused the document(s) to be sent to the persons at the  
3 email addresses listed below. I did not receive, within a reasonable time after  
4 the transmission, any electronic message or other indication that the  
5 transmission was unsuccessful. **A copy of which is attached hereto.**

6 ☐ e. **By fax transmission** (*list persons and fax numbers*):

7 Based upon the written agreement of the parties to accept service by fax  
8 transmission or a court order, I faxed the document(s) to the persons at the  
9 fax numbers listed below. No error was reported by the fax machine that I  
10 used. A copy of the record of the fax transmission is attached.

11 ☐ f. **By messenger:**

12 I served the document(s) by placing them in an envelope or package  
13 addressed to the persons at the addresses listed below and providing them to  
14 a messenger for service. (A declaration by the messenger must be attached  
15 to this Certificate of Service).

16 I declare under penalty of perjury that the foregoing is true and correct.

17 DATED July 12, 2024.

18 /s/ Agnes R. Wong

19 An Employee of FENNEMORE CRAIG, P.C.

# EXHIBIT 1

Electronically Filed  
6/10/2024 1:53 PM  
Steven D. Grierson  
CLERK OF THE COURT



**COMP**

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*Counsel for Plaintiff and the Proposed Class*

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

AMY GILLER, *individually and on behalf of*  
*all others similarly situated,*

Plaintiff,

v.

AIRBNB, INC., *a Delaware corporation,*

Defendant.

Case No.:

Dept. No.:

**CLASS ACTION COMPLAINT and  
DEMAND FOR JURY TRIAL**

**Exempt From Arbitration:**

(1) Amount in Controversy Exceeds  
**\$50,000**

(2) Declaratory and Injunctive Relief  
Requested



1 Plaintiff Amy Giller (“Plaintiff” or “Giller”), individually and on behalf of all others  
2 similarly situated (the “Class,” as defined below), by and through her attorneys of record, the law  
3 firms of Rice Reuther Sullivan & Carroll, LLP, and Reese LLP, files this Class Action Complaint  
4 against Defendant Airbnb, Inc. (“Defendant” or “Airbnb”), and hereby alleges as follows. Plaintiff  
5 bases the allegations herein on personal knowledge as to matters related to, and known to, her. As  
6 to all other matters, Plaintiff bases the allegations herein on information and belief, through  
7 investigation of her counsel. Plaintiff believes substantial evidentiary support exists for the  
8 allegations set forth herein, and she seeks a reasonable opportunity for discovery.

### 9 **NATURE OF THE ACTION**

10 1. This is a putative class action challenging Airbnb’s practice of facilitating the use  
11 of residential real estate for short-term rentals without the knowledge or consent of the owners of  
12 the real estate, and thereby obtaining revenue, without sharing any of the revenue with the owners  
13 of the real estate. As detailed below, Airbnb’s practices violate contractual provisions prohibiting  
14 the properties from being rented out on a short-term basis and/or violate Nevada law and local  
15 laws governing short-term rentals in the cities and counties of Nevada.

16 2. Giller brings this action both individually and on behalf of the Class to put a halt to  
17 Airbnb’s improper practices and to obtain remuneration for herself and the Class members on  
18 account of Airbnb’s unjust enrichment. Giller further alleges both individually and on behalf of  
19 the Class that Airbnb’s conduct violates Nevada’s Deceptive Trade Practices Act and constitutes  
20 tortious interference with contractual relations.

### 21 **PARTIES**

22 3. Plaintiff Amy Giller is a resident of Clark County, Nevada.

23 4. Defendant Airbnb, Inc., is a corporation operating under the laws of Delaware.

24 5. Airbnb’s principal place of business is located at 888 Brannan Street, San  
25 Francisco, California 94103.

### 26 **JURISDICTION AND VENUE**

27 6. This Court has jurisdiction over Airbnb because Giller resides in Clark County,  
28 Nevada, and a substantial part of the acts and omissions complained of herein occurred in Clark

County, Nevada. Thus, Airbnb has sufficient minimum contacts with this forum such that the exercise of personal jurisdiction over it will not offend the traditional notions of fair play and substantial justice.

7. Venue is proper in the Eighth Judicial District Court for the State of Nevada, County of Clark, because Giller resides in Clark County, Nevada, and a substantial part of the acts and omissions complained of herein occurred in Clark County, Nevada.

### **GENERAL ALLEGATIONS**

8. Through its website, [www.airbnb.com](http://www.airbnb.com), Airbnb enables its users (“Members”) to publish, offer, search for, and book services, including but not limited to short-term rentals of residential real estate.

9. Airbnb Members who publish and offer services on the Airbnb platform are “Hosts.”

10. According to Airbnb, an Airbnb “Superhost” is “a Host who goes above and beyond to provide excellent hospitality.” Airbnb, *About Superhosts* (2024), <https://www.airbnb.com/help/article/828>. A Host can “earn Superhost status by receiving positive reviews, being responsive, and avoiding cancellations.” *Id.* Airbnb selects Superhosts through its own review of Hosts; an application to Airbnb is not necessary to attain “Superhost” status. *Id.*

11. A service offered by a Host and published on the Airbnb website is a “Host Service” or a “Listing.”

12. Airbnb Members who search for, book, or use Host Services are “Guests.”

13. Describing itself on [www.airbnb.com](http://www.airbnb.com), Airbnb states:

Airbnb is a community based on connection and belonging. We take the safety of our Hosts and guests very seriously—***Hosts must meet and maintain quality standards, and all personal profiles and listings are verified.***

Airbnb, *Help Center: Guide: Getting started on Airbnb* (2024), <https://www.airbnb.com/help/article/3113> (emphasis added).

14. Despite its claim that “all personal profiles and listings are verified,” Airbnb is well aware that its Hosts include numerous persons who are not authorized to rent property on a short-term basis, for reasons including but not limited to the properties at issue are subject to leases that

1 include prohibitions on subletting and/or short-term rentals. Evidence of this knowledge on the  
2 part of Airbnb includes but is not limited to the following:

3 a. Within a part of the Airbnb terms and conditions titled “Host Terms,”  
4 Airbnb has included a section titled “Know Your Legal Obligations,” numbered Section 5.2. In  
5 that section, Airbnb states:

6 You are responsible for understanding and complying with any laws, rules,  
7 regulations, **and contracts with third parties** that apply to your Listing or Host  
8 Services. For example: **Some landlords and leases, or homeowner and**  
9 **condominium association rules, restrict or prohibit subletting, short-term rentals**  
10 **and/or longer-term stays. Some cities have zoning or other laws that restrict the**  
11 **short-term rental of residential properties.** Some jurisdictions require Hosts to  
register, get a permit, or obtain a license before providing certain Host Services  
(such as short-term rentals, longer-term stays, preparing food, serving alcohol for  
sale, guiding tours, or operating a vehicle). In some places, the Host Services you  
want to offer may be prohibited altogether.

