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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
J. Cordell Maddox, Jr., Circuit Court Judge

Appellate Case No. 2023-001211
Case No. 2021-CP-02-00889

Julianne Foster, ... Plaintiff,

v.

Rhett Riviere, Katherine A. Thomas, Chase Enterprises,
LLC of South Carolina, and Airbnb, Inc., ... Defendants,

Of which Rhett Riviere, is the Appellant,

AND Airbnb, Inc., ... Respondent.

RECORD ON APPEAL
VOLUME TWO

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
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Case No. 2021-CP-02-00889

Julianne Foster, ... Respondent,

v.

Rhett Riviere, Katherine A. Thomas, Chase Enterprises,
LLC of South Carolina, and Airbnb, Inc., ... Defendants,

Of which

Rhett Riviere, is the Appellant.

AND

Airbnb, Inc., ... Crossclaimant

v.

Rhett Riviere, ... Appellant

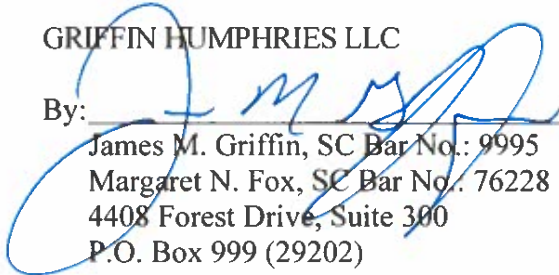
NOTICE OF APPEAL

Rhett Riviere (“Riviere”) appeals the Order filed July 26, 2023, denying Riviere’s Motion to Compel Arbitration and Motion to Dismiss or, in the Alternative, Stay. Riviere received written notice of the order denying its Motion to Compel Arbitration and Motion to Dismiss or, in the Alternative, Stay on July 26, 2023.

South Carolina case law provides that “[a]n order denying arbitration is immediately appealable.” *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115, 121, 747 S.E.2d 461, 464 (2013); *see also Towles v. United HealthCare Corp.*, 338 S.C. 29, 34-35, 524 S.E.2d 839,

842 (Ct. App. 1999) (noting section 16 of the FAA explicitly provides for an appeal from an order denying a motion to compel arbitration and finding that the circuit court's order refusing to compel arbitration was immediately appealable). Therefore, this appeal is ripe for the Court's review and consideration.

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Columbia, South Carolina
July 27, 2023

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SC Court of Appeals

Exhibit 1

Order, July 26, 2023

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN) SECOND JUDICIAL CIRCUIT
)

Julianne Foster,) Civil Action No. 2021-CP-02-00889
)

Plaintiff,)
)

vs.)

Rhett Riviere, Katherine A. Thomas,
Chase Enterprises, LLC of South
Carolina, and Airbnb, Inc.)
)

Defendants.)
)

**Order Denying Motions to Compel
Arbitration and Dismiss by Third-
Party Defendant Rhett Riviere**

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Jul 27 2023

SC Court of Appeals

This matter comes before the Court on Rhett Riviere’s (previously a Defendant, now a Third-Party Defendant) Motion to Compel Arbitration filed May 23, 2023, and his Motion to Dismiss or, in the Alternative, Stay filed on May 26, 2023. The Court held a hearing on June 13, 2023. All parties were represented by counsel. After consideration of the parties’ arguments based on the pleadings, exhibits, written submissions to date, oral argument, and applicable authorities, the Court **DENIES** Riviere’s motions to compel arbitration and dismiss or stay.

Factual Background

This action arose from an incident that occurred from May 17–18, 2019. (Am. Compl. ¶ 89.) Plaintiff alleges that she and her friend stayed at a rental property in Aiken, South Carolina. (*Id.* ¶ 93.) This property was owned by Defendant Chase Enterprises, which was managed by Riviere. (*Id.* ¶¶ 89–91.) Defendant Katherine Thomas held herself out to be the “host” or property manager for the property on Airbnb, Inc. (“Airbnb”). (*Id.* ¶ 95.) Plaintiff alleges that when she was staying at the property, Riviere had a hidden camera placed in a bedroom which captured recordings of her. (*Id.* ¶ 100.) Plaintiff dismissed her claims against Riviere pursuant to a confidential settlement agreement. Airbnb thereafter filed a third-party complaint against Riviere

seeking contractual and equitable indemnification. In response, Riviere filed a motion to compel Airbnb to arbitrate the indemnification claims.

Plaintiff's friend booked the property through Airbnb and the group "paid the Defendants to rent the Airbnb property." (*Id.* ¶ 100.) Riviere argues that Airbnb's Terms of Service attached as an exhibit to its Motion to Compel Arbitration govern the transaction. He argues that Plaintiff, Airbnb, and Thomas directly benefited from the transaction and the contractual provisions, including the incorporated policies, making them subject to those Terms. Riviere further contends that Plaintiff, Airbnb, and Thomas all agreed to the Terms as a condition of their being allowed to list and stay at his properties on Airbnb's online platform. Those Terms include an arbitration provision in Section 19 entitled "Dispute Resolution and Arbitration Agreement." (Terms of Service at 290–93.) Section 19.4 then states in bold:

Agreement to Arbitrate. You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

(*Id.* at 291.) Section 19.6 then provides that the Arbitration Agreement "evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision." (*Id.*) The Court disagrees with Defendants' arguments that an arbitrator, not the Court, should decide whether this case is arbitrable.

Legal Standard

Under the applicable Federal Arbitration Act ("FAA") "there is a potent public policy favoring arbitration, but this policy is deployed only as an aid in interpreting the scope and

enforcement of validly entered arbitration agreements.” *Weaver v. Brookdale Senior Living, Inc.*, 431 S.C. 223, 229-30, 847 S.E.2d 268, 271–72 (Ct. App. 2020). The “presumption in favor of arbitration applies to the scope of an arbitration agreement; it does not apply to the existence of such an agreement or to the identity of the parties who may be bound to such an agreement.” *Wilson v. Willis*, 426 S.C. 326, 337, 827 S.E.2d 167, 173 (2019) (internal quotation omitted).

Analysis

The Court **DENIES** Riviere’s Motion to Compel Arbitration and the Motion to Dismiss for three reasons: (1) The theory of direct benefits estoppel cannot be used to bind the Plaintiff non-signatory into arbitration, as she received no direct contractual benefit because she suffered harm while staying at the residence that was the subject of the contract; (2) South Carolina courts have declined to enforce arbitration provisions in cases of outrageous acts that are unforeseeable to reasonable consumers; and (3) Riviere waived the right to enforce arbitration by participating in the litigation before his dismissal and the third-party claims against him. The Court has considered and rejected all of the arguments raised by Riviere (whether directly or by way of joinder with Airbnb’s motion) in submissions filed and made to date in reaching its rulings on the pending motions.

I. Direct benefits estoppel does not apply here.

Riviere argues that direct benefits estoppel applies to require Plaintiff’s claims to be brought in arbitration. *See Wilson*, 426 S.C. at 340–41, 827 S.E.2d at 175 (quoting *Pearson v. Hilton Head Hosp.*, 400 S.C. 281, 290, 733 S.E.2d 597, 601 (Ct. App. 2012)). The Court disagrees. Instead, the Court relies on *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, 422 S.C. 544, 556, 813 S.E.2d 292, 299 (Ct. App. 2018), a case cited by Plaintiff, to conclude that Plaintiff

received no direct contractual benefit because she suffered harm while staying at the residence that was the subject of the contract. Thus, the Court declines to compel the matter to arbitration.

II. The Court will not compel arbitration of outrageous acts that are unforeseeable.

In South Carolina, the outrageous torts exception has permitted “parties whose claims arose out of an opponent’s ‘outrageous’ tortious conduct to avoid arbitration.” *Parsons v. John Wieland Homes & Neighborhoods of the Carolinas, Inc.*, 418 S.C. 1, 9, 791 S.E.2d 128, 132 (2016). South Carolina first recognized the exception to arbitration enforcement in 2007. *See Aiken v. World Fin. Corp. of South Carolina*, 373 S.C. 144, 644 S.E.2d 705 (2007). The Supreme Court excepted from arbitration outrageous torts that are “unforeseeable to the reasonable consumer and legally distinct from the contractual relationship between the parties.” *Id.*

Although Airbnb’s third-party complaint against Riviere seeks equitable and contractual indemnification, the Court nevertheless invokes that exception here, which Plaintiff first raised in her June 16 and 29, 2023 letters to this Court. On the facts alleged in the Amended Complaint, the Court concludes the exception applies outside of the contractual relationship between the parties and declines to compel the action to arbitration. The Court disagrees that United States Supreme Court precedent disallows this result.

III. Riviere has waived the right to seek arbitration.

South Carolina traditionally followed a three-part test in assessing whether a party has waived its right to compel arbitration: “(1) whether a substantial length of time transpired between the commencement of the action and the commencement of the motion to compel arbitration; (2) whether the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and (3) whether the non-moving party was prejudiced by the delay in seeking arbitration.” *Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 125, 647 S.E.2d 249, 250

(Ct. App. 2007). However, the Supreme Court of the United States recently clarified that courts could not develop an arbitration-specific variant of procedural rules such as requiring, for example, a showing of prejudice. *Morgan v. Sundance, Inc.*, 142 S. Ct. 1708, 1714 (2022). *Morgan* emphasized the general waiver rule of “voluntary relinquishment of a known right” and noted that the analysis should focus on the actions of the party who held the right. *Id.*

Regardless of the applicability of the arbitration agreement in the Airbnb’s Terms of Service to the claims asserted in this matter, Riviere has waived his right to enforce arbitration by participating in the litigation and settling Plaintiff’s claims against him. *See Rhodes v. Benson Chrysler-Plymouth, Inc.*, 374 S.C. 122, 125, 647 S.E.2d 249, 250 (Ct. App. 2007). Plaintiff filed her Complaint on April 28, 2021. Riviere filed an answer on June 28, 2021, and an Amended Answer on July 23, 2021. Riviere also filed a Motion to Stay on July 23, 2021, while the criminal action against him proceeded, which was denied. The parties then proceeded with discovery and have exchanged written discovery, taken depositions, and litigated discovery-related motions. Plaintiff then amended her complaint on November 30, 2022, and then unilaterally dismissed Riviere on December 20, 2022, after reaching a settlement with him. Riviere was then brought into the case in response to third-party claims the Court required Airbnb to assert in lieu of crossclaims. It was not until May 23, 2023, that Riviere moved to compel arbitration. The Court finds that the nonwaiver provision in the Terms of Service is not dispositive on the issue of whether Riviere or Airbnb waived the right to arbitrate. *Nat’l Union Fire Ins. Co. of Pittsburgh, P.A. v. NCR Corp.*, 376 F. App’x 70, 73 (2d Cir. 2010).

Conclusion

IT IS THEREFORE ORDERED that Riviere's motions to compel arbitration is **DENIED**.

IT IS SO ORDERED.

[Electronic signature page of the Honorable J. Cordell Maddox, Jr. to follow.]



Aiken Common Pleas

Case Caption: Julianne Foster , plaintiff, et al VS Rhett Riviere , defendant, et al
Case Number: 2021CP0200889
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

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Of which

Rhett Riviere, is the Appellant.

AND

Airbnb, Inc., ... Crossclaimant

v.

Rhett Riviere, ... Appellant

PROOF OF SERVICE

I, Jaime Harmon, legal assistant at Griffin Humphries LLC, attorneys for the Appellant, located at 4408 Forest Drive, Suite 300, Columbia, South Carolina 29206, hereby certify that on July 27, 2023, I have served all counsel in this action a copy of the **Notice of Appeal** by emailing a copy to each attorney listed below using their primary email address listed in the Attorney Information System.

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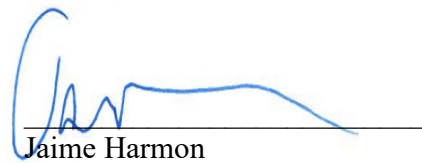
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July 27, 2023

THE STATE OF SOUTH CAROLINA
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APPEAL FROM AIKEN COUNTY
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Of which

Airbnb, Inc., is the Appellant.

AND

Airbnb, Inc., ... Appellant

v.

Rhett Riviere, ... Respondent

NOTICE OF APPEAL

Airbnb, Inc. (“Airbnb”) appeals: (1) the Order filed September 13, 2023, denying Airbnb’s Motion to Compel Arbitration and (2) the Order filed August 24, 2023, granting Plaintiff’s Motion for a Rule to Show Cause Against Airbnb. Copies of the orders are attached to this Notice. Airbnb received written notice of the order denying its Motion to Compel Arbitration on September 13, 2023, and written notice of the Order granting Plaintiff’s Motion for a Rule to Show Cause Against Airbnb on August 24, 2023.

South Carolina case law provides that “[a]n order denying arbitration is immediately appealable.” *Cape Romain Contractors, Inc. v. Wando E., LLC*, 405 S.C. 115, 121, 747 S.E.2d 461, 464 (2013); *see also Towles v. United HealthCare Corp.*, 338 S.C. 29, 34-35, 524 S.E.2d 839, 842 (Ct. App. 1999) (noting section 16 of the FAA explicitly provides for an appeal from an order denying a motion to compel arbitration and finding that the circuit court’s order refusing to compel arbitration was immediately appealable); *Coinbase, Inc. v. Bielski*, 143 S. Ct. 1915, 1919 (2023) (“Congress provided for immediate interlocutory appeals of orders denying—but not of orders granting—motions to compel arbitration.”). Therefore, this appeal is ripe for the Court’s review and consideration.

Moreover, this Court may consider the Order granting Plaintiff’s Motion for a Rule to Show Cause because an appealable issue is before the Court and a ruling on appeal will avoid unnecessary litigation. *See Watson v. Underwood*, 407 S.C. 443, 459, 756 S.E.2d 155, 163-64 (Ct. App. 2014); *see also Edge v. State Farm Mut. Auto. Ins. Co.*, 366 S.C. 511, 517, 623 S.E.2d 387, 390 (2005) (explaining that “[a]n order that is not directly appealable may be considered if there is an appealable issue before the court” and finding that the Court could consider an interlocutory order on cross appeal since another appealable order was before it). Further, this Order contains a finding of conduct in contempt,¹ which finding is also immediately appealable. *See Ex parte Cannon*, 385 S.C. 643, 660, 685 S.E.2d 814, 823 (Ct. App. 2009).

[Signature on following page.]

¹ "Accordingly, I find Airbnb’s actions show continuing ‘contemptuous conduct’ towards the authority of this Court, and its orders.” (Order at 3, Aug. 24, 2023.)

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September 15, 2023

Attachment 1

*(Order Denying Airbnb's Motion to Compel Arbitration,
filed September 13, 2023)*

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

JULIANNE FOSTER,

Plaintiff,

v.

RHETT RIVIERE, KATHERINE A.
THOMAS, CHASE ENTERPRISES,
LLC OF SOUTH CAROLINA,
AND AIRBNB, INC,

Defendants.

C/A No. 2021-CP-02-00889

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Sep 15 2023

SC Court of Appeals

**ORDER DENYING DEFENDANT AIRBNB'S
MOTION TO COMPEL ARBITRATION**

This matter came before the Court pursuant to Defendant Airbnb's Motion to Compel Arbitration filed on May 15. The motion has been fully briefed, and a hearing was held on the matter on June 13, 2023. Having fully considered the matter, including the motion, responses, exhibits, and the parties' oral arguments, it is hereby **ORDERED** that Defendant Airbnb's Motion to Compel Arbitration is **DENIED**.

BACKGROUND

This action stems from Plaintiff's stay at an Airbnb in Aiken from May 17-18, 2019. Plaintiff's friend, Michelle Jain, booked the Airbnb rental owned and/or hosted by Defendants Rhett Riviere and Kathryn Thomas through her Airbnb account. During the stay, Riviere surreptitiously recorded Plaintiff in various states of undress in the bedroom of the Airbnb rental.

Airbnb alleges that its Terms of Service ("TOS") in effect at the time of the rental provided:

Please note: Section 19 of these Terms contains an arbitration clause and class action waiver that applies to all Airbnb Members. If your country of residence is the United States, this provision applies to all disputes with Airbnb. If your country of residence is outside of the United States, this provision applies to any action you bring against Airbnb in the United States. It affects how

disputes with Airbnb are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

(Mot. to Compel, Ex. A, Terms of Service at 272) (emphasis in original). Section 19, “Dispute Resolution and Arbitration Agreement,” is a delegations clause that provides:

Agreement to Arbitrate. You and Airbnb mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Airbnb Platform, the Host Services, the Group Payment Service, or the Collective Content (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Airbnb agree that the arbitrator will decide that issue.

Id. at 291 (emphasis in original). Plaintiff was not a party to any contract with Airbnb and did not agree to the TOS or its arbitration provision.

Soon after Plaintiff filed this action on April 28, 2021, Airbnb informed Plaintiff’s counsel several times that it would be filing a motion to compel arbitration. Airbnb, however, did not file a motion to compel arbitration until over two years later. In the interim, Airbnb aggressively litigated this action in court—objecting to extensive discovery propounded by Plaintiff; participating in mediation; filing two motions to dismiss based on the merits; and engaging in numerous discovery disputes. Airbnb filed its Motion to Compel Arbitration after the Court denied its second motion to dismiss; granted multiple motions to compel, and ordered Airbnb to participate in a second Rule 30(b)(6) witness deposition because its designee was unprepared on the noticed topics during the first deposition.

APPLICABLE LAW

“Because the core of the FAA is consent, arbitration may be compelled only when the parties have agreed to it.” *Lampo v. Amedisys Holding, LLC*, 437 S.C. 236, 242, 877 S.E.2d 486, 489 (Ct. App. 2022) (citation omitted). As such, “courts are [not] to grant blindly all motions to compel arbitration.” *Rowland v. Sandy Morris Fin. & Est. Plan. Servs., LLC*, No. 20-1187, 2021 WL 1287563, at *3 (4th Cir. Apr. 7, 2021). Moreover, it is always up to the court to determine if the parties have an agreement to arbitrate. *Id.* at 242, 877 S.E.2d at 489 (citing *Granite Rock Co. v. Int’l Bhd. of Teamsters*, 561 U.S. 287, 296 (2010)). See also *Rent-A-Ctr. West, Inc. v. Jackson*, 561 U.S. 63, 71 (2010) (“If a party challenges the validity under § 2 of the precise agreement to arbitrate at issue, the federal court must consider the challenge before ordering compliance with that agreement under § 4.”).

Contracts for a transaction involving interstate commerce are governed by the Federal Arbitration Act (“FAA”). See 9 U.S.C. § 2. However, whether the parties have formed an agreement to arbitrate is determined by applying South Carolina contract law. *Wilson v. Willis*, 426 S.C. 326, 336, 827 S.E.2d 167, 173 (2019). “The presumption in favor of arbitration applies to the scope of an arbitration agreement; it does not apply to the existence of such an agreement or to the identity of the parties who may be bound to such an agreement.” *Id.* (cleaned up). “[B]ecause arbitration, while favored, exists solely by agreement of the parties, a presumption against arbitration arises where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate.” *Id.* at 337-38, 827 S.E.2d at 173 (emphasis omitted).¹ While federal law governs the

¹Our supreme court has recently returned the legal cliché that the law “favors” arbitration to its proper context, reminding that “statements that the law ‘favors’ arbitration mean simply that courts must respect and enforce a contractual provision to arbitrate as it respects and enforces all contractual provisions. There is, however, no public policy—federal or state—‘favoring’ arbitration.”

arbitrability of disputes, state law governs issues regarding contract formation. *Am. Gen. Life & Accident Ins. Co. v. Wood*, 429 F.3d 83, 87 (4th Cir. 2005).

ANALYSIS

As an initial matter, Airbnb raises the question of who is to decide the issue of whether the parties agreed to arbitrate—the Court or the arbitrator.² Because there is a delegation clause in its standard arbitration agreement contained in its TOS, Airbnb argues it a question for the arbitrator. Plaintiff, however, contends that is a question for the Court. The Court finds it is to determine whether a valid arbitration agreement was formed.

“[P]arties may agree to have an arbitrator decide not only the merits of a particular dispute but also ‘gateway’ questions of ‘arbitrability,’ such as whether the parties have agreed to arbitrate or whether their agreement covers a particular controversy.” *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S. Ct. 524, 529 (2019) (cleaned up) (quoting *Rent-A-Ctr.*, 561 U.S. at 68-69). However, “before referring a dispute to an arbitrator, the court determines whether a valid arbitration agreement exists.” *Henry Schein*, 139 S. Ct. at 530 (citing 9 U.S.C. § 2); *see also Granite Rock*, 561 U.S. at 297 (holding that a “court must resolve,” which “always include whether

Simmons v. Benson Hyundai, LLC, 438 S.C.1, 4 , 881 S.E.2d 646, 647 (Ct. App. 2022) (quoting *Palmetto Constr. Grp., LLC v. Restoration Specialists, LLC*, 432 S.C. 633, 639, 856 S.E.2d 150, 153 (2021)).

² “A party may oppose a motion to compel arbitration by challenging the validity of the arbitration provision, including whether it delegates in ‘clear and unmistakable’ terms the power to an arbitrator to decide issues of arbitrability.” *Novic v. Credit One Bank, Nat’l Ass’n.*, 757 Fed. App’x 263 (4th Cir. 2019) (citing *Rent-A-Ctr.*, 561 U.S. at 70-71 & n.1 “[A]bsent a parties (sic) challenge to the validity of such delegation, courts will not intervene in interpreting the parties’ agreement.” *Id.* Thus, a challenge to a different contract provision, or to the contract as a whole, will not prevent a court from submitting to the arbitrator the question of arbitrability. *Rent-A Ctr.*, 561 U.S. at 71. Plaintiff is challenging both the formation and validity of the arbitration agreement and the delegation clause, not simply whether some issues are subject to arbitration.

the clause was agreed to, and may include when that agreement was formed”). As the Supreme Court held in *Schein* “[t]o be sure, before referring a dispute to an arbitrator, the court determines whether a valid arbitration agreement exists.” *Henry Schein*, 139 S. Ct. at 530 (emphasis added) (citing 9 U.S.C. § 2); *see also York v. Dodgeland of Columbia, Inc.*, 406 S.C. 67, 749 S.E.2d 139, 144 (Ct. App. 2013). Accordingly, it is the Court which must first determine whether Plaintiff agreed to arbitrate her claims.

As discussed below, the Court denies Airbnb’s Motion to Compel Arbitration because: (1) direct benefits estoppel cannot be used to bind the non-signatory Plaintiff into arbitration, as she received no direct contractual benefits and suffered harm while staying at the residence that was the subject of the contract; (2) South Carolina courts have declined to enforce arbitration provisions in cases of outrageous acts that are unforeseeable to reasonable consumers; and (3) Airbnb waived its right to enforce arbitration by participating in extensive litigation for over two years.

1) Estoppel

It is undisputed that Plaintiff is a nonsignatory to any agreement with Airbnb, including the TOS.³ In its motion, Airbnb argues that Plaintiff is bound to the TOS, including the arbitration provision under a direct benefits estoppel theory. Airbnb, however, cannot overcome the presumption against arbitration which arises when the party resisting arbitration is a nonsignatory

³ To apply estoppel, Airbnb needs to establish that it had a valid arbitration agreement with Ms. Jain. Whether Ms. Jain entered into a binding arbitration agreement is in dispute. However, the Court need not address this issue because, even if she did, the evidence does not support the application of estoppel against Plaintiff in this case. *See Hagood v. Sommerville*, 362 S.C. 191, 199, 607 S.E.2d 707, 711 (2005) (declining to address an issue when the resolution of a prior issue is dispositive).

to the written agreement to arbitrate like Plaintiff. Moreover, Airbnb cannot establish that Plaintiff as a nonsignatory received any direct benefits from the TOS.

“Whether an arbitration agreement may be enforced against nonsignatories, and under what circumstances, is an issue controlled by state law.” *Wilson*, 426 S.C. at 338, 426 S.E.2d at 173 (citing *Arthur Andersen LLP v. Carlisle*, 556 U.S. 624, 630–31, 630 n.5 (2009)). In South Carolina, “[a] nonsignatory is estopped from refusing to comply with an arbitration clause when it receives a direct benefit from a contract containing an arbitration clause.” *Pearson v. Hilton Head Hosp.*, 400 S.C. 281, 290, 733 S.E.2d 597, 601 (Ct. App. 2012) (internal quotation marks and citation omitted). “In the arbitration context, the doctrine recognizes that a party may be estopped from asserting that the lack of his signature on a written contract precludes enforcement of the contract’s arbitration clause when he has consistently maintained that other provisions of the same contract should be enforced to benefit him.” *Id.* (emphasis omitted).

