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CLERK OF THE SUPERIOR COURT
COUNTY OF CONTRA COSTA, CA
BY: D. W.
D. WAGNER DEPUTY CLERK

D. WAGNER

6 Attorneys for Plaintiffs
7 **RAYMOND HILL**, individually;
8 **CYNTHIA LYNETTE TAYLOR**, individually

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF CONTRA COSTA**
11 **UNLIMITED JURISDICTION**

12 **RAYMOND HILL**, individually; and **CYNTHIA**
13 **LYNETTE TAYLOR**, individually;

14 Plaintiffs,

15 vs.

16 **AIRBNB, INC.**, a Corporation; **WEN LIN**
17 **LUO** and **MICHAEL WANG**, individually,
18 **UHOME REALTY**, d/b/a; **RAYMON**
19 **RAEQUAN HILL, JR.**, a minor as a nominal
20 defendant; and **DOES 1-100, Inclusive**, and
each of them;

21 Defendants.

Case No.: **C 2 1 - 0 2 2 7 6**

COMPLAINT FOR DAMAGES FOR:

- 1. **NEGLIGENCE**
- 2. **NEGLIGENCE PER SE**
- 3. **PREMISES LIABILITY**

and

DEMAND FOR JURY TRIAL

PER LOCAL RULE, THIS
CASE IS ASSIGNED TO
DEPT 36 FOR ALL
PURPOSES.

SUMMONS ISSUED

21 Come now Plaintiffs **RAYMOND HILL** and **CYNTHIA LYNETTE TAYLOR**,
22 individually, ("PLAINTIFFS") in this Complaint for causes of action against Defendants
23 **AIRBNB, INC.**, a Corporation; **WEN LIN LUO** and **MICHAEL WANG**, individually,
24 **UHOME REALTY**, d/b/a; **RAYMON RAEQUAN HILL, JR.**, a minor as a nominal
25 defendant; and **DOES 1-100, Inclusive**, and each of them, and complain and allege as follows:

26 **PLAINTIFFS** bring this action for damages and make the following allegations based upon
27 currently known information and belief.

1 **INTRODUCTION**

2 1. This case arises from the tragic mass shooting that resulted in the deaths of five
3 individuals attending an Airbnb “Mansion Party” on Halloween night, October 31, 2019, at the
4 residence located at 114 Lucille Way in the City of Orinda, County of Contra Costa, State of
5 California (“SUBJECT PROPERTY”).

6 2. The property was purchased by the homeowners, WEN LIN “LYNN” LUO and
7 MICHAEL WANG aka MICHAEL YOUNG aka MICHAEL YOUNGWANG, for the single,
8 express purpose of partnering with the short-term rental company, AIRBNB, INC., to generate
9 passive income and had never been, as of this writing, utilized as a residence by the homeowners,
10 nor had they ever intended to utilize it as such.

11 3. The property at 114 Lucille Way was rented on Airbnb’s website just days before
12 the mass shooting by an unknown individual, or individuals.

13 4. On Halloween night, at approximately 9:19 p.m., Orinda Police dispatch fielded
14 their first complaint from an individual citing a loud party at the residence at 114 Lucille Way.
15 Another complaint was submitted to Orinda Police via email 15 minutes later citing the same
16 situation at the property. Several more complaints came into Orinda dispatch who had sent their
17 officers to assist with the recovery of stolen property in nearby Lafayette.

18 5. At 10:48 p.m., that night, when approximately 100 or more people were crowded
19 into the single-family dwelling, gunfire rang out that left five people dead, and many more
20 individuals with gunshot wounds, and other severe bodily injuries in addition to the inevitable
21 emotional trauma they also suffered.

22 6. Without any identification submitted by the individuals renting this property for the
23 party or any real onsite security measures including checking identification or patting people down
24 for weapons at entrance, it is not surprising that, at the time of this complaint’s issuance, there still
25 has yet to be a single arrest or charge relating to perpetrators of these homicides.