12 Airbnb, *Terms of Service: Terms of Service Users outside of EEA, UK, and Australia* (Jan. 25,  
13 2024), <https://www.airbnb.com/help/article/2908#5> (emphasis added). Airbnb has made the  
14 representations above in its terms and conditions throughout the period from October 30, 2020, to  
15 the present. See Internet Archive, WayBack Machine, Airbnb, *Terms of Service: Terms of Service*  
16 *for Non-European Users* (Jan. 25, 2023), [https://web.archive.org/web/20240117173347/https://](https://web.archive.org/web/20240117173347/https://www.airbnb.com/help/article/2908#6)  
17 [www.airbnb.com/help/article/2908#6](https://web.archive.org/web/20240117173347/https://www.airbnb.com/help/article/2908#6) (captured Jan. 17, 2024); Internet Archive, WayBack  
18 Machine, Airbnb, *Terms of Service: Terms of Service for Non-European Users* (Feb. 10, 2022),  
19 <https://web.archive.org/web/20230122000923/https://www.airbnb.com/help/article/2908#6>  
20 (captured Jan. 22, 2023); Internet Archive, WayBack Machine, Airbnb, *Terms of Service: Terms*  
21 *of Service for Non-European Users* (Oct. 30, 2020), [https://web.archive.org/web/](https://web.archive.org/web/20220209080033/https://www.airbnb.com/help/article/2908#6)  
22 [20220209080033/https://www.airbnb.com/help/article/2908#6](https://web.archive.org/web/20220209080033/https://www.airbnb.com/help/article/2908#6) (captured Feb. 9, 2022).

23 b. Until January 25, 2024, Airbnb included an additional provision in its terms  
24 and conditions that stated, “If you are a Host, you are responsible for understanding and complying  
25 with all laws, rules, regulations **and contracts with third parties** that apply to your Host Services.”  
26 Internet Archive, WayBack Machine, Airbnb, *Terms of Service: Terms of Service for Non-*  
27 *European Users* (Jan. 25, 2023), [https://web.archive.org/web/20240117173347/https://](https://web.archive.org/web/20240117173347/https://www.airbnb.com/help/article/2908)  
28 [www.airbnb.com/help/article/2908](https://web.archive.org/web/20240117173347/https://www.airbnb.com/help/article/2908) (captured Jan. 17, 2024) (emphasis added); see also Internet

1 Archive, WayBack Machine, Airbnb, *Terms of Service: Terms of Service for Non-European Users*  
 2 (Feb. 10, 2022), [https://web.archive.org/web/20230122000923/https://www.airbnb.com/help/](https://web.archive.org/web/20230122000923/https://www.airbnb.com/help/article/2908)  
 3 [article/2908](https://web.archive.org/web/20230122000923/https://www.airbnb.com/help/article/2908) (captured Jan. 22, 2023); Internet Archive, WayBack Machine, Airbnb, *Terms of*  
 4 *Service: Terms of Service for Non-European Users* (Oct. 30, 2020), [https://web.archive.org/web/](https://web.archive.org/web/20220209080033/https://www.airbnb.com/help/article/2908/)  
 5 [20220209080033/https://www.airbnb.com/help/article/2908/](https://web.archive.org/web/20220209080033/https://www.airbnb.com/help/article/2908/) (captured Feb. 9, 2022).

6 c. Airbnb even has an “Airbnb Resident Hosting Program” in which it enables  
 7 landlords to obtain a share of the revenue from a tenant’s Listing if they so desire. According to  
 8 Airbnb:

9 Airbnb Resident Hosting is a program through which select building owners or  
 10 operators, and homeowners’ associations, have made their building(s) home-share  
 11 friendly for tenants and unit owners who want to host on Airbnb. This means that  
 12 your Program Administrator will give you their express support and collaboration  
 13 for you to host on Airbnb as long as you: (i) agree to and comply with your Program  
 14 Administrator’s rules (i.e., their Building Rules and the terms of your Program  
 15 Administrator’s home-share lease addendum), and (ii) give them a Revenue Share  
 16 (as defined below).

14 Airbnb, *Additional Terms of Service for the Airbnb Resident Hosting Program* (Aug. 25, 2021),  
 15 <https://www.airbnb.com/help/article/3094>. The Airbnb Resident Hosting Program has existed  
 16 since at least August 25, 2021. *Id.* Furthermore, the Airbnb Resident Hosting Program includes  
 17 provisions to keep landlords informed of their tenants’ activities. For example, the terms of the  
 18 program state, in Section 3.1:

19 By agreeing to participate in the Airbnb Resident Hosting Program, you give  
 20 Airbnb permission to disclose to your Program Administrator information about  
 21 your activities as a Host of each Participating Listing. For example, starting on the  
 22 date when you enroll in the Airbnb Resident Hosting Program, your Program  
 23 Administrator can receive information about your activities as a Host in a  
 24 Participating Listing, such as your name, information about your Participating  
 25 Listing, when you host, how much you earn, and information related to the Building  
 26 Rules. This information helps your Program Administrator understand how the  
 27 program is working, and account for their Revenue Share.

24 *Id.*

25 d. Airbnb acknowledges in its Form 10-K annual reports filed with the United  
 26 States Securities and Exchange Commission that risks related to its business include “private  
 27 groups, such as homeowners, landlords, and condominium and neighborhood associations,  
 28 adopting and enforcing contracts that prohibit or restrict home sharing” and “leases, mortgages,

1 and other agreements, or regulations that purport to ban or otherwise restrict home sharing.”  
 2 Airbnb, Annual Report (Form 10-K) 8-9 (Feb. 16, 2024); *see also* Airbnb, Annual Report (Form  
 3 10-K) 8-9 (Feb. 17, 2023) (same); Airbnb, Annual Report (Form 10-K) 11-13 (Feb. 25, 2022)  
 4 (same); Airbnb, Annual Report (Form 10-K) 12-14 (Feb. 26, 2021) (same). And later in the annual  
 5 reports, Airbnb again expressly recognizes: “Other private groups, such as homeowners, landlords,  
 6 and condominium and neighborhood associations, *have adopted contracts* or regulations *that*  
 7 *purport to ban or otherwise restrict short-term rentals, and third-party lease agreements between*  
 8 *landlords and tenants*, home insurance policies, and mortgages *may prevent or restrict the ability*  
 9 *of Hosts to list their spaces.*” Airbnb, Annual Report (Form 10-K) 12 (Feb. 16, 2024) (emphasis  
 10 added); *see also* Airbnb, Annual Report (Form 10-K) 12 (Feb. 17, 2023) (same); Airbnb, Annual  
 11 Report (Form 10-K) 15 (Feb. 25, 2022) (same); Airbnb, Annual Report (Form 10-K) 17 (Feb. 26,  
 12 2021) (same).

13 e. State and local law also require Airbnb to investigate its potential Hosts to  
 14 ensure they are authorized to rent out property on a short-term basis. For example, as discussed  
 15 below (*see infra* Nevada and Local Laws Governing Airbnb), the Las Vegas Municipal Code  
 16 mandates that Airbnb include within every Airbnb short-term rental Listing in Las Vegas the  
 17 “number of the City business license . . . for that rental.” LAS VEGAS, NEV., MUNICIPAL CODE  
 18 § 6.75.128(B)(1). A Host that wants to conduct a short-term rental of a property that is subject to  
 19 a lease or contract that prohibits subleasing or short-term rental of the property is ineligible for a  
 20 license to rent out that property on a short-term basis in Las Vegas. LAS VEGAS, NEV., MUNICIPAL  
 21 CODE § 6.75.020(D)(4) (“No person is eligible for a license under this Section if: . . . [i]ssuance of  
 22 the license *would violate a prohibition against such rentals* or a stricter limitation established by  
 23 the owner of a multifamily dwelling . . . .” (emphasis added)). For another example, the Clark  
 24 County Code of Ordinances requires the facilitators of short-term rentals, such as Airbnb, to verify  
 25 the short-term rental unit has been issued a short-term rental license. CLARK COUNTY, NEV., CODE  
 26 OF ORDINANCES § 7.110.080(a); *see also* HENDERSON, NEV., MUNICIPAL CODE § 19.9.4.F.2.z  
 27 (requiring hosting platforms such as Airbnb to “[r]equire that all users listing rentals on the  
 28 platform include the City issued registration number in any listing for a short-term vacation rental

on the platform and, effective July 1, 2022, the Secretary of State business license number”); WASHOE COUNTY, NEV., CODE § 110.319.10(h) (requiring application for short-term rental permit to include a “notarized certification from the property owner(s) that acknowledges or attests” to numerous aspects of compliance); DOUGLAS COUNTY, NEV., CODE § 20.622.040(B) (permit for short-term rental “must be issued only to owner(s)”). Airbnb knows, or should be charged with the knowledge, that numerous Hosts on its platform are not authorized to offer residential real estate for rent on a short-term basis.

