

IN THE CIRCUIT COURT FOR BALTIMORE CITY

JEANNETTE BELLIVEAU,

*

Plaintiff,

*

vs.

*

Case No. 24-C-19-001421

STEPHANIE AKKER,

*

Defendant

*

PLAINTIFF’S REQUEST FOR LEAVE TO AMEND COMPLAINT
AND
FOR CONVERSION OF MATTER TO RECORD APPEAL

JEANNETTE BELLIVEAU, Plaintiff, representing herself, hereby respectfully moves this Court, pursuant to Md. Rule 2-341(b)¹, for leave to amend the ad damnum clause in her Complaint against Stephanie J. Akker (“Defendant”) from \$5,000.00 (covering damages for 8/14/2018 to 12/31/2018) to an amount in excess of \$75,000.00 to account for the continuing damages resulting from defendant’s libelous actions. In addition, as the real amount in controversy exceeds \$5,000.00, the Plaintiff further requests that this Court convert the pending

¹ “A party may file an amendment to a pleading after the dates set forth in section (a) of this Rule only with leave of court. If the amendment introduces new facts or varies the case in a material respect, the new facts or allegations shall be treated as having been denied by the adverse party. The court shall not grant a continuance or mistrial unless the ends of justice so require.”

See also Md. Rule 7-112(d) (explaining that, in the context of de novo appeals heard in the Circuit Court, the form and sufficiency of pleadings are governed by the rules applicable in the District Court, but that the appeal shall otherwise proceed in accordance with the rules governing cases instituted in the circuit court). *See also Goldstein v. Bank*, 41 Md.App. 224 (1979) (stating that leave to amend pleadings should be granted freely in order to promote justice); *see also Gensler v. Korb Roofers, Inc.*, 37 Md.App. 538 (1977) (noting that amendments to pleadings are to be allowed freely and liberally so long as the factual pattern remains essentially the same and no new cause of action is stated invoking different legal principles).

de novo appeal to an appeal on the record in accordance with Md. Rule 7-113, stating in support thereof as follows:

BRIEF FACTUAL AND PROCEDURAL BACKGROUND

1. The Plaintiff originally filed a Complaint against the Defendant in November 2018 in the District Court for Baltimore City. This Complaint followed a defamatory review in August 2018 on the AirBNB short-term rental platform by the Defendant, who stated falsely that there was an “unsecured 9mm gun” in Plaintiff’s living room. (See Exhibit A). This defamatory review resulted in AirBNB delisting the plaintiff from the platform, where she had been earning several thousand dollars monthly as her only source of income. (See Exhibit B).

2. At the time her Complaint was originally filed, the Plaintiff had suffered actual damages in the range of \$5,000.00 from lost income and thus filed in Small Claims Court, seeking \$5,000.00 for the damages incurred from 8/14/2018 to 12/31/2018.

3. This case was heard in District Court in February 2019. During that hearing, at which the Defendant did not personally appear, the presiding Judge found the Defendant’s course of conduct to be “atrocious” and ordered a default judgment in favor of the Plaintiff. The Judge noted he was willing to award additional damages, as he could determine that Plaintiff’s losses had exceeded the \$5,000 limit months before Trial, but was limited by the Small Claims cap.

4. Since the Plaintiff’s filing of her initial complaint, she has continued to suffer additional damages as a result of the Defendant’s defamatory post. So that these additional damages may be considered within the confines of the instant proceeding, allowing for the ultimate and just resolution of this matter, the Plaintiff seeks leave to amend her Complaint.

I. REQUEST TO AMEND DAMAGES

5. The Plaintiff requests leave of this Court to amend her complaint to account for the damages that have accrued since the filing of her District Court action and will continue to accrue for the foreseeable future, as the destructive effects of the Defendant's libelous review continue to wreak havoc on the Plaintiff's ability to make a living.

6. As this case drags on, now before this Court by nature of the Defendant's request for de novo appeal, the Plaintiff's damages continue to accrue. The Defendant's refusal to acknowledge the magnitude of her actions began when she failed to respond to three requests via e-mail prior to the Small Claims trial to correct her negligent report with AirBNB. (See Exhibit C). The Defendant's apparent indifference to the harm caused to Plaintiff has persisted through the filing of the Plaintiff's Complaint and the hearing below.

