

IN THE CIRCUIT COURT FOR THE
15TH JUDICIAL CIRCUIT IN AND FOR
PALM BEACH COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 50:2022-CA-011956

LYDIE LAVENIR,
as Personal Representative of the
Estate of **ENORA LAVENIR,**

Plaintiff,

v.

JURY TRIAL DEMANDED

AIRBNB, INC., a foreign profit corporation,
HOMEAWAY.COM, INC.,
a foreign profit corporation d/b/a Vrbo,
RONALD CORTAMILIA, YULIA TIMPY,
OFFICE AND HOUSE SERVICES “LLC”.,
a Florida limited liability company,
VALERIYA BAZAROVA, LIBIA FAIGG,
AARON KORNHAUSER, LINDSAY FAIRCHILD,
KEVIN HOLMAN, EDWIN DAVIS, RUSLAN DIPP,
CHARLES REZOAGLI, and NICHOLAS EPLER,

Defendants.

THIRD AMENDED WRONGFUL DEATH COMPLAINT

Plaintiff hereby sues Defendants Airbnb, Inc., Homeaway.com, Inc., Ronald Cortamilia, Yulia Timpy, Office and House Services “LLC.”, Valeriya Bazarova, Libia Faigg, Aaron Kornhauser, Lindsay Fairchild, Kevin Holman, Edwin Davis, Ruslan Dipp, Charles Rezoagli, and Nicholas Epler for damages, and further states as follows:

INTRODUCTION

When Lydie Lavenir rented an upscale Airbnb rental in Wellington, Florida for her family, she was promised a safe home where the strictest cleaning protocols were followed, and parties were never allowed. Unbeknownst to her, the home where she and her husband brought their young

children and baby had a history of being used as a party house and had just days earlier hosted at least a dozen adults who used cocaine and other drugs throughout the rental. Just hours after check-in, on August 7, 2021, Lydie's 19-month-old daughter, Enora, died after coming into contact with Fentanyl residue that was left in their Airbnb rental before their arrival.

THE PARTIES

1. This is a wrongful death action for damages in excess of this Court's jurisdictional minimum limit of \$30,000, exclusive of costs and interest, brought, in part, pursuant to Florida's Wrongful Death Act, § 768.16 *et seq.*, and is otherwise within the jurisdiction of this Court.

2. Plaintiff Lydie Lavenir was and is over the age of 18 years and is otherwise *sui juris*. Plaintiff Lydie Lavenir is the mother of Enora Lavenir (hereinafter referred to as "Enora"), and is, or will soon be, the Personal Representative of her Estate. Plaintiff Lydie Lavenir is a survivor of Enora, pursuant to Fla. Stat. § 768.18(1), because she is a surviving parent. Lydie brings this action on behalf of herself and all survivors, including Enora's father, Boris Lavenir.

3. At all times material, Defendant Airbnb, Inc. (hereinafter "Airbnb"). was and is a foreign profit corporation, registered and authorized to do business in Florida.

4. At all times material, Airbnb advertises, promotes, and rents out real properties located in Palm Beach County and throughout counties in the State of Florida and throughout the world, and authors and sends information and emails that promote properties in Florida.

5. At all times material, Airbnb advertised, listed, promoted, and coordinated the rental of a residence located at 1618 The Twelfth Fairway, Wellington, Florida 33414 (hereinafter the "subject premises" or "subject property").

6. At all times material, Defendant Homeaway.com, Inc. was and is a foreign profit corporation registered and authorized to do business in Florida, and was doing business as Vrbo (hereinafter Defendant Vrbo).

7. At all times material, Vrbo advertises, promotes, and rents out real properties in Palm Beach County and throughout the world, and authors and sends information and emails that promote properties in Florida.

8. At all times material, Vrbo advertised, listed, promoted, and coordinated the rental of the subject premises.

9. At all times material, Defendant Ronald M. Cortamilia was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

10. At all times material, Defendant Ronald M. Cortamilia owned, maintained, controlled, operated, and rented out the subject premises, and is thereby subject to the jurisdiction of this Court.

11. At all times material, Defendant Yulia A. Timpy was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

12. At all times material, Defendant Yulia A. Timpy managed, controlled, maintained, operated, and rented out the subject premises, and was responsible for the rental of the subject premises.

13. At all times material, Defendant Office and House Services “LLC”. (“hereinafter Defendant OHS) was and is a Florida limited liability company authorized to do business in Florida.

14. At all times material, Defendant OHS was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family's stay.

15. At all times material, Defendant Valeriya Bazarova was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

16. At all times material, Defendant Valeriya Bazarova was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family's stay.

17. At all times material, Defendant Libia Faigg was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

18. At all times material, Defendant Libia Faigg was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family's stay.

19. At all times material, Defendant Aaron Kornhauser was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

20. At all times material, Defendant Lindsay Fairchild was and is a resident of Tennessee, over the age of 18 years, and is otherwise *sui juris*.

21. At all times material, Defendant Kevin Holman was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

22. At all times material, Defendant Edwin Davis was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

23. At all times material, Defendant Ruslan Dipp was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

24. At all times material, Defendant Charles Rezoagli was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

25. At all times material, Defendant Nicholas Epler was and is a resident of Florida, over the age of 18 years, and is otherwise *sui juris*.

GENERAL ALLEGATIONS

Background of Airbnb

26. Airbnb is a global brokerage marketplace that allows property owners (referred to as “hosts”) to make their properties available for rent to customers (referred to as “guests”). Airbnb advertises, promotes, lists, and rents over six million listings in 191 countries, and on any given night two million guests stay in Airbnb rentals. For each booking, Airbnb collects a three percent commission from its hosts, and up to a 14 percent service fee from its guests.

27. Through its online platform, Airbnb collects information from hosts and guests and uses that information, along with its own content, to create and advertise its millions of listings. Guests are invited to insert into the platform information to assist with their booking—such as date, location, and guest count—and then receive from Airbnb a list of available options with photographs and additional information for each.

28. Airbnb’s customers include families and guests of all ages, and at the time of booking Airbnb requires each guest to be accounted for as an adult, child, or infant.