15. Despite being well aware that many Hosts on [www.airbnb.com](http://www.airbnb.com) are not authorized to rent out property on a short-term basis, Airbnb nevertheless enables and facilitates these Hosts to post their illegal Listings on its platform; facilitates the advertising of, and advertises, these illegal Listings to potential Airbnb Guests; and facilitates the short-term rental of the subject properties, in defiance of legal and/or contractual prohibitions on such short-term rentals.

16. Airbnb collects handsome revenues from these improper and illegal activities. Airbnb’s fee structure takes two alternative forms:

a. **The split-fee structure.** In this structure, Airbnb splits its fees between the Host and the Guest. According to Airbnb, the split-fee structure is the “most common.” Airbnb, *Airbnb service fees* (2024), <https://www.airbnb.com/help/article/1857>. Airbnb typically charges its Hosts 3% of the “booking subtotal” for the Listing, which includes the nightly price set by the Host and any additional fees charged by the Host but excludes the “guest service fee” and taxes. *Id.* In addition, Airbnb charges its Guests a “guest service fee.” Airbnb has stated that in most cases, the guest service fee is under 14.2% of the booking subtotal, but it may be higher or lower depending on the booking. *Id.*

b. **The Host-only fee.** In the alternative to the split-fee structure, Airbnb deducts its entire fee from the Host payout. The amount deducted is typically 14% to 16%. Airbnb, *Airbnb service fees* (2024), <https://www.airbnb.com/help/article/1857>.

17. According to its most recent Form 10-K, Airbnb’s revenues in 2022 were \$8,399,000,000, and its revenues in 2023 were \$9,917,000,000. Airbnb, Annual Report (Form 10-K) 55 (Feb. 16, 2024). Airbnb’s adjusted Earnings Before Interest, Taxes, Depreciation, and

1 Amortization (“EBITDA”) in 2022 were \$2,903,000,000 and in 2023 were \$3,653,000,000. *Id.*

2 18. When Airbnb collects revenue from the Listing of a property that is subject to a  
3 lease or contract between the property’s owner (who is not the Airbnb Host) and a tenant that  
4 prohibits that property from being subleased or rented out on a short-term basis, Airbnb is  
5 obtaining revenue from the use of property that belongs neither to Airbnb nor the Airbnb Host.  
6 Indeed, in these circumstances, Airbnb is obtaining revenue from the short-term rental of property  
7 that the owner has expressly prohibited from being subleased or used for short-term rental  
8 purposes. Similarly, when Airbnb obtains revenue from the Listing of a landlord’s property by  
9 someone other than the landlord when the Listing and/or short-term rental violates Nevada and  
10 local law, Airbnb is obtaining revenue from conduct that is illegal and from the use of property  
11 that belongs neither to it nor to the Airbnb Host. In both of these circumstances, Airbnb is unjustly  
12 enriching itself by using the owner’s property, with no compensation to the owner.

13 19. Giller and the Class members are persons who own residential real property that is  
14 subject to prohibitions on subleasing and/or the short-term rental thereof. These prohibitions exist  
15 in contracts or leases and/or in Nevada and local law.

16 20. Despite these prohibitions, Airbnb and its Hosts, without the knowledge or consent  
17 of Giller or the Class members, used Giller’s and the Class members’ properties to carry out Airbnb  
18 short-term rentals for Airbnb Guests. Airbnb obtained revenues from these short-term rentals by  
19 charging Host fees and/or guest service fees. Airbnb did not, however, provide Giller and the Class  
20 members with any share of its revenues, despite the fact that it took advantage of Giller’s and the  
21 Class members’ properties to carry out the short-term rentals.

22 21. Airbnb’s improper and illegal conduct is ongoing.

23 **Nevada and Local Laws Governing Airbnb**

24 22. On June 4, 2021, Steve Sisolak, who was at that time the Governor of Nevada,  
25 signed Assembly Bill 363 (“AB 363”) from the 2021 Nevada State Legislative Session into law.

26 23. AB 363 applies to, among other things, “a county whose population is 700,000 or  
27 more,” NRS 244.35351(1), such as Clark County.

28 24. AB 363 also applies to “a city whose population is 25,000 or more in a county



1 whose population is 700,000 or more,” NRS 268.09791(1), such as the City of Las Vegas within  
2 Clark County.

3 25. AB 363 requires Nevada boards of county commissioners to “adopt and enforce an  
4 ordinance regulating: (a) [t]he rental of a residential unit or a room within a residential unit for the  
5 purposes of transient lodging in the county; and (b) [a]ccommodations facilitators.” NRS  
6 244.353545(1)(a)-(b).

7 26. Similarly, AB 363 requires Nevada city councils or other governing bodies of  
8 incorporated cities to “adopt and enforce an ordinance regulating: (a) [t]he rental of a residential  
9 unit or a room within a residential unit for the purposes of transient lodging in the incorporated  
10 city; and (b) [a]ccommodations facilitators.” NRS 268.09795(1)(a)-(b).

11 27. On June 21, 2022, Clark County enacted Ordinance No. 4959, which regulates the  
12 short-term rental industry. *See* CLARK COUNTY, NEV., CODE OF ORDINANCES chs. 7.100, 7.110. In  
13 enacting Ordinance No. 4959, the Clark County Board of Commissioners found that “[t]he primary  
14 function of residential development in Clark County is to provide permanent, affordable housing  
15 for the residents of the county” and that “[t]he commercial use of residential development for  
16 transient lodging is inconsistent with this purpose and constricts the availability of affordable  
17 housing.” CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.010(a).

18 28. Similarly, on August 17, 2022, the City of Las Vegas enacted Ordinance No. 6815,  
19 which amended city law governing short-term residential rentals. *See* LAS VEGAS, NEV.,  
20 MUNICIPAL CODE ch. 6.75.

21 29. Similarly, the City of Henderson revised its regulations regarding short-term  
22 vacation rentals after the enactment of the AB 363, and most of these provisions became effective  
23 on July 1, 2022. *See* HENDERSON, NEV., CODE OF ORDINANCES §§ 19.9.4.F, 19.35, 19.37.

24 30. Similarly, on June 15, 2022, the City of North Las Vegas enacted Ordinance No.  
25 3127, which amended city law to allow for the operation of a short-term rental with the approval  
26 of a conditional use permit. *See* NORTH LAS VEGAS, NEV., MUNICIPAL CODE § 17.20.030.F.16.

27 **Definitions**

28 31. Under Clark County Code of Ordinances section 7.100.020, “short-term rental



unit” means “a residential unit or room within a residential unit that is made available for rent for thirty consecutive days or less.” CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.020(r).