7. In light of the Defendant's unwillingness to retract or correct her defamatory post, the Plaintiff was forced to undergo the expense and trouble of entering a separate Complaint against AirBNB in order to correct the record and mitigate the continuing damage caused by the Defendant's post. This separate action has resulted in AirBNB reinstating the Plaintiff in March, but with the defamatory review in place. This forestalled any chance of the Plaintiff regaining business and left her exposed to a home invasion by any member of the public who saw an opportunity to look to steal a "9mm gun," helpfully described by the Defendant as being in a basket by her front door. The presiding District Court Judge in this separate case essentially ordered AirBNB to remove the review or face contempt of court charges. (District Court Case No. 28178-2018; Circuit Court Case No. 24-C-19-001836).

8. It can be anticipated that until the Defendant corrects the record with AirBNB and this matter is finally to rest, the Plaintiff is at risk of losing her listing privileges

again at any time given the uncorrected blot on her file. More important, even after the Defendant corrects the record, the lingering effects of Defendant's actions will continue to cause lasting harm to the Plaintiff in the form of lost rentals, as AirBNB uses complex and internal algorithms to place listings in its search results that are influenced by a variety of factors, including prior negative reviews. (See Exhibit D).

9. These lasting effects are tangible and substantial. The Plaintiff's bookings and income through AirBNB is now less than 10% of what it was during same time period in the prior year. (See Exhibit E). As such, it appears as though the damage caused by the Defendant's defamatory review may be irreparable. Prior to the defamatory post by the Defendant, Plaintiff's listing privileges had never been retracted, nor had she been the subject of any investigation by AirBNB. Also prior to Defendant's callous and baseless post, the Plaintiff's several short-term rentals were fully booked on a regular basis. Since the defamatory post, the Plaintiff has struggled to consistently fill her rooms.

10. The Plaintiff is entitled to compensation for the economic damages that have accrued since the filing of her District Court complaint and will continue to accrue as a result of the Defendant's continued defamatory conduct. She also remains encumbered by damage to her reputation, emotional distress from being rendered unable to support herself without public assistance, and a lack of confidence in her ability to make a living as a short-term rental host. With this Court's permission, the Plaintiff would also be amending her complaint to include a request for punitive damages, given the stark indifference of the Defendant to the consequences of her actions and her decision not to appear for trial in the District Court. Relatedly, Plaintiff has not had the opportunity to cross-examine the Defendant as to any possible ulterior motives or aggravating factors related to the disparaging public statement.

11. If so permitted, the Plaintiff would also amend her complaint to seek appropriate reimbursement under Md. Rule 1-341 for fees and expenses related to the instant appeal.

12. The following actions taken by the Defendant have appeared inexplicable to neutral observers, including the Judge in Small Claims Court, and support an award for punitive damages in favor of the Plaintiff:

(a) The Defendant did not to raise any concern during her stay in the Plaintiff's home about the rubber training pistol in the Plaintiff's dog's toy basket. Any such concerns could have been alleviated by a conversation with the Plaintiff lasting perhaps 10 seconds;

(b) The Defendant filed a false report and review regarding the Plaintiff without taking any steps whatsoever to determine the validity of her concerns, turning immediately to the Internet to disseminate her one-sided and incredible story before making any effort to determine its validity;

(c) After posting her false report and review, the Defendant ignored three emails from the Plaintiff explaining that the Plaintiff did not in fact keep an unsecured handgun within steps of the front door of her publicly rented residence;

(d) The Defendant failed to appear before the District Court;

(e) The Defendant has provided no evidence to AirBNB, the District Court or the Plaintiff of the existence of an unsecured weapon on the Plaintiff's property;

(f) Since her original defamatory review through AirBNB, the Defendant has "doubled down" on her unfounded, uncorroborated and refuted belief that an unsecured weapon was haphazardly stored among the Plaintiff's dog's toys on the social media website "AirBNB Hell." (See Exhibit F).

13. If the Plaintiff's instant request for leave to amend her Complaint is denied, the Plaintiff will be required to file a separate action before this Court for the continuing damages that have accrued since the time of her initial filing and have not been presented for consideration by this Court or the District Court.

