

IN THE CIRCUIT COURT FOR BALTIMORE CITY

JEANNETTE BELLIVEAU, *

Plaintiff, *

vs. * **Case No. 24-C-19-001836**

AIRBNB INC., *

Defendant. *

**APPELLANT’S RESPONSE IN OPPOSITION TO APPELLEE’S MOTION TO
DISMISS AND MOTION TO COMPEL ARBITRATION**

JEANNETTE BELLIVEAU, Appellant, representing herself, respectfully opposes the Appellee’s Motion to Dismiss and Motion to Compel Arbitration. Given the time constraints imposed by the trial date presently scheduled for May 10, 2019, Appellant presents the following brief response in support of her opposition to the Appellee’s motions, on which the Appellant is prepared to expand via supplemental and/or amended response if so permitted or requested by this Court:

1. The Appellee’s motion to dismiss and motion to compel arbitration, in an attempt to absolve the Appellee of all liability in this case for its wanton actions, rely on the Terms of Service (TOS) of AirBNB’s contract. As the TOS constitute a one-sided and unjust waiver of rights that shocks the conscience of the impartial observer, the contract Appellee relies on in its motions is void and unenforceable in violation of public policy.

2. In its Opposition, the Appellee relies on an unenforceable contract, as the Appellant hopes to demonstrate to the Court. Maryland and common law do not permit unconscionable contracts, as seen in this instance specifically as follows: (a) the unequal bargaining power between AirBNB and its hosts, who have not an iota of negotiating leverage;

(b) the Appellee's attempts via its Terms of Service to shift all risks of engaging in its short-term rental platform to hosts; and (c) the Appellee's absolving itself of liability for negligence. Further, Maryland and common law disallow exculpatory clauses in certain transactions, including any involving innkeepers as occur here, that are perceived to affect the public interest.

3. Finally, in a compelling paradox, the Terms of Service so heavily referenced in the Appellee's Response (pp. 2-25), rather than supporting an automatic decision in favor of the Appellee, on closer inspection achieve exactly the opposite. These Terms of Service go so far overboard in favoring the Appellee as to land squarely in realm of unfair, unconscionable and unenforceable. In fact, the European Union has forced the Appellee to provide a fairer contract in the EU, whereby hosts from Finland to the Mediterranean can in fact hold the Appellee responsible for negligence. If it pleases the Court, Maryland short-term rental hosts would appreciate having the same rights to fairness and due process as hosts in Europe.

WHEREFORE, the Appellant respectfully requests that the Appellee's motion to dismiss be DENIED; and

WHEREFORE, the Appellant respectfully requests that the Appellee's motion to compel arbitration be DENIED.

RESPECTFULLY SUBMITTED,



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I hereby certify under the penalty of perjury that the facts contained in the foregoing document are true and accurate to the best of my knowledge, information and belief.



JEANNETTE BELLIVEAU

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on Monday, May 6, 2019, a copy of the foregoing document was hand delivered to:

Spencer Evans, Esq.
Niles, Barton & Wilmer
111 S. Calvert St.
Suite 1400
Baltimore, MD 21202

Counsel for Defendant



JEANNETTE BELLIVEAU