32. Under Las Vegas Municipal Code section 6.75.010, “short-term residential rental” means “the commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the unit for a period of less than thirty-one consecutive calendar days,” and the term “also includes the renting or occupancy of a residential unit or a room within a residential unit for purposes of transient lodging, as described in Assembly Bill 363 of the 2021 Session of the Nevada Legislature.” LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.010. The Las Vegas Municipal Code further provides that “[a] short-term residential rental qualifies as transient lodging and is included in the definition thereof.” *Id.*

33. Under Henderson Code of Ordinances section 19.9.4.F.1, a “short-term vacation rental” is “[a] permanent residential dwelling unit or any portion of such dwelling unit, rented for occupancy for a period of less than 30 consecutive calendar days, or, in February, less than 28 consecutive calendar days, counting portions of a day as full days, regardless of whether a permanent resident is also present during the period of occupancy.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.1.

34. Under North Las Vegas Municipal Code section 17.32.030, a “short-term rental” is “any residential dwelling unit or part thereof that is rented out for a period of less than thirty (30) days at a time.” NORTH LAS VEGAS, NEV., MUNICIPAL CODE § 17.32.030.

35. Under AB 363, “accommodations facilitator” means “a person, other than the owner, lessee or other lawful occupant of a residential unit, or a manager of a residential unit, who, for a fee or other charge, brokers, coordinates, makes available or otherwise arranges for the rental of the residential unit or a room within a residential unit for the purpose of transient lodging,” and the term “includes, without limitation, a hosting platform.” NRS 244.35352; *accord* NRS 268.09792. Clark County has enacted a similar definition, CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.020(c), and so have Las Vegas, LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.010, and Henderson, HENDERSON, NEV., CODE OF ORDINANCES § 19.37.1.S.

36. Under AB 363, “hosting platform” means “a person who, for a fee or other charge, provides on an Internet website an online platform that facilitates the rental of a residential unit or a room within a residential unit by an owner or lessee of the residential unit for the purposes of transient lodging, including, without limitation, through advertising, matchmaking or other means.” NRS 244.35353; *accord* NRS 268.09793. Clark County has enacted a similar definition, CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.020(j), and so have Las Vegas, LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.010, and Henderson, HENDERSON, NEV., CODE OF ORDINANCES § 19.37.1.S.

37. Airbnb is an “accommodations facilitator” under NRS 244.35352, NRS 268.09792, Clark County Code of Ordinances section 7.100.020(c), Las Vegas Municipal Code section 6.75.010, and Henderson Code of Ordinances section 19.37.1.S, and it offers a “hosting platform” as defined in NRS 244.35353, NRS 268.09793, Clark County Code of Ordinances section 7.100.020(j), Las Vegas Municipal Code section 6.75.010, and Henderson Code of Ordinances section 19.37.1.S.

#### **Clark County**

38. The Clark County Code of Ordinances requires persons, such as Airbnb Hosts, who are in the business of operating short-term rental units to obtain and maintain a valid unexpired business license for every such short-term rental unit, CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.030 (“No person shall engage in the business of operating a short-term rental unit without first obtaining and thereafter maintaining a valid unexpired business license pursuant to this chapter.”); *see also* CLARK COUNTY, NEV., CODE OF ORDINANCES §§ 7.100.090, 7.100.140, 7.100.220(a) (“Any residential unit or room within a residential unit which is operated as a short-term rental unit without a valid unexpired short-term rental license issued pursuant to this chapter constitutes a public nuisance.”), as well as a business license issued by the State of Nevada, CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.100.170(l).

39. The Clark County Code of Ordinances mandates that all short-term rental licensees “shall include” information “in any advertisement for the short-term rental unit” including “[t]he short-term rental license number and the state business license number.” CLARK COUNTY, NEV.,

1 CODE OF ORDINANCES § 7.100.170(s)(1)(I).

2 40. Furthermore, the Clark County Code of Ordinances requires short-term rental  
3 licenses to “only be issued to eligible property owners,” which are defined to “include only those  
4 natural persons, business entities, or personal or family trusts identified as the owner(s) of the  
5 residential unit as determined by the records of the Clark County Assessor as of the date of the  
6 application for a short-term rental license,” with other certain restrictions not germane here. CLARK  
7 COUNTY, NEV., CODE OF ORDINANCES § 7.100.060.

8 41. The Clark County Code of Ordinances imposes duties on an accommodations  
9 facilitator, such as Airbnb, to comply with the following:

10 a. “Before listing or advertising a short term rental unit, verify that the short  
11 term rental unit has been issued a valid unexpired short-term rental license.” CLARK COUNTY,  
12 NEV., CODE OF ORDINANCES § 7.110.080(a).

13 b. “Require that all listings and advertisements include the short-term rental  
14 license number and state business license number and the maximum occupancy limitations for the  
15 residential unit.” CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.110.080(b).

16 c. “Deactivate all listings which lack a valid state or county business license  
17 number, or which the department otherwise requests the licensee remove, within five business  
18 days of receipt of the request . . . .” CLARK COUNTY, NEV., CODE OF ORDINANCES § 7.110.080(c).

19 42. And the Clark County Code of Ordinances expressly prohibits Airbnb from  
20 facilitating a short-term property rental if the short-term rental unit has not been issued a license.  
21 The Code provides: “No person may accept or facilitate the payment of consideration in exchange  
22 for the use or listing of a short-term rental if the residential unit or room within the residential unit  
23 has not been issued a short-term rental license pursuant to Chapter 7.100 of this code.” CLARK  
24 COUNTY, NEV., CODE OF ORDINANCES § 7.110.090.

25 **City of Las Vegas**

26 43. The Las Vegas Municipal Code requires persons, such as Airbnb Hosts, who are in  
27 the business of offering or operating short-term residential rentals to have a valid unexpired license  
28 for every such short-term residential rental unit. LAS VEGAS, NEV., MUNICIPAL CODE

§ 6.75.020(A) (“No person shall engage in the business of offering or operating a short-term residential rental without first obtaining and thereafter maintaining a valid unexpired license pursuant to this Chapter for each short-term residential rental unit.”).

44. And the Las Vegas Municipal Code prohibits anyone from obtaining a license to rent out a property on a short-term basis when the property is subject to a prohibition against short-term rental. LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.020(D)(4) (“No person is eligible for a license under this Section if: . . . [i]ssuance of the license would violate a prohibition against such rentals or a stricter limitation established by the owner of a multifamily dwelling . . .”).

45. Furthermore, the Las Vegas Municipal Code generally requires a short-term rental licensee to be the owner of the rented property and to occupy that property as the licensee’s primary residence. LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.020(C) (“Except as otherwise permitted by City ordinance and State law for existing licensees, no person is eligible for a license for a short-term residential rental under this Chapter unless the person qualifies as an owner of the parcel on which the short-term residential unit is located and is a resident occupying that unit as his or her primary residence.”).

46. The Las Vegas Municipal Code requires an accommodations facilitator to “[i]nclude within the listing of any short-term residential rental located within the City” the “number of the City business license issued . . . for that rental.” LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.128(B)(1). Similarly, the Las Vegas Municipal Code mandates that “[a]ll written or visual advertising for the short-term residential rental must include the business license number assigned to the rental unit.” LAS VEGAS, NEV., MUNICIPAL CODE § 6.75.090(I).

#### **City of Henderson**

47. Under the Henderson Code of Ordinances, “[a]ny property owner wishing to operate a short-term vacation rental must register its property with the City,” and “[e]ffective July 1, 2022, all registrants must obtain a State of Nevada business license.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.2.b; *see also* HENDERSON, NEV., CODE OF ORDINANCES §§ 19.9.4.F.3 (“Operation of a short-term vacation rental requires a registration with the City that must be renewed on an annual basis . . .”), 19.9.4.F.3.b.