14. In the interests of justice and judicial economy, the Plaintiff asks this Court to for leave to amend the ad damnum clause of her Complaint to reflect the additional damages that have accrued since the filing of her initial Complaint, given the following facts:

- (a) The Defendant's negligence in making her false report;
- (b) The Defendant's refusal to correct her prior acts despite the Plaintiff's polite explanation and requests by the Plaintiff as she faced and continues to face loss of livelihood;
- (c) The Defendant's frankly bizarre decision to defend against this Complaint in District Court and the frivolous nature of her Appeal;
- (d) The emotional trauma and financial harm directly caused to the Plaintiff as a result of Defendant's conduct; and
- (e) The continuing, extensive and needless damage to the Plaintiff's strong record at AirBNB, from where the Plaintiff makes her livelihood.

II. CONVERSION TO APPEAL ON THE RECORD

15. In conjunction with her request to amend the damages sought in complaint, the Plaintiff respectfully asks this Court to convert the pending de novo appeal to an appeal on the record, as the amended damages sought dictate that a record appeal will be required. Pursuant to Md. Code Ann., Courts & Judicial Proceedings § 12-401(f), "in a civil case in which the amount in controversy exceeds \$5,000 exclusive of interest, costs, and attorney's fees ... an appeal shall be heard on the record made in the District Court."

16. The Plaintiff has a copy of the audio recording from the District Court proceeding, and is prepared to order a transcript thereof to be provided to this Court upon the Court's granting of this request for leave to amend.

WHEREFORE, the Plaintiff respectfully requests that this Court grant her the following relief in the interests of justice and judicial economy:

A. That this Court permit the Plaintiff to amend her complaint so that the Court may consider the damages that have accrued since the filing of her District Court complaint and which will continue to accrue for the foreseeable future, if not indefinitely;

B. That this Court convert this matter to an appeal on the record in accordance with Maryland's Rules of Civil Procedure governing District Court Appeals with an amount in controversy exceeding \$5,000.00;

C. That this Court continue the hearing presently scheduled for April 25, 2019, so as to afford ample time for the generation and transmission of the transcript to this Court; and

D. That this Court grant any such further and additional relief as may be appropriate.

RESPECTFULLY SUBMITTED,



JEANNETTE BELLIVEAU

203 South Ann St.

Baltimore, MD 21231

410-342-5131

amateursguide@gmail.com

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 2nd day of, April _____, 2019, a copy of the foregoing document was mailed, first class, postage pre-paid, to:

Arthur P. Hawgood, III, Esq.
10015 Old Columbia Road, Suite B215
Columbia, MD 21046

Counsel for Defendant

A handwritten signature in black ink, appearing to read "JMBelliveau", written over a horizontal line.

JEANNETTE BELLIVEAU

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Plaintiff,

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Case No. 24-C-19-001421

STEPHANIE AKKER,

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Defendant

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ORDER

Upon consideration of the Plaintiff's Request for Leave to Amend Complaint and for Conversion to Record Appeal, any response thereto, and any other relevant information, it is, this _____ day of _____, 2019, by the Circuit Court for Baltimore City,

ORDERED, that the Plaintiff's Request for Leave to Amend Complaint be, and is hereby, GRANTED. It is further

ORDERED, that the Plaintiff shall submit her amended complaint with this Court on or before _____. It is further

ORDERED, that the amendments made by the Plaintiff shall be limited to those proposed by Plaintiff in her Request. It is further

ORDERED, that this matter shall be converted to an appeal on the record, pursuant to Courts & Judicial Proceedings § 12-401(f). It is further

ORDERED, that the hearing presently scheduled for April 25, 2019 be continued to _____. It is further

ORDERED, that the Plaintiff shall request the transmittal of the transcript from the

District Court for Baltimore City to this Court on or before _____.

And, it is further

ORDERED, that

JUDGE

Read Stephanie's review

Airbnb <automated@airbnb.com>
To: amateursguide@gmail.com

Sat, Aug 11, 2018 at 7:23 PM



Here's what Stephanie wrote

"There was a gun at the front door, unsecured, within reach, 9mm hand gun in a small basket by front door. I've never left a bad review for any Airbnb, but I feel people should know in advance of reserving the accommodations. The gun was not disclosed as per Airbnb policy. I would not have rented this location had I known. Everything else was fine, but the gun "killed" it for me! Already reported to Airbnb. "

Now that you've both written reviews, we've posted them to your Airbnb profiles.

While Stephanie's feedback can't be changed or removed, you can write a response that will appear directly below it.