26 7. Prior to this mass shooting on Halloween, there had been at least 42 documented
27 shootings at short-term rental (“STR”) properties in the United States in the previous six months

1 with many more violent incidents including homicides and criminal assaults that occurred without
2 a firearm at these STRs. Violent shootings at Airbnb party houses have become so commonplace
3 that there had been shootings at Airbnb properties in three other California cities: Hacienda
4 Heights, San Jose, and Sacramento, just in the 30 days prior to the deadly Halloween mass shooting
5 that is the subject of this Complaint.

6 8. Despite awareness of the problem and the ability to make changes to combat the
7 increasingly dire situation, Airbnb CEO Founder Brian Chesky chose to follow the Silicon Valley-
8 mantra of “growth at all costs.” Chesky made the business decision to disregard the grave threats
9 to human life that his company was actively facilitating in and to prioritize revenue generation.
10 The dangers posed by Airbnb’s conduct not only plagued Airbnb’s own partners and customers on
11 a regular basis, but had clearly become threats to *any* individual living or visiting *any* neighborhood
12 or community in the world that had three near ubiquitous components: (1) internet access, (2)
13 residences, and (3) an Airbnb, Inc. STR.

14 9. In California, to obtain a liquor license, an individual or business must work with
15 the local police department to develop a security plan for the property they intend to operate at.
16 This security practice typically involves hiring private security professionals, instead of relying on
17 public resources like the police, to protect their patrons from unruly, intoxicated persons.
18 Defendants Airbnb, the homeowners, and Does 1 through 100 tried to skirt these public safety
19 requirements. Instead, Defendants, while generating thousands and thousands of dollars attempt
20 to rely on the police to carry out the functions of private security personnel at their illegal de facto
21 nightclub at the expense of at least four innocent person’s lives and the community at large.

22 10. If the Defendants had fulfilled their obligations to do what they reasonably should
23 be expected to do in order to ensure that the safety of their customers, partners and those engaging
24 with the product they hold out for sale to the general public, these foreseeable deaths almost
25 certainly could have, and would have, been prevented.

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1 **JURISDICTION AND VENUE**

2 11. The Superior Court of Contra Costa County has jurisdiction over this cause of
3 action because the Defendants reside or have their principal place of business in California and
4 because the amount in controversy excess the jurisdiction limit for a limited claim.

5 12. Venue is proper in Contra Costa County under California Code of Civil Procedure
6 Section 395.5 because the events which give rise to this cause of action took place therein.

7 **THE PARTIES**

8 **A. PLAINTIFFS**

9 13. All PLAINTIFFS suffered wrongful death injuries as a result of the Airbnb
10 Halloween mass shooting. PLAINTIFFS bring their causes of action as an heir to a victim that
11 died as a result of the Airbnb Halloween mass shooting and/or for his or her own injuries sustained
12 as a result of this incident.

13 14. RAYMON RAEQUAN HILL¹, (“DECEDENT”) was an individual residing in
14 Alameda County and San Francisco County.

15 15. Plaintiffs, CYNTHIA LYNETTE TAYLOR and RAYMOND HILL, are the
16 biological parents of the decedent. CYNTHIA LYNETTE TAYLOR is an individual residing in
17 the city of San Francisco in San Francisco County, California. RAYMOND HILL is an individual
18 residing in the city of Stockton in San Joaquin County, California. RAYMOND HILL is also the
19 biological father of DECEDENT Raymon Raequan Hill.

20 16. Plaintiffs CYNTHIA LYNETTE TAYLOR and RAYMOND HILL were
21 dependent on DECEDENT pursuant to Code of Civil Procedure, section 377.60, subdivision (b).

22 17. PLAINTIFFS are informed and believe, and on that basis allege, that
23 RAYMON RAEQUAN HILL, JR., is the minor child of DECEDENT. Plaintiff is not aware
24 of guardian ad litem having been appointed for RAYMON RAEQUAN HILL, JR., and have
25 not secured consent to be joined as a plaintiff to this lawsuit at the time of this filing.

26 _____
27 ¹ Please note that DECEDENT and his father have the same first and last name, but PLAINTIFFS do not believe
28 that the “Jr.” or “Sr.” designations legally attached to either the DECEDENT or his father. Therefore, their legal
role (PLAINTIFF or DECEDENT) will be the primary designation throughout this Complaint.