48. And under the Henderson Code of Ordinances, “[o]nly the property owner of record, as listed in the Clark County Assessor’s records at the time of registration may register a short-term vacation rental.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.2.c.

49. Under the Henderson Code of Ordinances, “[t]he City-issued registration number and, effective July 1, 2022, the Secretary of State business identification number shall be listed within the property description on any advertisement for the short-term vacation rental.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.2.m.

50. The Henderson Code of Ordinances requires a hosting platform, such as Airbnb, to “[r]equire that all users listing rentals on the platform include the City issued registration number in any listing for a short-term vacation rental on the platform and, effective July 1, 2022, the Secretary of State business license number.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.2.z.i.

51. Furthermore, the Henderson Code of Ordinances requires a hosting platform, such as Airbnb, to “[e]nsure the deactivation of all short-term vacation rental listings that lack a registration number by doing one of the following”: (a) “[c]heck the listed registration number against the City’s registry . . . and deactivate any short-term vacation rental listing that lacks a registration number that appears on the City’s registry”; or (b) “[d]eactivate any short-term vacation rental listing that lacks a registration number within seven days of receiving notice from the City.” HENDERSON, NEV., CODE OF ORDINANCES § 19.9.4.F.2.z.ii(a)-(b).

#### **City of North Las Vegas**

52. Under the North Las Vegas Municipal Code, “[o]nly the property owner may apply for the conditional use permit” for a short-term rental. NORTH LAS VEGAS, NEV., MUNICIPAL CODE § 17.20.030.F.16.a; *see also* NORTH LAS VEGAS, NEV., MUNICIPAL CODE §§ 17.16.040.A, 17.16.040.E, 17.20.030.C.

#### **Other Local Jurisdictions**

53. Other local jurisdictions have similar requirements that either prohibit persons other than the owner of real property from conducting short-term rental operations or impose licensing requirements to prevent unauthorized persons from engaging in short-term rentals. *See, e.g.,*

WASHOE COUNTY, NEV., CODE §§ 110.319.10(h) (requiring application for short-term rental permit to include a “notarized certification from the property owner(s) that acknowledges or attests” to numerous aspects of compliance), 110.319.15(a)(1) (a short-term rental may not be advertised or operated without a permit), 110.319.15(a)(5) (only the property owner may be the recipient of the short-term rental permit), 110.319.15(a)(10) (all short-term rental advertisements must include the permit number at the top); DOUGLAS COUNTY, NEV., CODE §§ 20.622.030(A) (permit required to rent out property for 28 days or less), 20.622.030(E)(1) (property may not be advertised as a short-term rental without a permit), 20.622.040(B) (permit for short-term rental “must be issued only to owner(s)”).

**Airbnb Routinely Violates Local Nevada Law**

54. Airbnb routinely fails to comply with the requirements of local Nevada law.

55. Airbnb’s Hosts routinely violate the license requirements of local law, including provisions requiring a short-term rental license number to be displayed in advertising for the short-term rental.

56. Airbnb routinely violates requirements of local law such as Clark County Code of Ordinances section 7.110.080(a), which requires Airbnb, before listing or advertising any short-term rental unit, to verify the short-term rental unit has been issued a valid unexpired short-term rental license, and section 7.110.090, which prohibits Airbnb from accepting or facilitating payment in exchange for the use or listing of a short-term rental if the unit has not been issued a short-term rental license.

57. Airbnb is aware of the licensing and display requirements in Nevada but chooses to ignore the violations on its website. *See, e.g.,* Airbnb, “*Pending*” or “*exempt*” license or registration numbers on listings (2024), <https://www.airbnb.com/help/article/1634>; Airbnb, *Las Vegas, NV* (2024), <https://www.airbnb.com/help/article/906>; Airbnb, *Washoe County, NV* (2024), <https://www.airbnb.com/help/article/3088>.

**PLAINTIFF'S EXPERIENCE**

58. Since February 19, 2020, Giller has owned a single family home located at 10609 Golden Aspen Court, Las Vegas, Nevada 89129 ("10609 Golden Aspen Court" or the "Premises").

59. In June 2021, Giller listed 10609 Golden Aspen Court for rent.

60. The Premises are subject to certain Covenants, Conditions, & Restrictions ("CC&Rs"), including a prohibition on short-term rentals. For this reason, Giller sought to rent the Premises on a long-term basis (i.e., not less than a one-year rental period).

61. Giller's listing was met with a significant amount of interest, and Giller provided several prospective tenants with tours of the Premises.

62. Shelly Fang ("Fang") was one of the applicants to rent the Premises. She did not come with anyone else when she toured the Premises, but explained that the Premises would be rented for her mother. Fang said she lived close by, so it was a convenient location for her mother, who would babysit and help with Fang's children.

63. On June 15, 2021, Giller received \$2,500 from Fang via Zelle to hold the Premises while Giller and Fang could execute appropriate lease documentation.

64. On June 21, 2021, Giller created the written lease agreement ("Lease") based on a form Nevada Standard Lease Agreement and sent it to Fang. Fang sent it back with the signature of her mother, Nikky Kung ("Kung").

65. The Lease provides that the Premises were to be occupied strictly as a residential dwelling by Kung, and there were no other occupants permitted.

66. The Lease provides that "Tenant shall not be able to sublet the Premises without the written consent from the Landlord."

67. The Lease further provides that "Tenant shall not assign this Lease without the prior written consent of the Landlord."

68. In addition to the Lease having been countersigned by Fang's mother Kung, Giller also received additional funds applicable for the last month's rent and a security deposit.

69. On June 17, 2022, the Lease was renewed through Fang. Giller received the signed renewal with Kung's signature, which was again sent to Giller through Fang. The monthly rent



1 remained the same.

2       70. On May 1, 2023, the Lease was renewed again. This time, Fang requested to be  
3 added as a tenant/occupant. Giller allowed Fang to join, with a monthly increase in the rent. Neither  
4 Fang nor Kung signed this Lease; however, Giller received e-mail confirmation from Fang  
5 agreeing to the new terms. Giller received timely rental payments each month.

6       71. On Sunday, November 5, 2023, Giller went to the Premises to do landscaping.  
7 Giller did this type of maintenance every six months and would notify Fang via text message in  
8 advance of her visits to the Premises. While Giller was trimming the shrubs in the front yard, Giller  
9 observed four strangers entering and leaving the house freely via the use of the security punch  
10 code on the front door.

11       72. The events on November 5th seemed suspicious to Giller. After giving it more  
12 thought, Giller searched the website of Airbnb and located the Premises as available for a short-  
13 term rental, with Fang identified as the Airbnb “Superhost.”

14       73. Via text message, Giller confronted Fang, but she did not reply.

15       74. Giller proceeded to notify Airbnb via the company’s website.

16       75. On November 6, 2023, Airbnb responded as follows (in pertinent part):

17               Thank you for following up regarding this matter. Amy we can see  
18               that you have opted to not share your contact information with the  
19               Host.

20               Airbnb is an online platform and does not own, operate, manage or  
21               control accommodations, nor do we verify private contract terms or  
22               arbitrate complaints from third parties.

23               We do, however, require Hosts to represent that they have all the  
24               rights to list their accommodations. As such, we take these types of  
25               complaints seriously and are committed to notifying Hosts when we  
26               receive them.

27               However, we regret to inform you that without being able to share  
28               your contact details with the Host, we will be unable to proceed  
29               further with communicating your complaint to the Host.

30       76. In subsequent electronic communications with Giller, Airbnb refused to take any  
31 action with respect to Fang without Giller’s contact information.