Write a Response



Stephanie

There was a gun at the front door, unsecured, within reach, 9mm hand gun in a small basket by front door. I've never left a bad review for any Airbnb, but I feel people should know in advance of reserving the accommodations. The gun was not disclosed as per Airbnb policy. I would not have rented this location had I known. Everything else was fine, but the gun "killed" it for me! Already reported to Airbnb.

From Richland, WA · July 2018 ·

CharmCityHomestay: Oasis Suite-Relo

**Plaintiff's
exhibit A**



Q Search



888 Brannan Street
San Francisco, CA 94103
Airbnb tax ID number: 26-3051428

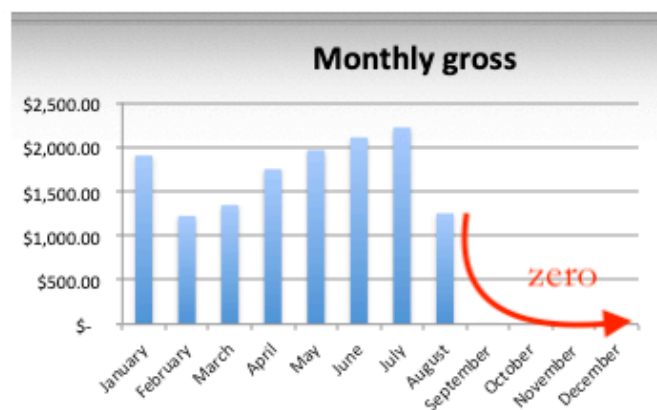
Earnings Summary for Jeannette Belliveau

User ID [REDACTED]
Report Generated: April 02, 2019

January 01, 2018 - December 31, 2018

Accounts

Payment Method / Account	Gross Earnings ?	- Airbnb Service Fees	- Adjustments ?	= Total Paid ?
PayPal (USD): [REDACTED]	\$14,241.10	\$424.58	\$44.00	\$13,772.52
Total	\$14,241.10	\$424.58	\$44.00	\$13,772.52



Plaintiff's
exhibit B

Hi Stephanie, from Jeannette at Charm City Homestay

Jeannette Belliveau <amateursguide@gmail.com>

Sun, Sep 9, 2018 at 10:14 AM

Reply-To: amateursguide@gmail.com

To: stephanieakker@yahoo.com

Hi Stephanie,

Hope this note finds you well. It was a pleasure to meet you, Sebastian and Dalen.

Was there a misunderstanding about something in the dog's toy basket in the living room? Did you think I had some kind of pistol unsecured?

A training device for Krav Maga (rubber, pistol shaped, no detailing or metal texture, bendable as shown in the attached photo) may have been very slightly peeking out from under some of Copper's toys.

Please let me know if this is indeed the case. If so, I'd appreciate it if you could get in touch with AirBNB to provide correct information.

Thanks, Jeannette

(images attached)

P.S. This video links shows how we used the pistol in classes for Krav Maga, the Israeli military and street defense system.

[YouTube: KRAV MAGA TRAINING • The Fastest gun disarm \(Tutorial\)](#) .

P.P.S.. As I'm sure you know, Baltimore has been named the most dangerous big city in the U.S. for 2018.

Given this state of affairs, I frequently discuss street safety with my guests, especially solo female travelers concerned about crime who deliberately select a female host with local knowledge. I provide them on request with a wearable personal alarm, as well as a demonstration on how to disarm criminals, given the number of my friends and neighbors who have been personally mugged and assaulted in the immediate area.

--

Jeannette Belliveau
Baltimore, Md.
[Charm City Homestay](#)
410-342-5131

2 attachments

DogsToyBasket.jpg
1101K



RubberTrainingDevice.jpg
1015K

Plaintiff's
exhibit C-1

Hi Stephanie, from Jeannette at Charm City Homestay

Jeannette Belliveau <amateursguide@gmail.com>

Reply-To: amateursguide@gmail.com

To: sakker@gmail.com

Sun, Sep 30, 2018 at 9:05 AM

Hi Stephanie,

Haven't heard back from you on my Sept. 9 email, can you get back to me? Thanks! -- Jeannette

----- Forwarded message -----

From: **Jeannette Belliveau** <amateursguide@gmail.com>

Date: Sun, Sep 9, 2018 at 10:14 AM

Subject: Hi Stephanie, from Jeannette at Charm City Homestay

To: <stephanieakker@yahoo.com>

Hi Stephanie,

Hope this note finds you well. It was a pleasure to meet you, Sebastian and Dalen.