“This legal principle rests on a simple proposition: it is unfair for a party to ‘rely on [a] contract when it works to its advantage, and repudiate it when it works to its disadvantage.’ “ *Wachovia Bank, N.A. v. Schmidt*, 445 F.3d 762, 769 (4th Cir. 2006) (citation omitted). However, “direct benefits estoppel is not implicated simply because a claim relates to or would not have arisen ‘but for’ a contract’s existence.” *Wilson*, 426 at 176, 426 S.E.2d at 343. “[W]hen the substance of the claim arises from general obligations imposed by state law, including statutes, torts and other common law duties, or federal law,” direct-benefits estoppel is not implicated even if the claim refers to or relates to the contract or would not have arisen ‘but for’ the contract’s existence.” *Id.* (citation omitted); *see also Int’l Underwriters v. Triple I: Int’l Inv. Inc.*, 533 F.3d 1342, 1347 (11th Cir. 2008) (holding that a dispute does not arise out of or in connection with a contract for the purposes of arbitration “just because the dispute would not have arisen if the

contract had never existed.”).“Equitable estoppel is, ultimately, a theory designed to prevent injustice, and it should be used sparingly.” *Wilson*, 426 S.C. at 345, 827 S.E.2d at 177 (citing *Hirsch v. Amper Fin. Servs., LLC*, 215 N.J. 174, 71 A.3d 849, 852 (2013) (observing equitable estoppel should be used sparingly to compel arbitration and noting it “is more properly viewed as a shield to prevent injustice rather than a sword to compel arbitration”)). Finally, a presumption against arbitration arises where the party resisting arbitration is a nonsignatory to the written agreement to arbitrate. *Wilson*, 426 S.C. at 337, 827 S.E.2d at 173 (citation omitted).

Here, Airbnb cannot overcome this presumption. Plaintiff has not sued Airbnb under any provision of the TOS, and she has not exploited any agreement to any degree, let alone to the degree which would warrant the application of estoppel. Rather, Plaintiff is bringing claims imposed by statute or common law. “ ‘[W]hen the substance of the claim arises from general obligations imposed by state law, including statutes, torts and other common law duties, or federal law,’ direct-benefits estoppel is not implicated even if the claim refers to or relates to the contract or would not have arisen “but for” the contract’s existence.”” *Wilson*, 426 S.C. at 343, 827 S.E.2d at 176 (citation omitted); *see also Alston v. Conway Manor, LLC*, No. 2021-UP-105, 2021 WL 1227786 (S.C. Ct. App. Mar. 31, 2021) (declining to apply estoppel when the causes of action set forth in the complaint relied on alleged breaches of common law, regulatory, and statutory duties). Thus, the Court finds that the direct benefits estoppel does not apply because Plaintiff is not seeking to enforce the contract.

Moreover, estoppel does not apply because Plaintiff has not received any benefit from any agreement with Airbnb. In *Hodge v. UniHealth Post-Acute Care of Bamberg, LLC*, the Court declined to apply equitable estoppel against nonsignatories to an arbitration agreement between a nursing home and a decedent because

[t]he only agreement from which Respondents even arguably received a benefit was the Admission Agreement because [plaintiff] was admitted to the Facility as a result of it. However, because the Facility allegedly caused [plaintiff's] injuries that later led to her death, we find it difficult to find she benefited even from being admitted.

422 S.C. 544, 563, 813 S.E.2d 292, 302 (Ct. App. 2018). Likewise, here, it would be difficult to find Plaintiff received a benefit from staying at the Airbnb rental when Airbnb caused her injuries and her privacy rights to be violated. Further, as discussed above, Plaintiff is not trying to enforce an agreement while attempting to avoid an arbitration provision. *Id.*; see also *Weaver v. Brookdale Sr. Living*, 431 S.C. 223, 233, 847 S.E.2d 268, 273 (Ct. App. 2020) (opining that the plaintiff had not exploited or sought to enforce or benefit from the residency agreement “any more than a pedestrian run over by a truck has benefited from the contract for the purchase of the truck.”). Therefore, the Court finds that estoppel is inapplicable in this case.

2) Outrageous Acts

South Carolina courts have declined to enforce arbitration provisions in cases of outrageous acts that are unforeseeable to reasonable consumers. “Because even the most broadly-worded arbitration agreements still have limits founded in general principles of contract law, this [c]ourt will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings.” *Aiken v. World Finance Corp. of South Carolina*, 373 S.C. 144, 151, 644 S.E.2d 705, 709 (2007).⁴ The surreptitious recording of Plaintiff while she was undressing in a private area of the Airbnb rental was an unexpected invasion of her privacy and unforeseeable to a reasonable consumer in a normal business dealing. Such unexpected and outrageous conduct could not possibly have been foreseen,

⁴ The Court in *Aiken* also emphasized that a determination of foreseeability is to be made from the standpoint of the injured party. 373 S.C. at 151 n.6, 644 S.E.2d at 709 n.6. See also *Timmons v. Starkey*, 380 S.C. 590, 671 S.E.2d 101, (Ct. App. 2008). On the other hand, Airbnb’s expectations and knowledge regarding hidden cameras is a disputed question of fact in this case.

and thus are outside of any arbitration agreement. Accordingly, the Court declines to enforce arbitration provisions in this case.

3) Waiver

Airbnb has waived any right to compel arbitration by acting inconsistently to arbitration and extensively litigating this case for almost two years before raising the issue of arbitration to the Court.

Waiver “is the intentional relinquishment or abandonment of a known right” a party “knowingly relinquish[es] the right to arbitrate by acting inconsistently with that right.” *Morgan v. Sundance, Inc.*, 142 S. Ct. 1708, 1713-14, U.S. (2022) (internal quotation marks omitted); see also *Eason v. Eason*, 384 S.C. 473, 480, 682 S.E.2d 804, 807 (2009) (“Waiver is a voluntary and intentional abandonment or relinquishment of a known right.”) (quoting *Parker v. Parker*, 313 S.C. 482, 487, 443 S.E.2d 388, 391 (1994)). A party may waive its contractual right to arbitration if it knew of the right and acted inconsistently with that right. *In re Mercury Const. Corp.*, 656 F.2d 933, 939 (4th Cir. 1981), aff’d sub nom. *Moses H. Cone Mem’l Hosp. v. Mercury Constr. Corp.*, 460 U.S. 1 (1983)). “There is no set rule as to what constitutes a waiver of the right to arbitrate; the question depends on the facts of each case.” *Liberty Builders, Inc. v. Horton*, 336 S.C. 658, 665, 521 S.E.2d 749, 753 (Ct. App. 1999) (quoting *Hyload, Inc. v. Pre-Engineered Prods., Inc.*, 308 S.C. 277, 280, 417 S.E.2d 622, 624 (Ct. App. 1992)).

Generally, the factors our courts consider to determine if a party waived its right to compel arbitration are: (1) whether a substantial length of time transpired between the commencement of the action and the commencement of the motion to compel arbitration; (2) whether the party requesting arbitration engaged in extensive discovery before moving to compel arbitration; and (3)

whether the non-moving party was prejudiced by the delay in seeking arbitration.⁵ These factors, of course, are not mutually exclusive, as one factor may be inextricably connected to, and influenced by, the others. *Rhodes v. Benson Chrysler–Plymouth, Inc.*, 374 S.C. 122, 126, 647 S.E.2d 249, 251 (Ct. App. 2007).

“[A] party’s extended silence and delay in moving for arbitration may indicate a conscious decision to continue to seek judicial judgment on the merits of the arbitrable claims, which would be inconsistent with a right to arbitrate.” *Martin*, 829 F.3d at 1125 (internal quotation marks omitted). In *Liberty Builders*, the court found the defendant had waived its right to arbitration where the parties sought the court’s assistance numerous times on matters such as motions to amend, compel, dismiss, add parties, and restore under Rule 40(j), SCRCp. 336 S.C. at 666, 521 S.E.2d at 753; *see also Morgan Stanley & Co., LLC v. Couch*, 134 F. Supp. 3d 1215, 1230 (E.D. Cal. 2015), *aff’d*, 659 F. App’x 402 (9th Cir. 2016) (finding waiver where the parties “engaged in extensive discovery for almost a year” and participated in a private mediation before the defendant pursued arbitration under an arbitration agreement); *Soriano v. Experian Info. Sols., Inc.*, No. 2:22-cv-197-SPC-KCD, 2022 WL 6734860, at *3 (M.D. Fla. Oct. 11, 2022) (finding waiver where the defendant litigated for nearly six months, including filing answers, exchanging written discovery, and attending mediation).

⁵ The Supreme Court recently resolved a circuit split and held the party opposing arbitration does not need to show any prejudice to establish waiver of arbitration. *Morgan v. Sundance, Inc.*, 142 S. Ct. 1708, 1714 (2022). In any event, Plaintiff has been prejudiced by Airbnb’s delay in raising arbitration. The extensive litigation over the past two years has forced Plaintiff to incur discovery costs that would not have been expended in arbitration. *Evans*, 352 S.C. at 551, 575 S.E.2d at 77 (holding defendant’s continuation of discovery, rather than seeking arbitration in a timely manner, prejudiced plaintiff by forcing her to incur discovery costs that would not have been expended in arbitration).

Here, Airbnb was obviously aware of its arbitration provision in its TOS—as evidenced at the beginning of this action when Airbnb stated its unequivocal intention to file a Motion to Compel Arbitration. (Exhibit A – Email chain with Airbnb’s prior counsel, stating, *inter alia*, “I expect I may be filing a Motion to Compel Arbitration” (May 27, 2021); “my client intends to file a Motion to Compel Arbitration” (July 7, 2021); and finally, “we plan on filing a Motion to Compel Arbitration with our Answer” (July 14, 2021)). However, Airbnb did not file any such motion until after two years of active litigation—answering the Complaint and the Amended Complaint, deposing witnesses, participating in extensive discovery and mediation, and filing numerous motions, including two dispositive motions to dismiss, which the Court denied. Airbnb has engaged in extensive motions practice requiring the Court to devote its limited resources to resolving these motions.⁶ Further, Airbnb filed a motion to be allowed to amend and bring cross-claims against Defendant Thomas and a third-party complaint against defendant Riviere. Put simply, for over two years, Airbnb has acted as if no arbitration agreement existed and actively litigated this case in court and thus waived any right it may have had to arbitration. *Liberty Builders*, 336 S.C. at 666, 521 S.E.2d at 753 (finding waiver when the parties sought the court’s assistance approximately forty times prior to the filing of the motion to compel, on matters such as motions to amend, compel, dismiss, add parties, and restore under Rule 40(j), SCRCF); *Evans v. Accent Mfg’d Homes, Inc.*, 352 S.C. 544, 575 S.E.2d 74 (Ct. App. 2003) (finding waiver where arbitration was neither pleaded nor raised for first nineteenth months of litigation).

⁶ For example, Airbnb opposed Plaintiff’s deposing Airbnb’s 30(b)(6) witness filing a motion for protection and when the Court denied this motion, Airbnb filed a six-page motion for reconsideration and subsequently a 28-page Supplemental Memorandum and then a separate 13-page Supplemental Reply.

Airbnb argues that it reserved its rights to arbitration in its Answer; and there is an express non-waiver provision in the TOS. In the cases Airbnb cites, the defendants asserted arbitration as an affirmative defense. *Id.* Here, while Airbnb asserted nineteen affirmative defenses in its Answer to the initial complaint and twenty-five affirmative defenses in its Answer to the Amended Complaint, none included an arbitration demand. Instead, Airbnb asserted in its introductory paragraph that it was reserving and not waiving its rights to compel arbitration. However, “[a] statement by a party that it has a right to arbitration in pleadings or motions is not enough to defeat a claim of waiver.” *Martin v. Yasuda*, 829 F.3d 1118, 1125 (9th Cir. 2016). *See also Hooper v. Advance Am., Cash Advance Ctrs. of Missouri, Inc.*, 589 F.3d 917, 923 (8th Cir. 2009) (“A reservation of rights is not an assertion of rights.”). *Bombardier Trans. (Holdings) USA, Inc. v. HDR Engineering, Inc.*, No. CV-21-01460-PHX-SPL, 2022 WL 17811661, * 3 (D. Ariz. Dec. 19, 2022). Moreover, Airbnb cannot “reserve” its purported arbitration rights while taking inconsistent actions for almost two years. *In Re Mirant Corp. v. Castex Energy, Inc.*, 613 F.3d 584,591 (5th Cir. 2010) (“A party cannot keep its right to demand arbitration in reserve indefinitely while it pursues a decision on the merits before the district court.”). Further, as the court held in *Liberty Builders* “the right to arbitrate can be waived even in the face of a no-waiver provision.” 336 S.C. at 667, 521 S.E.2d at 754.

Finally, Airbnb contends that it is now moving for arbitration because of the Amended Complaint, and, in particular, its inclusion of a claim for a violation of South Carolina’s Unfair Trade Practices Act (“SCUTPA”). However, this case has always been about Plaintiff and the harm caused to her during her stay at an Airbnb rental, and the Amended Complaint did not alter the scope in such a way as to revive Airbnb’s alleged right to arbitration. *See Manasher v. NECC Telecom*, 310 F. App’x 804, 807 (6th Cir. 2009) (“[W]e hold that the additional claims contained

in the amended complaint did not substantially alter the scope or theory of this matter in such a way as to revive the defendant's right to compel arbitration"). Furthermore, even if the Amended Complaint revived Airbnb's right to assert arbitration, Airbnb continued to actively litigate and waived its purported right to arbitration once again. Airbnb was on notice of the additional claims when Plaintiff moved to file an Amended Complaint on September 2, 2022. Airbnb, however, answered the Amended Complaint and continued extensively litigating this action in court—participating in extensive discovery and filing numerous motions—and did not move to compel arbitration for almost nine months. Airbnb's actions throughout this litigation evidence a waiver of any right it may have had to arbitration. Accordingly, the Court finds that Airbnb has waived any right it may have had to compel arbitration.

CONCLUSION

Airbnb has actively participated in this litigation for two years now, and thus has waived any right it may have had to arbitrate. Moreover, Plaintiff never agreed to arbitration, and she is not subject to the application of estoppel. Based on the foregoing, Airbnb's Motion to Compel Arbitration is **DENIED**. I have considered and rejected all of the arguments made by Airbnb in favor of its motion to compel arbitration by way of written submission and in the oral argument on the motion.

IT IS SO ORDERED.



Aiken Common Pleas

Case Caption: Julianne Foster , plaintiff, et al VS Rhett Riviere , defendant, et al
Case Number: 2021CP0200889
Type: Order/Other

So Ordered

s/ J. Cordell Maddox Jr.

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Attachment 2

*(Order Granting Plaintiff's Motion for a Rule to Show Cause
Against Airbnb, filed August 24, 2023)*

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
2ND JUDICIAL CIRCUIT

JULIANNE FOSTER,

Plaintiff,

v.

RHETT RIVIERE, KATHERINE A.
THOMAS, CHASE ENTERPRISES,
LLC OF SOUTH CAROLINA,
AND AIRBNB, INC,

Defendants.

RECEIVED
C/A No. 2021-CP-02-00889
Sep 15 2023
SC Court of Appeals

**ORDER GRANTING PLAINTIFF'S MOTION
FOR RULE TO SHOW CAUSE
AGAINST AIRBNB, INC.**

This matter came before the Court pursuant to Plaintiff's Motion for a Rule to Show Cause, filed June 8, 2023. A hearing was held on the matter on June 13, 2023. Having fully considered the matter, including the motion, exhibits, and the parties' arguments, it is hereby **ORDERED** that Plaintiff's Motion for a Rule to Show Cause is **GRANTED**.

On June 7, 2022, Plaintiff served Airbnb, Inc. ("Airbnb") with her Requests for Production Nos. 16-44.¹ In its responses, Airbnb objected on numerous grounds. (Ex. B, Feb. 10, 2023 Motion to Compel). On February 10, 2023, Plaintiff filed a Motion to Compel regarding her Requests for Production Nos. 16-44.

On November 1, 2022, Plaintiff served Airbnb with her Requests for Production Nos. 45-48. In its responses, Airbnb objected on numerous grounds. (Ex. B, Jan. 18, 2023 Motion to Compel). On January 18, 2023, Plaintiff filed her Motion to Compel regarding Requests for Production Nos. 45-48.

Each of Plaintiff's above-identified motions to compel were heard on April 5, 2023. The Court granted the motions during the hearing – giving Airbnb 60 days within which to comply and

produce the documents requested. Subsequently on May 25, 2023, the Court entered a Form 4 Order memorializing its decision.

On June 5, 2023, Airbnb produced some documents to Plaintiff, but informed her that it was unilaterally withholding production of other responsive documents, stating as follows:

Contemporaneous with this production, Airbnb is filing a motion for reconsiderationⁱⁱ and to stay enforcement with respect to Plaintiff's Request for Production Nos. 45, 46, 47 (Non-Party Guest Contact Information) and 48 (Non-Party Host Criminal Convictions). Consequently, Airbnb is withholding production of documents responsive to these requests at this time.

(Ex. 6, Plaintiff's June 8, 2023 Motion for Rule to Show Cause ("RTSC Motion")).

"Direct contempt involves contemptuous conduct in the presence of the court." State v. Jolly, 405 S.C. 622, 629, 749 S.E.2d 114, 118 (Ct. App. 2013) (citing State v. Kennerly, 337 S.C. 617, 620, 524 S.E.2d 837, 838 (1999)). South Carolina courts "have held the 'presence of the court' extends beyond the mere physical presence of the judge or the courtroom to encompass all elements of the system." Id.; see also S.C. Code Ann. § 14-5-320 (providing, "The circuit court may punish by fine or imprisonment, at the discretion of the court, all contempts of authority in any cause or hearing before the same.").

I find that the record before this Court shows an ongoing discovery dispute. Rule 11, SCRCF, requires counsel to ensure the factual accuracy of all allegations in their filings. Airbnb did not dispute the accuracy of the dates upon which it was served with the Plaintiff's Requests for Production Nos. 16-44 or 45-48 (Exs. 1 and 3, RTSC Motion), and also did not dispute the dates for which it served its objections thereto. (Exs. 2 and 4, RTSC Motion). Certainly, Airbnb does not dispute the facts it presented in its June 5, 2023 letter to counsel to Plaintiff. (Ex. 6, RTSC Motion).

The record before this Court on the matters put at issue is not disputed. As shown by Airbnb's own statements in the record, it is acting in direct defiance of this Court's order dated May 25, 2023. Accordingly, I find Airbnb's actions show continuing "contemptuous conduct" towards the authority of this Court, and its orders.

Plaintiff has additionally argued and noted Airbnb has failed to produce other responsive documents, including, for example, none of its internal email communications, and no privilege log. (Ex. 7, RTSC Motion, at p. 5 of 5). Prior to the filing of her motion for a Rule to Show Cause, Plaintiff sought to communicate with Airbnb about how it intended to perform its searches for responsive ESI, but Airbnb did not respond. Instead, Plaintiff contends and the record reflects Airbnb simply decided which documents it would produce and withheld the remainder. This is undeniable in view of the block quote above taken from Airbnb's June 5, 2023 letter to Plaintiff's counsel (Ex. 6, RTSC Motion).

This Court finds Airbnb's stated plans to not comply with this Court's May 25, 2023 Order on the Motions to Compel and violate this Court's order. Airbnb must comply with this Court's May 25, 2023 Order on the Motions to Compel and produce all responsive documents to Plaintiff within forty-five (45) days of the date of this order.

IT IS SO ORDERED.

The Honorable J. Cordell Maddox, Jr.
Presiding Judge, 2nd Judicial Circuit

July __, 2023
Anderson, South Carolina

ⁱ Plaintiff notes her Request for Production Nos. 16-44 are substantially identical in scope and substance to the 24 topics in her 30(b)(6) deposition notice, which has already been the subject of two Airbnb motions. (see e.g., Orders on 30(b)(6) motions, filed Aug. 3, 2022 (at pp. 4-7, approving 24 topics) and Oct. 11, 2022 (denying reconsideration motion filed August 4, 2022)). This is the same notice for which Airbnb initially sought a protective order via motion filed June 14, 2022, and later its first motion to

reconsider on Aug. 4, 2022. Both of those motions were denied. As of the hearing on April 5, 2023, Airbnb had yet to provide any documents in response to these requests. (See April 5, 2023 Hearing Transcript, at pp. 105 to 110 (Airbnb continuing argument in support of its “compromise position” rejected)).

ⁱⁱ Airbnb has already filed two motions to reconsider this Court’s discovery orders, as follows: (i) Motion to Reconsider Denial of Airbnb’s Motion for Protective Order [as relates to Plaintiff’s 30(b)(6) deposition notice], filed August 4, 2022; and (ii) Airbnb, Inc.’s Motion to Reconsider and to Stay Enforcement, filed June 5, 2023. By the time Airbnb’s Aug. 4, 2022 first motion to reconsider was fully briefed, Airbnb had filed and presented 51 pages ($6 + 30 + 15 = 51$) of argument in support of its motion, which was denied in all substantive respects by order dated October 11, 2022.



Aiken Common Pleas

Case Caption: Julianne Foster , plaintiff, et al VS Rhett Riviere , defendant, et al
Case Number: 2021CP0200889
Type: Order/Rule To Show Cause

So Ordered

s/ J. Cordell Maddox Jr.

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RECEIVED

Sep 15 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM AIKEN COUNTY
Court of Common Pleas
Jocelyn Newman, Circuit Court Judge

Case No. 2021-CP-02-00889

Julianne Foster, ... Respondent,

v.

Rhett Riviere, Katherine A. Thomas, Chase Enterprises,
LLC of South Carolina, and Airbnb, Inc., ... Defendants,

Of which

Airbnb, Inc., is the Appellant.

AND

Airbnb, Inc., ... Appellant

v.

Rhett Riviere, ... Respondent

PROOF OF SERVICE

I, the undersigned Administrative Assistant, of the law offices of Nelson Mullins Riley & Scarborough LLP, attorneys for Airbnb, Inc., do hereby certify that I have served all counsel in this action with a copy of the pleading(s) hereinbelow specified, pursuant to the Supreme Court Order 2022-05-06-04, and a copy of that electronic mail is attached to this certificate.

Pleading(s): Notice of Appeal

Served: Via E-Mail

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Eileen Hindman
Administrative Assistant

09/15, 2023

Eileen Hindman

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Sent: Friday, September 15, 2023 4:25 PM
To: dbb@deborahbarbier.com; rlb@ryanbeasleylaw.com; wes@wesleyfew.com; cassy@wesleyfew.com; damonw@rplfirm.com; john@jwhartelaw.com; joe@mccullochlaw.com; kathy@mccullochlaw.com; mfox@griffindavislaw.com; jgriffin@griffindavislaw.com; beattie@beattieashmore.com; pdb@harpootlianlaw.com; rah@harpootlianlaw.com; dsestito@omm.com; dtaylor@omm.com; Mitch Brown; Blake Williams; Matt Abee
Subject: Airbnb, Inc. v. Julianne Foster AND Airbnb, Inc. v. Rhett Riviere
Attachments: 2023.09.15 Notice of Appeal with attachment - Foster v. Airbnb.pdf; 2023.09.15 Proof of Service - Airbnb.pdf

Good afternoon,

Attached for service upon you in the above matters is a Notice of Appeal with attachments and Proof of Service.

Thank you,



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State of South Carolina)
) Court of General Sessions
County of Aiken) 2021CP0200889

Julianne Foster)
)
 vs.) Transcript of Record
)
Airbnb, Inc. et al.)

April 5, 2023
Aiken, South Carolina

B E F O R E:

The Honorable Jocelyn Newman, Judge.

A P P E A R A N C E S (All present by video or telephone):

Wesley Few, Esq.
Attorney for the Plaintiff

Deborah B. Barbier
Attorney for the Plaintiff

Beattie Ashmore, Esq.
Attorney for the Defendant

Damali Taylor, Esq.
Attorney for the Defendant

James Griffin, Esq.
Attorney for the Defendant

Dave DeMasters, Esq.
Attorney for the Defendant

Dena Farbman Page
Proofreader



1 THE COURT: All right. And this is 2021CP0200889,
2 Julianne Foster v. Rhett Riviere. There are a number of
3 motions, and I don't even know where to begin. I don't know
4 if one of you all will tell me what you think is best. Who's
5 ready to take the lead on this?

6 Mr. Ashmore, you look like you're excited to; you're
7 chomping at the bit.

8 MR. ASHMORE: Tickled pink to be here this morning, Your
9 Honor. Beattie Ashmore from Greenville, Judge. And somehow,
10 I find myself speaking first. And there are clearly a number
11 of motions on the docket today, Judge. And unfortunately,
12 they're all still -- we need your assistance on all of them,
13 Judge, so.

14 And Judge, I don't necessarily know where to begin
15 either, but it would make sense that if you were to hear our
16 motion to dismiss, if you were to grant that, that would moot
17 everything else. And if it pleases the Court, that's where
18 I'll begin. Thank you, Judge.

19 So again, Beattie Ashmore on behalf of Airbnb, Judge,
20 from Greenville. And we appreciate your time this morning.

21 We do have a number of motions pending on the docket. We
22 had them set about a month ago in front of Judge Keesley.
23 They were all carried over until today, and now they are on
24 your desk. And we appreciate your time. And it sounds like
25 you certainly have had a chance to dive into this case, and

1 that's very helpful. And so I'll try and keep it at a 30,000-
2 foot level. And so if I could start by sort of doing that,
3 setting the stage a little bit, just to make sure that we are
4 all on the same page here.

5 So the plaintiff, Julianne Foster, was in a tennis
6 tournament. She went to Aiken, and she stayed at home owned
7 by Rhett Riviere. Rhett Riviere had a, I'll call her a
8 girlfriend, Katherine Thomas. And Ms. Thomas was what we call
9 a host on the Airbnb platform. And I'm sure you're familiar
10 with Airbnb, Judge. So you got a host, you got a guest, and
11 Airbnb is just a webpage, and it puts the host in touch with
12 the guest.

13 And so there was this tennis tournament. And so what is
14 crucially important to understand right off the bat, Judge, is
15 that the guest that entered the Airbnb webpage, that platform,
16 was Michelle Jain, J-A-I-N. Michelle Jain and Julianne Foster
17 played on the same tennis team. They were friends.