29. Airbnb’s business model involves sending guests into properties owned and controlled by hosts. In these situations, Airbnb owes a duty to exercise reasonable care and due diligence with respect to the premises that it rents, promotes, and advertises. Airbnb has acknowledged this duty and has represented to the public that it has measures in place for the safety of its guests:

- a) “Keeping our Airbnb family safe is one of our top priorities.”
<https://www.airbnb.com/help/article/1308>.
- b) “Working to keep our global community safe, both online and offline, is a top priority for Airbnb. ... To help prevent issues, we use our technology and machine learning to assess the risk of every reservation before it’s confirmed.”
<https://www.airbnb.com/d/safetoshareyourplace>.
- c) “We run home safety workshops with hosts and local fire departments to equip our community with the latest advice from leading experts.”
<https://www.airbnb.com/d/safetoshareyourplace>.
- d) “Airbnb’s commitment to the safety and security of guests and hosts includes a global team of safety and security experts and a full range of safety practices including reviews, insurance, a host guarantee, and 24/7 global response and assistance.”
- e) Airbnb holds out to the public Nick Shapiro as its Global Head of Trust and Risk Management, and informs the public at nearly every opportunity that “he was previously the CIA’s Deputy Chief of Staff and Senior Advisor to former CIA Director John Brennan” and “has served on the National Security Council staff and was a White House spokesman for President Obama.”
<https://news.airbnb.com/perfect-strangers-how-airbnb-is-building-trust-between-hosts-and-guests/>.
- f) “[W]e need to maximize transparency so that travelers know exactly what they’re getting. ... [W]e need our community to know they are not alone—no matter what happens.”

30. Despite Airbnb’s pledge to make safety a top priority and “maximize transparency so that travelers know exactly what they’re getting,” the company is virtually silent when it comes to alerting guests to the substantial, known drug use occurring in its rentals.

Widespread Drug Use in Airbnb Rentals

31. Airbnb has known for years that drug use is prevalent in its properties, including those same properties that are rented out to families with children and infants.

32. Airbnb possessed actual or constructive knowledge that it facilitated drug use in its rentals—as well as unchecked and uncontrolled parties where drug use occurs—through its property sharing services.

33. In an August 2020 article announcing a “party ban” with no meaningful enforcement mechanism, Airbnb acknowledged that “[s]ome have chosen to take bar and club behavior to homes, sometimes rented through our platform.” <https://news.airbnb.com/airbnb-announces-global-party-ban/>.

34. Airbnb’s knowledge is also demonstrated through its website’s community discussion boards, where hundreds of posts sounded the alarm on drugs being used, sold, manufactured, and left behind in Airbnb properties, such as a few of the following listed by title:

- a) Drug lab
- b) Drug Use and House Rules – Not upheld by Airbnb
- c) Another drug fueled party in Calgary
- d) Damage after drug fueled party in London
- e) How should I deal with/rate guest who left illegal drugs and paraphernalia
- f) AIRBNB LACKS HOST SUPPORT – FRAUDULENT GUEST WITH FIREARMS, THEFT FROM MY NEIGHBORS, FENTANYL, METH, HEROINE
- g) How to clean after drug use in a property
- h) Airbnb Advocates Drug Usage .. per customer service ...
- i) Guests using Airbnb to receive drug deliveries
- j) Drug Dealing in Property and Air Bnb has done nothing to support
- k) Serious Complaint about Drug use and NO HELP from AirBandB
- l) Smoking and making meth
- m) Guests and illegal drugs
- n) Illegal Drug Use and MIA Guests
- o) Guest Drug Use

- p) Drug use, broken rules
- q) Underage drinking & drugs
- r) Guests doing drugs in your rental
- s) Drug dealing homeless people for the second time
- t) Guests using guest house to sell drugs
- u) Guest review – smoking and drugs in property!
- v) Dealing with drug using guests in your home

35. At all times material, Airbnb possessed actual or constructive knowledge that drugs, paraphernalia, and residue are frequently left behind in rentals, that there is a substantial risk of them being left behind, and that when they are left behind they pose a fatal risk to future guests, especially children and infants. Numerous posts on Airbnb’s community discussion boards confirm Airbnb’s actual or constructive knowledge, a few of which are below:

- a) On September 2, 2016, Susan⁴⁶ wrote that drugs left behind on her property “could have been a serious situation had someone (think child) found the needles and poked themselves. Help!”
- b) On February 6, 2018, Leah³⁹ also warned Airbnb after finding “drugs on table and a bong” that she was “concerned about future guests.”
- c) On May 31, 2018, Jess⁷⁸ posted that recent guests used heroin or meth on her property and possibly even manufactured it in a bedroom, and that she was concerned with “future guests unwittingly finding needles or something hidden away in a place I didn’t look.” In response, two other users warned of the dangers of Fentanyl, noting that even a tiny amount of accidental exposure could cause death.
- d) On February 23, 2020, JoAnna⁵⁰⁴ from Medford, Oregon posted that “a guest and her many unauthorized guests smoked either meth or heroin in [her] suite.” JoAnna⁵⁰⁴ continued that her rental required professional, and possibly hazmat, cleaning for the protection of future guests.
 - 1) Michelle⁵³ from Chicago, Illinois responded as follows: “I don’t mean to be an alarmist, but you should consider hiring someone who has experience with this

kind of cleanup, especially since the drug Fentanyl has been introduced into the heroin-using community.”

- e) On December 24, 2017, Susan778 from Lynnwood, Washington posted that a guest “left needles and empty drug bag in dresser after check out[,] what do I do!” Another host, Sarah 3883 from Kansas, responded that she also had found needles in her rental.
- f) On March 16, 2016, Matt-and-Heidi0 in Farmington, Utah posted that guests had smoked pot in their house and that they found evidence of additional drug use.
- g) On April 22, 2022, Emily1638 posted that she found evidence of fentanyl and meth left behind in her property.
- h) On March 23, 2018, Chelsey11 from Richmond, Virginia posted that she found what appeared to be a bag of cocaine after a guest left.
- i) On September 13, 2021, Kevin2172 from Oakland, California posted that a guest left behind a cocaine spoon in the bedroom.

Background of Vrbo

36. Vrbo is a brokerage marketplace similar to Airbnb that allows property owners (referred to as “hosts”) to make their properties available for rent to customers (referred to as “guests”). Vrbo advertises, promotes, lists, and rents listings throughout the country, and for each booking Vrbo collects a commission from its hosts and service fee from its guests. Many properties that are listed on Vrbo and simultaneously listed on Airbnb.