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2 attachments



DogsToyBasket.jpg
1101K

RubberTrainingDevice.jpg
1015K

Plaintiff's
exhibit C-2

Exhibit 5 -- Photos of the rubber training device

(at right) This imitation pistol is used in Krav Maga -- Israeli self-defense training -- to teach students how to evade and disarm an attacker. The plaintiff has used it in demonstrations with female AirBNB guests concerned about crime in Baltimore.



(at left)
This photo of the plaintiff's living room shows how difficult it is to notice this training device. None of hundreds of guests has ever noticed or mentioned it; it's buried in the aluminum toy basket on the shelf at front right.

(at right) The aluminum basket holds a launcher for the dog's Frisbee toy and the plaintiff's glasses case. Underneath the glasses case is the Krav Maga training device. It is both difficult to notice, but if noticed, it clearly looks like rubber, not metal.



Plaintiff's
exhibit C-3

Trying to get an update from you

Jeannette Belliveau <amateursguide@gmail.com>
Reply-To: amateursguide@gmail.com
To: sakker@gmail.com, stephanieakker@yahoo.com

Tue, Oct 30, 2018 at 12:45 PM

Hi Stephanie,

Haven't heard back from you on my Sept. 9 and Sept. 30 emails, can you get back to me? Thanks! -- Jeannette

----- Forwarded message -----

From: **Jeannette Belliveau** <amateursguide@gmail.com>
Date: Sun, Sep 9, 2018 at 10:14 AM
Subject: Hi Stephanie, from Jeannette at Charm City Homestay
To: <stephanieakker@yahoo.com>

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--

Jeannette Belliveau
Baltimore, Md.
Charm City Homestay
410-342-5131



Sender notified by
Mailtrack

Plaintiff's
exhibit C-4

Email read: «Trying to get an update from you»

MailTrack Alerts <alerts@mailtrack.io>


Tue, Oct 30, 2018 at 12:52 PM

Reply-To: no-reply@mailtrack.io

To: amateursguide@gmail.com

 Email alert from Mailtrack[Turn off email alerts](#)**Trying to get an update from you** [open email](#)

Your email has been read 6 minutes after it was sent

 Sent on 2018-10-30 at 12:46h Read on 2018-10-30 at 12:52h by one of the recipients

Recipients [sakker@gmail.com](#) ([invite to Mailtrack](#)) [stephanieakker@yahoo.com](#) ([invite to Mailtrack](#))

Identifying who opened your mails when there are multiple recipients has its limitations. Get around these limitations and know for sure who's opened your mail by asking your contacts to install Mailtrack

[Turn off email alerts](#)

Plaintiff's
exhibit C-5

What factors determine how my listing appears in search results?

The goal of the Airbnb search ranking algorithm is to help guests find the perfect listing for their trip—and help hosts find guests who are a great fit for their space. We look at nearly 100 different factors for every listing in every search (and don't worry—you don't have to perform perfectly on everything to rank well).

The exact list of features we consider is confidential, but here are the basic categories:

Guest needs: We look at factors related to the guest, including where they're searching from, their previous trips, which listings they've added to their Wish List or clicked on, and more.

Listing details: We consider things like the number of five-star reviews, price, location of the listing, if Instant Book is turned on, how quickly the host of the listing responds to requests, and many other factors.

Trip details: We factor in how many guests will be traveling, how long the trip will be, how far in the future the trip is, if they have set a minimum or a maximum price, and a variety of other factors.

If you're interested in more detail, here are some specifics:

Understanding searchers

To understand how guests have responded to your listing in previous searches, we look at numerous signals, but two important factors are:

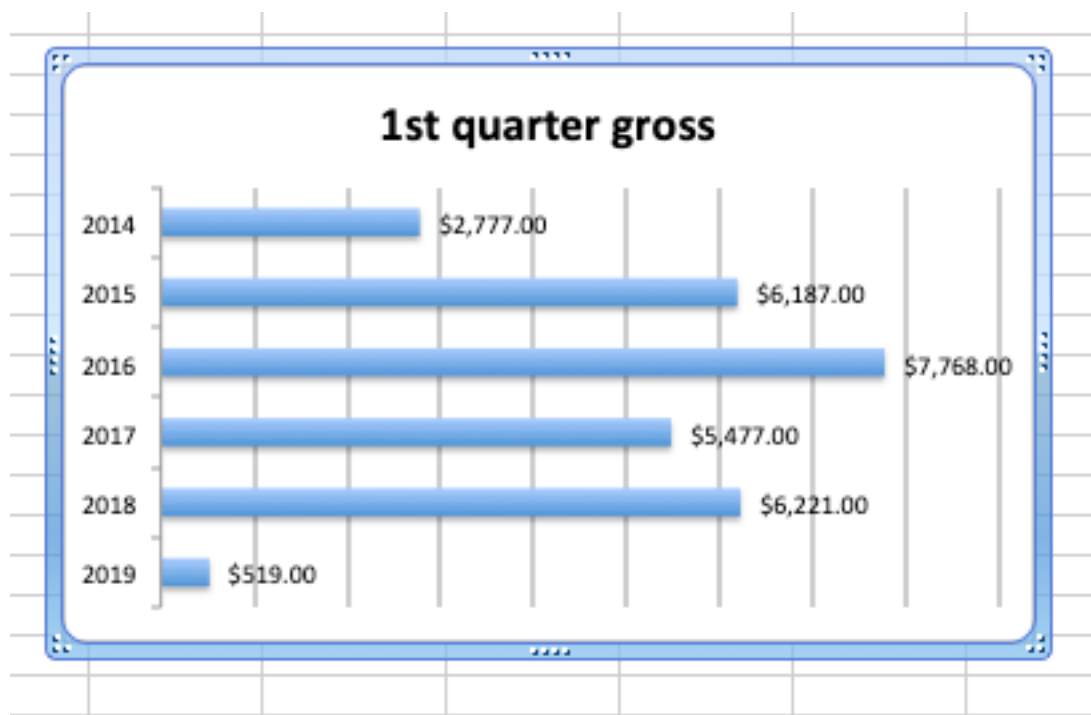
- **Clicks in search results:** When a listing is shown in search results, we consider it a good sign if a guest clicks on that listing to learn more. To ensure that this is fair for our whole host community, we make sure to only count clicks from different guests.
- **Requests from a listing page:** We look at how often guests request to book when they look at your listing. We find that successful listings do a good job of helping guests decide to book.

Understanding listings

These are some of the factors that hosts have most control over:

- **Reviews:** Search ranking looks at the number of trips that have been completed, and the reviews and ratings that were left by guests. While good reviews are essential to performing well in search, a small number of negative ratings or missed reviews from guests will not necessarily have a substantial impact on your ranking.
- **Price:** We find that price is one of the big decision factors that our guests look at when comparing listings. For that reason, it's important to set a competitive price within your market.
- **Superhost:** While the Superhost designation doesn't boost a listing, the factors that earn you Superhost status do.
- **New listings:** To make sure brand new hosts can get established successfully, we make sure new listings show up well in search rankings.

Plaintiff's
exhibit D



Plaintiff's
exhibit E

*airbnb*HELL

Uncensored Airbnb Stories from Hosts & Guests

[Home](#)[Guest Stories](#)[Host Stories](#)[Neighbors](#)[Airbnb Competitors](#)[Share YOUR Story](#)[More](#)

Sued by Airbnb Host for Reporting a Gun

Posted on January 16, 2019

I stayed at an Airbnb in Baltimore for a weekend last summer and was aghast to find a hand gun at the front door, just set out and unsecured. I was not comfortable confronting the home owner for my own safety.

I reached out to Airbnb for guidance on how to proceed; as per their policy, guns are to be secured. I was concerned for the safety of others renting after myself and the potential for children to be in the residence as well. I viewed leaving a public review reporting the gun as a moral obligation.

Airbnb investigated and also encouraged me to leave a review based on my experience. Airbnb solicited a response from the owner, and chose to terminate their business with the host. The host subsequently sued me for defamation and loss of income. The owner says the gun is fake. I have no reason to believe the gun was fake.

I have subsequently hired an attorney at my own expense to defend myself and have a court date in February of 2019. Airbnb does not offer protection to renters, only hosts in the event situations go awry.

I reached out to Airbnb, immediately after being served court docs by the police, at my place of employment no less. Airbnb's response was to contact my lawyer for advise on the matter.

People should know, that while Airbnb is a review-based platform, your honest review can land you in court, without any support or protection from Airbnb. Reviews are inflated and inaccurate when consumers cannot honestly report their experiences for fear of being sued.

[Translate »](#)

Plaintiff's
exhibit F