18 And so Julianne Foster, the plaintiff, had no
19 relationship whatsoever with Airbnb, Judge. We took her
20 deposition, and she admitted to that very fact.

21 What happened is they were staying there at the house
22 owned by Mr. Riviere, but again, the host was Katherine
23 Thomas. Mr. Riviere was -- according to SLED, he had hidden
24 cameras and he was filming people at this house and a number
25 of other locations. He's a multimillionaire in Aiken. He's

1 got a boat. They got the film off the boat there. I think
2 there's some 23,000 videos dating back to the year 2000 that
3 exist.

4 I know Mr. Griffin is on the line, and Mr. Griffin
5 represents Mr. Riviere in this case and in the criminal
6 proceedings. He's been arrested twice so far. So Mr. Riviere
7 has got that set of problems.

8 But he was allegedly, and it looks pretty certain, he was
9 filming people without their knowledge. He had hidden cameras
10 in this particular house that we're talking about.

11 So it's important, again, to note, Judge, that as they go
12 to this tennis tournament, it was Michelle Jain that actually
13 dealt with Airbnb. When Julianne Foster was contacted by
14 SLED, she actually thought they rented the house through Vrbo,
15 a competitor of Airbnb. And so for them to allege that she
16 somehow relied on any representations of Airbnb, Judge, it's
17 totally without merit. And so given that, Your Honor, that
18 sort of the high-level factual situation that we're dealing
19 with.

20 And Judge, I don't want to take up too much of your time
21 this morning, but they started with an 88-page complaint, and
22 they amended. They now have eight causes of action, and I
23 think it's 254 paragraphs. I might have said pages, but 88
24 paragraphs to 254 paragraphs, eight causes of action.

25 I'm not sure if Mr. Few is talking. I see his mouth

1 moving.

2 MR. FEW: I'm so sorry. I was talking to my staff
3 people, and I muted myself. Sorry, Beattie.

4 MR. ASHMORE: If you can keep your mute on all day, Mr.
5 Few, we would appreciate that.

6 So Judge, if I may, just, and stop me if I'm taking up
7 too much of your time, but I'd like to get through these
8 causes of action, Judge.

9 The first one, Judge, is the negligence cause of action.
10 We think that particular cause of action certainly should be
11 dismissed because they have got to show that we owed a duty of
12 care to the plaintiff. Judge, again, she had no relationship
13 whatsoever with Airbnb. And since they filed their first
14 complaint, there have been a number of decisions across the
15 country that have found this very cause of action to be
16 without merit. There is no duty of care on behalf of Airbnb
17 owed to the plaintiff, Julianne Foster.

18 And contained within our memos, Judge, we cite these
19 cases from Arkansas, California, a couple of federal cases.
20 There's a case out of Louisiana. And they all essentially are
21 dismissing the negligence claim against Airbnb because they
22 found no duty to the host or guest because the relationship
23 does not involve the direct control and corresponding
24 responsibility to the plaintiff.

25 And Judge, the next -- are you speaking to me, Judge?

1 THE COURT: I was not. I was actually speaking to my
2 father, who was bothering me while I'm trying to listen to
3 these motions and wants me to let Mr. Harte know that -- and
4 I'm so sorry to interrupt you, but, you know, since you
5 asked -- wants me to let Mr. Harte know that whatever motion
6 for reconsideration he filed in some action in Aiken that Dad
7 needs to hear, he supposed to give him a hearing, and Mr.
8 Harte's has been asking for a hearing that he will hear you
9 Thursday, next Thursday, a week from tomorrow, Thursday at
10 noon. So clear your schedule. That's what he just told me to
11 tell Mr. Harte. That's what I was -- so I believe Mr. Harte
12 heard me, and I'm sorry to interrupt you, Mr. Ashmore, but --

13 MR. ASHMORE: That's quite all right, Judge.

14 THE COURT: -- we've been moved to another part of the
15 office so that I would not be interrupted because Dad was
16 arrogance and stuff, but it didn't work, so --

17 MR. ASHMORE: On behalf of all of us on the Webex this
18 morning, please tell your father what a fine job he did, and
19 how proud we are of him in a fairly high-profile case recently
20 that he presided over. I don't know if you're familiar with
21 it, but --

22 THE COURT: I heard something about it. Are you sure
23 it's on behalf of everyone? Not to, you know, names or
24 anything. But did you get Mr. Griffin's --

25 MR. ASHMORE: Mr. Griffin and I go way back, Judge.

1 Quite a catch --

2 THE COURT: Right.

3 MR. ASHMORE: -- but he did an outstanding job, and we
4 all salute him.

5 MR. GRIFFIN: I do join in to that one, Mr. Ashmore.

6 THE COURT: Yes, sir.

7 MR. ASHMORE: For the record.

8 MR. GRIFFIN: For the record, yeah, just let it be known.

9 THE COURT: Yes sir, absolutely. All right.

10 Mr. Ashmore, go ahead.

11 MR. ASHMORE: Your Honor, back to the basics here.

12 Another cause of action, Judge, they assert employment based
13 and vicarious liability claims, negligent hiring retention and
14 supervision claims. Judge, they're claiming that Riviere and
15 Thomas are Airbnb employees. Judge, that's ludicrous; that's
16 preposterous. That is not factually correct. They are not
17 employees of Airbnb. And so I don't have much more to say
18 about those or that particular cause of action.

19 The premises liability claim, again, Judge, we don't own
20 the property. We are just -- we are a webpage. There's a
21 host and a guest. Mr. Riviere, yeah, that's his property.
22 Any premises liability claim would rest with him, certainly
23 not with Airbnb.

24 Again, the misrepresentation, the plaintiff's
25 constructive role in South Carolina Unfair Trade Practice Act

1 claims, they failed because they can't point to any
2 affirmative representation that we made that we didn't honor.
3 We made no representations to her whatsoever. Again, she
4 thought her friend represented -- or rented this through Vrbo.

5 And I will point out Michelle Jain rightfully sued Mr.
6 Riviere and settled that case. Notably, she was represented
7 by the Strom firm, who knows a good plaintiff's case, and they
8 didn't name Airbnb, and I think that's essential.

9 Another essential fact, Judge, is they've settled with
10 Mr. Riviere, all right. They brought -- he's a
11 multimillionaire. They've settled with him. He's facing
12 criminal charges. And here's Airbnb; what have we done? What
13 have we done? Nothing, Judge. We are a billion-dollar
14 company.

15 And so they've settled with the multimillionaire. They
16 get a free swing at us, Judge, and that's where we are here
17 today. And Judge, I'm asking you to end this.

18 They've got claims based on the real estate licensing
19 statute, Judge. What is that? That's for individuals, Judge.
20 They even admit that. It doesn't apply to corporations. The
21 real estate licensing statute does not apply to Airbnb.

22 And for all of these reasons that I've outlined, the same
23 holds true for punitive damages, Judge. There is no willful,
24 wanton, or reckless disregard of the plaintiff's rights here,
25 Judge. I don't want to belabor that point.

1 We've certainly thoroughly grieved all this. I've got
2 supporting case law to support all of these arguments. Unless
3 you'd like to hear anything further from me on this particular
4 motion, Judge, I think I've covered, again, the 30,000-foot
5 level.

6 THE COURT: Okay. No, I think I'm good. Let me hear
7 from plaintiff's counsel.

8 MS. BARBIER: Good morning, Your Honor.

9 THE COURT: Good morning.

10 MS. BARBIER: I'll be speaking on behalf of of Ms. Foster
11 with respect to the motion to dismiss. Your Honor, the only
12 thing that I think I can agree with wholeheartedly with my
13 friend, Mr. Ashmore, is that your Dad did a great job in the
14 Murdaugh trial, and we are very proud of him. So I'll start
15 with that.

16 But Your Honor, I also appreciate the fact that you had
17 the opportunity to review all of our pleadings and motions
18 before today. I know that was a lot to read. And first, I
19 apologize for that. And I'll explain, I think, through the
20 course of the other arguments in this case why we felt it was
21 necessary to file the motions that we filed.

22 But Your Honor, I think the motion to dismiss is a fairly
23 simple one for Your Honor to decide because in December 2021,
24 Judge Benjamin looked at these same exact issues, almost.

25 Airbnb filed a motion to dismiss the first complaint,

1 which was far less detailed than the current complaint, the
2 first amended complaint, and she issued an order and denied
3 that motion to dismiss. And we have -- I believe Your Honor
4 has a copy of that order. If not, I'll be happy to provide
5 it.

6 But she considered many -- all of the same arguments that
7 Mr. Ashmore just made. And after considering those arguments,
8 issued a well-reasoned order applying South Carolina law. And
9 I think what (indiscernible) that is blatantly obvious from
10 Airbnb's motion is that they cite law from lots of different
11 jurisdictions.

12 And they generally, I think, Your Honor, want you to do
13 what Mr. Harte wanted you to do, which is grant summary
14 judgment. They want you to consider things outside of the
15 pleadings, which is not the standard in a motion to dismiss at
16 this stage. The standard, as you know, is to review the
17 sufficiency of the allegations in the complaint and whether or
18 not we have correctly alleged the causes of action that we've
19 alleged and stated, you know, a factual -- a sufficient
20 factual basis for that. And Your Honor, I think without
21 question we have.

22 We have -- Your Honor, I could go through each of the
23 causes of action. But I can summarize for you instead by
24 saying that the -- you know, essentially Airbnb's argument is
25 that they had no duty or no responsibility to Ms. Foster. And

1 it's interesting argument coming from company, a company that
2 made 1.89 billion dollars in 2022. And they made that with
3 the -- using the marketing to the general public that they
4 are -- that safety is their number one priority and that their
5 guests and their hosts are a trusted community.

6 And that's their -- that's what they tell people who are
7 staying in Airbnbs, and that's what Ms. Foster and her friends
8 that stayed there for the tennis tournament were under the
9 impression of, that it was a safe place and that people who
10 were being hosts on Airbnbs were properly vetted and properly,
11 you know -- their backgrounds were properly reviewed before
12 they would be allowed to be hosts.

13 And we believe that Airbnb has utterly failed in the duty
14 they undertook to protect the plaintiff, and that is, Your
15 Honor, one of the specific findings in Judge Benjamin's order
16 is that in under South Carolina law that although there is no
17 general duty, there are four exceptions to that. And she
18 found that two of those exceptions applied.

19 First, that if there is an undertaking of that duty, and
20 second, if there's a special relationship. And plaintiff, as
21 Your Honor knows, was a guest in an Airbnb rental. And our
22 position is that they undertook a duty to keep her safe and
23 her friend safe while she was staying there.

24 Because of the inactions of Airbnb, Ms. Foster has videos
25 out there on the World Wide Web of her undressing and nude.

1 And she has suffered a lot of damages from that.

2 Your Honor, we also have sufficiently alleged the
3 relationship between Airbnb and Mr. Riviere and Ms. Thomas.
4 We have alleged, you know, the facts that Mr. Riviere is the
5 owner of the property. Anybody who did any due diligence
6 would know that Ms. Thomas didn't even have the legal right to
7 have people enter that property. She didn't own it. She's
8 simply the person who signed up.

9 But there are references throughout the commentary and
10 the reviews on Airbnb about Mr. Riviere. Airbnb was perfectly
11 aware that he was co-managing the rental of this property.

12 We've also alleged, Your Honor, that the criminal
13 misconduct that occurred in the Airbnb rental was clearly
14 foreseeable to everyone, but especially Airbnb. Airbnb has
15 been on notice that people have been placing hidden cameras in
16 their rental properties since at least 2013, and we'll get to
17 that, Your Honor, in more detail in one of our motions to
18 compel.

19 But there have been in excess, according to Airbnb, and
20 we think this number is extremely understated, but according
21 to even Airbnb, there have been at least 35,000 complaints
22 about surveillance devices in their properties. And so, you
23 know, that's a recent bit of discovery.

24 But there are clearly allegations in the complaint. We
25 cite to a number of different examples all over the country of

1 people who were surreptitiously video recorded in Airbnbs, in
2 bedrooms and bathrooms and places that people are entitled to
3 privacy. And so and based on those instances, Your Honor, we
4 have alleged that a -- sufficiently pled a claim for gross
5 negligence as well.

6 With respect to the vicarious liability and the
7 employment-based claims, Your Honor, we have cited to South
8 Carolina law, which supports the pleading of these causes of
9 action, Watkins v. Hall and Armstrong v. Food Lion, and
10 they're all in our brief. I'm not going to, you know, take
11 you through our brief, but we relied on South Carolina law as
12 opposed to Airbnb, who cited a lot of law from a lot of
13 different jurisdictions.

14 With respect to the premises liability claim, Your Honor,
15 we have sufficiently alleged that Airbnb had sufficient
16 control over this property. In contrast to what Mr. Ashmore
17 said, Airbnb is not just an electronic platform that puts a
18 host in touch with a guest. Airbnb controls the entire
19 transaction. They control the payment. They control the
20 terms. They don't even tell a guest who they're renting from
21 until after the transaction is placed, and then after that,
22 they control refunds. They can control all of the terms of
23 the rental Airbnb is in control of. And we have sufficiently
24 alleged all of that.

25 We've also sufficiently alleged a claim for constructive

1 fraud in violations of the South Carolina Unfair Trade
2 Practices Act.

3 And I think it's important to note, Your Honor, with
4 respect to the South Carolina Unfair Trade Practices Act,
5 that's an ongoing fraud that we've alleged, and we've actually
6 in our complaint asked the Attorney General to look at this
7 issue because we believe it affects, you know, millions of
8 South Carolina consumers. Airbnb is a very -- has a very
9 prominent role in this state in terms of the number of Airbnb
10 rental units that exist. And so we believe it represents a
11 consumer fraud to South Carolinians and a danger that needs to
12 be investigated.

13 With respect to South Carolina's real estate laws, we do
14 not concede that it doesn't apply to Airbnb. It absolutely
15 applies to them. And the people that are using Airbnb are
16 also subject to it. They are absolutely circumventing this
17 law. They are acting as real estate brokers and property
18 managers, and they are not complying with one, one provision
19 of those real estate laws.

20 And this is not something new to Airbnb. Jurisdictions
21 and cities and municipalities all over the country are making
22 the same claims against Airbnb. So there's no reason for them
23 to feign surprise here.

24 They are attempting to be unregulated in this state and
25 every other state and every other country that they operate

1 in, and I believe those days are going to come to an end. But
2 the way that these things come to an end is through
3 litigation, as we know that.

4 And we've also pled sufficient facts to support a claim
5 for punitive damages. I understand that Airbnb believes that
6 they have no duties, no obligations, and no responsibilities
7 to Ms. Foster. But we believe that a jury is going to
8 disagree, and we think that Judge Benjamin was absolutely
9 correct in denying the first motion to dismiss. And we would
10 ask that Your Honor to do the same.

11 I'll be happy to answer any questions, if you have any.

12 THE COURT: I don't of you.

13 Back to Mr. Ashmore, and I probably should have asked
14 this at the outset, but sometimes my brain vacillates between
15 dismissal and summary judgment without realizing that I've
16 done that.

17 What say you with respect to a motion to dismiss based
18 solely on the allegations in the face of the complaint, and
19 whether there's any theory under which claims could prevail
20 without the Court considering, you know, depositions,
21 affidavits, et cetera, et cetera?

22 MR. ASHMORE: Well, I understand certainly the standard
23 involved, Your Honor. But you know, again, for them to, for
24 instance, say that -- that Riviere and Thomas are employees of
25 Airbnb, they've got to -- they've got to come forward with

1 some -- some evidence, and that evidence simply doesn't exist.

2 A number of these causes of action, Judge --

3 THE COURT: But do they have to come forward with some
4 evidence at this stage? Obviously, counsel has, you know, a
5 responsibility. This sort of goes back to the last motions
6 that I heard. Yeah, there are ethical responsibilities, Rule
7 11, all those things. But do they actually have to have
8 evidence at this -- outside of that personal responsibility?

9 MR. ASHMORE: Well, it's like the duty, Your Honor. And
10 again, the five cases, what's important, as Ms. Barbier
11 discussed Judge Benjamin's order, the five cases that we cite
12 are -- have been handed down since her order. And there
13 are -- Judge, those are cases where motions to dismiss are
14 granted because there's no duty owed by Airbnb to the
15 plaintiff. There is not, Judge. We don't owe this plaintiff
16 a duty.

17 And she testified, Judge, that she had no relationship
18 whatsoever with Airbnb. They've got to be able to come
19 forward and, again, remembering that it was Michelle Jain that
20 interacted with Airbnb and not this plaintiff. Judge, I think
21 that kills their case.

22 She could not have relied on any statements or
23 representations from Airbnb because she didn't know who they
24 were. Until her deposition, she still didn't know who they
25 were. And she admitted that at her deposition, Your Honor.

1 And so again, you know, there's just not enough there at
2 this -- in their pleas. And for those --

3 THE COURT: But do I not have to presume that everything
4 she says in the complaint is true?

5 MR. ASHMORE: Well, Your Honor, let me say this. Even
6 assuming that, Judge, there's no duty that we owe this
7 plaintiff. I mean, that's clear. And our memo is full of
8 arguments and cases that establish that very point.

9 THE COURT: But no South Carolina cases, which I think is
10 important.

11 MR. ASHMORE: Well, Your Honor, you know, no South
12 Carolina case, Judge. But I, you know, look, this is -- there
13 are federal cases. There are cases from across the country
14 that have, again, held that Airbnb owes no duty to a plaintiff
15 under this exact set of circumstances. I think that's
16 compelling.

17 THE COURT: (Indiscernible) South Carolina weren't
18 consistently a minority jurisdiction, that would be a much
19 more compelling argument. But we take a minority position on
20 so many things. I don't know. I don't know if maybe that's
21 neither here nor there.

22 I just think that if I start digging into which part of
23 these allegations are true and which part is not true, that
24 goes beyond a motion to dismiss, and Wes' brother is going to
25 say, hey, you shouldn't have done that. That's my feeling,

1 and I mean, and that's really sort of black letter standard
2 motions to dismiss in South Carolina, at least.

3 And I'm not prepared today to find that there is
4 absolutely no duty based on decisions from other jurisdictions
5 that may be eventually where we get to, but I'm not prepared
6 to make that finding today, certainly not on a motion to
7 dismiss.

8 My approach is to assume the truth of the allegations in
9 the complaint and determine whether there's any theory under
10 which the plaintiff could prevail. And with those exceptions,
11 and without clear South Carolina law, I think there may be a
12 theory, and I've got to deny the motion to dismiss the
13 complaint. You may get it on summary judgment. I don't know.

14 MR. ASHMORE: Thank you, Judge. Understood.

15 THE COURT: Yeah, not as a dismissal.

16 So then, let's move on to -- well, maybe I'll ask Mr.
17 Ashmore if you want to talk about amending your answer next.
18 Is that --

19 MR. ASHMORE: Sure, Judge. I don't think there have been
20 any objections to that, Your Honor, and I just ask you to
21 grant that motion.

22 THE COURT: Is there any objection to Airbnb's motion to
23 amend its answer, insert a crossclaim?

24 MR. GRIFFIN: Your Honor, this is Jim Griffin. We don't
25 have an objection to his amendment provided -- you know,

1 pretty sure no one would disagree that we aren't prejudiced,
2 moved to dismiss, saying that it's served upon us. We don't
3 think it's a mandatory crossclaim.

4 Airbnb objected to dismissing Mr. Riviere from the
5 plaintiff's complaint, and that's because of this motion to
6 amend. We have settled with the plaintiff. We filed a
7 stipulation of dismissal from the plaintiff's complaint, and
8 they've objected.

9 So procedurally, I'm not sure if it's in the right
10 posture. I think we should be dismissed from the plaintiff's
11 complaint, and then Airbnb should then file a third-party
12 action against Mr. Riviere alleging the things that they're
13 alleging. But that's -- that's sort of a procedural issue.
14 But does that make sense?

15 MR. ASHMORE: Judge, it --

16 THE COURT: It does. I'm wondering why that wouldn't
17 happen.

18 Mr. Ashmore.

19 MR. ASHMORE: Well, Judge, what happened is they settled
20 with Mr. Riviere, and which is fine. But we didn't sign off
21 on that settlement because we didn't know about it. And so
22 there are only two instances we make that settlement could be
23 upheld, and that is if all parties sign off on it or by order
24 of the court. And they obtained neither one of those.

25 So if you grant our motion to amend and name Mr. Riviere

1 and Ms. Thomas, then that moots that objection to their
2 settlement.

3 THE COURT: Right. I guess I'm trying to determine the
4 tactical advantage or procedural advantage that's gained by
5 not allowing the dismissal. The only party with an existing
6 claim against Mr. Riviere has resolved that claim prior to
7 today, and I've still not ruled on this motion. So all
8 existing claims, this has been resolved, so it seems like Mr.
9 Riviere should, in fact, be dismissed from the case, and this
10 would have to then be a third-party action to bring him back
11 in.

12 MR. GRIFFIN: Well, they -- that's our position, Your
13 Honor. That's our position.

14 MR. ASHMORE: Yeah. Well, Judge, they again, they need
15 an order from the court to do that, to approve that
16 settlement. That's what the rule says, Judge, either all
17 parties sign off on it or there's an order from the court.
18 Neither one of those elements have been met.

19 MR. GRIFFIN: So Your Honor --

20 THE COURT: (Indiscernible) needs to be reworded because
21 it should be all parties with an interest in it.

22 MR. GRIFFIN: Right. Right. Your Honor, so we would
23 request that -- and we did file a stipulation of dismissal.
24 They didn't sign off on it. We didn't think they needed to
25 sign off on it. We would request the Court to dismiss Mr.

1 Riviere based on the settlement from the plaintiff's
2 complaint. And then they can file a third party
3 indemnification claim. We don't think it has any merit
4 because there is no -- Mr. Riviere never signed any agreement
5 with Airbnb. But be that as it may, we'll litigate that down
6 the road. But procedurally, that's how we think it should
7 proceed.

8 THE COURT: I agree, actually, with Mr. Griffin. So Mr.
9 Riviere should be dismissed pursuant to that settlement,
10 stipulation of dismissal. Then I'm going to --

11 MR. DEMASTERS: Your Honor --

12 THE COURT: Yes. Who's talking?

13 MR. DEMASTERS: Yes, good morning. I apologize. I
14 wanted to jump in. I'm here on behalf of defendant Catherine
15 Thomas, Your Honor. And just for the record, I wanted to
16 object to the amendment to allow counterclaims against Ms.
17 Thomas. But we understand, you know, liberal amendments to
18 pleadings, no -- I don't think Ms. Thomas will suffer any
19 prejudice. But just for the record, we do want to object to
20 it. And then we would request that the amendment occur, you
21 know, sometime after the ruling on the motion to dismiss.

22 THE COURT: Okay.

23 MR. DEMASTERS: Or at least the filing of the written --
24 it's our understanding, Your Honor is going to deny Airbnb's
25 motion.

1 THE COURT: Well, I forgot that Ms. Thomas was a part of
2 it, honestly. So I was going --

3 MR. DEMASTERS: I (indiscernible) too, Your Honor.

4 THE COURT: I was denying it as to Mr. Riviere because
5 now that he's dismissed, there is no -- I mean, it's really
6 sort of moot, I guess, now that I'm determining that Mr.
7 Riviere needs to be dismissed. So there is no crossclaim to
8 assert. It would have to now be a third-party complaint.
9 What specific objection is there as to Ms. Thomas? What legal
10 objection, I'm sorry?

11 MR. DEMASTERS: You know, we just object. But we think
12 that the allegation against Ms. Thomas, you know, are -- you
13 know, we think they should be denied. It's just an objection
14 for the record, Your Honor. I don't want to agree to
15 (indiscernible).

16 THE COURT: Understood. Okay.

17 MR. ASHMORE: So just to complicate matters, Judge --

18 THE COURT: Yes.

19 MR. ASHMORE: -- that means -- that means I'll have a
20 cross -- she hadn't settled, right?

21 THE COURT: Right.

22 MR. ASHMORE: So that means Airbnb as a crossclaim
23 against her, correct?

24 THE COURT: Yes, sir.

25 MR. ASHMORE: That's your ruling, Your Honor, yes.

1 THE COURT: Yes, sir. Yes, sir. And we'll have to file
2 a third-party complaint to get Mr. Riviere back into the case.

3 MR. ASHMORE: Understood, Your Honor.

4 THE COURT: So the motion is denied as to Mr. Riviere
5 because it's moot, and granted as to Ms. Thomas. Make sense?

6 MR. ASHMORE: Thank you, Your Honor.

7 THE COURT: I know that procedurally kind of maybe
8 complicates things on your end, Mr. Ashmore. But I think that
9 that's technically the correct way to do this.

10 MR. ASHMORE: Thank you, Your Honor.

11 MR. DEMASTERS: Thank you, Your Honor.

12 THE COURT: All right. Now, next motion. These are
13 discovery. Well, they're also -- actually, it does not matter
14 which order the rest of these go in.