1 Therefore, pursuant to Code of Civil Procedure, section 382, PLAINTIFFS nominally name
2 RAYMON RAEQUAN HILL, JR., as a party to this action.²

3 18. PLAINTIFFS are not aware of any other heirs entitled to bring a wrongful death
4 action in this lawsuit.

5 **B. DEFENDANTS**

6 19. Defendant AIRBNB, INC., is a corporation organized and incorporated under the
7 laws of the State of Delaware, with its principal place of business in the city of San Francisco in
8 San Francisco County, California. Airbnb, Inc., is a multi-billion-dollar, multinational corporation
9 whose primary business operation involves creating partnerships with homeowners in order to rent
10 properties to the general public, most notably short-terms rentals (“STRs”), and split the revenue
11 generated from the rental fees with the homeowner. The property in question, 114 Lucille Way,
12 was listed and rented by unknown subjects who used the property to hold a large, unlicensed,
13 Halloween party that lacked any real security to ensure the safety of those in attendance and those
14 residing in the neighborhood.

15 20. Defendants MICHAEL WANG and WEN LIN “LYNN” LUO are the joint
16 homeowners for the real property located at 114 Lucille Way in Orinda, California. Said
17 Defendants were absentee homeowners who had purchased the real property in Orinda for the sole
18 purpose of generating passive income as an STR in partnerships with companies such as Airbnb.
19 Said Defendants were and are the owners of the real property with Assessor Parcel Number
20 (“APN”) 273-075-033.

21 21. Defendant WEN LIN “LYNN” LUO is an individual who resides at 819 Bethany
22 Lane in the City of Concord, County of Contra Costa, California. LUO is a licensed real estate
23 agent in California since May 2, 1992, with License ID Number 1238178 and does business under
24 the fictitious business name of Uhome Realty with a mailing address of 991 Ridge Drive, Concord,
25 California 94518.

26
27 ² A person named as a nominal defendant and properly joined is “in reality, [a] plaintiff [] in the
28 case.” (*Watkins v. Nutting* (1941) 17 Cal.2d 490, 498.)

1 with Airbnb to list their STR at 114 Lucille Way in direct contravention of municipal ordinances
2 that specified that maximum occupancy for STRs.

3 **B. HOMEOWNERS AND AIRBNB OPERATED DANGEROUS AND UNSAFE**
4 **SHORT-TERM RENTAL THAT OFTEN HELD LARGE, ILLEGAL**
5 **PARTIES**

6 35. The first documented complaint to the City Orinda came on February 9, 2019 from
7 a neighbor complaining about the constant parties being thrown at 114 Lucille Way. The neighbor
8 noted that the property at “114 Lucille Way is located on a narrow steep cul-de-sac with very
9 limited parking. The street is not wide enough for two-way traffic and is difficult to turn around
10 on. The property is being listed on AirBnB [sic] for rentals by business travelers, families and large
11 groups. AirBnB [sic] listing promoted the property for parties up to 30 guests. The owner charges
12 extra for parties - \$800/day and a cleaning fee of \$350. As a result, there have been several large
13 parties at 114 Lucille Way, resulting in noise, traffic, impacted parking and strangers smoking
14 cigarettes and marijuana in the street. This has resulted in a nuisance for us as neighbors.³

15 36. With the daily rate for parties set at \$800 per night since at least February 2019, the
16 homeowners had likely already generated upwards of \$200,000 of revenue from their illegal use
17 of the property. Airbnb, which has since reformulated how they split proceeds with partners, would
18 have had revenue somewhere between \$10,750 and \$43,000 for their part in the 114 Lucille Way
19 rentals. Despite generating hundreds of thousands of dollars in revenue, Airbnb and the
20 homeowners were content to rely on public resources, specifically the Orinda Police Department
21 and Orinda city officials, to ensure the security of the de facto illegal nightclub they had been
22 operating.

23 37. Despite the complaint about the property, the homeowners maintained their listing
24 on Airbnb that specified that the rental was “great for large parties” up to 30 people as recently as
25 February 2019. At that time the Orinda statutory cap for STRs was 13 guests.