37. Vrbo’s business model involves sending guests into properties owned and controlled by hosts. In these situations, Vrbo owes a duty to exercise reasonable care to all guests and foreseeable future guests—including those renting the subject premises through other platforms such as Airbnb—to use due diligence with respect to the premises that it rents, promotes, and advertises.

38. Vrbo has known for years that drug use is prevalent in its properties, including those same properties that are rented out to families with children and infants.

39. Vrbo possessed actual or constructive knowledge that it facilitated drug use in its rentals—as well as unchecked and uncontrolled parties where drug use occurs—through its property sharing services.

40. At all times material, Vrbo possessed actual or constructive knowledge that drugs, paraphernalia, and residue are frequently left behind in rentals, that there is a substantial risk of them being left behind, and that when they are left behind they pose a fatal risk to future guests, especially children and infants.

41. In or about June 2021, Vrbo and Airbnb announced a partnership to address party houses, whereby the two companies would share important information on listings to address the “community threat” caused by repeat party house offenders.

America’s Fentanyl Crisis

42. “Fentanyl is the single deadliest drug threat our nation has ever encountered,” said DEA Administrator Anne Milgram.

43. The drug was originally developed for pain management treatment for cancer patients but has been abused in alarming numbers because of its powerful opioid properties. It is 50 times more potent than heroin and 100 times more potent than morphine.

44. Illicitly manufactured Fentanyl is commonly sold in powder or pill form. It looks just like, and is sometimes mistaken for, other drugs, and is often mixed in with other drugs such as cocaine.

45. Only two milligrams of Fentanyl is considered a potentially lethal dose, and the drug is particularly dangerous for someone who does not have a tolerance to opioids. According to the CDC, 66 percent of American drug overdoses in 2021 were caused by synthetic opioids like

Fentanyl, which killed nearly 200 people per day for a total of approximately 71,238 deaths in 2021, a 23 percent increase from the previous year.

46. Children exposed to Fentanyl are dying all over the country. See <https://www.businessreport.com/business/louisianas-dcfs-head-resigns-after-second-child-dies-from-fentanyl> (November 2022 – 20-month-old and two-year-old in Louisiana); <https://www.kktv.com/2022/09/27/mom-charged-toddlers-fentanyl-overdose-death-police-say/> (September 2022 – 22-month-old boy in Iowa); <https://www.dea.gov/press-releases/2022/08/18/oklahoma-couple-charged-second-degree-murder-childs-fentanyl-overdose> (August 2022 – six-year-old boy in Oklahoma); <https://www.blackhillsfox.com/2022/08/07/parents-child-who-died-fentanyl-charged-with-murder/> (August 2022 – 15-month-old baby in Northern California); <https://www.fox5vegas.com/2022/07/14/las-vegas-police-say-child-found-dead-after-ingesting-fentanyl-laced-pill-while-alone-hotel-room/> (July 2022 – Child three to four years old in Nevada); <https://www.nbc15.com/2022/07/12/parents-arrested-after-child-dies-fentanyl-exposure-authorities-say/> (July 2022) – 18-month-old baby in Wisconsin); <https://www.kktv.com/2022/07/01/18-month-old-child-colorado-springs-child-dies-fentanyl-overdose/> (July 2022 – 15-month-old baby in Colorado); <https://www.newsobserver.com/news/nation-world/national/article262956833.html> (June 2022 – 15-month-old toddler); <https://www.cbsnews.com/sanfrancisco/news/shocking-north-bay-toddler-death-latest-reminder-of-fentanyl-crisis/> (May 2022 – 15-month-old baby girl in California); <https://www.nytimes.com/2021/12/02/nyregion/father-charged-toddler-fentanyl-death.html> (“In just the past few months [at the end of 2021], fentanyl and other opioids have been

linked to the deaths of an 11-month-old girl in South Carolina, a 10-month-old in Pennsylvania, a two-year-old boy in Indiana and a 15-month-old boy in California.”).

47. “A fentanyl overdose can happen very quickly with a very small amount of the drug, DCF Commissioner Vanessa Dorantes said. ‘Children are constantly putting their hands in their mouth,’ Dorantes said. Fentanyl is so lethal that even a small amount of residue left on a table or on someone’s hands can kill a small child quickly if first responders do not recognize the signs, DCF officials said. ‘When a child is lethargic, it can come across that it’s something else,’ Dorantes said.” <https://www.ctinsider.com/news/article/Infant-toddler-fentanyl-overdoses-Connecticut-17524524.php>.

48. “Fentanyl depresses the respiratory system and heart rate, said Dr. Nicole Taylor, director of pediatrics for DCF. ‘It takes minutes for an adult to start feeling the effects of fentanyl,’ Taylor said. ‘For a little infant, it only takes a small amount for the child to overdose.’” A Fentanyl overdose will decrease the amount of oxygen that reaches the brain, a condition called hypoxia. Hypoxia may lead to a coma, permanent brain damage, and death.

49. Departments of Children and Families across the United States, including in Connecticut, are now required to assess the safety of children in a home where Fentanyl *may be used*. “‘Any person using or handling fentanyl in the home is a safety concern,’ [DCF Deputy Commissioner Michael] Williams said.”

50. Airbnb and Vrbo possessed actual or constructive knowledge of the Fentanyl crisis, that Fentanyl is being used and found in rentals, and that Fentanyl in rentals creates a fatal risk to guests, especially infants.

51. Airbnb and Vrbo also possessed actual or constructive knowledge that the cleaning procedures they advertise and promote for their rentals are insufficient to decontaminate a rental from fatal Fentanyl.

52. Despite that knowledge and its purported “global team of safety and security experts [with] a full range of safety practices,” Airbnb has never so much as warned guests and parents of the known risks of fatal drugs like Fentanyl they may encounter in their rentals, or implemented cleaning procedures that would come close to addressing that risk.

The Subject Property and the Lavenir Family’s Booking

53. The subject property is a four bedroom, two bath lake house in an affluent, residential neighborhood in Wellington, Florida.

54. At all times material, the subject property was managed, controlled, and maintained by Defendant Timpy, who was the agent for, and operated the subject premises on behalf of, Defendants Cortamilia, Airbnb, and Vrbo. Defendant Timpy was also responsible for communicating and coordinating with guests prior to and during their stays, and was responsible for cleaning and maintaining the subject premises between reservations in accordance with Airbnb’s and Vrbo’s requirements. At the time of check-in, Defendant Timpy would meet with guests to verify the reservation, give them access to the property, and go over any other pertinent matters.