15 MR. ASHMORE: Your Honor, if it helps the Court, we do
16 believe or I believe that motions number 3 and 6 are fairly
17 closely related. And I was going to argue those. They don't
18 have to go now. They probably should come last. But I would
19 think that we would argue those together. They're both
20 motions to compel with respect to request for production. But
21 it's probably better for the Court to get as much information
22 as they can on these other motions to quash that would inform
23 them, would inform Your Honor about the status of discovery in
24 the case. That's my --

25 THE COURT: Okay.

1 MR. ASHMORE: -- opinion that I'd offer.

2 THE COURT: We'll do it that way.

3 MR. ASHMORE: But I just wanted to let you know --

4 MS. BARBIER: Judge, too, I don't want to interrupt, but
5 I'm just a little confused. Ms. Foster has -- I mean, Ms.
6 Thomas has had different counsel, and I'm happy to see Mr.
7 McMasters (sic), but I just don't know who he is, and I didn't
8 know that he was in this case or he filed a notice of
9 appearance or anything.

10 MR. DEMASTERS: I apologize. I should have said it. I'm
11 here for Damon Wlodarczyk. I work at his firm.

12 MS. BARBIER: Oh, okay.

13 MR. DEMASTERS: And he had a conflict with the hearing
14 this morning. So that's why I'm here. I apologize.

15 MS. BARBIER: Well, happy to have you. I just didn't
16 know who you --

17 MR. DEMASTERS: Oh, this probably is my only appearance.

18 THE COURT: And I'm sorry. I just knew that. So you
19 know, that probably should have been put --

20 MR. DEMASTERS: I apologize.

21 THE COURT: -- on the record, but I'm just familiar with
22 Mr. DeMasters and Mr. Wlodarczyk, so.

23 UNIDENTIFIED SPEAKER: I googled him. That's how I knew
24 who he was.

25 THE COURT: Easy enough.

1 Mr. Ashmore, let's go back to you on these motions to
2 quash, I guess.

3 MR. ASHMORE: Protective orders, yes, Judge. And we can
4 loosely talk about two at once. So Rich Baer, B-A-E-R, and
5 Tara Bunch, those are two Airbnb employees, and we're moving
6 for a protective order on those, Judge.

7 So I'll start with Rich Baer, Judge. He's the number one
8 lawyer at Airbnb. He's the top of the pyramid, Judge. He is
9 overseeing this case. He's overseeing every single case. And
10 there's nothing they can ask him, Judge, that would not
11 involve the attorney-client privilege. I mean, he's making
12 strategic legal decisions regarding every lawsuit that Airbnb
13 has, Judge. He's very smart, very busy. But he's the top of
14 the pyramid, judge.

15 And we've cited case after case that -- I mean, it's
16 inappropriate to depose any of our lawyers, but particularly
17 the head lawyer of Airbnb, Judge. And I guess they just
18 googled to find out who's the head lawyer at Airbnb, and they
19 just thought they would take it from there, Judge. But this
20 is as inappropriate as can be, Judge, and we strongly object,
21 Judge, to any notion that our head -- head of our legal
22 department can be deposed.

23 THE COURT: All right. Who's handling this? Mr. Few,
24 Ms. Barbier?

25 MS. BARBIER: I'll respond to that, Your Honor. First of

1 all, Your Honor, we are not seeking to ask him any questions
2 about this litigation in terms of legal strategy,
3 communications he's had about this litigation. That is not at
4 all what we want to ask him about.

5 We went to ask him about compliance issues. We want to
6 ask him about Airbnb's policies and procedures. We want to
7 ask him about things that relate to their compliance in other
8 jurisdictions with real estate laws, their policies and
9 procedures on hidden cameras, and steps that they take once
10 they receive these complaints.

11 I'm not at all convinced, Your Honor, that Mr. Baer is
12 practicing law in California. And as their chief counsel,
13 which is what he's represented to the bars of two states that
14 he's doing -- he's not licensed in California. He's not
15 registered as their general counsel. And if he is engaged in
16 the practice of law there, he's engaged in the unauthorized
17 practice of law.

18 You can't have it both ways. You can't say that you are
19 their chief legal officer and that you're giving them legal
20 advice and that your office is in San Francisco, but then not
21 be licensed to practice law there and not be registered as
22 their general counsel there. That just doesn't make any
23 sense.

24 And so where he is licensed to practice law, which is New
25 York and Colorado, he has told them that his office is in San

1 Francisco, and that's where he's practicing. So I'm not --
2 and, you know, his title is not general counsel. His title is
3 chief legal officer. And as Your Honor knows, there are many
4 officers within corporations that act as both.

5 And so what I would say is I would only be deposing him
6 in his capacity as a -- not about what legal advice he's
7 giving Airbnb, okay. I will be deposing him as a corporate
8 officer who also makes decisions and guides policy and has
9 factual information about cases that are very similar to the
10 case at hand.

11 And as Your Honor knows, discovery is not limited to
12 people who have actual facts about the plaintiff in that
13 particular suit. I'm not suggesting that he's intimately
14 familiar with the facts of Julianne Foster and what happened
15 at her Airbnb. And that would be a complete misread of Rule
16 26.

17 Rule 26 allows us, as the scope of discovery, to discover
18 things that are related to issues in the case. It's a very
19 broad standard, as Your Honor knows. And we are entitled to
20 take depositions of people who have, you know, general
21 knowledge about the issues that are listed in our complaint.

22 We would imagine that he would also be acting in a
23 compliance capacity, be acting in a -- know, have information
24 about Airbnb's compliance with real estate laws, and that is a
25 very crucial aspect of our case. It is a cause of action that

1 has been in the case since the beginning that was not
2 dismissed, specifically not dismissed by Judge Benjamin, and
3 she allowed us to go forward on it.

4 And essentially, what Airbnb is doing, Your Honor, is
5 they are not allowing us to take any discovery in this case.
6 We have disposed a 30(b)(6) witness, and that happened after
7 nine months of litigation on that issue. There were 24
8 topics. They objected to every single topic. There was a
9 hearing on that. Their motion for protective order on that
10 deposition was denied as to every topic. They then moved to
11 reconsider. That motion to reconsider was denied.

12 One of the topics is the organizational structure of
13 Airbnb. They have yet to provide us with an organizational
14 chart. The 30(b)(6) witness named certain people that were
15 involved in the organizational structure of Airbnb, and that
16 is how we came to find some of the names of the people that we
17 are seeking to depose.

18 But they have objected to every single request for
19 production, every single interrogatory. They objected to us
20 taking every deposition we've asked them to take. We've given
21 them a list of about 15 people, objected to every single one,
22 and they said they don't have any knowledge about the case.

23 We are not limited to people who -- you know, there may
24 be somebody who spoke to Michelle Jain on the customer service
25 line at Airbnb. But we're not limited to depose somebody who

1 spoke with Michelle Jain. We are allowed to take discovery of
2 their employees, and on the general practices and policies and
3 the issues that are outlined in our complaint. An Airbnb has
4 just fought us at every turn about that, and this is just one
5 more example.

6 THE COURT: Let me ask. Why isn't -- why was this not
7 noticed as a 30(b)(6) as to these topics, and let them tell
8 you who has knowledge regarding those specific topics if
9 that's what you're looking for?

10 MS. BARBIER: Right. That's a good question, Your Honor.
11 And the answer is we did notice a 30(b)(6) deposition on all
12 of these topics. And that is going to be heard in a later
13 motion today because after nine months of litigating the
14 30(b)(6) issue, they produced a witness who had essentially no
15 knowledge on the topics that were listed. Her responses were
16 evasive. They were nonresponsive. She refused to answer
17 questions. She had not educated herself on the topics.

18 It was absolutely astounding, so much so that during
19 the -- after the first hour of the deposition, it became
20 apparent she just wasn't going to answer the questions, which
21 was, in my opinion, unbelievable in light of the fact that we
22 had spent so much time litigating these topics, and the judge
23 had expressly said, you have to answer the questions on these
24 topics.

25 They produced a witness who then claims to have no

1 information about these topics or wants to limit her testimony
2 to her personal knowledge, which is not the purpose of a
3 30(b)(6). So we tried to -- you know, to depose a 30(b)(6)
4 witness on these topics. That has been -- they just have
5 blatantly refused to answer the questions on these topics.

6 And so now we have started narrowing down to okay, well,
7 who would deal with that at Airbnb. And the only way that we
8 can -- we have been able to discern who might have knowledge
9 of these topics is by the few names that were mentioned at the
10 30(b)(6) deposition by the witness, and then going on public
11 websites that have, you know, certain officers listed. And
12 that's how -- to this juncture, and we've had specific
13 interrogatories, Your Honor, about who has knowledge of these
14 issues. And they have refused to answer those questions.

15 And so, you know, if they didn't want to produce Mr. Baer
16 on this topic, they had plenty of time to say, you know, if
17 you want to ask us about real estate licensing compliance,
18 this is the person that you need to depose. They haven't done
19 that. If you want to ask us about compliance with other, you
20 know, different, you know, real estate and premise liability
21 laws in other jurisdiction, this is the person to depose.
22 They haven't done that. Their response has been to object and
23 to stonewall at every turn.

24 And you know, Your Honor, I think this issue with respect
25 to Mr. Baer and his whether or not he's even practicing law at

1 Airbnb is a very legitimate question. I mean, if he is
2 practicing law, why in California, why isn't he registered
3 there, and why isn't he license there? They haven't responded
4 to that in their pleadings.

5 I find that highly unusual that somebody who would be at
6 that level of a corporation of that size would not have dotted
7 his i's and crossed his t's with respect to making sure that
8 he's properly licensed in the jurisdiction in which he's
9 practicing. But they haven't responded to that. They've
10 simply said, of course he's licensed.

11 Well, that's not how it works. I mean, I can't put on my
12 website that I have an office in California and hold myself
13 out to the general public as a, you know, general counsel of a
14 California corporation and not be licensed there. I mean,
15 that's the unauthorized practice of law. And so until -- I
16 don't accept that he even has any privilege with Airbnb or any
17 right to an attorney-client privilege with them until they put
18 forth some evidence that he is validly licensed in the State
19 of California.

20 THE COURT: They may be trying to avoid giving evidence
21 towards his prosecution for the unauthorized practice. I have
22 no idea. I mean --

23 MS. BARBIER: That very well may be, Your Honor. And you
24 know, that would be in keeping with how (indiscernible) this
25 company has been. This is their second set of lawyers, Your

1 Honor. This is their second set.

2 THE COURT: And I don't know that. It was a joke, and a
3 half serious joke, but a joke. I know nothing about Mr. Baer.
4 I'm not suggesting that he's committing any crime, but to the
5 extent that it's alleged that he has, and that Airbnb won't
6 give up the deets on him breaking the law, you know, I would
7 kind of understand that.

8 MS. BARBIER: Yes.

9 THE COURT: Let's talk about, then, Mr. Ashmore, the
10 30(b)(6) notice. I don't know that I've seen the 30(b)(6)
11 notice. Was -- I know there was a 30(b)(6) deposition, but
12 were there multiple designees for different topics? Let's
13 talk about that.

14 MR. ASHMORE: Your Honor, we produced one witness. She
15 sat on two separate occasions for about 16 hours, Judge. It's
16 a 600-page transcript.

17 They had a motion for sanctions drafted, I think, before
18 we began the 30(b)(6). They're just unhappy with her answers.
19 I disagree with virtually everything that Ms. Barbier said.
20 This is a big, sophisticated company, and we are doing our
21 best to and have fully complied with discovery.

22 And so an hour into that deposition, they were unhappy
23 with the answers that she was giving. They got Judge Keesley
24 on the line, and he said what in the other judge said, y'all
25 do your best and get through the day and answer the questions,

1 and that's what we did, Judge.

2 At not a single point did we direct her to not answer a
3 question. She outlined names of employees, departments that
4 handle particular areas, and there were 24 extraordinarily
5 broad topics. And she was prepared and did answer those
6 fully, Judge.

7 I know that she was prepared. I participated in some of
8 those prep sessions, and she did her best. She frankly,
9 Judge, she was threatened 12 times with sanctions during the
10 course of her deposition, which sometimes causes a deponent to
11 sort of fall within a shell.

12 So other than that, Your Honor, you know, she did her
13 best under very trying circumstances.

14 And Judge, I don't know if I'm supposed to talk about
15 this California bar thing or not. I don't think any of us on
16 this line know anything about the California bar. And so
17 they've done some googling, apparently, but Mr. Baer has filed
18 a declaration and he's a licensed attorney. He's a chief
19 legal officer. And again, he's overseeing this and every
20 other lawsuit that Airbnb has. And I can't imagine that he
21 would be allowed to be deposed.

22 Judge, I do have a district of South Carolina case on
23 that. It's Judge Anderson's case, Pure Fishing, that says you
24 can only depose attorneys in limited circumstances. No other
25 means exist to obtain the info, the information is irrelevant

1 and non-privileged, and the information is crucial to the
2 preparation of the case. They can get information from other
3 sources, but Mr. Baer, Your Honor, is simply off limits.

4 THE COURT: Well, and I asked about multiple designees
5 and why wasn't it a 30(b)(6), et cetera, et cetera because I
6 mean, I want to help plaintiffs get the information, and from
7 the appropriate person. So yeah, maybe they can get it from
8 someone else, but how do they know who that someone else is?
9 Why weren't there, you know, if there are 24 broad topics and
10 the deponent could only speak to X number of them or only
11 based on personal experience, I mean, there can be more than
12 one 30(b)(6) designee.

13 So if what we're talking about is legal compliance, I
14 mean, there's got to be a compliance officer somewhere in this
15 very large company, right. So if what they want to know is
16 about compliance, why hasn't a compliance officer or whatever
17 that title is within that company been designated as a
18 30(b)(6) deponent so that they don't have to bother Mr. Baer?

19 MR. ASHMORE: Understood, Your Honor. And at my
20 invitation, we recently received more interrogatories from the
21 plaintiffs in order to get them -- we've asked for a more
22 targeted -- you know, exactly what do you want from us. And
23 we're trying to get there, Judge, and we've gotten some
24 interrogatories from them a week or ten days ago. And we're
25 getting there, Judge. We will get them -- get these

1 individuals. We'll get them these answers to these
2 interrogatories, and we'll get them the deponents now that we
3 have a better understanding of exactly what it is that they
4 want, Judge. And we've asked them for that.

5 For instance, on Mr. Baer, you know, what do you want
6 from Mr. Baer. And I know, as Ms. Barbier responded just now,
7 her response back then was we want to talk to him about
8 nonprivileged information. Well, what is that? And he can't
9 talk about it. He doesn't have any nonprivileged information,
10 Judge.

11 And so we're getting there. We'll get down -- we'll get
12 them information; we'll get them names of deponents if they
13 would just tell us with a little more specificity what exactly
14 it is they're looking for. You know, Mr. Baer didn't join
15 Airbnb until almost a year after this particular incident even
16 happened. So he would have had no knowledge of policies and
17 procedures that are relevant in this case.

18 MS. TAYLOR: Your Honor, may I be heard on this topic
19 briefly? Damali Taylor, also on behalf of Airbnb.

20 I appreciate your patience, Your Honor, and I appreciate
21 you letting me speak. So just a couple of things. Just so
22 the record is clear here, the 30(b)(6) witness did sit for two
23 days. And she was there for 16 hours, she flew to Aiken and
24 we were there until seven in the evening, and then we offered
25 a second full day.

1 She answered every single question they asked of her,
2 including questions about the real estate license statute.
3 They didn't like her answer, but she answered them. She let
4 them know there is no person knowledgeable about this statute
5 because this is not a statute that applies to Airbnb. There's
6 no one in the company poring over the statute because on the
7 plain face of the statute itself, as they responded to in
8 their interrogatories, it doesn't apply to corporations. They
9 didn't like that answer, but she gave an answer. There was no
10 point within any of those 16 hours that that witness did not
11 answer the question that was asked of her.

12 And so they did have 24 very broad topics. We have been
13 trying to meet and confer with them on each of those topics
14 for many months now, trying to get some specificity as to what
15 they're asking for. We finally just, you know, a few weeks
16 ago got them to agree to meet and confer with us to try to
17 whittle down and try to focus us on what exactly they're
18 looking for.

19 They've issued interrogatories. We are in the process of
20 finding witnesses to respond to those interrogatories. But
21 they have taken deposition, including the deposition of the
22 30(b)(6) witness and another witness.

23 There is no reason that I can imagine that they would
24 need to go to the chief legal officer of this company, who is,
25 you know, the chief legal officer of the company as their

1 opening salvo in a deposition about a real estate license that
2 does not apply to Airbnb.

3 And so, you know, this whole business about whether or
4 not he's properly licensed and an attorney, that's a red
5 herring, and we addressed that in our brief, Your Honor. We
6 talked about the standard that actually applies here under
7 South Carolina law and California law. I'm a California
8 attorney and a New York attorney, and that's just -- I mean,
9 I've never heard anything like that. And so I can respond to
10 it if Your Honor would like, but it is a red herring.

11 And the standard here is whether or not there is an
12 attorney-client privilege relationship, right. Whether or not
13 Mr. Baer is an attorney for the Corporation or that the
14 Corporation sees Mr. Baer as its attorney -- there is no
15 question that is the case. Anything else, I don't know why
16 plaintiffs are attacking this poor man, saying that he's not
17 licensed, he's not an attorney; that is just false.

18 But we really -- more than any other kind of issue, we
19 really object to deposing general counsel. That would set a
20 dangerous precedent in all sorts of cases. And so we ask that
21 Your Honor grant our motion in that regard.

22 THE COURT: Well, and I'm asking all of these questions
23 because, as I said, I want plaintiffs to be able to get the
24 information. I'd even be willing to or would consider denying
25 the motion to quash, but Ms. Barbier, what I don't want to do

1 is -- first off, I don't want to set some, you know, dangerous
2 precedents, a slippery slope, et cetera, et cetera. But also,
3 I don't want to allow the deposition only for Mr. Baer to
4 respond by asserting a privilege to each and every question.
5 That's just a waste of everybody's time.

6 If you're going to ask him things that are not subject to
7 that privilege, maybe he has the answers, maybe not. Maybe he
8 sees them all as privileged. And then you're back in court
9 with a motion for a protective order, motion to compel, you
10 know, et cetera, et cetera. But if there is a compliance
11 officer, for example, let's identify that person and just go
12 straight to that person rather than wasting the time with Mr.
13 Baer. And I don't know what he'd say or not say, but counsel
14 seems to suggest that he probably not answer any of your
15 questions, which may be fine, but it might be spinning
16 everyone's wheels and wasting time and money.

17 MS. BARBIER: I agree, and we don't want to do that. I
18 mean, we have already spun a lot of wheels and wasted a lot of
19 time because the interrogatories we sent them ten days ago or
20 so at the request of Airbnb were absolutely unnecessary.
21 We've already asked them for these witnesses two years ago. I
22 mean, this case has been going on now, as Your Honor knows, a
23 long time. And we have asked all the basic interrogatories.
24 They know exactly what we're looking for. They can read.
25 They're very smart people. And so there was no need for those

1 interrogatories, but out of -- in the spirit of trying to
2 cooperate and trying to come to some consensus, we agreed to
3 send them some additional interrogatories.

4 But I have absolutely zero confidence, particularly since
5 Ms. Taylor just said that there is nobody at Airbnb who has
6 not -- that's what the 30(b)(6) designee said. She said there
7 is nobody with any knowledge of any compliance with real
8 estate laws in South Carolina. I don't believe that, Your
9 Honor. There are jurisdictions all over this country where
10 they are being accused of a very similar allegations. And I
11 find it very difficult to believe that they don't have -- we
12 don't know who a compliance officer is. They have never
13 identified one. They have yet to produce one email between
14 anybody at Airbnb. There is no internal email communications
15 that have been produced.

16 There's not one email. There's not one text message.
17 They have given us 1345 pages of documents, which is minuscule
18 as we know in the -- in the stream of these things. This is a
19 billion-dollar corporation that operates globally, and 500 or
20 so of those pages is a publicly filed SEC document, which
21 means they've really produced about six or 700 documents.

22 And those are some that are screenshots from their
23 website, which are also publicly available, and there's a
24 couple of other, you know, policy manuals and whatnot. But
25 Your Honor, they have produced -- if they had produced

1 documents, obviously, we could review the documents and get
2 names from email addresses and names from documents that were
3 relevant to the issues and depose those people.

4 But they have -- even when our last motion to compel was
5 granted, and it was granted -- I think it was Judge Dennis
6 that granted it, if I -- there's been so many judges involved
7 in this case I can't recall.

8 But a year ago, and I have the transcript right in front
9 of me, May 31st of 2022, Judge Dennis said,

10 "You've made a motion, and I said it's very simple.
11 If you find something that after they've given you an
12 affidavit that says this is" -- he's talking about the
13 discovery of documents.

14 "If we find out they haven't produced something that
15 we've asked for, then we're talking about some serious
16 sanctions, and I don't think the lawyers want to be going
17 to the Office of Disciplinary Counsel, nor do I think the
18 companies want to be penalized" -- the companies, talking
19 about Airbnb -- "but the bottom line is that's going to
20 happen, folks, so let's quit playing games, and let's do
21 something."

22 And that is May 31st of 2022. And you know, Judge
23 Dennis, very much to his credit, saw exactly what was
24 happening, and he saw that there were games being played, and
25 he said stop playing games. And what happened after that was

1 that Airbnb removed their lawyers. Okay? They hired a
2 different set of lawyers.

3 And anytime -- and based on the track record here,
4 they're asked to comply with discovery or produce discovery or
5 produce a witness. You know, they go back to MO, which is
6 okay, you've ordered me to answer these topics, I'm just going
7 to produce a witness who says, I don't know or I'm not sure
8 about that. I didn't ask anybody.

9 Yes, you can say that for 16 hours. If you read the
10 transcripts of those two days of depositions -- and one was in
11 October and the other one was in January -- and the reason
12 they were spread out is because we wanted to give Airbnb the
13 benefit of the doubt.

14 We said, okay, your witness was clearly not prepared.
15 She's clearly unwilling to answer these questions, even though
16 she's been ordered to, both before the deposition and during
17 the deposition. She's been ordered to do it, but we're going
18 to give you one more chance. So we're going to give you a
19 couple months to prepare her and to let her know she's got to
20 answer these questions.

21 We came back in January. We got the same business: I
22 don't know, I didn't ask anybody, I can tell you what
23 happened. Then I worked in that department, I talked to one
24 person. I mean, the same kind of stuff, Your Honor. You can
25 actually -- and now I know for certain, you can spend 16 hours

1 saying I don't know or I'm not sure or I didn't ask somebody,
2 as unbelievable as that sounds.

3 And you know, Your Honor, it's difficult on a 30(b)(6) --
4 on our motion for sanctions, you know, it does require
5 somebody to read the transcript, and I know that's a lot to
6 ask, but it -- we have put excerpts in our motion for
7 sanctions for some of her answers, which are characteristic of
8 all of her answers, but she was one designee.

9 She did not have knowledge on all the topics, not even
10 close. She was -- I don't know how old she was, but it
11 appeared to me that she was very inexperienced. She had never
12 testified on these topics before.

13 I'm not sure that Airbnb had ever given a 30(b)(6) on
14 these topics, which based on our dealings with them doesn't
15 surprise me. This is the first time they've ever been forced
16 to do it. But her answers was -- you know, it was
17 just -- they were just evasive and nonresponsive. And we're
18 getting absolutely nowhere in discovery, and that is -- you
19 know, this is two years into it, and it is very frustrating.

20 And so I apologize that Your Honor has all these motions
21 in front of you, but there's really -- we have done everything
22 that we can do to try to, you know, work with their counsel to
23 get the answers we're looking for, and we're not having any
24 luck.

25 MS. TAYLOR: You know, on that point, the first time

1 plaintiffs have ever met -- sat and met and conferred with
2 us -- and we've asked for it for a very long time -- on
3 witnesses, on these topics was, I want to say, about two weeks
4 ago because I was about to go on vacation. And it was right
5 before, and we had a call with them, just to try to figure out
6 what it is that they want so that we could go back and find
7 the correct witnesses. We have been trying to do that
8 forever.

9 They finally did it about a week and a half ago. They
10 gave us interrogatories with more specificity, with the
11 specificity that we've been asking for. Just yesterday we
12 told them, we're looking -- we're trying to find the right
13 witnesses. We will get back to you with those witnesses so
14 that we can arrange these depositions.

15 And so you know, respectfully, I just disagree with the
16 characterization that's been made to the Court. We have email
17 after email of us asking them, hey, can we set up a call to
18 talk about this? And them saying no. And finally they have,
19 and we appreciate that. This is how most litigation occurs.
20 You talk about what you actually want, and then the company or
21 the defendant, you go back and you try to find the right
22 witnesses.

23 We are finally in that process after a very long time of
24 them saying, you know what you did, you know what we want.
25 Right? So we're finally in the process of actually having

1 those conversations, and the company, as we speak, is trying
2 to find the right witnesses.

3 The idea that your opening salvo is to ask to depose the
4 chief legal officer or the CEO or the founder of the company.
5 I mean, that's what they've done here. That's just not -- I
6 have never seen that, and that's not the way these things
7 should be done.

8 And so we're in the process now. We're locating the
9 witnesses that they've asked for now that we have clarity on
10 what they want. and we will provide them with names, and we've
11 told them that.

12 MS. BARBIER: Your Honor, I know Ms. Taylor hasn't been
13 involved in this case the entire time that it's been
14 impending. We've been consulting with Airbnb's lawyers for
15 two years, and so I understand that she thinks that two weeks
16 ago was the first time we consulted, but she hasn't been in
17 this from the beginning, and we have, and this is -- it is not
18 difficult to identify witnesses.

19 It is not difficult to tell us who the compliance officer
20 is of a company. It is not difficult to tell us who has
21 knowledge of these topics. It is very simple, and this is not
22 a game.