26 _____
27 ³ Nate Gatrell & Jon Kawamoto, Orinda Halloween shooting property was advertised for parties.
28 Mercurynews.com (2019), <https://www.mercurynews.com/2019/11/13/orinda-halloween-shooting-property-owners-had-been-charging-800-for-large-parties-according-to-new-records/>. Published November 13, 2019.

1 the trash and rubbish accumulation that had been a constant issue with neighbors after partygoers
2 would leave trash strewn all over the neighborhood and streets.

3 **C. AIRBNB PARTIES PRESENTED A KNOWN AND FORESEEABLE RISK,**
4 **CRIMINAL ASSAULT AND VIOLENCE**

5 43. Parallel to the homeowners knowledge that their STR at 114 Lucille Way was being
6 used for Airbnb "Mansion Parties" despite changes to their listings on Airbnb was the fact that it
7 was becoming an undeniable truth that these parties were devolving into tragic scenes of gun
8 violence, assault and homicide at an increasingly alarming rate.

9 44. In a recent report, the San Francisco Chronicle found that in the six months prior to
10 the Halloween Mansion Party mass shooting in 2019, there were no fewer than 42 incidents of gun
11 violence at STRs across the nation.⁴ In California alone, there had been at least four shootings in
12 the months of September and October 2019. As recently as October 27, 2019 in nearby
13 Sacramento, CA, there was a fatal shooting at an Airbnb party where three others also shot.

14 45. The prevalence of these incidents had been known to security personnel inside
15 Airbnb for at least two years. According to reporting by the Wall Street Journal, several Airbnb
16 employees in charge of safety had been imploring executives for over two years to better police
17 the listings and apply prophylactic measures.⁵

18 46. Executives declined to reasonably pursue these safety measures, which would have
19 served to slow their growth in the important pre-IPO stage they were entering. Airbnb executives
20 pledged to enact unspecified safety measures *only* after it became clear the public that shootings
21 and homicides at Airbnb parties were becoming a national epidemic.

22 47. In an interview with tech journalist Kara wisher on November 7, 2019, CEO Brian
23 Chesky said explicitly that "everyone" at Airbnb knew about prevalence of violence at Airbnb
24 properties. Chesky also went on to say that the company "did not do nearly enough to prevent it"

25 ⁴ Bauman A, Serrano A. Orinda Airbnb violence fits pattern - at least 42 people shot at short-term rentals in last
26 6 months. SFChronicle.com. <https://www.sfchronicle.com/crime/article/Orinda-Airbnb-violence-fits-pattern-at-least-14815970.php>. Published November 6, 2019.

27 ⁵ Grind K, Shifflett S. Shooting, Sex Crime and Theft: Airbnb Takes Halting Steps to Protect Its Users.
28 WSJ. https://www.wsj.com/articles/shooting-sex-crime-and-theft-airbnb-takes-halting-steps-to-police-its-platform-l1577374845?mod=hp_lead_pos5. Published December 26, 2019.

1 and was not nearly “aggressive enough, fast enough” in their response to try to combat the growing
2 trend of homicides and gun violence at the properties they partnered with.⁶

3 48. Chesky also mentioned in an interview that the framework and policy shift to
4 manage these urgent issues was already developed and ready for organization use at the time of
5 this interview. However, Chesky noted that the framework had only been superficially deployed
6 and left understaffed due to the constraints on growth that would have resulted from its application.
7 Chesky had clearly been aware of the widespread violence, specifically gun violence, and left them
8 to fester unmolested choosing to side with the growth-driven interests over the safety of the
9 customers, partners and community at large.

10 **D. AIRBNB’S REPRESENTATIONS ABOUT SECURITY AND SAFETY**

11 49. Despite the plethora of security issues that Airbnb had been having involving party
12 houses and violence, they have consistently maintained that the company is dedicated to the safety
13 and security of their partners, customers and guests.

14 50. Airbnb strategically imbues a false sense of security in individuals by means of the
15 literature that they publish on their website, specifically the page dedicated to the trust and safety.⁷

16 51. On this page, Airbnb expressly represents that it performs background checks,
17 screening and provides customer with a 24/7 hotline for support on security. Airbnb goes on to say
18 that “Airbnb’s commitment to the safety and security of guests and hosts includes a global team
19 of safety and security experts and a full range of safety practices including reviews, insurance, a
20 host guarantee, and 24/7 global response and assistance.” The previous statement, among others
21 pertaining to security, have been directly contradicted by the CEO of Airbnb, Brian Chesky, as
22 recently as November 7, 2019.