55. Additionally, Defendant Timpy created listings for the subject premises, which Airbnb and Vrbo then used in its platform to promote, advertise, and rent. The Airbnb listing included multiple photographs showing the home in an apparent immaculate condition, and an invitation from Airbnb to “[r]elax with the whole family at this peaceful place to stay.” It also

included information indicating that parties were prohibited in this property, and that Airbnb's strictest cleaning requirements were met.

56. While in Florida, and after researching different properties on Airbnb's platform in search of a safe rental for her family, Lydie Lavenir came across the listing for the subject premises and—believing it would in fact be a safe and peaceful place for her, her husband, Boris Lavenir, and their five children—reserved a stay for August 6 through 9, 2021.

57. The representations made by Airbnb created, to say the least, a false sense of security. In reality, the subject premises had a history of being rented through Vrbo and used as a party house, and had just days earlier hosted a group of approximately a dozen adults who used cocaine and other drugs, including but not limited to Fentanyl, throughout the home, all of which Airbnb, Vrbo, Cortamilia, and Timpy had actual or constructive knowledge of.

58. According to the accounts of neighbors, in late June or early July the home was being used for a large party, comprised of young males and females that appeared to be in their twenties. Additionally, on July 19, 2021, the subject premises was rented to a local woman for seven adults. At approximately 1:51am that day, the Palm Beach County Sheriff's Office was dispatched to the subject premises in response to a "large loud party" with far more than seven people. Upon information and belief, on each of these occasions the subject premises was being used as a Vrbo property.

59. Despite Vrbo's actual or constructive knowledge that the subject property was being used as a repeat party house, Vrbo continued to list the property without any intervention of any kind, including to Aaron Kornhauser just days before the Lavenirs' check-in date. Aaron Kornhauser was visiting Palm Beach County for a concert. He rented the subject premises through Vrbo from July 30 through August 1, 2021, for six adults, but upon information and belief was

actually staying there with approximately 11 other adults. Nonetheless, Timpy allowed them to check in. Among those adults were Lindsay Fairchild, Kevin Holman, Edwin Davis, Ruslan Dipp, Charles Rezoagli, and Nicholas Epler.

60. During their stay, Aaron Kornhauser, Lindsay Fairchild, Kevin Holman, Edwin Davis, Ruslan Dipp, Charles Rezoagli, and Nicholas Epler brought, and/or knowingly permitted others to bring, illicit drugs to the subject premises. Upon information and belief, the substances brought to and used on the property included, but were not limited to, powder cocaine, powder cocaine laced with Fentanyl, Fentanyl, and/or marijuana. These drugs were consumed throughout the subject premises, including in the bedrooms and on the kitchen counter.

61. Following Defendant Kornhauser's stay at the property, Defendant Timpy thanked him online: "You and your family was perfect tenants !! House was same way that I give it to you."

62. Between the time they checked out and the Lavenir family checked in, the subject premises was supposed to be cleaned, sanitized, and decontaminated by Defendants OHS, Valeriya Bazarova, and Libia Faigg.

63. Although Defendants Airbnb, Timpy, and Cortamilia knew or should have known about these incidents and risks, none of them provided any warning to guests or potential guests, including the Lavenir family.

The Death of Enora Lavenir

64. On August 6, 2021, Lydie, her husband, and their five children, including 19-month-old Enora, were visiting Florida for a family vacation.

65. The Lavenir family checked in at the subject premises on the afternoon of August 6, where they were met by Defendant Timpy who gave them access to the home.

66. After checking in to their Airbnb rental, Enora never left. Upon waking up the following morning, she spent the morning playing and relaxing with her siblings. Later that day, Enora and her older sister laid down on one of the beds to take a nap.

67. After more than an hour, Lydie went to check on Enora and found her unresponsive and foaming at the mouth. It was unknown to Lydie at the time, but Enora had come into contact with Fentanyl at the property.

68. While crying and screaming for help, Lydie performed chest compressions on Enora, but to no avail. Paramedics arrived as quickly as they could but were unable to revive Enora. She was rushed to the emergency room at Palms West Hospital where she was soon pronounced dead.

69. The medical examiner detected a lethal level of Fentanyl in Enora's blood and determined that her cause of death was acute Fentanyl toxicity. Toxicology readings indicated a quick death, ruling out the possibility that Enora came into contact with Fentanyl anywhere else but in the Airbnb rental.

COUNT I
WRONGFUL DEATH CLAIM AGAINST AIRBNB, INC.

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

70. At all times material, it was foreseeable to Airbnb that drugs—including but not limited to Fentanyl—are frequently brought into Airbnb rentals, and that those drugs and/or residue often remain in Airbnb rentals after check-out and when future guests, including children, later check in.

71. At all times material, it was foreseeable to Airbnb that drugs and/or residue—including but not limited to Fentanyl—left in an Airbnb rental pose a fatal risk to future guests, including children.

72. At all times material, Airbnb possessed actual or constructive knowledge that advanced cleaning and decontamination procedures were required to adequately sanitize their rentals and eliminate the fatal risk posed to future guests and children by drugs and/or residue.

73. At all times material, Airbnb possessed actual or constructive knowledge that its prescribed and advertised cleaning procedures are inadequate to decontaminate a property and eliminate the risk posed to future guests and children from drugs and/or residue, such as Fentanyl, left in a property.

74. At all times material, Airbnb possessed actual or constructive knowledge that its representations—that drugs are not permitted, parties are not allowed, and that the strictest cleaning requirements were met at the subject premises—created a false sense of security for Lydie and Boris Lavenir, particularly because Airbnb knew that notwithstanding those representations drugs and/residue were in fact often brought and left in its rentals, including the subject property.

75. At all times material, Airbnb possessed actual or constructive knowledge that warning its guests—particularly parents like Lydie and Boris Lavenir—that they may encounter drugs and/or residue left behind in their Airbnb rental would alert them to a potential fatal risk that they could then take steps on their own to protect their families and children from.

76. At all times material, Airbnb possessed actual or constructive knowledge of drug use, including but not limited to Fentanyl, and unauthorized guests and parties at the subject property.