32       77. Giller then proceeded to contact Fang on the Airbnb website. Fang then responded



1 by texting and calling Giller. Fang apologized, said she planned on telling Giller about doing the  
 2 short-term rentals with Airbnb, and wanted to work out a deal. Giller told Fang that Giller would  
 3 be proceeding with eviction proceedings.

4 78. After the eviction notice was served, Giller met Fang at the Premises and did a walk  
 5 through. Giller did not notice any major damage at that time. The keys and garage door opener  
 6 were returned. Giller gave Fang a cashier's check made out to Kung for the prorated last month's  
 7 rent. Giller did not return the security deposit of \$1,650.

8 79. Neither Fang nor Kung was properly licensed under Las Vegas Municipal Code  
 9 6.75.020(A) to rent out the Premises on a short-term basis. Indeed, Las Vegas Municipal Code  
 10 6.75.020(D)(4) prohibits Fang and Kung from obtaining such a license because renting out the  
 11 Premises on a short-term basis would violate a provision of the governing lease that prohibits such  
 12 rentals.

13 80. Airbnb also violated Las Vegas Municipal Code 6.75.128(B)(1) and 6.75.090(I)  
 14 when it advertised Fang's Listing because the Listing did not include the number of a valid  
 15 unexpired business license for the short-term rental of the Premises.

16 81. Airbnb, without the knowledge or consent of Giller, used Giller's Premises to carry  
 17 out Airbnb short-term rentals for Airbnb Guests. Airbnb obtained revenues from these short-term  
 18 rentals by charging Host fees and/or guest service fees. Airbnb did not, however, provide Giller  
 19 with any share of its revenues, despite the fact that it took advantage of Giller's Premises to carry  
 20 out the short-term rentals.

### 21 **CLASS ACTION ALLEGATIONS**

22 82. Plaintiff brings this action pursuant to Nevada Rule of Civil Procedure 23 on behalf  
 23 of herself and a proposed class defined as follows:

24 **The Class.** All persons in the State of Nevada, who currently own  
 25 or previously owned property that was rented out on a short-term  
 26 basis by an Airbnb Host, when the Host was prohibited from renting  
 out the property on a short-term basis, during the period from June  
 10, 2020, to the present.

27 83. Excluded from the Class are: (a) Defendant, Defendant's board members,  
 28 executive-level officers, and attorneys, and immediate family members of any of the foregoing

persons; (b) governmental entities; (c) the Court, the Court's immediate family, and the Court staff; and (d) any person that timely and properly excludes himself or herself from the Class in accordance with Court-approved procedures.

84. Plaintiff reserves the right to alter the Class definition as she deems necessary at any time to the full extent that the Nevada Rules of Civil Procedure and applicable law allow.

85. Certification of Plaintiff's claims for class-wide treatment is appropriate because Plaintiff can prove the elements of her claims on a class-wide basis using the same evidence as individual Class members would use to prove those elements in individual actions alleging the same claims.

86. Certification of this action as a class action is appropriate under Nevada Rule of Civil Procedure 23 for the following reasons:

a. **NRCP Rule 23(a)(1).** The Class is so numerous that joinder of all members of the Class is impracticable. The U.S. Census Bureau American Community Survey estimates that there were 482,281 renter occupied housing units in Nevada from 2017 to 2021. U.S. CENSUS BUREAU AM. CMTY. SURV., *B25003: Tenure: 2021: ACS 5-Year Estimates Detailed Tables: Nevada*, [https://data.census.gov/table/ACSDT5Y2021.B25003?t=Owner/Renter%20\(Tenure\)&g=040XX00US32](https://data.census.gov/table/ACSDT5Y2021.B25003?t=Owner/Renter%20(Tenure)&g=040XX00US32); see also E. Fadali, *Tenure and Type of Structure for Nevada Renter Households* at 4 (Dec. 21, 2022), <https://housing.nv.gov/uploadedFiles/housingnewnv.gov/Content/Programs/HDB/HDB202TenureTypeofStructureNevadaOccupiedHouseholds20221219.pdf>. And a search of Clark County Listings on [www.airbnb.com](http://www.airbnb.com) on June 9, 2024, revealed over 1,000 Listings. A search of Listings for Washoe County on [www.airbnb.com](http://www.airbnb.com) on June 9, 2024, revealed 417 Listings, and a search of Listings for Douglas County on [www.airbnb.com](http://www.airbnb.com) on June 9, 2024, revealed 423 Listings. It is likely that there are more than forty class members, if not hundreds of class members.

b. **NRCP Rule 23(a)(2) & (c)(3).** The case involves common questions of law and fact that are capable of class-wide resolution. These questions predominate over any questions affecting only individual Class members. Common legal and factual questions include but are not limited to:

- i. whether Airbnb engaged in the conduct alleged herein;
  - ii. whether, as a result of Airbnb's actions and omissions, Airbnb has been unjustly enriched at the expense of Plaintiff and the Class members;
  - iii. whether Airbnb's conduct constitutes deceptive trade practices in violation of Nevada law;
  - iv. whether Plaintiff and the Class members are entitled to monetary relief; and
  - v. whether Plaintiff and the Class members are entitled to equitable relief, including but not limited to injunctive relief.
- c. The class action mechanism is superior to other available means for the fair and efficient adjudication of this controversy for reasons including but not limited to the following:
- i. The damages individual Class members suffered are small compared to the burden and expense of individual prosecution of the complex and extensive litigation needed to address Defendant's conduct.
  - ii. Further, it would be virtually impossible for the Class members individually to redress effectively the wrongs done to them. Even if Class members themselves could afford such individual litigation, the court system could not. Individualized litigation would unnecessarily increase the delay and expense to all parties and to the court system and presents a potential for inconsistent or contradictory rulings and judgments. By contrast, the class action device presents far fewer management difficulties, allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court.
  - iii. The prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual Class members, which would establish incompatible standards of conduct for Defendant.
  - iv. The prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them that would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications or that would substantively impair or impede their ability to protect their interests.
- d. **NRCP Rule 23(a)(3).** Giller's claims are typical of the claims of the Class as a whole. Giller's claims arise from the same acts and/or omissions of Defendant as do the claims of the Class. Furthermore, there are no defenses available to Airbnb that are unique to Giller.

e. **NRCP Rule 23(a)(4).** Plaintiff will fairly and adequately protect the interests of the Class and will vigorously prosecute the suit on behalf of the Class. Plaintiff and her legal counsel know of no conflicts of interest between Plaintiff and the Class members concerning the relief sought in this Complaint. Giller is jointly represented by Rice Reuther Sullivan & Carroll, LLP, and Reese LLP. The attorneys for Plaintiff are capable and experienced litigators, are attorneys of good reputation, and have experience successfully representing parties in courts in complex litigation. Plaintiff's attorneys have resolved numerous class actions within both federal and state court. Plaintiff's attorneys have identified and thoroughly investigated all claims in this action, and have committed sufficient resources to represent the Class.

f. **NRCP Rule 23(c)(2).** A class action is appropriate under NRCP Rule 23(c)(2) because Airbnb has acted and refused to act on grounds generally applicable to the Class, making injunctive and declaratory relief with respect to the entire Class appropriate.

g. **Notice** – Plaintiff and her counsel anticipate that notice to the proposed Class will be effectuated through recognized, Court-approved notice dissemination methods, which may include United States mail, electronic mail, Internet postings, and/or published notice.