23 **E. AIRBNB HALLOWEEN MANSION PARTY MASS SHOOTING**

24 52. Prior to the evening of the Halloween Airbnb mansion party, the homeowners and
25 Airbnb accepted a request to rent the property at 114 Lucille Way for one night to Defendants

26 ⁶ Vox. Kara Swisher Interview with Airbnb CEO Brian Chesky. Recode Decode.
27 <https://www.stitcher.com/podcast/recode-decode/e/65139472?autoplay=true>. Published November 7, 2019.

28 ⁷ <https://www.airbnb.com/trust>. Last accessed January 10, 2020.

1 of the attendees and residents of the neighborhood. Attendees have reported that security for this
2 mansion party came in the form of one Defendant Doe 1 through 100 at the door that was drinking
3 large amounts of Hennessy from the bottle as he casually waved everyone through the door who
4 has paid \$10.00.

5 57. No one was patted down. No identification was taken. There were individuals in
6 attendance that were as young as seventeen years old, who would have had access to the same
7 alcohol and drugs that those of age would have been consuming.

8 58. Complaints of loud noise and a large party began trickling into the Orinda Police
9 Department as early as 9:19 p.m. that night according to the call logs. Another report from an
10 anonymous male complained via email of a large party at 9:34 p.m. More calls came into dispatch
11 at 10:25 p.m. about the party that had spread onto the street.⁸

12 59. Defendants, homeowners Luo and Wang, had previously installed a Ring doorbell
13 that had an internet-connected camera facing outside that the homeowners could view remotely.
14 According to the statements from Wang made to the media, he had noticed the large number of
15 people coming and going from the property and had decided to call the authorities to intervene.
16 These statements from Wang have not been sustained y any of the call logs or materials released
17 by officials at the time of this Complaint.

18 60. At the time of the shooting, reports noted that there were upwards of 100 people
19 crowding into the property that had a legal capacity of 13 people. Videos of the party show people
20 dancing and drinking alcohol until 10:51 p.m. when shots were fired. Calls began pouring into the
21 Orinda Police Department immediately afterwards. These shots eventually killed four people
22 including DECEDENT. DECEDENT was shot in the back having no time to attempt to flee or
23 evade the perpetrators.

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25 _____
26 ⁸ Gartrell N, Debolt D, Kawamoto J. Call logs shed new light on Halloween shooting in Orinda.
27 Mercurynews.com. <https://www.mercurynews.com/2019/11/12/orinda-officers-were-in-oakland-during-shooting-that-killed-five-according-to-call-logs-panicked-moments-after-shooting-detailed/>. Published
28 November 12, 2019.

1 lease, manage, maintain, entrust, operate, and control the SUBJECT PREMISES in a reasonable
2 manner.

3 68. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
4 voluntarily or for a charge, performed predictive analytics and machine learning to evaluate, flag,
5 and investigate suspicious activity before it happens. These services were of a kind that
6 DEFENDANTS, and each of them, should have recognized as needed for the protection of the
7 decedent.

8 69. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
9 owed a duty of care to all reasonably foreseeable people, including DECEDENT, to reasonably
10 perform predictive analytics and machine learning to evaluate, flag, and investigate suspicious
11 activity before it happens.

12 70. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
13 breached their duty of care to all reasonably foreseeable people, including DECEDENT, to
14 reasonably perform predictive analytics and machine learning to evaluate, flag, and investigate
15 suspicious activity before it happens.

16 71. At all times relevant and mentioned herein, DEFENDANTS, and each of them, ran
17 hosts and guests against regulatory, terrorist, and sanctions watchlists, and conduct background
18 checks for guests in the United States. These services were of a kind that DEFENDANTS, and
19 each of them, should have recognized as needed for the protection of DECEDENT.

20 72. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
21 owed a duty of care to all reasonably foreseeable people, including DECEDENT, to reasonably
22 run hosts and guests against regulatory, terrorist, and sanctions watchlists, and conduct
23 background checks for guests in the United States.