77. At all times material, Airbnb assumed and/or owed a duty to take reasonable care for the safety of its guests, including the Lavenirs, to provide a rental free of lethal drugs and/or residue left behind from previous guests, to protect guests from lethal drugs and/or residue on the property, and to provide sufficient warning of the risk of harm.

78. At all times material, Airbnb assumed and/or owed a duty to provide sufficient warning to guests, especially those with children and infants, that lethal drugs may have been used in the premises by other guests prior to their arrival, and that lethal drugs and/or residue may still be in the property.

79. At all times material, Airbnb assumed and/or owed a duty to exercise reasonable care under the circumstances in cleaning, maintaining, decontaminating, and sanitizing the subject property—and/or in implementing adequate policies and procedures—to make it safe for guests and to eliminate lethal drugs and risks posed to guests.

80. At all times material, Airbnb assumed and/or owed a duty to use reasonable care in investigating its listed properties, including the subject premises, to assess the safety of its listings for guests, particularly those traveling with children and infants. At all times material, Airbnb should have recognized that such an assessment and/or investigation was necessary for the protection, safety, and well-being of guests and their children. At all times material, Airbnb's failure to exercise reasonable care in its assessment and/or investigation of the subject premises increased the risk of harm to Enora.

81. At all times material, the Lavenirs relied on Airbnb to exercise reasonable care in its assessment and/or investigation into the safety of the subject premises, and its failure resulted in harm to Enora.

82. Defendant Airbnb, through the acts and omissions of its employees, agents, and/or servants, breached its duty of care to Plaintiff and Enora, and was negligent and/or grossly negligent in one or more of the following ways:

- a. Failing to properly inspect, safeguard, and maintain the subject premises;
- b. Failing to adequately clean, decontaminate, and/or sanitize the subject premises;

- c. Failing to change and/or adequately clean the bed sheets in the subject premises;
- d. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- e. Failing to perform an adequate background check on guests at the subject premises;
- f. Failing to warn Plaintiff that lethal drugs had been used in the property when it knew or should have known that they had been, and failing to warn of the known risk that lethal drugs and/or residue, including Fentanyl, were in the subject premises;
- g. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- h. Failing to investigate the activities of previous guests before the Lavenirs arrived at the subject premises;
- i. Failing to adequately train and supervise its employees, agents or those acting on its behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- j. Renting the Lavenirs a property that had Fentanyl in it;
- k. Failing to warn the Lavenirs that the property they rented had Fentanyl in it;
- l. Failing to warn the Lavenirs that previous renters of the subject premises had used drugs, including Fentanyl;
- m. Failing to detect Fentanyl in the property before renting it to the Lavenirs;
- n. Failing to remove Fentanyl from the property before renting it to the Lavenirs; and
- o. Allowing Fentanyl to remain in the subject premises rented to the Lavenirs.

83. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence and/or gross negligence.

84. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT II
WRONGFUL DEATH CLAIM AGAINST HOMEAWAY.COM, INC.

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

85. At all times material, it was foreseeable to Vrbo that drugs—including but not limited to Fentanyl—are frequently brought into Vrbo rentals, and that those drugs and/or residue often remain in Vrbo rentals after check-out and when future guests, including children, later check in.

86. At all times material, it was foreseeable to Vrbo that drugs and/or residue—including but not limited to Fentanyl—left in a Vrbo rental pose a fatal risk to future guests, including children.

87. At all times material, it was foreseeable to Vrbo that the subject property was a repeat party house or that there was a substantial risk of drugs and/or residue being left behind at the subject property.

88. At all times material, Vrbo possessed actual or constructive knowledge that advanced cleaning and decontamination procedures were required to adequately sanitize their rentals and eliminate the fatal risk posed to future guests and children by drugs and/or residue.

89. At all times material, Vrbo possessed actual or constructive knowledge that its prescribed cleaning procedures are inadequate to decontaminate a property and eliminate the risk posed to future guests and children from drugs and/or residue, such as Fentanyl, left in a property.

90. At all times material, Vrbo possessed actual or constructive knowledge of drug use, including but not limited to Fentanyl, and unauthorized guests and parties at the subject property.

91. At all times material, Vrbo assumed and/or owed a duty to foreseeable future renters, including the Lavenirs, to exercise reasonable care under the circumstances in operating, listing, cleaning, maintaining, decontaminating, and sanitizing the subject property—and/or in implementing adequate policies and procedures—to make it safe for guests and to eliminate lethal drugs and risks posed to guests. At all times material, Vrbo also assumed and/or owed a duty to foreseeable renters, including the Lavenirs, to exercise reasonable care in identifying party houses and/or high-risk properties and to implement adequate policies and procedures to safeguard future guests at those properties.

92. Defendant Vrbo, through the acts and omissions of its employees, agents, and/or servants, breached its duty of care to Plaintiff and Enora, and was negligent and/or grossly negligent in one or more of the following ways:

- a. Failing to properly inspect, safeguard, and maintain the subject premises;
- b. Failing to delist the subject property when it knew or should have known that it was a repeat party house and/or high-risk property;
- c. Failing to adequately investigate the property when it knew or should have known that it was a repeat party house and/or high-risk property;
- d. Failing to implement adequate policies and procedures for addressing repeat party houses and/or high-risk properties such as the subject property;
- e. Failing to adequately clean, decontaminate, and/or sanitize the subject premises;

- f. Failing to change and/or adequately clean the bed sheets in the subject premises;
- g. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- h. Failing to perform an adequate background check on guests at the subject premises;
- i. Failing to adequately assess the safety of the subject premises after the Kornhauser party checked out of the subject premises;
- j. Failing to investigate the activities of previous guests before the Lavenirs arrived at the subject premises;
- k. Failing to adequately train and supervise its employees, agents or those acting on its behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- l. Failing to detect Fentanyl in the property after the Kornhauser party checked out;
- m. Failing to remove Fentanyl and drug residue from the property after the Kornhauser party checked out;
- n. Allowing Fentanyl to remain in the subject premises after the Kornhauser party checked out.

93. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence and/or gross negligence.

94. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT III
WRONGFUL DEATH CLAIM AGAINST RONALD M. CORTAMILIA

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

95. At all times material, Defendant Ronald M. Cortamilia owned, maintained, controlled, operated, and rented out the subject premises.