23 You know, our client has been injured, and she's entitled
24 to discovery on these issues. and so I don't -- if Your Honor
25 is inclined to not allow us to depose Mr. Baer, I would ask

1 that you take it under advisement, and I would ask that you
2 give them a deadline of five days or something that the Court
3 believes is reasonable.

4 I don't think it should take five days. I think they
5 should already have the answer for us at -- should have had it
6 for us years ago. But the topics and the things that we
7 wanted to depose Mr. Baer on, who can address them other than
8 a legal officer.

9 We'd like the name of that person, and then we would
10 consider withdrawing our motion to depose Mr. Baer if they
11 provided it. But thus far, they haven't done that, and I
12 don't know that they can give you a good reason. There is no
13 good reason. It's very -- it's not complicated, and both
14 of -- all of the lawyers on the other side of this are very
15 smart people. So I don't know what their explanation is for
16 the delay.

17 THE COURT: I want to stick with the Baer/ And let me
18 hear about Ms. Bunch, Mr. Ashmore.

19 MR. ASHMORE: Well, Your Honor, same thing. She's in the
20 same category. She's head of global operations, Judge. That
21 title alone, why do they -- I mean. what relevance does global
22 operations have to this case. And she's got 3500 employees
23 beneath her, extraordinarily busy.

24 And again, Judge, she's at the top of the pyramid, and
25 you know, we, again, it sounds like we're finally after two

1 years starting to target exactly what it is. You know when,
2 you know -- when Ms. Barbier says, you know, we want a witness
3 to address this particular topic, we just need to know exactly
4 what it is that they're looking for, Judge, and I think that
5 this last round of interrogatories will help us in that
6 regard.

7 And picking up on Ms. Barbier's suggestion, Your Honor,
8 maybe that's not such a bad idea to consider carrying over
9 Bunch and Baer. And I yield to my leader, Ms. Taylor, on
10 this, and I failed to recognize her, Your Honor. Damali
11 Taylor is an outstanding lawyer with O'Melveny & Myers, and
12 she knows more about the California bar than the rest of us, I
13 can tell you that, because she lives out there, and she's a
14 friend of mine, Judge.

15 But maybe carry that over -- if Ms. Barbier mentioned
16 five days, we're a big company, Judge, we need more than five
17 days to do much of anything, but if we could carry these two
18 over for X until your next term of court or whenever and just
19 fashion some kind of schedule here such that hopefully we can
20 make some progress.

21 THE COURT: That's really what I want to do as to the
22 motion -- both motions to quash and, really, sort of the
23 motion for sanctions. I don't know that I want to keep them
24 necessarily, and I don't -- but I also don't know that I want
25 to rule on them, which sounds crazy.

1 What I want is -- or what should happen, I think, is to
2 have a specific 30(b)(6) list of topics with some specificity
3 that helps Airbnb -- and I don't know whether that's been done
4 already or not. But Airbnb needs to go through those 30(b)(6)
5 topics and say this person can testify about this, this person
6 can testify about that.

7 Like I said, you can have multiple 30(b)(6) designees.
8 Not one person has to know everything about everything, but
9 those depositions have to be taken, and whether that's two
10 different people, three different people, however many people,
11 you got to get the right people to offer testimony as to all
12 of the topics.

13 And I know I've done this before. I know it happens,
14 practically speaking, where you get a list of ten topics and
15 you have a witness who can testify about eight of them, and
16 then you just kind of pretend the other two weren't there and
17 don't know if the opposing party will even follow up on those
18 other two topics. You just kind of get the majority of them
19 addressed, but that's not the appropriate way to do it. The
20 appropriate way to is to find someone to testify about all of
21 them, and it does not have to be the same person.

22 So I kind of want to send you all back to the drawing
23 board with a 30(b)(6) deposition notice, and so -- and maybe
24 Tara Bunch is an appropriate designee for some of those
25 topics, maybe Rich Baer is an appropriate designee for some of

1 those topics, but I think Airbnb needs to tell you that if
2 they designate Rich Baer as 30(b)(6) designee for compliance,
3 maybe.

4 But I mean, my clerk has just done a quick Google search,
5 and it's not difficult to find out who the senior compliance
6 officer from -- for Airbnb is, at least according to LinkedIn.
7 I don't know if she's lied on LinkedIn or not, but Jessica
8 Tseng, T-S-E-N-G. That's what LinkedIn says. I don't know.

9 I mean, these aren't difficult things to figure out,
10 right? If what you want to know is compliance, let's talk
11 about compliance. I'm just trying to figure out procedurally
12 the most appropriate thing to do with the motions because I
13 want to give you all a deadline to get those designations, but
14 also we need to get through the depositions to make sure that
15 those people actually give testimony and don't just say, I
16 don't know, I don't know, I don't know. Right?

17 MS. BARBIER: Judge?

18 THE COURT: Yes.

19 MS. BARBIER: May I make a distinction between Mr. Baer
20 and Ms. Bunch? You know, I understand their arguments about
21 attorney-client privilege, and you know, the -- and Your
22 Honor's point about how frustrating it would be to actually
23 take his deposition and then just object every question. And
24 so I understand that, but -- so let's put Mr. Baer over there
25 in that category.

1 But Ms. Bunch -- I mean, their argument with respect to
2 Ms. Bunch is, she's really busy, she's really busy making
3 \$1.89 billion last year. I'm sorry. You know, they're doing
4 business at this stage, and they've availed themselves to the
5 jurisdiction of this Court, and they have an obligation to
6 participate in discovery.

7 And we're all really busy. I know Your Honor's busy, and
8 I'm busy, and all these lawyers on this call are busy, and we
9 all represent clients who have busy schedules. That's not a
10 reason to not take a Webex, you know, or a Zoom deposition.

11 Ms. Bunch can sit for deposition, and head of global
12 operations is a very important aspect of our case because if
13 you read our amended complaint, one of the things that we
14 allege is that their operations in and of themselves -- I
15 mean, they're operating a business, which is inherently
16 unsafe, in our opinion, and inherently unsafe that resulted in
17 damage to our client, and she's in charge of that.

18 So we have some very specific questions for her, not just
19 as a 30(b)(6) designee, but for her in her capacity as head of
20 global operations. So we want to take Ms. Bunch's deposition
21 regardless of whether or not they designate her as 30(b)(6)
22 designee, and we have the right to do that.

23 I think Your Honor's idea about having them go back and
24 redesignate, you know, designees for each topic is a great one
25 because what they produced to us was a -- and I don't mean

1 this in any demeaning or condescending way, but was a lower-
2 level employee who had no knowledge of these topics and who
3 thought -- and they thought -- they could get away with just
4 presenting her and her saying, oh, well, you know, I don't
5 know, and I didn't ask anybody, and you know, I'm not -- you
6 know, I'm not sure or I don't -- you know, I don't have any
7 knowledge of that.

8 I mean, that's not what the purpose of a 30(b)(6) is.
9 They have to produce people who have knowledge of those
10 topics, and those 24 topics, Your Honor, have been the subject
11 of much debate and litigation.

12 And in fact, Judge Keesley, when he ruled on our
13 motion -- their motion for protective order required us to go
14 back and make a few of the topics more specific, and we did
15 that. And once we did that, he denied their motion for
16 protective order, and he issued an order requiring them to
17 testify as to the 24 topics as they were amended.

18 So the 24 topics have been out there and have been
19 litigated and have been debated ad nauseam. We don't need to
20 come up with another list of topics. What we need are people
21 within their organization who are capable and willing and
22 prepared to testify about them, and that's what we would ask.

23 So we -- if Your Honor would take Mr. Baer's, you know,
24 motion under advisement until they name somebody else who
25 could testify as to those issues and then allow us to depose

1 Ms. Bunch and allow us then to take a -- retake the 30(b)(6)
2 on the topics with people who are well-educated on them, that
3 would be what the plaintiffs would respectfully submit would
4 be the appropriate remedy here.

5 MS. TAYLOR: May I make a suggestion, Your Honor? So
6 just as to Ms. Bunch, the idea that we're -- we don't want her
7 to be opposed because she's too busy, that's not the case.
8 Ms. Bunch joined the company a year after this incident. She
9 has no involvement, no knowledge. She submitted declarations
10 to that effect.

11 We did have two days of 30(b)(6) testimony, and despite
12 the representations, I would not ask the Court to read 600
13 pages of deposition testimony, but if you would like to know,
14 I would invite you to do so because the witness has been at
15 the company for a decade. She is more knowledgeable than most
16 people about the operations and the works of the company. And
17 she almost never said, I don't know.

18 Again, the fact that plaintiffs didn't like her answer
19 does not mean that she did not answer. That was not, you
20 know, two days of I-don't-know testimony. It was two days of
21 testimony that maybe wasn't what they were looking for because
22 they didn't get the specific answers that they wanted, but she
23 provided answers to every topic. She never refused to answer.
24 She was never instructed not to answer, and this was not an
25 I-don't-know deposition.

1 We finally, after much asking, last Sunday, we got them
2 to issue new interrogatories with specificity as to the topics
3 and the witnesses that they want. We finally got it. We got
4 it last Sunday, and we are working on it as we speak. The
5 company is literally trying to find the right people.

6 You can imagine Airbnb is a very big company. They are
7 trying to find the right people as we speak now that we have
8 the information that we need to provide to them to submit for
9 deposition, and we expect that that will happen soon.

10 And so we finally have the direction that we have been
11 asking for, certainly since I've been on this case, and yes,
12 there was another attorney before Mr. Ashmore. But you know,
13 we have the records that plaintiff doesn't.

14 And I've seen emails asking to meet and confer. And I
15 know that I've made requests to meet and confer, and Mr.
16 Ashmore made requests to meet and confer. And we've finally
17 done it. We think we're in a good place. We're headed to the
18 right place, and we will provide them with witnesses that they
19 need.

20 MR. FEW: Your Honor, this is Wes. I think it's an
21 important data point for the Court to consider that we took a
22 second deposition of an Airbnb employee, a young lady named
23 Vicki Ballagh. She's a UVA grad, about 30 years old, and her
24 title was director of global crisis management. And she
25 testified -- they told us that she didn't know anything. We

1 got her name either from the 30(b) -- I think we got her name
2 from the 30(b)(6) witness.

3 She prepped for her deposition for 15 hours, given that
4 she knew nothing about the case. Her testimony -- and I would
5 challenge any plaintiff's lawyer in the country to read that
6 transcript and tell me one useful piece of information that we
7 learned about the company from her deposition.

8 At the conclusion of her deposition, she reluctantly
9 admitted that everything that she does is directed by legal.
10 Never gave me the name of who the person is. Maybe she did.
11 If she did, it's in the record.

12 The deposition was unbelievably frustrating, as I've
13 already mentioned. But that's what we're getting, and that's
14 why we've done what we've done. The 30(b)(6) did not work
15 before, and so if we're going to circle back and address the
16 30(b)(6), I would ask that Your Honor keep jurisdiction over
17 the matter so that we don't have to inform another person of
18 what's been going on, but I have reservations about whether or
19 not we're not going to get more of the same because if the
20 30(b)(6) rules had been complied with, we would have gotten
21 the information or some more of the information that we were
22 seeking.

23 I'm taking notes here, and one of the things that jumped
24 out at me is that there were 24 incredibly broad topics, but
25 yet one person sat for every single one of them. That just

1 speaks volumes, Your Honor. And that's exactly what I dealt
2 with this Vicki Ballagh.

3 At one point in time, I had to ask her if she had a white
4 board sitting across from her because she kept giving me this
5 answer that she manages the cross-functional coordination of
6 investigations of matters that are escalated to her, and
7 everything is done by legal.

8 And she -- then she testified, Your Honor, that
9 everything she does is marked privileged and confidential. I
10 mean, this is very troubling, and we get nothing from them.
11 So apparently, Airbnb, from my estimation at this point,
12 creates a black hole of privileged documents and then says you
13 can't have any of that, and you've just heard that with
14 respect to Mr. Baer. And then it's the same story with
15 respect to the other lady, Bunch.

16 So respectfully, Your Honor, Ms. Barbier and I are trying
17 to do things as surgically as we possibly can. We just need
18 answers, and we haven't been getting them.

19 And one other point that I think bears consideration for
20 the Court, when we argued the motion to compel before Judge
21 Dennis in person on May the 31st of 2022, I pointed out to
22 Judge Dennis that Airbnb at that time had not identified a
23 single witness.

24 The lawyer that they had representing them stood up and
25 he said, oh, yes, we have. And I said, well, let's take a

1 look at your interrogatory responses and see. And he said,
2 right here, we've identified the plaintiff and the defendants.
3 That was over one year into the case. They had yet to give us
4 the name of one single person at Airbnb that knew anything
5 about this case.

6 That's where we were then, and we haven't made a whole
7 lot of progress since despite three days of depositions, two
8 by Ms. Barbier on the 30(b)(6), and one by myself of Vicki
9 Ballagh, who for UVA grad making over quarter of a million
10 dollars a year, she really didn't seem to know what her job
11 was. So that's what we're dealing with.

12 THE COURT: Shots fired. All right. Look, this is what
13 we're going to do. With some now having had some additional
14 instruction and guidance from the Court, we're going to circle
15 back to that 30(b)(6) with additional designees. So -- but
16 the motion to quash the deposition notice to Rich Baer is
17 granted. I'm not going to get into his licensure issue, but
18 if he is the chief legal officer, yeah, chances are he doesn't
19 have much to tell you. I think that information, it sounds
20 like, can be gotten from another source, which is where we're
21 going to get it from with different 30(b)(6) designees.

22 And so 30(b)(6) shall continue at, you know, whatever
23 dates and times to address all 26 topics, however many
24 designees that takes. The motion for protective order, motion
25 to quash as to Tara Bunch is denied. She may be very busy,

1 but she doesn't have the same privilege issue.

2 The deposition can take place virtually, and maybe she
3 says, I don't know, I don't know, I don't know, or I defer to
4 Jane Doe or John Roe or whoever, but she may have some
5 pertinent information.

6 The motion for sanctions as to Airbnb, with respect to
7 the 30(b)(6) designation, is denied at this time with leave to
8 refile it. I think what you're really getting at -- or I
9 think -- yeah, it seems that you just need the information and
10 you're mad that you don't have the information because they
11 only had the one 30(b)(6) designee. They can fix that. I'm
12 ordering them to fix that with additional 30(b)(6) designees.

13 And so I'm not prepared to find today that that one
14 designee's deposition was a waste of time, that you got
15 nothing from it. I just need -- think it needs to be
16 supplemented with other 30(b)(6) designees now if you. Now,
17 if you depose all the designees and still get nothing from any
18 of them, then maybe you come back on a motion for sanctions,
19 which is why I'm allowing leave to refile that motion.

20 That takes care of the deposition == well, not completely
21 because there's some confidentiality, motions to seal, et
22 cetera, et cetera. Let's talk about those now. There's --

23 MR. FEW: Your Honor, I think one of the motions == and
24 the other counsel can correct me if I'm wrong, but one of the
25 motions was heard by Judge Keesley on an emergency basis, and

1 I -- that may be the one that you were just referring to.

2 THE COURT: I don't know. Help me.

3 MR. ASHMORE: There was a motion for sanctions I filed,
4 Your Honor, that was taken under advisement by Judge Keesley.
5 And that one --

6 MS. TAYLOR: Your Honor, that's Judge -- that's number
7 nine on our list. That motion was heard on an emergency
8 basis, and Judge Keesley hasn't ruled on it.

9 THE COURT: Okay. Got you, but there's still -- there is
10 still Airbnb's motion to seal excerpts. So it's the 30(b)(6)
11 deposition transcript that was filed on February 24th?

12 MR. ASHMORE: That's correct, Your Honor.

13 MS. TAYLOR: Yeah, I think it -- is it -- there
14 might -- there's two motions to seal, and I think they both
15 relate to the 30(b)(6). I'm not sure. Okay. Yeah. I know
16 they want everything under seal, so I just can't keep it
17 under -- I can't keep it straight.

18 MR. ASHMORE: And Judge, so these were filed out of an
19 abundance of caution. Judge Keesley issued an order saying
20 that everything from the 30(b)(6) was not to be -- it was --
21 anything we deemed confidential couldn't be released without
22 further order of the Court.

23 We made those confidential designations, so we're simply
24 asking for that, for that ruling. If they object to
25 the -- which they do. They think nothing in the 600 pages --

1 that nowhere in the 600-page deposition is there confidential
2 information.

3 So one of these days, we'll have to argue over that,
4 Judge, but for now, we're simply asking that we get a ruling.
5 Again, I think it's out of an abundance of caution that that
6 needs to be deemed confidential for now.

7 THE COURT: Is there any objection to the motion?

8 MS. BARBIER: There is -- there is, Your Honor.

9 Basically, Your Honor, what Airbnb is seeking to do is they
10 have -- they stamp everything confidential, and they designate
11 everything confidential, and what it will require us to
12 do -- let me tell you why we object.

13 First of all, logistically, as Your Honor knows, it's a
14 nightmare to file motions with everything under seal because
15 then everything's under seal. The motion has to be under
16 seal, the exhibits have to be under seal, and we're talking
17 about a case, Your Honor, that is -- involves -- you know,
18 we've alleged violations of the South Carolina Unfair Trade
19 Practices Act. We've alleged constructive fraud.

20 There's a very important public safety issue here, and
21 you know, they want to conduct this litigation under seal, and
22 the court system is first and foremost supposed to be
23 transparent and open to the public. And the public has every
24 right to know the, you know, statements and the issues that
25 are being litigated here.

1 There's nothing confidential about the 30(b)(6)
2 deposition. There -- you know, basically we got little to no
3 information, so I can't imagine why they've designated some of
4 the things they have.

5 I mean, you know, I'll give you an example, Your Honor.
6 They have actually marked -- they have designated things like
7 my question to the 30(b)(6) designee as confidential. Now,
8 how is my -- that's on page 91, line 7 through 13. How would
9 my question be confidential? I mean, it doesn't make any
10 sense.

11 I also asked them questions about articles that appeared
12 on the internet. They want to designate that as confidential.
13 You know, I've asked them questions about public statements
14 that their CEO has made about safety and about guest safety
15 and safety being the number one priority and how everybody's a
16 trusted community at Airbnb, and all these things he gets out
17 there on Twitter and on the Today Show and says, I've asked
18 him about his representations to the public, and they want to
19 designate that as confidential.

20 I mean, it's absurd. These things aren't confidential.
21 You know, if there was a personal identifier of somebody in a
22 document that is attached to a deposition, I have no problem
23 with that being redacted, but there are no personal
24 identifiers that I'm aware of, and I just think that they're
25 abusing the confidentiality order in this case.

1 That's not what confidentiality orders are for. It is
2 not so that we can litigate under seal and hide these issues
3 from the public because they're embarrassing to Airbnb or
4 because it might hurt their public relations. That's just not
5 the purpose of a confidentiality order, and it's an abuse of
6 the process.

7 And so I think, Your Honor, you know, as soon as you do
8 that and as soon as we have -- you know, this case gets ready
9 for trial, I mean, I'm sure they'll be -- it'll be of interest
10 to the press because Mr. Riviere's prosecution already has
11 been of interest to the press, and I think you know will get a
12 lot of questions about why everything's under seal.

13 And I don't think there's any purpose for it. I think
14 it's simply because Airbnb is trying to bury these issues like
15 they buried all of them with respect to hidden cameras, and
16 it's inappropriate. So we object.

17 MR. ASHMORE: Just briefly, Your Honor. So the way it
18 works is we designate items as confidential, and then they
19 object, and then we dump in the judge's lap if we can't
20 resolve it. So that's -- this is a bit premature, Judge.
21 Again, this is a belt-and-suspenders approach that the orders,
22 I think, cover us with here's why we're doing this, Judge.

23 I filed for the first time in my 35 years a motion for
24 sanctions because, as we speak, there is confidential,
25 proprietary information on the public system in Aiken County

1 that they filed in spite of the very clear order from Judge
2 Keesley.

3 He didn't deny that motion, Judge. It's under
4 advisement. So we've had problems in this case with our
5 confidential information being posted, and again, as we speak,
6 it's posted. They filed confidential -- they filed items that
7 we designated as confidential on the on the public filing
8 system in Aiken, and it's still there.

9 That motion's under advisement. That's why we're so
10 sensitive about this particular issue, Judge, and that's why,
11 again, out of an abundance of caution we're filing these
12 particular motions.

13 MS. TAYLOR: And Your Honor, if I may be heard just
14 briefly. The idea that we designated everything confidential
15 is just wrong. There is not a single public statement,
16 contrary to what you just heard, that we have designated
17 confidential. We were extremely limited in what we designated
18 confidential. We're talking about private business data,
19 trade secret. For example, vendor information, the specific
20 trade secret processes our vendors use to conduct background
21 checks. That's the sort of thing that we designated
22 confidential, Your Honor. It was very limited.

23 So I know that a representation was just made to you that
24 we just stamped the whole thing. That is just completely
25 false, and so we were very careful. And Mr. Ashmore's right,

1 we've been burned on this because before the period even
2 lapsed under Judge Keesley's order about, you know, the
3 confidentiality designation, they posted in the public docket
4 confidential information about customer complaints and
5 customer service tickets. Things that were clearly
6 confidential business information, they put out there before
7 the full protective order period had even lapsed.

8 And so we're not just doing this out of an abundance of
9 caution, we're doing it because the information is
10 confidential and because they've done this before.

11 MS. BARBIER: Your Honor, if I could clarify, the first
12 round of the 30(b)(6) deposition, the defendant submitted
13 designations that they wanted -- they were seeking to have
14 confidential. We objected to those designations, and the
15 order says that until those are ruled upon, they have to be
16 treated as confidential.

17 The second round of the 30(b)(6) deposition, they had
18 seven days to object -- to designate their confidential
19 designations. They didn't produce any objections within seven
20 days. Instead we got -- about six days later, we got in the
21 mail -- six days after the deadline had passed, we got in the
22 mail a list of designations of things they wanted to, you
23 know, designate as confidential.

24 We had already filed a motion related to the 30(b)(6) and
25 had excerpts from that deposition in it and attached to the

1 deposition for that purpose. We can't honor designations we
2 didn't receive, and that was -- well, that's the motion that's
3 in front of Judge Keesley. If you want to use the order that
4 is in place, the confidentiality, you have to adhere to the
5 deadlines, and they didn't do that.

6 And so the first set of designations, we agreed were made
7 timely, and we have sealed any portions of those deposition
8 excerpts. The second set of designations were not made
9 timely, and that is why those are on the public record.

10 And Mr. -- I'm sorry, Judge Keesley heard that motion,
11 and even though it was deemed an emergency, he still hasn't
12 ruled on it, and so -- and he knows it's on the public docket,
13 so I'm not sure that he agreed it was an emergency. But
14 that's the situation with respect to those designations, Your
15 Honor.

16 And I can give you specific examples of things that they
17 designated as confidential. I have a list, and we have all
18 said, Your Honor --

19 THE COURT: I don't even think that's necessary.

20 MS. BARBIER: Okay.

21 THE COURT: Let me back up and make sure that I'm looking
22 at the right motion. I thought that I was, but there is a
23 motion that was filed February 24th, and there was one filed
24 February 28th. What I understood is that the February 28th
25 motion is the one that Judge Keesley heard and took under

1 advisement. Yes?

2 Someone help me.

3 MR. ASHMORE: What's the caption of that one, please,
4 Your Honor?

5 THE COURT: Defendant Airbnb's motion to confirm
6 confidentiality designations of portions of its Rule 30(b)(6)
7 deposition transcripts.

8 MR. ASHMORE: That is before you, Your Honor. That is
9 not the one --

10 THE COURT: Absolutely.

11 MR. ASHMORE: -- that was Judge Keesley's ruling on.

12 THE COURT: Okay. So I've got them mixed up. So Judge
13 Keesley heard the February 24th motion?

14 MR. ASHMORE: Motion for sanctions, for disclosure of
15 confidential information.

16 THE COURT: Okay, he did not hear the February 24th
17 motion to seal excerpts of the 30(b)(6) deposition transcript?

18 MR. ASHMORE: Correct, Your Honor.

19 THE COURT: So both of those are before me and -- okay.
20 All right. Just making sure. Well -- and so I'll also say, I
21 don't know that I need examples because there were
22 designations here, right? What I need is the deposition
23 transcript for me to look at And decide whether they should be
24 deemed confidential. Yes?

25 MR. ASHMORE: Your Honor, if I may --

1 MS. TAYLOR: If you can see this, Your Honor.

2 MR. ASHMORE: So I -- are we -- are you taking up the
3 matter of whether or not they're objecting to each and every
4 one of our confidential designations? I just -- I don't -- I
5 think that's a hearing for a later date. I don't think we're
6 there quite yet. Are they objecting to every single one of
7 our designations, Your Honor? Because I believe that they
8 are.

9 MS. BARBIER: Your Honor, we have sent them
10 correspondence, and we have objected to their designations,
11 and I don't think it's for a later date. I think it's for
12 Your Honor's consideration.

13 We're happy to send you both transcripts, and Your Honor,
14 if you look at the excerpts that they have -- we have
15 out -- let me say this to Your Honor. We have invited them to
16 tell us and justify each designation as the order requires
17 them to do, and the only thing they have said is that it's all
18 proprietary. And when you read the excerpts, you will be
19 asking yourself the same questions that we asked, which is how
20 in the world is my question to them proprietary?