24 73. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
25 breached their duty of care to all reasonably foreseeable people, including DECEDENT, to
26 reasonably run hosts and guests against regulatory, terrorist, and sanctions watchlists, and conduct
27 background checks for guests in the United States.

1 74. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
2 owed a duty of care to all reasonably foreseeable people, including DECEDENT, to reasonably
3 limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-term rental
4 agreements with guests and hosts where the risk of gang presence is reasonably foreseeable.

5 75. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
6 breached their duty of care to all reasonably foreseeable people, including DECEDENT, to
7 reasonably limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-
8 term rental agreements with guests and hosts where the risk of gang presence is reasonably
9 foreseeable.

10 76. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
11 owed a duty of care to all reasonably foreseeable people, including DECEDENT, to reasonably
12 limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-term rental
13 agreements with guests and hosts where the risk of violations of County or City ordinances is
14 reasonably foreseeable.

15 77. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
16 breached their duty of care to all reasonably foreseeable people, including DECEDENT, to
17 reasonably limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-
18 term rental agreements with guests and hosts where the risk of violations of County or City
19 ordinances is reasonably foreseeable.

20 78. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
21 owed a duty of care to all reasonably foreseeable people, including DECEDENT, to reasonably
22 limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-term rental
23 agreements with guests and hosts where the risk of harm to third parties, including DECEDENT,
24 is reasonably foreseeable.

25 79. At all times relevant and mentioned herein, DEFENDANTS, and each of them,
26 breached their duty of care to all reasonably foreseeable people, including DECEDENT, to
27 reasonably limit the guests who would occupy the SUBJECT PROPERTY, by disallowing short-
28

1 term rental agreements with guests and hosts where the risk of harm to third parties, including
2 DECEDENT, is reasonably foreseeable.

3 80. The Defendants, and each of them, breached these duties by failing to perform due
4 diligence on those who rented the property, by failing to take steps to ensure that large, unsafe
5 parties were not held on the property, and by, in fact, holding such party without providing any
6 security measures whatsoever outside of the obviously ineffectual doorman purported to be
7 drinking Hennessy directly from the bottle.

8 81. DEFENDANTS' negligence described above directly and proximately caused
9 DECEDENTS' death, causing damages and harm to PLAINTIFFS, when a preventable and
10 foreseeable shooting erupted at the SUBJECT PROPERTY.

11 82. The fact that there was no security, no occupancy limit, and no process for vetting
12 those who were admitted to the party meant that a dangerous situation was created in which violent
13 conflict and injury were likely to, and did in fact, occur. The fact that this injury was foreseeable,
14 since such events have often ended in bloodshed in the recent past and have developed into a clear
15 widespread trend, means that these acts and/or omissions were the actual and proximate cause of
16 PLAINTIFFS' injuries.

17 83. PLAINTIFFS have suffered damages in their personal capacities, as family or heirs
18 to the decedents. DECEDENT died in the course of this shooting. PLAINTIFFS claim economic
19 and non-economic damages caused actually and proximately by DEFENDANTS' negligence.

20 **SECOND CAUSE OF ACTION**

21 **NEGLIGENCE PER SE**

22 **AGAINST ALL DEFENDANTS**

23 84. Plaintiffs bring this cause of action against all DEFENDANTS. Plaintiffs hereby
24 incorporate all paragraphs herein.

25 85. Defendants, and each of them, owed a duty to the Plaintiffs, the nature of which
26 can be established by negligence per se. Under negligence per se, violation of a relevant code,
27 regulation, or ordinance creates a presumption of duty and breach. Here, the owners of the house

1 at 114 Lucille Way repeatedly violated Orinda Municipal Code Section 17.3.12 and Contra Costa
2 County Municipal Code, Title 8, Division 88, Chapter 88-32, Article 88-32.6, Section 88-32.608,
3 which both regulate short-term rentals. They received notice of their breach from the city of Orinda
4 and were aware of the existence and nature of this code.