## **CLAIMS FOR RELIEF**

### **FIRST CLAIM FOR RELIEF**

#### **Unjust Enrichment**

#### **Against Airbnb (by Giller Individually and on Behalf of the Class)**

87. Giller realleges and hereby incorporates by reference all prior allegations in this Complaint as if they were fully set forth herein.

88. Giller brings this claim against Airbnb on behalf of the Class for unjust enrichment.

89. Unjust enrichment is the unjust retention of a benefit of another against the fundamental principles of justice or equity and good conscience. "Benefit" in this context is a broad term encompassing almost any form of advantage.

90. As discussed above, despite the contractual provisions and/or other applicable laws that prohibited Giller's and the Class members' tenants from subleasing Giller's and the Class members' properties and/or from renting them out on a short-term basis, Airbnb and its Hosts,

1 without the knowledge or consent of Giller or the Class members, used Giller's and the Class  
2 members' properties to carry out Airbnb short-term rentals for Airbnb Guests. Airbnb obtained  
3 revenues from these short-term rentals by charging Host fees and/or guest service fees. Airbnb did  
4 not, however, provide Giller and the Class members with any share of its revenues, despite the fact  
5 that it took advantage of Giller's and the Class members' properties to carry out the short-term  
6 rentals.

7 91. Giller and the Class members each conferred benefits on Airbnb when Airbnb  
8 Hosts rented out Giller's and the Class members' properties on a short-term basis using Airbnb's  
9 platform. The benefits conferred on Airbnb included but were not limited to the Host fees and/or  
10 guest service fees that Airbnb obtained through the short-term rentals, and the unauthorized use of  
11 Giller's and the Class members' properties to carry out the short-term rentals.

12 92. Airbnb appreciated the benefits Giller and the Class members conferred on it.  
13 Airbnb facilitated the short-term rentals of Giller's and the Class members' properties by its Guests  
14 and kept the revenues it obtained therefrom.

15 93. Under the circumstances, acceptance and continued retention by Airbnb of these  
16 benefits would be against the fundamental principles of justice or equity and good conscience.  
17 Airbnb gained the benefits by taking advantage of Giller's and the Class members' properties by  
18 using them for short-term rental purposes without Giller's and the Class members' knowledge or  
19 permission, in violation of the terms of Giller's and the Class members' leases, and/or in violation  
20 of Las Vegas and Nevada law. It would be inequitable for Airbnb to retain these improperly gained  
21 benefits. Instead, the benefits should be paid to Giller and the Class members to compensate them  
22 for the improper, unauthorized, and illegal use of their properties.

23 94. Giller and the Class members seek damages in excess of \$15,000.

24 95. It has been necessary for Giller to retain the services of the law firms of Rice  
25 Reuther Sullivan & Carroll, LLP, and Reese LLP to bring this Class Action Complaint.  
26 Accordingly, Giller seeks to recover her reasonable attorneys' fees and costs incurred herein.  
27  
28

**SECOND CLAIM FOR RELIEF**

**Violation of Nevada's Deceptive Trade Practices Act**

**NRS 41.600, NRS 598.0903-.0999**

**Against Airbnb (by Giller Individually and on Behalf of the Class)**

96. Giller realleges and hereby incorporates by reference all prior allegations in this Complaint as if they were fully set forth herein.

97. Giller brings this claim for violation of Nevada's Deceptive Trade Practices Act, NRS 598.0903-.0999, against Airbnb on behalf of the Class, pursuant to NRS 41.600.

98. Airbnb engaged in deceptive trade practices in the course of its business, including but not limited to the following:

a. Airbnb violated NRS 598.0915(1), which prohibits a person from knowingly passing off goods or services for sale or lease as those of another person, in the course of its business. Airbnb passed off the Airbnb Hosts' short-term rental properties as those of the Airbnb Hosts, when in fact the properties belonged to Giller and the Class members. Airbnb knew or should have known that the properties in fact belonged to Giller and the Class members, and not the Airbnb Hosts.

b. Airbnb violated NRS 598.0915(2), which prohibits a person from knowingly making a false representation as to the source, sponsorship, approval or certification of goods or services for sale or lease, in the course of its business. Airbnb made false representations that the Airbnb Hosts were authorized to offer and provide the properties at issue for short-term rentals, when in fact they were not so authorized and, instead, were prohibited from undertaking such short-term rentals. Airbnb knew or should have known the Hosts did not have authorization to engage in the short-term rentals and, instead, were prohibited from such activities.

c. Airbnb violated NRS 598.0915(3), which prohibits a person from knowingly making a false representation as to affiliation, connection, association with or certification by another person, in the course of its business. Airbnb made false representations that the Airbnb Hosts were authorized to offer and provide the properties at issue for short-term rentals, when in fact they were not so authorized and, instead, were prohibited from undertaking

1 such short-term rentals. Airbnb knew or should have known the Hosts did not have authorization  
2 to engage in the short-term rentals and, instead, were prohibited from such activities.

3 d. Airbnb violated NRS 598.0915(5), which prohibits a person from  
4 knowingly making a false representation as to the characteristics, ingredients, uses, benefits,  
5 alterations or quantities of goods or services for sale or lease or a false representation as to the  
6 sponsorship, approval, status, affiliation or connection of a person therewith, in the course of its  
7 business. Airbnb made false representations that the Airbnb Hosts were authorized to offer and  
8 provide the properties at issue for short-term rentals, when in fact they were not so authorized and,  
9 instead, were prohibited from undertaking such short-term rentals. Airbnb knew or should have  
10 known the Hosts did not have authorization to engage in the short-term rentals and, instead, were  
11 prohibited from undertaking the short-term rentals.

12 e. Airbnb violated NRS 598.0915(15), which prohibits a person from  
13 knowingly making any other false representation in a transaction, in the course of its business.  
14 Airbnb made false representations that the Airbnb Hosts were authorized to offer and provide the  
15 properties at issue for short-term rentals, when in fact they were not so authorized and, instead,  
16 were prohibited from undertaking such short-term rentals. Airbnb knew or should have known the  
17 Hosts did not have authorization to engage in the short-term rentals and, instead, were prohibited  
18 from undertaking the short-term rentals.

19 f. Airbnb violated NRS 598.092(8), which prohibits a person from knowingly  
20 misrepresenting the legal rights, obligations or remedies of a party to a transaction, in the course  
21 of its business. Airbnb misrepresented that the Airbnb Hosts were authorized to offer and provide  
22 the properties at issue for short-term rentals, when in fact they were not so authorized and, instead,  
23 were prohibited from undertaking such short-term rentals. Airbnb knew or should have known the  
24 Hosts did not have authorization to engage in the short-term rentals and, instead, were prohibited  
25 from undertaking the short-term rentals.

26 g. Airbnb violated NRS 598.0923(1)(a), which prohibits a person from  
27 knowingly conducting their business without all required state, county, or city licenses. Airbnb  
28 facilitated the short-term rental of Giller's and the Class members' properties, even though its



1 Hosts did not in fact have required licenses to be able to undertake such short-term rentals.

2 h. Airbnb violated NRS 598.0923(1)(b), which prohibits a person from  
3 knowingly failing to disclose a material fact in connection with the sale or lease of goods or  
4 services, in the course of its business. Airbnb made false representations that the Airbnb Hosts  
5 were authorized to offer and provide the properties at issue for short-term rentals, when in fact  
6 they were not so authorized and, instead, were prohibited from undertaking such short-term rentals.  
7 Airbnb knew or should have known the Hosts did not have authorization to engage in the short-  
8 term rentals and, instead, were prohibited from undertaking the short-term rentals.