21 How in the world is something -- their vendor that does
22 their background checks is online, easily found by Google, and
23 they've designated that as confidential. They have -- I asked
24 them a question about what happens to negative reviews
25 that -- you know how when you go on an Airbnb, you can review

1 the property afterwards?

2 And what we have found through discovery from other
3 sources is that if there's a negative review on a property,
4 those are sometimes removed so that the public can't read what
5 may negatively have happened to somebody at that property.

6 We asked them about that. That comes from an article on
7 the internet, and they have -- designation number 1, page 31,
8 line 10 through 18, and their response to my question about
9 what happens to them, they've designated as confidential.

10 I'm sure they don't want people to know why they
11 review -- why they remove negative reviews, but that's not
12 confidential. That's just hiding information from the public,
13 and this is what they want to continue to do. So yes, we
14 object to their designations, and we will be glad to send Your
15 Honor the transcripts.

16 THE COURT: Do you object --

17 MR. ASHMORE: Your Honor, if I may --

18 THE COURT: Hold on. Do you object to all of them, Ms.
19 Barbier --

20 MS. BARBIER: Yes.

21 THE COURT: -- or are (indiscernible) that you agree to?

22 MS. BARBIER: Wes, you can jump in here if I'm missing
23 something. I think -- we agree that if there's a personal
24 identifier of somebody, of something that would identify a
25 particular person not involved in this lawsuit, and that means

1 by their date of birth or social security number or
2 their -- you know, something like that, that we would agree to
3 that, but I didn't see any of that.

4 THE COURT: Well, okay. But they've given page and line
5 numbers, and what I want to know is which of those pages and
6 line numbers are actually disputed?

7 MR. FEW: Your Honor, we've disputed all of them, and
8 we've complied, as Ms. Barbier said, with the first set of
9 designations. She's been handling that when the issue came up
10 that we were alleged to have violated the order. I prepared a
11 spreadsheet and sent it to opposing counsel that recapitulated
12 all of their designations and asked them to tell us why those
13 are confidential.

14 So they, I think, had 15 days to respond, but I think the
15 burden would be in their court to come back to us. I'm not
16 saying we couldn't be persuaded that something was
17 confidential because we don't always understand the context of
18 anything, but we absolutely dispute that any of this
19 information would be useful to anybody as being confidential,
20 a competitor or otherwise, because it just doesn't tell
21 anything.

22 So the answer is yes, we do dispute, and if they had
23 something in context, if they wanted to say, hey, you know you
24 need to reconsider this, we could do that, but -- and I think
25 because Debbie's been handling this is the first half of the

1 30(b)(6) at issue here today or just the second?

2 MS. BARBIER: It's both.

3 MR. FEW: Okay.

4 MR. ASHMORE: Your Honor, that was going to be my
5 suggestion. Before we dump this in your lap, would you give
6 us 15 days to talk amongst ourselves, see what we can resolve.
7 They might agree to some, they -- we might fight over others,
8 but before we dump this in your lap, would you give us a
9 chance to -- for us to take a second look at it and for them
10 to take a second look at it. Give us 15 days, and then we
11 come back to you if we need your assistance.

12 MS. BARBIER: Yes, Your Honor --

13 MS. TAYLOR: Your Honor, if I may, just for context, we
14 did exactly what Judge Keesley's order required of us. And so
15 Your Honor knows, Judge Keesley anticipated and expected that
16 there would be confidential and proprietary and trade secret
17 data in the 30(b)(6) depo, and there was.

18 So for example, Airbnb's internal risk assessment
19 processes, the specific searches the vendors use that they
20 consider their trade secrets. Judge Keesley anticipated all
21 of this. The order says, and I quote, "that these kinds of
22 information, the confidential data, shall not be disseminated
23 absent further order from the Court."

24 So the default is that this is confidential, and so we
25 complied with that order. We -- all of the information that

1 we have designated confidential is, in fact, confidential.

2 And the fact that they are going scorched earth and objecting
3 to every single one of the few designations that we have made,
4 this was a very long deposition, a very long transcript, we
5 made very few designations.

6 And so we've complied with the order. I would have hoped
7 that they would have been more measured in their objections,
8 but they have not. We can do what Mr. Ashmore suggested and
9 try to work it out with them.

10 THE COURT: All right. I'll give you 15 days to resolve
11 it. I need to hear from you all in 15 days as to what has
12 been resolved and what is still contested. To the extent that
13 anything is still contested, I'll need copies of the
14 transcript so that the Court can make the determination.

15 MR. ASHMORE: Thank you, Your Honor.

16 THE COURT: Okay. That takes care of those. We still
17 have motions to compel regarding requests for production, an
18 amended request for productions, a motion to file exhibits
19 under seal. Let's take ten minutes before we get to those.
20 Yeah, we'll take just a ten-minute break.

21 MR. ASHMORE: All right, Judge.

22 MS. BARBIER: Thank you.

23 (Recess.)

24 MR. ASHMORE: You muted?

25 MR. FEW: I think she is.

1 MR. ASHMORE: Yeah. You muted, Judge.

2 THE COURT: Yes, I was talking to my clerk.

3 MR. ASHMORE: Oh, so sorry.

4 THE COURT: But I'm ready to get back to it if you all
5 are.

6 MR. ASHMORE: Mr. Griffin has had enough fun, Judge, and
7 he is longer with us.

8 THE COURT: Understand. Look, I'm ready to wrap it up,
9 too. I didn't think I'd still be here after noon, so we're
10 going to power through these, and I'm going to get on with the
11 rest of my day.

12 Motion to -- there are two motions to compel filed by
13 plaintiff to compel Airbnb to respond to some requests for
14 production filed on January 18 and February 2. Have those
15 been resolved in any way, shape or form?

16 MR. FEW: No, Your Honor.

17 THE COURT: Okay. Ms. Barbier, let me hear you -- or Mr.
18 Few. Sorry.

19 MR. FEW: I think I'm actually -- drew the ping-pong ball
20 out of the list for this. Your Honor, thank you so much for
21 your time and your consideration, and also your preparation
22 for today is greatly appreciated. And had you not done that,
23 then we probably would have been here until 2 or 3 p.m., and
24 also for allowing me to kind of push these motions to the back
25 because what we're dealing with here are two different motions

1 to compel for requests for production. And I'll take them in
2 order.

3 The first of which we filed on the latter served request
4 for production, numbers 45 and 48. I think all of this is of
5 record, Your Honor, but there was actually -- something came
6 up about something being -- and then we took it off of the
7 index, and then I don't -- I didn't see it yesterday, but I
8 don't know that it really matters.

9 For purposes of our motion, we took -- if you look at our
10 request for production, Your Honor, we've already gone over
11 the standards for -- and we have a pretty good brief that we
12 filed with the motion on the 18th, but we have -- the first
13 three are very similar, Your Honor. They're asking for the
14 contact information of the guest by reservation ID. So when
15 we get these spreadsheets of data that were produced to us,
16 each guest and each host, I believe, is assigned a unique
17 numerical number.

18 And for Katherine Thomas, Your Honor, who was the -- held
19 herself out to be the spouse but was never legally married to
20 Rhett Riviere, and she was the one that registered as a host,
21 as you have been told earlier in the hearing today. Her
22 unique number as a host was 86755971.

23 And so really borne out of frustration, we prepared these
24 requests to find out the identities of the other persons that
25 had rented from Airbnb because we couldn't get that

1 information. So we said, in effect, okay, on the limited
2 number of documents that you have given us, we need to know
3 the person that's associated with -- sorry, with the
4 reservation ID number listed in Exhibit A.

5 And what Exhibit A is is simply the list of the -- that
6 was produced by Airbnb that showed the three or four dozen
7 probably rentals of their unit, and some of them were
8 cancelled, so those wouldn't be there. Number 46 says we need
9 to the contact information for each and every guest associated
10 with a confirmation code.

11 At the time I don't think we really knew what those
12 things meant. We now know a little bit more about that, I
13 think, because Ms. Barbier has handled the 30(b)(6)
14 deposition. I was actually in a trial in Kingstree when the
15 second part of the trial -- of the 30(b)(6) was commenced, and
16 so I wasn't present for that.

17 And so 46 -- 45, 46, and 47 are asking for that
18 information, based on their own data. So they're very limited
19 and targeted requests for production. And what we got in
20 response is just a blanket objection, is the way I would
21 characterize it, and no documents produced at all.

22 With respect to number 48, it is a little bit different.
23 It asked them what documents do you have that you can produce
24 about people that were convicted of any of these crimes that
25 are set forth in your policy?

1 And essentially, what we're asking for there, Your Honor,
2 is you claim that you have this policy of monitoring your
3 hosts and running background checks and doing things to filter
4 out people that ought not be on the platform, and so we're
5 trying to figure out what are they doing to -- and what have
6 they actually done, if anything, to enforce that policy.

7 And Your Honor, that again is asking for conviction. So
8 that would be something that's of public record and is also
9 limited in scope.

10 With respect to the second request, the second motion
11 that we filed, Your Honor, I would probably reserve some time
12 to speak to that, but in effect, what it is comprised of is
13 the 30(b)(6) topics that were already approved by Judge
14 Keesley. We took those and converted them into a virtually,
15 substantially identical request for production so that we
16 would have the documents that related to the 30(b)(6) topics
17 so that we could get somewhere. And if we had had those, and
18 that's why we would need them for this reset 30(b)(6)
19 deposition, that's what we're asking for in the motion to
20 compel that was filed on February the 10th, Your Honor.

21 And so in effect, that -- and I'm happy to answer any
22 more questions, but these requests, the first set is
23 specifically tailored as follow-up to stuff that we got in
24 discovery to get more information about a definitely defined
25 set of parameters. And then the second set is really just

1 tracts, you know, the 30(b)(6) topics that we had filed, that
2 we had already been approved twice by Judge Keesley.

3 So that would be my summary of where we are on those two
4 motions to compel, and we would just ask the Court give us
5 time to -- give them time to comply with those 30(b)(6);
6 withdraw those objections.

7 They've not agreed to narrow the scope. They've
8 not -- their position has been, well, we're just not going to
9 give you anything on this, and so -- and I think, frankly, at
10 this point, it's -- you know, that's the position that they
11 stood on coming up to this hearing, and that's why we think
12 we're entitled to get all these documents.

13 THE COURT: If you could, Mr. Few, as to request 45
14 through 48, go ahead and address the privacy argument as to
15 the nonparty civil litigation. I know I'm going to hear that,
16 so if you could just go ahead and speak on that on the front
17 end.

18 MR. FEW: Well, Your Honor, the -- I think Ms. Barbier
19 addressed this issue earlier, the fact that somebody -- you
20 know, we have a confidentiality order in place, and what we
21 would propose and what I would be planning on doing when -- if
22 I were on the other side of a case like this, and I'm
23 frequently on the other sides of cases like this where I'm
24 having to produce confidential information -- is you just use
25 the confidentiality order, and you mark things as

1 confidential.

2 And if anything is -- requires any further protection,
3 then we have a standard provision in there that says that you
4 have to file an additional motion for protection for that
5 stuff, and you would designate it as attorney's eyes only.

6 And you know, normally, that relates to things such as
7 trademarks -- I mean, trade secrets and things that are really
8 and truly highly confidential. But we're entitled to know and
9 these people are entitled to know that they may have been
10 recorded.

11 And we have videos that we have obtained through SLED's
12 search that we don't think that these folks have been notified
13 about, and it may be those people on the videos. When you see
14 somebody on a video, you don't know who they are unless you
15 have some other indicator of their identity.

16 And so while there may be 21 or 23,000 image files or
17 video files within what SLED seized from Mr. Riviere's
18 devices, going through there and saying this is that person is
19 just not something that anyone is able to do.

20 And so you know, we -- also, Your Honor, this is relevant
21 because there's a dispute about where the box was kept. Mr.
22 Riviere has maintained that -- and we have settled with him,
23 but we still have our claims pending against Katherine Thomas
24 about what was the condition of the room.

25 On one story, we were told that the Bluetooth speaker was

1 supposed to be in the kitchen. Well, in the depositions last
2 week of Josee (phonetic) Riviere, she testified that even
3 though they were divorced for many years, that she went to
4 this particular property on 115 Third Avenue, and that she
5 must have told us 18 times in that deposition that there was a
6 camera in the bedroom, but it was pointed down the hallway.
7 She kept saying down the hallway. It was pointed down the
8 hallway.

9 And so you know, these -- we need to know -- we're
10 entitled to find out what the premises looked like when these
11 people were there and also to know if they were recorded. And
12 so -- but once again -- so there's always protections in place
13 that can be used, the first of which is a confidentiality
14 order.

15 And also, Your Honor, something that comes up in this
16 case and in other cases that I don't agree with is, there's
17 this notion that we have to redact everything. Well, no, you
18 don't. If you mark it confidential, you don't need to redact
19 it. And redacting is, I would agree, a lot of work. But if
20 you've marked a document confidential or if it actually
21 warrants greater protection than that, then you don't need to
22 redact -- you don't need to redact it.

23 Now, if some of this information were to include
24 someone's social security number, that probably should be
25 redacted and could be redacted. But their address and things

1 of that nature and who they are and their identities and the
2 fact that they may have rented this property immediately
3 before or immediately after our clients were there -- or our
4 client was there is stuff that we're entitled to find out
5 about.

6 And Mr. Ashmore misspoke slightly earlier when he said
7 that Michelle Jain was represented by the Strom Firm. She was
8 actually represented by a lawyer here in Greenville, and
9 whether or not he sued Airbnb really doesn't matter.

10 But the Strom firm had clients that were young girls that
11 were recorded in yet another property that was in Mr.
12 Riviere's portfolio that was part of Airbnb's portfolio of
13 four properties that he had with them. However, those two
14 girls that the Strom Firm represented did not arrange the
15 rental through Airbnb, and that is why Mario Pacella at the
16 Strom Firm did not sue Airbnb.

17 So, Your Honor, those privacy matters can be addressed,
18 and we maintain that they should have already been addressed,
19 and they could have been addressed, but what we're dealing
20 with is just an unwillingness to give us any information under
21 any of limited scope or agreed-upon scope at all, and that's
22 what you can see throughout the entirety of all of these
23 requests for production, the first four that are set forth in
24 the first motion, and then the second set, which are, again,
25 substantially identical to the 30(b)(6) topics.

1 An example there, and I don't want to -- we've been here
2 a long time -- is an organizational chart. We've asked for an
3 organizational chart in our request for production, and we've
4 gotten, no, you can't have it.

5 THE COURT: I don't want to guess too much, but I'm going
6 to guess, though, that Airbnb -- that one of the concerns is
7 not just the privacy of the other customers and keeping their
8 information confidential from the public, but the concern is
9 probably what that leads to.

10 So they could mark it confidential and give you names and
11 addresses, but the only reason you want names and addresses is
12 to reach out to those people as potential -- either potential
13 witnesses or potential plaintiffs.

14 So are you trying to get more clients? Are you trying to
15 get witnesses? Are you trying to help SLED because
16 that's -- the SLED part is not really your responsibility to
17 notify potential crime victims that they've been victims of
18 crimes.

19 MR. FEW: Well, Your Honor, with respect, Ms. Barbier has
20 done the lion's share of SLED's work in this case, if the
21 record needs to be clear on it, but the fact that our right to
22 identify witnesses may have other side benefits to it does
23 that mean that we're not entitled to it, Your Honor.

24 And we have videos of a gentleman -- and really, the
25 placement of this thing is critical to us knowing it. And one

1 of the things that we have asked and that is that -- what
2 Katherine Thomas's knowledge was. And we're also seeking
3 discovery on whether or not and why Airbnb never done -- they
4 don't do any property inspections, and some of these things
5 were alluded to earlier, but as far as the undertaking
6 goes -- and this is to the scope, Your Honor.

7 This is why we're entitled to see these things because
8 your CEO cannot go out on the squawk box and the MSNBC and the
9 CNN when you have some type of a tragedy and assure the
10 customers and the hosts and the venture capital money and the
11 potential IPO people that you're going to be dealing with that
12 your corporation is built upon trust and then make all these
13 way-out outlandish promises.

14 And then when we come along in a discovery lawsuit, in
15 little ol' South Carolina, where they have like tens of
16 thousands of hosts. I think Debbie discovered one time that
17 we're one of the ninth most profitable states for Airbnb
18 because we have been considered Airbnb friendly, and because
19 they have completely ignored 40-57-20, which says if you
20 anticipate getting a fee for renting a property, you got to be
21 licensed, but this is the things that the guy has said.

22 Maybe we've been too gradual. We should take more
23 responsibility. We've had a hands-off model. We must do
24 better. We will. This is unacceptable. We will verify 100
25 percent of listings on the site.

1 You might imagine I asked questions about those types of
2 things of the Vicki Ballagh witness that I referred to
3 earlier, and she was unable to tell me anything that she was
4 personally aware of that the company has done to follow
5 through on these promises that their CEO is making to the
6 public. And so Your Honor, that's why we need to get this
7 information.

8 If, in fact, there are legitimate redaction and privacy
9 things that need to be addressed, that can be done. As has
10 been said before, there's some really clever people on here
11 with probably over a hundred years of experience altogether,
12 and we can work with them on that, but that is not a grounds
13 to tell us, as we've been told all along, stop, you can't go
14 there.

15 So any of those privacy concerns can be addressed, and
16 also, Your Honor, the Stored Communications Act claim is
17 something that I'm at a complete loss for, but I do want to
18 address it because the other side is probably going to mention
19 it.

20 THE COURT: Okay, let me -- let me hit you with a timeout
21 before we get to that. I just need to take a quick break.

22 MR. FEW: Okay.

23 THE COURT: I'll come right back to y'all. Hold tight.

24 (Recess.)

25 THE COURT: Sorry, folks. I had a surprise guest that

1 wanted to say hey, and she was about to leave because she was
2 tired of waiting. Anyway --

3 Okay. I'm sorry, there's a lot going on in here with my
4 dad, his clerk, my clerk, visitors, whatever. Yes.

5 MR. FEW: Well, I don't know if that -- this was as
6 famous as the last person, but that gave me a moment to flip
7 over because I think -- I don't want to just gloss over our
8 request for production number 16 to 44, but I don't want to go
9 through every one of them either.

10 But Your Honor, if you look at number 34. We ask for
11 reports or complaints made to Airbnb of guests being secretly
12 videotaped while staying in an Airbnb during the time period
13 from December 1, 2013, to the present. And we've got nothing.

14 And when we had a conversation with myself and opposing
15 counsel about a month ago when they -- we agreed to postpone
16 some depositions because of vacation schedules, I gave them an
17 example of how in the world -- and by way of example, when
18 Vicki Ballagh remembered -- she's been working there for
19 years. She remembered one time in global crisis management
20 role that she addressed a video recording, but she could only
21 remember that it was probably in 2018 when she first went to
22 work there, and it was in Florida, and she didn't know -- she
23 didn't know anything else. Couldn't remember the county,
24 couldn't remember the circumstances, couldn't remember who she
25 talked to about it.

1 So you see -- and we think that may have been when a
2 lawsuit was filed in Manatee County, which is specifically
3 laid out in paragraph 82 of our amended complaint. So
4 paragraphs 80, 81, and 82, we refer to things that we're aware
5 of that show that they were on notice that these things
6 happen, but yet we can't get any documents from them to
7 acknowledge that there was any response within the company.
8 And Your Honor, we have to be able to show what they knew,
9 what they knew the risks were, and what did they do about it.

10 And I've analogized this to the defective automobiles and
11 all the fights that the plaintiff lawyers went through in
12 those cases to get access to the design documents. Did you
13 know that this vehicle was going to blow up when this
14 happened?

15 So they've known as, as Debbie has said, since 2013 or
16 '15 that these things can happen, as if a company like this
17 would not know that already, just sitting around thinking,
18 what can we do? Because we do go and tell the whole world
19 that you're safe here. And so what can we do to make sure
20 that the guests are, in fact, safe there?

21 And my supposition and my belief at this point is is they
22 do absolutely nothing. They make more money by having people
23 sign up as easily as possible. In order to sign up -- I've
24 used this as an analogy when I'm explaining this to people.

25 If a young man had next-door neighbors that were college

1 professors and they were to go on sabbatical to New Zealand
2 for the summer and he was cutting their grass and had keys to
3 the garage apartment in the house, he could sign up as a host,
4 give a birth date, give an email. He could go create a Gmail
5 or a Hotmail or whatever.

6 That's pretty much all that would be required for him to
7 be registered as a host. See, we were misunderstanding that
8 you to actually apply to be a host, but apparently, all you do
9 is register.

10 And so they claim to do these background checks and
11 things, but they don't. They don't even confirm, Your Honor.
12 if that young boy -- just like they didn't in this case with
13 Katherine Thomas.

14 They never reached out to Katherine Thomas and said, hey,
15 you're renting out four different properties on our platform.
16 Do you own these properties? The answer would have been no.
17 Are you a licensed real estate broker in South Carolina? Are
18 you a licensed property manager? No. Do you work for a
19 company that is a licensed property manager in South Carolina?
20 No. Do you have a contract with the owner of these properties
21 that we could put on file to show that we, in fact, have a
22 legitimate, informed basis for taking random people off of the
23 internet and sending them to these properties in Aiken County?
24 No. They don't even ask.

25 And so their CEO is on record saying we're verifying all

1 these listings, but yet the Vicki Ballagh girl that I deposed
2 a month or so ago can't even tell me, and she's an Airbnb
3 user. She works there. She doesn't even know what, if
4 anything, they do to be consistent with the promises that they
5 make to the public of keeping things safe.

6 And that's why, you know -- I think I'm belaboring the
7 point, Your Honor. These topics, these 30(b)(6) topics have
8 already been approved. And we want to have a productive
9 30(b)(6) deposition or a more productive 30(b)(6) deposition.

10 And I'm sure we won't like some of the answers that we
11 get, but we'll actually be getting real answers that are
12 consistent with a mud tire grabbing traction in the mud to get
13 the truck unstuck so that we can go somewhere. And thus far
14 we haven't been able to do that, but that's why we need all of
15 this information. And again, their response has been just
16 blanket objections. You're not entitled to anything.

17 And what is the concern and a possibility is that within
18 the company, they elevate these things to global crisis
19 management. She said she gets like a hundred things a week,
20 but yet everything's directed by legal. I couldn't wrap my
21 head around that, Your Honor. And if she gets a hundred
22 things a week and they have 35,000 complaints or tickets about
23 recording, that's a big gap.

24 And so we just got to get the documents, Your Honor, so
25 that we can find out what's really going on, who knows what,

1 who do we need to call as a witness. And then what further
2 discovery do we need to take on the steps of once you knew
3 this was a risk, what, if anything, business-wise did you do
4 about it? Because we know what you said you were doing about
5 it, but did you even do any of that? And as near as we can
6 tell, the answer again is no.

7 MS. TAYLOR: Your Honor, may I be heard on this?

8 THE COURT: Thank you.

9 MS. TAYLOR: That was a lot, so I'll deal with one motion
10 at a time. So let's deal with the requests 45 to 48. And
11 just by way of table setting here, just so the Court knows,
12 what they're asking for, it's two categories of information.

13 First, personally identifying information about every
14 individual who has ever listed property on Airbnb's platform
15 from December 2013 through the present, who has ever been
16 convicted of any of 82 different crimes: Bail jumping,
17 blackmail, and if you, you know, did something in Guadalajara
18 that has nothing to do with hidden cameras, right? That's the
19 first category of information.

20 The second category of information they're asking for is
21 contact information for all other unrelated guests who stayed
22 at any one of the properties for Defendant Katherine Thomas,
23 listed on Airbnb's platform over multiple years. So I'll deal
24 with the second category first, but the law is the same as the
25 book.

1 And the law in South Carolina, the Supreme Court of South
2 Carolina has said in the *Homan* case, that contacting
3 nonparties is an invasion of privacy. The privacy law is very
4 clear, and I didn't hear counsel specifically address that
5 because it's not helpful for them.

6 So on the second category, just so the Court knows, they
7 have the names of everyone associated with the reservation
8 code. They already have the names. What they want is contact
9 information. They want to do exactly what *Homan* said you
10 can't do, which is reach out and fish for clients and dig
11 around and contact people who have nothing to do with this
12 case.

13 On the second category, they've gone even broader. They
14 want criminal history information about all sorts of crimes
15 having nothing to do with this case, never could have anything
16 to with this case, and they want to reach out to those people,
17 too, or use those people as, you know, part of this proceeding
18 somehow when there's no basis, no showing of relevance.

19 Now, that's concerning for a couple of reasons. One,
20 because it violates the law. It violates clear privacy law
21 under South Carolina -- under the South Carolina Supreme
22 Court.

23 And it's also concerning because Mr. Few just said, you
24 know, all we have to do here is designate it confidential,
25 which is interesting because thus far in this litigation, they

1 have taken the position that not a single scintilla of
2 information at all is confidential despite Judge Keesley's
3 express order to the contrary.

4 So that gives us no comfort. The idea that we could just
5 designate things confidential, and I'm concerned that they're
6 inviting the Court to violate clear South Carolina law. So
7 that's our position on that motion with respect to 45 to 48.

8 Mr. Few just went on and on and on and has been for a
9 while about the Vicki Ballagh deposition. And I feel
10 compelled to address it just because he keeps bringing it up.

11 So Your Honor, we told counsel very clearly, hey, GCM,
12 the global crisis management team, has only ever dealt with
13 one hidden camera matter. This is -- you're barking up the
14 wrong tree.