5 86. The Orinda Municipal Code was enacted to “protect and promote the public health,
6 safety, and general welfare.” Thus, its intent was to create a safe environment for individuals within
7 the city of Orinda, and to prevent the kind of harm that comes from an unregulated use of property.
8 Because the Plaintiffs are in the class of people that the statute was created to protect and because
9 the harm is of the kind that the statute intended to avoid, the doctrine of negligence per se applies
10 here. Since DEFENDANTS violated the code in question, a presumption is created that they were
11 negligent per se.

12 87. At all times relevant and mentioned herein, Contra Costa County Municipal Code,
13 Title 8, Division 88, Chapter 88-32, Article 88-32.6, Section 88-32.608 provided, in relevant part,
14 that “No event, including a conference, wedding, fundraiser, or similar gathering, or any
15 commercial event, may be held at a short-term rental.” This code was enacted to protect and
16 promote the public health, safety, and general welfare.” Thus, its intent was to create a safe
17 environment for individuals within the County of Contra Costa, and to prevent the kind of harm
18 that comes from an unregulated use of property. Because the DECEDENT and PLAINTIFFS are
19 in the class of people that the statute was created to protect and because the harm is of the kind
20 that the statute intended to avoid, the doctrine of negligence per se applies here. Since
21 DEFENDANTS violated the code in question, a presumption is created that they were negligent
22 per se.

23 88. These violations were a direct and proximate cause of substantial fact or in the harm
24 suffered by the PLAINTIFFS. Had DEFENDANTS complied with the applicable short-term rental
25 codes in Orinda, CA and Contra Costa County, the Halloween party at the SUBJECT PROPERTY
26 would not have taken place and PLAINTIFFS would not have been injured. Thus, DEFENDANTS
27 are liable for the harm suffered by PLAINTIFFS as a result of DEFENDANTS’ negligence. The

1 failure of the DEFENDANTS to adhere to the relevant sections of the Orinda Municipal Code and
2 the Contra County Municipal Code caused PLAINTIFFS to suffer damages as in their personal
3 capacities, as family or heirs to the decedents, and as guardians ad litem.

4 **THIRD CAUSE OF ACTION**

5 **PREMISES LIABILITY**

6 **AGAINST ALL DEFENDANTS**

7 89. Plaintiffs bring this cause of action against all Defendants in their personal
8 capacities, as heirs to the decedent. Plaintiffs hereby incorporate all paragraphs herein of the
9 Complaint allegations by reference as if fully set forth herein.

10 90. At all times relevant herein, the Defendants, and each of them, owned, controlled,
11 operated, maintained, held out for public use or consumption, sold tickets at, promoted, leased,
12 managed, performed at, sold services or goods at, partnered with rightsholders, secured or rented
13 the premises in question at 114 Lucille Way relevant to the events which form the basis of this
14 suit. The Defendants, and each of them, negligently and carelessly used, maintained, repaired,
15 secured, inspected, managed, leased, held out for public use or consumption, patrolled, promoted,
16 provided goods or services to or/otherwise controlled the property at 114 Lucille Way that forms
17 the basis of this suit.

18 91. Defendants owed a duty to all invitees, because each one of the Defendants profited
19 from the presence of the Plaintiffs on said premises. Thus, the Plaintiffs were invitees of
20 Defendants, and Defendants owed the Plaintiffs the duty to make safe all discoverable hazards.
21 The Defendants breached their duty to invitees to eliminate the risks and dangers of the activities
22 provided adequate measures of security or take reasonable steps to eliminate the risk and dangers
23 of the premises acting as a de facto nightclub where large crowds of intoxicated individuals
24 congregate including, but not limited to, hiring licensed security personnel, employing metal
25 detectors, carrying out pat-downs or other screen methods on entering patrons, requiring
26 identification verification for entrance, obtaining permit or license for the sale of alcoholic
27 beverages or to hold public events and/or hiring competent staff or service professionals.

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DEMAND FOR TRIAL BY JURY

PLAINTIFFS RAYMOND HILL and CYNTHIA LYNETTE TAYLOR, individually,
hereby demand a trial by jury.

Dated: October 28, 2021

ADAMSON AHDOOT LLP



By: _____

Austin G. Ward, Esq.
Attorneys for Plaintiffs
RAYMOND HILL individually;
CYNTHIA LYNETTE TAYLOR individually