96. At all times material, Ronald M. Cortamilia knew or should have known that drugs—including but not limited to Fentanyl—were used in the subject premises, and that those drugs and/or residue often remain in the subject premises after check-out and when future guests, including children, later check in.

97. At all times material, Ronald M. Cortamilia owed a nondelegable duty to keep the premises in a reasonably safe condition and to warn of dangerous conditions.

98. At all times material, Ronald M. Cortamilia assumed and/or owed a duty to take reasonable care for the safety of his guests, including the Lavenirs, to provide a property free of lethal drugs and/or residue left behind from previous guests, to protect guests from lethal drugs and/or residue on the property, and to provide sufficient warning of the risk of harm.

99. At all times material, Ronald M. Cortamilia assumed and/or owed a duty to provide sufficient warning to guests, especially those with children and infants, that lethal drugs may have been used in the premises by other guests prior to their arrival, and that lethal drugs and/or residue may still be in the property.

100. At all times material, Ronald M. Cortamilia assumed and/or owed a duty to exercise reasonable care under the circumstances in cleaning, maintaining, decontaminating, and sanitizing the subject property—and/or in implementing adequate policies and procedures—to make it safe for guests and to eliminate lethal drugs and risks posed to guests.

101. At all times material, Ronald M. Cortamilia assumed and/or owed a duty to use reasonable care in investigating his property to assess the safety of his property for guests, particularly those traveling with children and infants. At all times material, Ronald M. Cortamilia should have recognized that such an assessment and/or investigation was necessary for the protection, safety, and well-being of guests and their children. At all times material, Ronald M. Cortamilia's failure to exercise reasonable care in his assessment and/or investigation of the subject premises increased the risk of harm to Enora.

102. At all times material, the Lavenirs relied on Ronald M. Cortamilia to exercise reasonable care in his assessment and/or investigation into the safety of the subject premises, and his failure resulted in harm to Enora.

103. Defendant Ronald M. Cortamilia, through the acts and omissions of his employees, agents, and/or servants, breached his duty of care to Plaintiff and Enora, and was negligent and careless in one or more of the following ways:

- a. Failing to properly inspect, safeguard, and maintain the subject premises;
- b. Failing to adequately clean, decontaminate, and/or sanitize the subject premises;
- c. Failing to change and/or adequately clean the bed sheets in the subject premises;
- d. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- e. Failing to perform an adequate background check on guests at the subject premises;
- f. Failing to warn Plaintiff that lethal drugs had been used in the property when he knew or should have known that they had been, and failing to warn of the known risk that lethal drugs and/or residue, including Fentanyl, were in the subject premises;

- g. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- h. Failing to investigate the activities of previous guests before the Lavenirs arrived at the subject premises;
- i. Failing to adequately train and supervise his employees, agents or those acting on his behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- j. Renting the Lavenirs a property that had Fentanyl in it;
- k. Failing to warn the Lavenirs that the property they rented had Fentanyl in it;
- l. Failing to warn the Lavenirs that previous renters of the subject premises had used drugs, including Fentanyl;
- m. Failing to detect Fentanyl in the property before renting it to the Lavenirs;
- n. Failing to remove Fentanyl from the property before renting it to the Lavenirs; and
- o. Allowing Fentanyl to remain in the subject premises rented to the Lavenirs.

104. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

105. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT IV
WRONGFUL DEATH CLAIM AGAINST YULIA A. TIMPY

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

106. At all times material, Defendant Yulia A. Timpy managed, controlled, maintained, operated, and rented out the subject premises, and was responsible for the rental of the subject premises.

107. At all times material, Yulia A. Timpy knew or should have known that drugs—including but not limited to Fentanyl—were used in the subject premises, and that those drugs and/or residue often remain in the subject premises after check-out and when future guests, including children, later check in.

108. At all times material, Yulia A. Timpy owed a nondelegable duty to keep the premises in a reasonably safe condition and to warn of dangerous conditions.

109. At all times material, Yulia A. Timpy assumed and/or owed a duty to take reasonable care for the safety of guests, including the Lavenirs, to provide a property free of lethal drugs and/or residue left behind from previous guests, to protect guests from lethal drugs and/or residue on the property, and to provide sufficient warning of the risk of harm.

110. At all times material, Yulia A. Timpy assumed and/or owed a duty to provide sufficient warning to guests, especially those with children and infants, that lethal drugs may have been used in the premises by other guests prior to their arrival, and that lethal drugs and/or residue may still be in the property.

111. At all times material, Yulia A. Timpy assumed and/or owed a duty to exercise reasonable care under the circumstances in cleaning, maintaining, decontaminating, and sanitizing the subject property—and/or in implementing adequate policies and procedures—to make it safe for guests and to eliminate lethal drugs and risks posed to guests.

112. At all times material, Yulia A. Timpy assumed and/or owed a duty to use reasonable care in investigating the subject property to assess its safety for guests, particularly those traveling with children and infants. At all times material, Yulia A. Timpy should have recognized that such an assessment and/or investigation was necessary for the protection, safety, and well-being of guests and their children. At all times material, Yulia A. Timpy's failure to exercise reasonable care in her assessment and/or investigation of the subject premises increased the risk of harm to Enora.

113. At all times material, the Lavenirs relied on Yulia A. Timpy to exercise reasonable care in her assessment and/or investigation into the safety of the subject premises, and her failure resulted in harm to Enora.

114. Defendant Yulia A. Timpy, through the acts and omissions of her employees, agents, and/or servants, breached his duty of care to Plaintiff and Enora, and was negligent and careless in one or more of the following ways:

- a. Failing to properly inspect, safeguard, and maintain the subject premises;
- b. Failing to adequately clean, decontaminate, and/or sanitize the subject premises;
- c. Failing to change and/or adequately clean the bed sheets in the subject premises;
- d. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- e. Failing to perform an adequate background check on guests at the subject premises;
- f. Failing to warn Plaintiff that lethal drugs had been used in the property when it knew or should have known that they had been, and failing to warn of the known risk that lethal drugs and/or residue, including Fentanyl, were in the subject premises;

- g. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- h. Failing to investigate the activities of previous guests before the Lavenirs arrived at the subject premises;
- i. Failing to adequately train and supervise its employees, agents or those acting on its behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- j. Renting the Lavenirs a property that had Fentanyl in it;
- k. Failing to warn the Lavenirs that the property they rented had Fentanyl in it;
- l. Failing to warn the Lavenirs that previous renters of the subject premises had used drugs, including Fentanyl;
- m. Failing to detect Fentanyl in the property before renting it to the Lavenirs;
- n. Failing to remove Fentanyl from the property before renting it to the Lavenirs; and
- o. Allowing Fentanyl to remain in the subject premises rented to the Lavenirs.

115. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

116. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT V
WRONGFUL DEATH CLAIM AGAINST OFFICE AND HOUSE SERVICES “LLC”.

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

117. At all times material, Defendant OHS was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family’s stay.

118. At all times material, Defendant OHS knew, or upon reasonable inspection should have known, that drugs—including but not limited to cocaine and Fentanyl—had been used at the subject premises prior to the Lavenir family’s stay.

119. At all times material, Defendant OHS owed to foreseeable guests at the subject premises a duty to exercise reasonable care in the provision of its cleaning services to eliminate dangerous substances, including drugs and/or drug residue such as cocaine and Fentanyl.

120. Defendant OHS, through the acts and omissions of its employees, agents, and/or servants, breached its duty of care to Plaintiff and Enora, and was negligent and careless in one or more of the following ways:

- a. Failing to properly inspect, clean, decontaminate, sanitize, and maintain the subject premises;
- b. Failing to change and/or adequately clean the bed sheets in the subject premises;
- c. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- d. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- e. Failing to adequately train and supervise their employees, agents or those acting on their behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;

- f. Failing to detect drugs and/or drug residue, including cocaine and Fentanyl, in the property before it was handed over to the Lavenirs;
- g. Failing to remove drugs and/or drug residue, including cocaine and Fentanyl, from the property before it was rented to the Lavenirs; and
- h. Allowing drugs and/or drug residue, including cocaine and Fentanyl, to remain in the subject premises rented to the Lavenirs.

121. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

122. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT VI
WRONGFUL DEATH CLAIM AGAINST VALERIYA BAZAROVA

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

123. At all times material, Defendant Valeriya Bazarova was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family's stay.

124. At all times material, Defendant Valeriya Bazarova knew, or upon reasonable inspection should have known, that drugs—including but not limited to cocaine and Fentanyl—had been used at the subject premises prior to the Lavenir family's stay.

125. At all times material, Defendant Valeriya Bazarova owed to foreseeable guests at the subject premises a duty to exercise reasonable care in the provision of its cleaning services to eliminate dangerous substances, including drugs and/or drug residue such as cocaine and Fentanyl.

126. Defendant Valeriya Bazarova, through the acts and omissions of its employees, agents, and/or servants, breached its duty of care to Plaintiff and Enora, and was negligent and careless in one or more of the following ways:

- a. Failing to properly inspect, clean, decontaminate, sanitize, and maintain the subject premises;
- b. Failing to change and/or adequately clean the bed sheets in the subject premises;
- c. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;
- d. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- e. Failing to adequately train and supervise their employees, agents or those acting on their behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- f. Failing to detect drugs and/or drug residue, including cocaine and Fentanyl, in the property before it was handed over to the Lavenirs;
- g. Failing to remove drugs and/or drug residue, including cocaine and Fentanyl, from the property before it was rented to the Lavenirs; and
- h. Allowing drugs and/or drug residue, including cocaine and Fentanyl, to remain in the subject premises rented to the Lavenirs.

127. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

128. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands

judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT VII
WRONGFUL DEATH CLAIM AGAINST LIBIA FAIGG

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

129. At all times material, Defendant Libia Faigg was responsible for cleaning, decontaminating, and sanitizing the subject premises in between renters, and was responsible for cleaning and sanitizing the subject premises prior to the Lavenir family's stay.

130. At all times material, Defendant Libia Faigg knew, or upon reasonable inspection should have known, that drugs—including but not limited to cocaine and Fentanyl—had been used at the subject premises prior to the Lavenir family's stay.

131. At all times material, Defendant Libia Faigg owed to foreseeable guests at the subject premises a duty to exercise reasonable care in the provision of its cleaning services to eliminate dangerous substances, including drugs and/or drug residue such as cocaine and Fentanyl.

132. Defendant Libia Faigg, through the acts and omissions of its employees, agents, and/or servants, breached its duty of care to Plaintiff and Enora, and was negligent and careless in one or more of the following ways:

- a. Failing to properly inspect, clean, decontaminate, sanitize, and maintain the subject premises;
- b. Failing to change and/or adequately clean the bed sheets in the subject premises;
- c. Failing to adequately clean, decontaminate, and/or sanitize the countertops, surfaces, furniture, and floors in the subject premises;

- d. Failing to adequately assess the safety of the subject premises before the Lavenirs checked into the subject premises;
- e. Failing to adequately train and supervise their employees, agents or those acting on their behalf, and/or failure to implement adequate policies or procedures, to inspect, clean, and maintain the subject premises to detect lethal drugs and/or residue on the property and eliminate the risk of harm to guests;
- f. Failing to detect drugs and/or drug residue, including cocaine and Fentanyl, in the property before it was handed over to the Lavenirs;
- g. Failing to remove drugs and/or drug residue, including cocaine and Fentanyl, from the property before it was rented to the Lavenirs; and
- h. Allowing drugs and/or drug residue, including cocaine and Fentanyl, to remain in the subject premises rented to the Lavenirs.

133. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

134. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT VIII
WRONGFUL DEATH CLAIM AGAINST AARON KORNHAUSER

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

135. At all times material, Defendant Aaron Kornhauser rented and possessed the subject premises, and made it available to other guests.

136. At all times material, Defendant Aaron Kornhauser owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

137. At all times material, Defendant Aaron Kornhauser owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

138. At all times material, including when he possessed the subject premises, Defendant Aaron Kornhauser breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;
- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

139. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

140. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands

judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT IX
WRONGFUL DEATH CLAIM AGAINST LINDSAY FAIRCHILD

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

141. At all times material, Defendant Lindsay Fairchild rented and possessed the subject premises, and made it available to other guests.

142. At all times material, Defendant Lindsay Fairchild owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

143. At all times material, Defendant Lindsay Fairchild owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time she possessed it did not create dangerous conditions for future foreseeable guests.