15 And this is why we've been trying to meet and compel
16 here -- I mean, and confer here because they keep noticing
17 people that are just wrong. And we're like, talk to us, talk
18 to us, let's figure out what you need. They insisted on
19 deposing her, and lo and behold, there was only one hidden
20 camera matter that GCM had ever been involved with.

21 Again, they don't like the answers that they get, but the
22 idea that Airbnb is not being responsive and not engaging is
23 just not true. They have been noticing the wrong people and
24 refusing to meet and confer with us. We've finally gotten
25 traction on that, and I think we'll get to a good place. But

1 it just concerns me that that representation keeps swirling
2 around for this Court because that's not precisely the way
3 things went.

4 And so I'll stop talking on that motion, and if the Court
5 has any questions, we can answer them.

6 THE COURT: Now, let's go on to the other one, the 16
7 through 44.

8 MS. TAYLOR: Yes. And I think that was part of what Mr.
9 Few addressed. He was -- I don't want to invite him to talk
10 again, so I think he's already spoken to that.

11 THE COURT: He has.

12 MS. TAYLOR: On 16 through 44, one of the key issues
13 there is what they refer to as 35,000 tickets. Right? And so
14 we are -- we've addressed in our motion why that is an
15 incredibly burdensome and kind of problematic ask on their
16 behalf. And I won't address the confidentiality thing again.
17 Just designating things as confidential does not give us the
18 comfort that we would need in this case.

19 For the 35,000 tickets, the 30(b)(6) opponent was very
20 clear, and again, whether or not they like it, hidden camera
21 cases is not -- it's not like there's a button that can be
22 pressed where cases are designated hidden camera, right?

23 So what we've done is we have gone and figured out that
24 there are 35,000 customer service tickets -- and that's a term
25 of art here -- associated with a broad -- broadly with

1 surveillance devices. And that means everything that could
2 record audio or video at all, any sound, any video recording.
3 So your Ring doorbell, your baby monitors, your everything.

4 So everything falls within this broad 35,000-ticket
5 category. Within -- including incredibly personal
6 information, as you can imagine, when you're talking about
7 things that can record video or sound; having nothing to do
8 with hidden cameras. And so within each ticket, you can have
9 a number of communications between a user and customer
10 service. So that is an incredibly onerous undertaking for
11 Airbnb to perform.

12 So what we did and the compromise position that we have
13 laid out in our briefing is we have figured out which of those
14 35,000 tickets correspond to hosts who have been removed from
15 the platform. And so we did that because the likelihood of
16 being removed from the platform is probably because you
17 violated an Airbnb policy, for example, having a hidden
18 camera.

19 So we tried to get to the heart of what it is that
20 they're looking for in a way that's actually reasonable and
21 feasible for the company to do that wouldn't take many, many,
22 many months and lots of man hours.

23 And so we've designated that number, and we've offered to
24 them, hey, we will look through this subset of tickets to see
25 which of them involve hidden cameras. We will make the

1 appropriate redaction so that we're not giving you third party
2 private contact information, and we will produce that to you.
3 They're saying no.

4 I believe it's a reasonable position. It's the only
5 position that will get them the information in any kind of
6 reasonable time period that does not require us to turn over
7 lots of private confidential information about people having
8 nothing to do with this case.

9 We hope that the Court agrees with that position, but
10 that's our position with respect to the 35,000 tickets that I
11 think is the most important category under that motion.

12 MR. FEW: Your Honor, if I may, we do not agree that 16
13 to 44 conflates to or equivocates with the 35,000 tickets. We
14 had a conference with them yesterday. And they proceeded to
15 tell us how burdensome it was going to be to go through the
16 35,000 tickets, and we were hearing a lot of, well, this is
17 what I understand.

18 And so frankly, I was of the belief that they don't
19 really know what it would involve because they have not taken
20 a handful of them themselves to actually determine what the
21 procedure and the method would be for doing it.

22 And we said would you please give us an example of, you
23 know, 10 or 12 of these things so that we can understand what
24 you're talking about because we want to understand what you're
25 talking about, and they were unable to do that. And then the

1 call just devolved into we're not going to talk anymore.

2 And so Your Honor, they just need to answer each one of
3 these requests. I mean, there's no way that every one of 16
4 through 44 is legitimately a 100 percent objectionable. And
5 if they wanted to talk about some and narrow the scope, we can
6 do that. We'd be more than happy to do that.

7 But it's really, frankly, Your Honor, it's too late for
8 that because they have not sought to do that. They've
9 answered the discovery, they've called our bluff, and they've
10 not reached out to us to say, hey, let's work through these
11 things because we can give you this.

12 And as Debbie told them yesterday, we'll take the burden
13 of going through the 35,000, you know, just, you know, that
14 eliminates the burden. They've already pulled the 35,000
15 aside. We'll do the work, but we have to have something to
16 work from. At this point, we have virtually nothing to work
17 from.

18 And so, Your Honor, just take issue completely with the
19 categorization that we're only talking about 35,000 tickets
20 because we're not. We're talking about simple things, like
21 things that are in our complaint, like you have documents and
22 things that are not privileged that relate to the filing of
23 these other lawsuits. What did you do about them?

24 I mean, we don't have to -- we're not asking to get into
25 the general counsel's office and read privileged memos, but

1 they have unprivileged documents about these things.

2 The lawsuits that they were served with, they could give
3 us the pleadings, but they just don't want to do it. And
4 if -- and you know trust. Trust is the word, right? Well,
5 they don't trust us, and we don't trust them.

6 So what we need is the documents. We will do the work to
7 figure out which of the documents are relevant. We do not
8 agree that Airbnb, in-house lawyers, O'Melveny & Myers
9 lawyers, whoever else, gets to make the decisions about what
10 is and is not relevant at least in terms -- because they may
11 not think something's relevant, but we do.

12 I mean there, there obviously has to be a defined scope,
13 but that's what we're seeking. We've already gone through
14 what's relevant with Judge Keesley. And so in order to have a
15 productive 30(b)(6) deposition, which would address the
16 concern that I stated earlier that I was not -- didn't think
17 that to be a promising.

18 But if we get a real response to these requests, then we
19 can have questions to ask those witnesses about what, in fact,
20 the company has done on these subjects. And there's a lot
21 more to these subjects than 35,000 tickets that the 30(b)(6)
22 witness testified about.

23 And Debbie could probably explain what the 35,000 tickets
24 are. At this point, I think all that that I know is that
25 there's a category of 35,000 of something that they have set

1 aside that may be relevant, but if that's all we get, if we
2 have to do the work, we're willing to do the work.

3 MR. ASHMORE: Judge, that --

4 MS. BARBIER: Your Honor, just briefly, Your Honor. I
5 just want to supplement what Mr. Few said because I did take
6 the Rule 30(b)(6) deposition. And the way that this issue
7 arose is one of the topics in the 30(b)(6) deposition is, you
8 know, other complaints of hidden cameras in Airbnb properties.

9 When we got to that topic, it's topic 18, the witness
10 said that she couldn't tell me how many complaints there were.
11 She hadn't reviewed any other complaints and that she could
12 tell me what she personally knew about, when she worked in the
13 safety department, and it was less than ten. Okay.

14 And so I said to her, you know, do you mean to tell me,
15 are you testifying under oath that Airbnb, an electronic
16 platform and a company that builds its name on being, you
17 know, web-based and sophisticated and electronic, cannot
18 (audio interference

19 amongst your complaints or your customer service tickets
20 to determine when hidden cameras were involved in a complaint.
21 And she would -- she refused. She dodged my question. That
22 was the question that spurred Judge Keesley's involvement.
23 Okay.

24 Judge Keesley got on the phone and said that's a proper
25 question, you need to answer it. After he ordered her to

1 answer it, she still didn't answer it.

2 She came back in January, and she said she had met with
3 an IT person and within an hour was able to determine that
4 there were approximately 35,000 complaints that were related
5 to surveillance devices, but she said that could be a Ring
6 doorbell. And I said, well, it could also be a hidden camera
7 in someone's shower, couldn't it? And she agreed, yes, that
8 could be that, too.

9 Now, 35,000 pages of documents -- I mean, Your Honor, as
10 you know and as we all know who are involved in litigation
11 with big companies, that is nothing. I can review 35,000
12 documents or pages or whatever it is in a couple of days. I
13 had to do -- I had to review 100,000 not long ago in a
14 privileged matter, and it was -- you know, it wasn't fun, but
15 I did it.

16 Airbnb's law firm has 700 lawyers. Okay. And they have
17 thousands of employees. And so I think that 35,000 documents
18 is nothing. It's nothing to me, then it must be nothing to
19 them. And we're happy to go through those customer services
20 tickets to determine whether or not they're relevant to our
21 case. But just to say that a multi-billion dollar company, to
22 say it's just too burdensome and that their 700-member law
23 firm can't do it is -- frankly, it's absurd. And it's just
24 another example of the stonewall tactics we've gotten.

25 You know, we're -- I'd hate to disagree with Ms. Taylor

1 because I know she's doing her job, but I don't think we're
2 making progress. I think that Airbnb's counsel wants you to
3 believe we're making progress. If we were making progress,
4 Your Honor, I promise you, we would not have wasted your
5 morning. We just wouldn't have. I -- we -- I wouldn't do
6 that to you. We're desperate because we have no documents and
7 we have no answers, and we have no -- you know, we can't even
8 get names of witnesses. So that's where we are with that. I
9 just wanted to speak to the burden. Thank you.

10 MR. ASHMORE: Just briefly, Your Honor. The -- so every
11 time we have a communication, it's a ticket. Okay. Like --
12 they like to call them complaints; those are tickets. I had a
13 nice time at Airbnb, that's a ticket. Had a terrible time
14 Airbnb, that's a ticket. Okay. So there are millions of
15 tickets out there.

16 What we were able to do within those tickets are
17 determine that there are 35,000 tickets related to
18 surveillance devices. That could be a hidden camera. Could
19 also be a Ring doorbell, a baby monitor, a left iPad, a left
20 cell phone, a left video camera, for instance. Now, there --
21 we -- so within that bucket of 35,000, we've determined that
22 3,000 people have been kicked off the Airbnb platform. And as
23 Ms. Taylor points out, that is more than likely because of a
24 violation of our terms in service, which could include hidden
25 cameras.

1 We just don't have a separate button to hit to say, hey,
2 these are all the hidden camera cases. We've got -- that
3 doesn't exist. Okay. We don't keep up with it that way. And
4 so, Your Honor, that being said, we're, again, more than happy
5 to provide that, within the 35,000, those 3,000 that had been
6 kicked off. As to the others, Judge, there are going to be
7 people that contacted Airbnb and essentially say, hey, you
8 know, I'm having an affair and I recorded my significant other
9 or my girlfriend or my boyfriend, and I forgot the camera, or
10 it's on my cell phone. And I -- who knows what privacy
11 concerns we would be invading with regard to those other
12 people.

13 And Judge, there's state and federal statutes that comply
14 here. And again, we've had really bad luck on confidentiality
15 orders in this case, Judge. And so, for those reasons, you
16 know, we think it's more than reasonable to -- for us to
17 produce the number of individuals that have been kicked off
18 under the surveillance device bucket.

19 MS. TAYLOR: If I may be heard, just briefly. I want to
20 correct just one more thing. So I've sat here for a long
21 time, just like you have, Your Honor, very patiently. I
22 appreciate that. But it sticks in my car a little bit because
23 lots of representations have been made to this Court about
24 what other judges have said, and I've been present for some of
25 this stuff. And so I want to correct a couple of things.

1 Mr. -- Ms. Barbier just referred to Judge Keesley, you know,
2 directing the witness that she needed to answer that and all
3 of that.

4 So opposing counsel, Ms. Barbier, called Judge Keesley, I
5 believe, within 45 minutes of the 30(b)(6) deposition. I
6 mean, I think she had the number on speed dial. Like, I mean,
7 they were threatening sanctions 20 minutes in. It was that
8 kind of thing, right. So she didn't even let the witness
9 answer before she started threatening her with sanctions. And
10 when we explained to Judge Keesley how the mechanism works,
11 right, like we just -- there is no capability to just say,
12 hid -- you know, hidden camera and have something spit out.
13 That's just not how the records are maintained within the
14 company. It just isn't.

15 Judge Keesley said, well, if you can't do it, you can't
16 do it. So -- all right -- which is -- I mean, that's the way
17 it is. The way records are maintained are the way they are
18 maintained. And so what we have here is the umbrella of
19 surveillance device policy, which includes a whole bunch of
20 stuff. And the idea that we're talking about 35,000 pages is
21 just not accurate. We're talking about 35,000 tickets. And
22 within a ticket could be two messages; it could be 20
23 messages, right. We're talking about -- right. We're talking
24 about voluminous information that is not easily exportable
25 from Airbnb. There's no way to just export this and put it

1 in, you know, in an easy format. So you have to go through
2 and review each ticket one-by-one-by-one because the way their
3 systems are maintained, it's not easy to just transfer it to a
4 file that's searchable. So you got to look through it.

5 And so -- you know, we are a 700 -- I don't know if we're
6 a 700-member law firm. I -- you know, I believe Ms. Barbier.
7 I have not checked, myself. But the idea of what's
8 burdensome, the fact that a law firm may have 700 people does
9 not make that request any less burdensome when a lot of what
10 you're going to be finding has nothing to do with the facts of
11 this case, with the allegations in this case. What we have
12 tried to do is a compromise position that's designed to get at
13 what plaintiffs want here, which is hidden camera --
14 complaints about hidden cameras. I assume that they don't
15 want complaints about Ring doorbells. I know they want to
16 make us work, but that's not really what this litigation is
17 about or what they're asking for.

18 And so we think our compromise position is reasonable.
19 Of course, redactions need to be made because we're talking
20 about third parties having nothing to do with this case. And
21 we're prepared -- we are going through those now. And we're
22 prepared to produce those. We'll do whatever the Court asks,
23 but we have done -- what we have done is designed to get at
24 what they want.

25 There are other requests in -- there are other issues in

1 16 through 44. I did not go through each of them because our
2 motion (indiscernible) -- I know that the Court is sick of
3 hearing from us. I can if you would like. We've teed up in
4 our briefing exactly what we have provided and what we have
5 not provided. We disagree with their position on all of this.
6 If the Court wants me to argue, I am prepared to go through
7 each one of them.

8 THE COURT: Well, no. And what I keep thinking is -- I
9 mean, I know that there's this compromise that's been offered.
10 But it hasn't been produced. So that leaves us right back at
11 the beginning. I know that there's been some initial
12 discussion about, I don't know, some specificity or some
13 compromise and all of that. And I'm wondering if -- y'all
14 tell me -- if this same 15 days that I'm giving you for
15 whatever the other motion was several hours ago will be
16 beneficial here too so it can whittle down what I actually
17 need to address without today going through one-by-one 16
18 through 44.

19 Because what I'm not going to do, as I sit here right
20 now, is really -- because there are so many of them, I'm just
21 not going to get into very much detail. I would rule based on
22 what's written there, you know, what the request is, and
23 whether it appears appropriate to me. 35,000 tickets does not
24 sound overly broad and unduly burdensome to me, considering
25 where we are in this corporate structure that things are

1 electronic. Maybe if we were talking about 35,000 separate
2 files in somebody's warehouse with paper documents in them,
3 that might be a different story. But this tech company that
4 has computerized records -- you know, if I can find stuff on a
5 Google search with different search terms or on Westlaw or
6 wherever with various search terms, I don't doubt that Airbnb
7 could do something similar. And of course, I don't know the
8 platform that's being used. I don't know that. And I don't
9 know what it would take to do that. But you either have to do
10 that or got to produce all of them, or something. I don't
11 know.

12 And so the compromise may be sufficient. I don't know.
13 But the compromise would need to be produced, and there has to be
14 a determination of its sufficiency. And I'm happy to allow
15 that to happen over the next 15 days so that maybe some
16 progress can be made. But I don't know if that'll be helpful.

17 MS. TAYLOR: Your Honor --

18 MS. BARBIER: Judge, let me tell you why the compromise
19 would -- doesn't -- is meaningless. They don't kick everybody
20 off the platform who's been caught using a hidden camera.
21 Okay. So why would I agree to accept the tickets only for
22 people they've kicked off the platform? I mean, they -- we
23 have already -- we already know that they have found that
24 people who have hidden cameras and they didn't kick them off
25 the platform. That would be -- I mean, they have people

1 all -- their criminal background policy check allows people
2 who have felonies and beyond to be hosts. And this is one of
3 the things that they don't want out there. So some of their
4 policies are so, you know, shocking that there's -- the
5 compromise won't work at all. I mean, that's just people
6 being kicked off.

7 THE COURT: Well -- and it may not, but the compromise is
8 a start. And the truth of the matter is, I'm going down this
9 road because even if, you know, the compromise gives you 10
10 percent of the information, the other 90 percent is
11 objectionable, the rules require you to produce that portion
12 which is not objectionable. So if the compromise is the part
13 that's not objectionable, you're required, under the rules, to
14 produce that anyway. I deal with what you don't agree with.

15 So I'm not saying that the compromise will resolve the
16 issue in its entirety, but it's a start. And it's -- what
17 they're offering is required to be produced no matter what.

18 MS. TAYLOR: Your Honor, may I speak to that? Yes, it
19 would be helpful to -- I -- 15 days is not enough time. For
20 better or worse, it's a proprietary platform, so it's not
21 keyword searchable. I wish it were. It would make my life a
22 whole lot easier.

23 I think 15 days is not enough. 30 days we could get that
24 done. We are beginning that -- we are -- sorry. We're
25 conducting that search at the -- that review as we speak. We

1 just need a little bit more time to do it.

2 MR. FEW: Your Honor --

3 THE COURT: Go ahead, Mr. Few.

4 MR. FEW: -- what I heard you saying is you wanted to put
5 us in the position that we should have been with them giving
6 us what they admit that they should have given us, which they
7 have not done. And this is not a question of what you can't
8 do; this is a question of what you won't do. And so, Your
9 Honor, with that in mind, I would just respectfully request
10 that the Court grant the motion -- the request for production.
11 This does not require witnesses. They can have 30 days to
12 give us the documents, but all of these topics are relevant.
13 They've already been signed off on by the judge, by Judge
14 Keesley, in hotly contested -- I don't know that I'll ever
15 spend -- or anybody'll spend that much time arguing over a
16 30(b)(6) deposition we started trying to take over a year ago
17 with the first set of lawyers. And so I just think that that
18 is the only way to address it because, as Your Honor has said,
19 and as we know, they're only going to give us what they want
20 to give us anyway. And then if we find it to be insufficient,
21 then we come back to the Court. But given the position that
22 they've taken, we should not have to -- they don't get an
23 opportunity to come in now and say, well, how about we
24 compromise and do what we agree to do.

25 No, Airbnb and its lawyers do not define the scope of

1 discovery unless it's by consent. The Court does. And they
2 made us file these motions -- these motions have been pending
3 for a long time on known topics, and the topics are narrowly
4 tailored. They just need to give us the production, all of
5 it, because we will definitely be back here again if we get
6 their compromise.

7 Now, I wish I had their compromise prior to this hearing
8 because then I would be able to talk to Your Honor about, look
9 at this document; it shows that they had these others but --
10 so I just think that that's the only fair result, Your Honor,
11 particularly on these requests for production, is that they be
12 ordered to give us a complete response to all of the things
13 and not push us to use all this court time and then come along
14 and say, well, now we've figured out what -- and you just
15 heard, they haven't even done it.

16 MS. TAYLOR: That's not true.

17 MR. FEW: They have not even done it.

18 MS. TAYLOR: Well, Judge, that's not true. If I may?
19 Part of the problem here is that plaintiffs have refused to
20 meet and confer with us for months. So the idea that this --
21 that the court intervention was the only recourse is just no
22 true. They are not just learning about the compromise
23 position. And so unfortunately, it would take months for us
24 to go through all 35,000 tickets. That's part of the reason
25 why we suggested this compromise. We can get the compromise

1 done within 30 days, but it's -- it is an onerous process, and
2 that's frustrating for me too. But it is what it is, as they
3 say -- as the kids say.

4 And so the idea that we have been stalling and the court
5 intervention is the only recourse here is just not true. We
6 have tried to meet and confer with plaintiffs for so very long
7 now, with them refusing.

8 MS. BARBIER: Judge, I have a question for the Court. I
9 know I'm not going to speak directly to Airbnb's counsel. But
10 if they don't have the ability to electronically search for
11 things, how in the world do they have the ability to identify
12 documents that were -- where someone involving these customer
13 service tickets were kicked out or taken off the platform?

14 I mean, all --

15 THE COURT: It appears inconsistent to me too.

16 MS. BARBIER: It's very inconsistent.

17 THE COURT: Um-hum.

18 MS. BARBIER: And if it's going to take them months to go
19 through 35,000 customer service tickets, Mr. Few and I, Mr.
20 Beasley (phonetic), are very capable of doing it, probably,
21 within a week. And we're happy to do that.

22 THE COURT: Well, (indiscernible) 30 days. If I order 30
23 days, the condense the many months down to 30 days somehow
24 too. I mean, will it take months or will it take 30 days?
25 I'm not sure.

1 MS. TAYLOR: So 30 days for the subset. So I'm sorry,
2 Your Honor, if I was not clear. So the compromise position,
3 that will take 30 days. You can order us to do it sooner, and
4 we will do our -- we will do our very, very best. But for the
5 full 35,000 tickets, that would take months.

6 MS. BARBIER: But Judge, how are they already divided if
7 they haven't reviewed them?

8 MS. TAYLOR: Because it is easy to search -- it is easy
9 to see which of those hosts are no longer hosts on the
10 platform. We don't have to search the individual substance of
11 the communications to see which hosts are no longer on the
12 platform.

13 THE COURT: But you also know which (indiscernible) --

14 MR. FEW: That's one --

15 THE COURT: -- surveillance of any sort.

16 MR. FEW: That's one -- I'm --

17 THE COURT: You've narrowed down the 35 -- yeah,
18 surveillance. So you searched something.

19 MS. TAYLOR: All -- the way these things are -- they're
20 called tags. The way these things are tagged when they come
21 in, they're tagged by surveillance devices. So when a
22 customer service ticket is made, it's given a tag. And the
23 broader tag is for surveillance devices. It doesn't go more
24 specific beyond that.

25 And so we have the broad surveillance device tagging. We

1 can get that without doing searches of the content. The
2 question is, now, searching within that broader category to
3 see what the actual complaint was about.

4 MS. BARBIER: So they've had two years to produce this
5 information. And I think they shouldn't need another 30 days.

6 THE COURT: Well -- and so that's sort of the problem. I
7 don't know about two years because I -- you know, I don't
8 know -- that's the initiation of the lawsuit. But these
9 requests for production, 16 through 44, were served in June of
10 last year, and you had a duty -- June 7th -- so by July 7th,
11 you should have produced -- whatever you're saying you'll
12 produce now should have been produced then because you have a
13 duty to produce that which is not objectionable. And then you
14 bring to the Court the disputed portion.

15 So since you should have done that by July 7th -- they
16 were served on June 7th -- what's today? April. I mean, it's
17 already been ten months for you to do something which you
18 required to do in 30 days. And now you want another 30 days;
19 that's 11 months. And that's, you know, 11 times longer than
20 you're supposed to have to begin with. And that's just for a
21 portion of it. So what am I to do with that?

22 MS. TAYLOR: Again, I think our compromise position is
23 reasonable, and we will get through those tickets as quickly
24 as you order us to.

25 THE COURT: Well, why wasn't that produced by July 7th?

1 That portion of information which you're now saying you can
2 be -- you can produce in 30 days. They should have had that
3 by July 7th of last year.

4 MS. TAYLOR: So just to be clear, I -- we -- this is not
5 an admission that these are responsive materials. We're
6 talking about a search -- like, a search that we conducted
7 following the deposition after learning what it is that they
8 wanted because they made these broad requests. They refused
9 to meet and confer about it. At the deposition of the
10 30(b)(6) witness, they clarified a little bit more because
11 they were asking her all these questions. And we endeavor to
12 then, with more specificity, try to determine what we could
13 find. Their request was incredibly broad.

14 THE COURT: Okay. Did you file a motion for a protective
15 order in that 30-day timeframe to project -- protect you from
16 the requirements to respond to those discovery requests?

17 MS. TAYLOR: And Your Honor, again -- just again, for the
18 record. Plaintiff here admitted that she never contacted
19 customer service. So I mean, we had valid objections to these
20 requests.

21 THE COURT: What I want is an answer to my question.

22 MS. TAYLOR: I --

23 THE COURT: Was there a motion for a protective order
24 filed, as required by the rules?

25 MS. TAYLOR: We objected, Your Honor, and there was

1 motion practice over these requests.

2 THE COURT: Was there a motion for protective order by
3 (indiscernible) --

4 MS. TAYLOR: I don't believe --

5 THE COURT: Is this how Airbnb answers questions?
6 Because I would understand the frustration in the deposition.

7 MS. TAYLOR: I apologize. I'm trying to check while
8 we're asking, which is why. I don't believe we filed a motion
9 for protective order; we just objected. I'm trying to talk to
10 my associates as we speak just to make sure. But we just
11 objected; we did not file a motion for protective order. I
12 apologize, Your Honor.