9 i. Airbnb violated NRS 598.0923(1)(c), which prohibits a person from  
10 knowingly violating a state or federal statute or regulation relating to the sale or lease of goods or  
11 services. As discussed above, Airbnb's conduct violates Nevada law. Airbnb knew or should have  
12 known its conduct at issue violates Nevada law.

13 99. Airbnb owed a statutory duty to refrain from committing deceptive trade practices  
14 in the course of its business.

15 100. Because Airbnb continues to undertake and to facilitate the deceptive, improper,  
16 and illegal conduct at issue throughout Nevada, Airbnb's deceptive trade practices are a substantial  
17 threat to the public at large.

18 101. Giller and the Class members are each a "victim of consumer fraud" for purposes  
19 of NRS 41.600(1) because Giller and the Class members are each a victim of deceptive trade  
20 practices defined in NRS 598.0915, NRS 598.092, and NRS 598.0923, as set forth above. *See* NRS  
21 41.600(2)(e).

22 102. As a direct and proximate result of Airbnb's deceptive trade practices, Giller and  
23 the Class members have been damaged, and Giller therefore seeks compensatory damages on  
24 behalf of herself and the Class members.

25 103. Giller, on behalf of the Class members, also seeks equitable relief, including an  
26 injunction to put a stop to Airbnb's conduct.

27 104. Giller, on behalf of the Class members, also seeks "damages on all profits derived  
28 from [Airbnb's] knowing and willful engagement in a deceptive trade practice and treble damages



on all damages suffered by reason of the deceptive trade practice.” NRS 598.0999(3).

105. Further, because Airbnb’s conduct constitutes oppression, fraud, and/or malice, “in addition to the compensatory damages,” Giller seeks “damages for the sake of example and by way of punishing the defendant [Airbnb].” NRS 42.005(1).

106. Giller and the Class members seek damages in excess of \$15,000.

107. It has been necessary for Giller to retain the services of the law firms of Rice Reuther Sullivan & Carroll, LLP, and Reese LLP to bring this Class Action Complaint. Accordingly, Giller seeks to recover her reasonable attorneys’ fees and costs incurred herein. NRS 41.600(3)(c).

### **THIRD CLAIM FOR RELIEF**

#### **Tortious Interference with Contractual Relations**

##### **Against Airbnb (by Giller Individually and on Behalf of the Class)**

108. Giller realleges and hereby incorporates by reference all prior allegations in this Complaint as if they were fully set forth herein.

109. Giller brings this claim for tortious interference with contractual relations against Airbnb on behalf of the Class.

110. Under Nevada law, the elements of a claim for tortious interference with contractual relations are: (1) a valid and existing contract, (2) the defendant’s knowledge of the contract, (3) intentional acts intended or designed to disrupt the contractual relationship, (4) actual disruption of the contract, and (5) resulting damage.

111. Giller, on the one hand, and Kung (and later Fang and Kung), on the other, had a valid and existing contract under which Kung (and later Fang and Kung) was leasing the Premises from Giller, and under which Kung (and later Fang and Kung) was prohibited from subleasing the Premises or renting the Premises out on a short-term basis. Each of the Class members likewise had a valid and existing contract with a tenant under which the tenant was permitted to lease the Class member’s property but was prohibited from subleasing it or renting it out on a short-term basis.

112. Airbnb was, or should have been, aware of the contracts between Giller and the

Class members and their respective tenants. For example, as discussed above, Airbnb’s terms of service, its “Resident Hosting Program,” and its Form 10-K filings evidence that Airbnb knew or should have known that the properties that its Hosts try to rent out on a short-term basis are routinely subject to leases or contracts that prohibit them from being subleased or rented out on a short-term basis.

113. Despite this knowledge, Airbnb systematically, as part of its business model, disregarded the rights of Giller and the Class members under their contracts discussed above.

114. Airbnb’s systematic violation of Nevada and local law (*see supra* Nevada and Local Laws Governing Airbnb) as a part of the design and conduct of its business, and Airbnb’s systematic disregard for the contracts of Giller and the Class members as part of the design and conduct of its business, are aggravating circumstances that warrant a finding that Airbnb engaged in intentional acts intended or designed to disrupt the contractual relationships of Giller and the Class members, on the one hand, and their tenants, on the other.

115. As a result of Airbnb’s tortious interference with Giller’s and the Class members’ contracts, Giller and the Class members suffered damages, and Giller therefore seeks compensatory damages on behalf of herself and the Class members.

116. Giller, on behalf of the Class members, also seeks equitable relief, including an injunction to put a stop to Airbnb’s conduct.

117. Giller and the Class members seek damages in excess of \$15,000.

118. It has been necessary for Giller to retain the services of the law firms of Rice Reuther Sullivan & Carroll, LLP, and Reese LLP to bring this Class Action Complaint. Accordingly, Giller seeks to recover her reasonable attorneys’ fees and costs incurred herein.

#### **FOURTH CLAIM FOR RELIEF**

##### **Declaratory Relief**

##### **Against Airbnb (by Giller Individually and on Behalf of the Class)**

119. Giller realleges and hereby incorporates by reference all prior allegations in this Complaint as if they were fully set forth herein.

120. Giller brings this claim for declaratory relief against Airbnb on behalf of the Class.

121. “Courts of record within their respective jurisdictions shall have power to declare rights, status and other legal relations whether or not further relief is or could be claimed.” NRS 30.030. “The declaration may be either affirmative or negative in form and effect; and such declarations shall have the force and effect of a final judgment or decree.” *Id.*; *see also* NRS 30.070 (courts possess “general powers” to “terminate . . . controversy or remove an uncertainty”).

122. “Any person interested under a deed, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.” NRS 30.040(1).

123. An actual and justiciable controversy exists here because Airbnb’s systematic violation of Nevada and local law (*see supra* Nevada and Local Laws Governing Airbnb) as a part of the design and conduct of its business, and Airbnb’s systematic disregard for the contracts of Giller and the Class members as part of the design and conduct of its business, are violations of the legal rights of Giller and the Class members.

124. This controversy is ripe for adjudication and a judicial determination is necessary to declare the legal rights of Giller and the Class members and the damages resulting therefrom. Further, injunctive relief is necessary and appropriate to put a stop to Airbnb’s illegal conduct.

125. It has been necessary for Giller to retain the services of the law firms of Rice Reuther Sullivan & Carroll, LLP, and Reese LLP to bring this Class Action Complaint. Accordingly, Giller seeks to recover her reasonable attorneys’ fees and costs incurred herein.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of herself and the Class, prays for the following relief:

1. Certification of this case as a class action pursuant to Nevada Rule of Civil Procedure 23;
2. A declaration that Defendant is financially responsible for notifying the Class members of the pendency of this suit;
3. A declaration that Defendant has committed the violations of law alleged herein;

4. Judgment in favor of Plaintiff and the Class and against Defendant;
5. Monetary damages, including but not limited to any compensatory, incidental, and/or consequential damages, in an amount to be proven;
6. Punitive or exemplary damages in accordance with proof and in an amount consistent with applicable precedent;
7. Any and all equitable monetary relief the Court deems appropriate;
8. Any and all injunctive relief the Court deems appropriate;
9. Pre-judgment and post-judgment interest, as allowed by law;
10. An award of attorneys' fees and costs; and
11. All such other remedies and relief that the Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

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

Date: June 10, 2024

Respectfully submitted,

By: /s/ David A. Carroll

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# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Airbnb Lawsuit Claims Site Enables Profits from Unauthorized Hosts Who Post Illegal Short-Term Rental Listings](#)

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