144. At all times material, including when she possessed the subject premises, Defendant Lindsay Fairchild breached her duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;

- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

145. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

146. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT X
WRONGFUL DEATH CLAIM AGAINST KEVIN HOLMAN

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

147. At all times material, Defendant Kevin Holman rented, possessed, and stayed at the subject premises, and made it available to other guests.

148. At all times material, Defendant Kevin Holman owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

149. At all times material, Defendant Kevin Holman owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and

conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

150. At all times material, including when he possessed the subject premises, Defendant Kevin Holman breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;
- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

151. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

152. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XI
WRONGFUL DEATH CLAIM AGAINST EDWIN DAVIS

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

153. At all times material, Defendant Edwin Davis rented, possessed, and stayed at the subject premises, and made it available to other guests.

154. At all times material, Defendant Edwin Davis owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

155. At all times material, Defendant Edwin Davis owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

156. At all times material, including when he possessed the subject premises, Defendant Edwin Davis breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;
- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

157. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

158. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XII
WRONGFUL DEATH CLAIM AGAINST RUSLAN DIPP

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

159. At all times material, Defendant Ruslan Dipp rented, possessed, and stayed at the subject premises, and made it available to other guests.

160. At all times material, Defendant Ruslan Dipp owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

161. At all times material, Defendant Ruslan Dipp owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

162. At all times material, including when he possessed the subject premises, Defendant Ruslan Dipp breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;
- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

163. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

164. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XIII
WRONGFUL DEATH CLAIM AGAINST CHARLES REZOAGLI

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

165. At all times material, Defendant Charles Rezoagli rented, possessed, and stayed at the subject premises, and made it available to other guests.

166. At all times material, Defendant Charles Rezoagli owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

167. At all times material, Defendant Charles Rezoagli owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

168. At all times material, including when he possessed the subject premises, Defendant Charles Rezoagli breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;
- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

169. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

170. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands

judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XIV
WRONGFUL DEATH CLAIM AGAINST NICHOLAS EPLER

Plaintiff re-alleges and adopts Paragraphs 1 through 69, as if fully set forth herein.

171. At all times material, Defendant Nicholas Epler rented, possessed, and stayed at the subject premises, and made it available to other guests.

172. At all times material, Defendant Nicholas Epler owed a duty to maintain the subject premises in a reasonably safe condition and to warn of dangerous conditions, including but not limited to drugs used and/or left behind on the subject premises.

173. At all times material, Defendant Nicholas Epler owed a duty to the public and foreseeable future guests of the subject premises to exercise reasonable care so that activities and conditions created at the subject premises during the time he possessed it did not create dangerous conditions for future foreseeable guests.

174. At all times material, including when he possessed the subject premises, Defendant Nicholas Epler breached his duties of care and was negligent and careless in one or more of the following ways:

- a. Leaving drugs and/or drug residue behind in the subject premises, including but not limited to cocaine and/or Fentanyl;
- b. Permitting others to use and leave behind drugs in the subject premises, including but not limited to cocaine and/or Fentanyl;
- c. Failing to properly inspect, safeguard, maintain, and clean the subject premises after permitting drugs to be used on the property in order to protect the safety of foreseeable future guests;

- d. Failing to warn Defendants, Plaintiffs, and/or other foreseeable future guests that drugs were used and left behind in the subject premises while the subject premises was in his possession;
- e. Allowing Fentanyl to be used and left behind in the subject premises despite substantial risk to the health and safety of guests and foreseeable future guests;

175. Enora Lavenir died from acute fentanyl toxicity as a direct and proximate result of Defendant's above-described acts of negligence.

176. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XV
VICARIOUS LIABILITY CLAIM AGAINST AIRBNB, INC.

Plaintiff re-alleges and adopts the paragraphs above as if fully set forth herein.

177. At all times material, Airbnb was and is vicariously liable by virtue of the doctrine of *respondeat superior* for the negligent acts and omissions of its employees, representatives, agents, and servants, including but not limited to Defendant Yulia A. Timpy, who at all times material was an employee, representative, agent, or servant of Airbnb's.

178. As a direct and proximate result of the aforementioned negligence and breaches of Defendant Yulia A. Timpy, for which Airbnb is vicariously liable, Enora Lavenir died from acute fentanyl toxicity.

179. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XVI
VICARIOUS LIABILITY CLAIM AGAINST HOMEAWAY.COM, INC.

Plaintiff re-alleges and adopts the paragraphs above as if fully set forth herein.

180. At all times material, Vrbo was and is vicariously liable by virtue of the doctrine of *respondeat superior* for the negligent acts and omissions of its employees, representatives, agents, and servants, including but not limited to Defendant Yulia A. Timpy, who at all times material was an employee, representative, agent, or servant of Vrbo's.

181. As a direct and proximate result of the aforementioned negligence and breaches of Defendant Yulia A. Timpy, for which Vrbo is vicariously liable, Enora Lavenir died from acute fentanyl toxicity.

182. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

COUNT XVII
VICARIOUS LIABILITY CLAIM AGAINST RONALD M. CORTAMILIA

Plaintiff re-alleges and adopts the paragraphs above as if fully set forth herein.

183. At all times material, Defendant Ronald M. Cortamilia was and is vicariously liable by virtue of the doctrine of *respondeat superior* for the negligent acts and omissions of his employees, representatives, agents, and servants, including but not limited to Defendant Yulia A. Timpy, who at all times material was an employee, representative, agent, or servant of Defendant Ronald M. Cortamilia's.

184. As a direct and proximate result of the aforementioned negligence and breaches of Defendant Yulia A. Timpy, for which Defendant Ronald M. Cortamilia is vicariously liable, Enora Lavenir died from acute fentanyl toxicity.

185. WHEREFORE, Lydie Lavenir, as Personal Representative of the Estate of Enora Lavenir, and on behalf of herself and Boris Lavenir as survivors of Enora Lavenir, demands judgment in the form of money damages, costs, interest, and attorney's fees as allowed by law as compensation for past and future mental pain and suffering, past and future loss of Enora Lavenir's companionship, support, and services, medical and funeral expenses, and all other damages permitted under Florida law.

DEMAND FOR JURY TRIAL

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

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was furnished via automatic email generated by the Florida Courts E-Filing Portal and by email on August 4, 2023, to all parties on the service list.

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