13 THE COURT: Got you. I mean, I'm inclined to just grant
14 both of these motions. And let me just say, to the extent
15 that there's some lack of trust of plaintiffs' counsel, that
16 they'll exceed the scope of the confidentiality order, that's
17 another matter for another time. I don't think that that
18 relieves you of your duty under the rules to produce certain
19 information because you're scared about what you're going to
20 do with it. They're under an order to -- you know, to handle
21 that information in a very specific way. To the extent that
22 they exceed the scope of that order, you know, there are
23 motions for sanctions, the Court has contempt power, et
24 cetera, et cetera.

25 I'm not going to presume on the front end that they will

1 violate a court order and therefore they don't get the
2 information. That would make the order really a nullity
3 because why is it even in place if we can't rely on counsel to
4 adhere to their duties. Let us -- you know, maybe it won't be
5 a surprise to you, but let them surprise me with the violation
6 of the order -- or whatever judge there is.

7 Really, I'm inclined to grant both motions. And I will
8 give you 60 days to fully respond to the request for
9 production delineated in both motions, which then gets you
10 right at about a year that you had to compile the information.
11 I mean, you had to have compiled it somehow in some way to
12 even know that it's objectionable, or you'd have to have seen
13 it, reviewed it. It should be ripe for production.
14 Otherwise, you're just making a blanket objection without
15 knowing the substance of what you're dealing with, because
16 this isn't how this is supposed to work.

17 Frankly, this case should have been on a trial roster
18 more than a year ago, probably. And we're still talking about
19 discovery and 60 more days to produce some discovery
20 information. And I think that's not what is contemplated by
21 the rules, certainly not the rule that requires -- that allows
22 cases to be placed upon a trial roster one year from the date
23 of filing. We don't anticipate that two years later we're
24 still involved in discovery disputes.

25 So that's my ruling on those, 60 days to produce all of

1 that information.

2 MS. TAYLOR: Does that (indiscernible) request for
3 production?

4 THE COURT: Say that again.

5 MS. TAYLOR: Does that apply to the motion about the
6 privacy in -- the private information, contact information,
7 for other users and criminal history information for
8 individuals having nothing to do with this case?

9 THE COURT: Yes.

10 MS. TAYLOR: Yes? Okay.

11 THE COURT: It does. Yes. Whether that's admissible at
12 trial or, you know -- that's another matter for another day.
13 But certainly seems to be reasonably calculated to be -- to
14 potentially lead to the discovery of relevant or admissible
15 evidence that relates to the claims in this case.

16 Also let me suggest that y'all seek complex case
17 designation. That doesn't have anything to do with me here
18 today, but it sounds like a case that needs that. One judge
19 handling everything, you know, all the motions. You don't
20 have to wait for the clerk of court to schedule motions
21 hearings. You can contact the judge directly and send them in
22 whenever. That judge probably won't be me because I'm not a
23 Second Circuit judge and this is not an adjacent circuit. So
24 that's just a suggestions. It just -- it -- yeah, it screams
25 to me as one of those cases that would benefit from complex

1 case designation.

2 MR. ASHMORE: And we thought you were volunteering, Your
3 Honor.

4 THE COURT: Not at all. I've got plenty here in Richland
5 County. So that takes care of that. And now I need to go for
6 real because I've moved my 1 o'clock lunchtime appointment to
7 a 2 o'clock appointment. But I think I've addressed
8 everything.

9 MS. BARBIER: Thank you, Your Honor.

10 MR. ASHMORE: Thank you for your time, Judge.

11 MS. TAYLOR: Thank you, Your Honor.

12 THE COURT: Thank you.

13 MR. ASHMORE: Okay.

14 THE COURT: Thank you all.

15 MR. FEW: Got you. Thanks so much.

16 THE COURT: Have a good day.

17 MS. TAYLOR: You too.

18 (Thereupon, the proceedings were concluded)

19 (End of Transcript of Record)

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24

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1 State of South Carolina) Court of Common Pleas
 2 County of Aiken) Second Judicial Circuit
 3
 4 Julianne Foster,) Transcript of Record
 5)
 6 Plaintiff,)
 7)
 8 vs.) 2021-CP-02-00889
 9)
 10 Rhett Riviere, et al.,)
 11)
 12 Defendants.)

June 13, 2023
 Via WebEx Videoconferencing

B E F O R E:

The Honorable J. Cordell Maddox, Jr., Judge

A P P E A R A N C E S:

Deborah B. Barbier, Esquire
 Ryan L. Beasley, Esquire
 Wesley D. Few, Esquire
 On behalf of the Plaintiff

Matthew A. Abee, Esquire
 Beattie B. Ashmore, Esquire
 C. Mitchell Brown, Esquire
 Richard A. Harpootlian, Esquire
 On behalf of Airbnb, Inc.

Damon C. Wlodarczyk, Esquire
 On behalf of Katherine A. Thomas

James M. Griffin, Esquire
 Joseph M. McCulloch, Jr., Esquire
 On behalf of Chase Enterprises of South Carolina, LLC,
 and Rhett Riviere

Stacy S. Johnson, RPR
 Circuit Court Reporter

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Certificate of Reporter

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E X H I B I T S

NO EXHIBITS WERE INTRODUCED

1 (The following proceedings were held June 13, 2023,
2 beginning at 10:08 AM.)

3 THE COURT: Okay. Well, let's get -- I know some
4 of you-all probably have other things to do rather than
5 argue a Zoom motion in Aiken. I've looked through all of
6 this and read everything. It seems to me the -- unless
7 you have some real different opinion that the arbitration
8 issue needs to be addressed first. That might take care
9 of a lot of things.

10 So you-all agree with that?

11 MR. McCULLOCH: Yes, sir.

12 THE COURT: Okay. All right. Good to see all of
13 you.

14 MR. HARPOOTLIAN: Good to see you.

15 Your Honor, Dick Harpootlian for the defendant
16 Airbnb. I'm just going to make some introductory
17 remarks and then Mitch Brown and/or Beattie will take
18 over.

19 This case began as a lawsuit by a woman who's
20 videotaped by Mr. Griffin's client in her room at a -- a
21 house or cabin where Mr. Griffin's client had apparently
22 videotaped a bunch of different folks over the years in
23 various states of undress or other poses. The --
24 Mr. Griffin's client has been charged criminally. He
25 also has apparently settled this case with the -- the

1 plaintiff we hear for a substantial amount of money,
2 seven figures, so that piece is over.

3 What's left is a lawsuit by the plaintiff --

4 UNIDENTIFIED MALE: What's his name?

5 UNIDENTIFIED FEMALE: Cordell.

6 UNIDENTIFIED MALE: What's his first name?

7 UNIDENTIFIED FEMALE: Cordell Maddox.

8 THE COURT: Yeah. Who's saying that?

9 MR. HARPOOTLIAN: I don't hear anybody. I don't
10 see anybody, but --

11 THE COURT: When you hear someone say Cordell
12 Maddox, it -- I mean, it's my birthday tomorrow and my
13 mother used to call me at 8:30 tomorrow morning and tell
14 me that I was killing her every year for 53 years, but is
15 anybody trying to get me personally or is this something
16 weirder?

17 Look, I ain't holding no -- no video ghost I'm
18 telling you right now. I'm not doing that. I mean, I
19 notice how slick this defendant has become Mr. Griffin's
20 client all of a sudden. I mean, that just seems to be a
21 little bit of a smear job, but go ahead.

22 All right. I assume somebody was just confirming
23 that my name was Cordell Maddox. It is.

24 Okay. Go ahead.

25 MR. HARPOOTLIAN: Well, Your Honor, we all

1 stipulate that you are, in fact, Cordell Maddox, but
2 the disagreement here is whether or not an arbitration
3 provision in the contract is applicable to the -- the
4 plaintiff and, of course, you can hear Mr. Brown in much
5 more detail on this, but we believe since they've filed
6 an amended complaint with twelve new causes of action,
7 dozens and dozens of new paragraphs, many of which refer
8 back to, which they did not do in their first complaint,
9 to the online contract that folks enter into when they
10 either book a -- book a place or offer a place to be
11 booked.

12 So we think this is relatively, you know, a new
13 suit in effect and so we can assert arbitration and,
14 again, there's all kinds of great caselaw that says we
15 can do this, and I think that -- that -- that once you
16 hear Mr. Brown and -- and Beattie walk through some of
17 this stuff you're gonna determine that this case should
18 not be consuming the resources of -- of common pleas,
19 but, in fact, should go to an arbitrator and get it
20 resolved in relatively short order.

21 I will say this; that -- that this case has now been
22 turned into a national case based on the way they've pled
23 it and the discovery they're seeking. That was not the
24 initial case and -- and so with having said that, let me
25 turn this over to Mitch Brown.

1 THE COURT: Okay.

2 Okay, Mitch. Go ahead.

3 MR. BROWN: May it please the Court, Judge? So we
4 are -- we are, as Mr. Harpootlian said, we're moving to
5 compel arbitration. He and I got involved in this case
6 at a stage not long after the amended complaint was
7 filed. A motion to dismiss had been made, had been
8 orally but not -- not formally ruled upon by Judge
9 Newman. We got involved in it and we looked and said
10 to Judge Newman, number one, you're -- you're ordering
11 some discovery here with all due respect that our State
12 Supreme Court has said is out of bounds because of
13 nonparty privacy interest. And, number two, we told her
14 we're gonna -- we're moving for arbitration -- to compel
15 arbitration right now and in the previously filed answer
16 the -- Airbnb specifically reserved its rights to compel
17 arbitration.

18 Now the question is going to be the other side has
19 -- has principally talked about waiver, they've talked
20 about some other things that I can address, but they've
21 -- but to start with I do think it's important to know
22 that the U.S. Supreme Court came out with a case called
23 Sundance in which they said that the prejudice component
24 that is out there in Federal caselaw and in -- it happens
25 to be also in South Carolina caselaw when you're looking

1 at waiver questions is not to be considered. You're
2 supposed to just use the old-timey did you knowingly
3 relinquish a known right waiver test. That's what they
4 said, okay? We still have the arbitration scope should
5 be favorable in terms of arbitration and we still have
6 -- so we still have that in terms of scope and what the
7 arbitration provision covers versus what it doesn't.
8 It's supposed to be favorable in -- in support of
9 arbitration in that regard.

10 So when you look at waiver, there -- there are few
11 facts here that are important, and I won't belabor them,
12 but, number one, in the terms and conditions, Judge,
13 there is a specific nonwaiver provision in there, okay,
14 that says if we're not enforcing this on a particular
15 occasion that doesn't mean we're not -- that we're
16 waiving anything. So they're specifically saying we're
17 not waiving things by nonenforcement.

18 Number 2, there's a -- as I mentioned in the
19 pleading, the -- Airbnb in their original pleading and
20 in their second pleading to the amended complaint
21 specifically raised arbitration and stated they were
22 not waiving arbitration.

23 So in -- and then Number 3, as Mr. Harpootlian
24 mentioned, we now have a new lawsuit that's kind of
25 restarted everything with a massive number of -- I think

1 there's five actually new causes of action, not twelve,
2 but -- but there are a lot, and there's tons of other
3 paragraphs in there many of which quote from policies or
4 standards of Airbnb that are incorporated into the terms
5 and service agreement and the plaintiff is specifically
6 and expressly relying upon those terms and pointing at
7 those terms in bringing these new claims, including
8 unfair trade practices, okay?

9 The -- the reason all of that is important is
10 because there are some cases cited in our -- in our
11 papers. One is called Haarslev versus Nissen from 2023,
12 not a South Carolina case, Your Honor, but -- but it's
13 in our papers -- in our reply papers.

14 THE COURT: Right.

15 MR. BROWN: There's another one called Solis that's
16 from 2022, also not South Carolina, but it's -- those are
17 two district court cases, Your Honor, where the courts
18 are saying look, when you bring a new complaint, that
19 restarts -- that basically restarts the case and if you
20 haven't waived arbitration, then, you know, go forward
21 with it. That's what we're doing.

22 And as I mentioned, in there first complaint they
23 didn't have all these quotes of Airbnb's policies, terms
24 and standards, all of which are incorporated in the terms
25 of service, they didn't have that in there, now they do,

1 and we've specifically not waived -- and I'd like to draw
2 the Court's attention to a quick analogy. I was talking
3 this with Dick the other day. You know, every day in
4 America millions of times there are lenders, there are
5 landlords that say, you know, payment is -- is late and
6 I've got a right to foreclose on you or a right to do
7 this or that to you, but, you know what, I'm not waiving
8 my rights, but I'm gonna take your payment, okay? The
9 Supreme Court has said now -- the U.S. Supreme Court
10 has said we're supposed to treat waiver of arbitration
11 exactly like we treat waiver of everything else and here
12 Airbnb specifically stated we are not waiving arbitration
13 repeatedly. They made their amended complaint, we moved
14 to compel the arbitration, which we specifically did not
15 waive, and I would argue it's analogous to those, you
16 know, very common situations that people find themselves
17 in all the time where there's no waiver of a contract
18 right just by virtue of -- of something that's happened.

19 The -- the arguments that they make, Your Honor,
20 against us are on this, first, they say that we didn't
21 prove that Mrs. Jain, who is the friend of -- of the
22 plaintiff, J-A-I-N, that she agreed to the particular
23 terms of service, okay? That's one of their arguments
24 that they make. We didn't think, number one, that that
25 was even a contested fact because in their amended

1 complaint they reference Mrs. Jain's lawsuit in which
2 Mrs. Jain in Paragraph 13 of her lawsuit says that
3 she booked through Airbnb and Airbnb hosted the house
4 and when you do that you are accepting the terms and
5 conditions of the Airbnb platform and online services.

6 Number 2, for months and months plaintiff has had
7 evidence that was produced regarding the fact that
8 everybody knew this was an Airbnb case, everybody knew
9 this was an Airbnb house and Mrs. Jain signed up and
10 clicked on the online documentation to become a -- a
11 guest and, therefore, the terms of service apply.

12 Their second argument is that well, plaintiff is a
13 non-signatory and our argument there as you might guess,
14 is direct benefits estoppel. Plaintiff is repeatedly,
15 and I'm trying to -- I wish I had it handy with me, but
16 I counted -- I mean, I'll give you a quick rundown,
17 these are paragraphs in their complaint that -- that
18 quote parts of standards or terms or policies in the
19 Airbnb. Number 4, 12, 32, 59, 60, 61, 70, 71, 72, 73,
20 and then it keeps on going. They're quoting the very
21 terms in their lawsuit that they're now saying we don't
22 want to be bound by the arbitration part of those terms,
23 we just want to benefit and bring a lawsuit based on
24 these terms. That is exactly what direct benefits
25 estoppel is all about and you -- and you can't do.

1 There's a case that I handled part of called --
2 Wilson versus Willis I think is the -- I think is the
3 State Supreme Court's latest and greatest on this direct
4 benefits estoppel and in that case the Court said look,
5 it's not a but for test. You can't just simply say but
6 for a contract I wouldn't be sued. That's not good
7 enough. You have to -- the plaintiff has to be pointing
8 at parts of the contract and relying on that. Well,
9 that's what they're doing here numerous, numerous times
10 and, therefore, the Willis -- the Wilson versus Willis
11 case is completely distinguishable and this is right on
12 point as a direct benefits estoppel case.

13 And I think, Your Honor, that might be the sum total
14 of the -- ostensibly what we're talking about here. We
15 have made a motion, Your Honor, that is linked to this
16 motion, which is just a common sense type thing, where
17 we say, Judge Maddox, while you're -- while you're
18 considering whether to compel arbitration, please, you
19 know, don't allow other judicial proceedings to go on,
20 so we're asking for a limited stay there while you're
21 considering this because you're kind of putting the
22 cart before the horse if you just allow all this other
23 judicial stuff to go on while you're considering whether
24 any of it should be going on, so we have made that motion
25 too and I just mention that one briefly. That's kind

1 of --

2 THE COURT: Well, just for practical matters, the
3 fact that there may be a -- multistate additional cases
4 involved, I mean, are you eventually moving toward a
5 class or are these separate actions?

6 And that's not -- not anything that really -- I'm
7 just kind of curious.

8 Does anybody know?

9 MR. BROWN: Your Honor, I don't know what their
10 intentions are, but I think -- and I don't believe that's
11 been brought up yet, but I believe that that would be
12 blocked by the terms of service also, but --

13 THE COURT: Okay.

14 MR. BROWN: -- but I'm not -- I'm not saying that
15 definitively because I haven't looked at that issue
16 closely enough.

17 THE COURT: But you might have -- you might have
18 some cases moving forward because I don't know which
19 states you're -- but I do know that arbitration laws in
20 each state are different, so you may have some moving
21 forward.

22 MR. BROWN: You're right, Your Honor, they are
23 different, but what we have here is, as Mr. Harpootlian
24 was going through there, we have a single incident
25 involving this -- this lady who is trying to essentially

1 create an unfair trade practices case and a punitive
2 damages case or -- you know, it's got to be one or the
3 other, treble damages or punitive damages, and pointing
4 to all kinds of other events and other places as evidence,
5 so she's wanting to expand the scope of her case to make
6 it not just about her, but about lots of other conduct
7 involving Airbnb. That's what she's really trying to do
8 here. She hasn't tried to make a motion for class
9 certification that I'm aware of or anything like that.

10 THE COURT: Okay. Yeah, I'm just curious. Okay.

11 MR. HARPOOTLIAN: Your Honor, also if Mitch is
12 done, Mr. Griffin made a motion to compel arbitration.

13 MR. BROWN: That's right. And I did -- I did leave
14 that out, Your Honor, and I apologize.

15 Good -- good call, Dick, on that.

16 I'll let Mr. Griffin. He's more than capable of
17 speaking for himself, but the point there we would simply
18 make is a third-party claim was brought against him and
19 he's moving to compel arbitration as well, so, you have
20 multiple parties asking to compel arbitration.

21 THE COURT: I think he -- he left in shame. Oh,
22 there is he. Okay. Sorry. You know, they were -- they
23 were painting you with this awful action.

24 MR. GRIFFIN: Judge, you know, these -- these video
25 cameras make me very nervous. Very nervous.

1 THE COURT: Well, look -- look, I just assume in
2 every Airbnb. I just wave in the room. But, yeah,
3 anything you want to say to that?

4 MR. GRIFFIN: To -- to me, Your Honor?

5 THE COURT: Yeah.

6 MR. GRIFFIN: We -- we do have a separate motion.
7 We did settle with the plaintiff, it's a confidential
8 settlement, and we thought we were out of the case.
9 Airbnb then filed a third-party action to bring us back
10 in the case. They've alleged claims for indemnification
11 contractually and equitable indemnification and -- and
12 we dispute, frankly, Judge, and we're not admitting that
13 -- that our client, Mr. Riviere, had an agreement with
14 Airbnb, but nevertheless they're suing under the terms
15 of that agreement and so we have moved to compel
16 arbitration on Airbnb's third-party claim against us. I
17 don't think Airbnb opposes that motion, but -- so -- but
18 I can't speak for them, but that -- that is pending and
19 we do request that -- that the case either be stayed or
20 dismissed on the third-party claim and that -- and that
21 any claim by Airbnb be pursued under the terms of the
22 arbitration provision.

23 THE COURT: Okay.

24 All right. So that's just basically piling on.
25 You've got another claim. Okay.

1 All right. I mean, I -- I do want to hear from
2 the people who don't want to have the arbitration. I
3 mean, look, I've always been personally disappointed
4 that you can have a contract that would require
5 arbitration in contractual terms and then a tort occur
6 during the performance of that contract and it be held
7 in arbitration. I mean, that's -- I've been against --
8 I've been ruled against a lot on that, so I'm -- I have
9 been beat into submission on it, but I sure want to hear
10 from the other side.

11 MS. BARBIER: Good morning, Your Honor.

12 THE COURT: Good morning.

13 MS. BARBIER: Debbie Barbier for the plaintiff.

14 THE COURT: Good morning.

15 MS. BARBIER: Along with Mr. Beasley and Mr. Few
16 we represent Ms. Julianne Foster, and -- and like
17 Mr. Harpootlian, I'd like to give you just a brief
18 overview of the case because we have been in front of
19 a lot of the circuit court judges in this case, but we
20 have yet to have the pleasure of being in front of you
21 on it, so I just wanted to give you a little bit of some
22 background.

23 Ms. Foster, our client, is a working mom, mother of
24 two, single. She's the victim in one of three criminal
25 charges pending against Mr. Riviere, and that's

1 Mr. Griffin's client, in Aiken County. She got informed
2 in 2018 by SLED that she had been repeatedly videotaped
3 while she was undressing in Mr. Riviere's Airbnb. She
4 was staying in a -- in a house of his that's in Aiken
5 because she attended a tennis tournament with some of
6 her girlfriends.

7 And so in SLED's investigation, they searched
8 Mr. Riviere's properties and they found 42 electronic
9 devices and on those devices are thousands of videos of
10 young girls and women who are undressing, who are getting
11 in the shower, and many of them were in town for horse
12 competitions and things like that, but let me -- let me
13 go to why we're here today --

14 THE COURT: Sure.

15 MS. BARBIER: -- because I think the timing of the
16 motion of Airbnb is very important. On -- we have had a
17 number of discovery battles in this case over two years
18 and they haven't gone so well for Airbnb, but on April 5th
19 Judge Jocelyn Newman heard a number of motions related
20 to discovery in this case and she granted both of our
21 motions to compel discovery and she ordered Airbnb to
22 produce, you know, hundreds of thousands of documents
23 and they were ordered to retake their Rule 30(b)(6)
24 deposition and appoint multiple representatives for each
25 and every one of the topics, the twenty-four topics, that

1 they did not comply with the Court's previous rulings on,
2 and that took us nine months to get to the Rule 30(b)(6)
3 deposition because they -- they moved for protective
4 order, they lost that, they moved to reconsider, and it
5 was a long drawn out battle to get there and then once
6 they got there they sent one representative who basically
7 refused to answer a number of questions and so Judge
8 Newman ordered them to retake it.

9 Then they lost a motion that they filed to quash
10 a deposition notice for their head of their global
11 operations and so as we have stated in our rule to show
12 cause, which is also before you today, they're just
13 refusing to produce documents that Judge Newman ordered
14 them to produce. And we did receive some documents on
15 June 5th and basically what those documents reveal is
16 that there are about 35,000 Airbnb guests that have
17 complained about being secretly videotaped, and a lot
18 of those guests are women, they're children. They have
19 been filmed while they were in the shower with hidden
20 cameras in the vents, hidden cameras in light bulbs,
21 hidden cameras in the walls. They -- women and children
22 have been filmed in the bedrooms of Airbnb with hidden
23 cameras in night lights, in alarm clocks, in speakers.
24 They've been filmed going to the toilet, they've been
25 filmed -- people have filmed having sex, children have

1 been filmed while they've been undressing, bathing and
2 just being naked, and private conversations have been
3 recorded in violation of Federal law. And these are
4 hidden cameras with wi-fi capability so that host can
5 listen and watch unsuspecting people in realtime --

6 THE COURT: Right.

7 MS. BARBIER: -- and predators can post videos to
8 the dark web, so -- so that's what we're dealing with.
9 This is what they have had to produce and basically what
10 the documents show is that Airbnb does nothing about
11 these complaints. The reason we want discovery on them
12 is -- is because we can prove and just with the little
13 bit of discovery we've gotten that they have -- they
14 don't call law enforcement, they don't confiscate video
15 cameras, they warn hosts when a complaint is filed and
16 they give hosts time to destroy or hide evidence, they
17 don't notify other guests who stay there that they've
18 been filmed, they don't collect evidence to provide to
19 law enforcement. In many cases they never even kick
20 the perverts and the predators that are, you know, being
21 hosts on Airbnb off the platform. Instead they continue
22 to allow people to -- to host Airbnb's that have done
23 this. They allow felons and people with criminal
24 histories to be Airbnb hosts.

25 So in this case, Your Honor, what we have is the

1 perfect storm. We have a -- a predator like Mr. Riviere
2 who's allowed to be an Airbnb host combined with a company
3 that touts itself as providing safety as its number one
4 priority in a trusted community and we have a lot of
5 unsuspecting people in South Carolina who have been
6 videotaped by them. It's a public safety issue, Your
7 Honor, and every time we get -- or Airbnb gets a bad
8 ruling, they hire new lawyers.

9 And so immediately after Judge Newman's hearing in
10 which they lost all these motions, and -- and I have to
11 tell you in the hearing with Judge Newman I said Judge,
12 when Airbnb gets a bad ruling they go onto new lawyers.
13 This is their fourth set of lawyers. Fourth set. And,
14 you know, we have been in front of Judge New -- Benjamin
15 on this case, Judge Keesley, Judge Pope, Judge Dennis,
16 Judge McLeod and Judge Newman, and Airbnb has -- they've
17 repeatedly thumbed their noses at the orders of these
18 judges. When motions are granted, they simply refuse to
19 comply. They don't produce documents. They haven't
20 produced -- they still haven't produced one e-mail, one
21 internal e-mail.

22 And so what we have now is that they've decided
23 things are going so badly they want to try to get to
24 arbitration and this is not the first time that they
25 have mentioned arbitration. In fact, when this case

1 was first filed their lawyer said we're gonna be
2 transparent. He asked for a number of extensions to
3 answer, but he said I want to let you know we're gonna
4 move for arbitration and I said well, can you show me an
5 agreement where my client agreed to arbitrate and what
6 came out was that there was no agreement. In fact, they
7 couldn't even show that Ms. Jain, the person who rented
8 the property, had agreed to the terms of service. There
9 is no document that Ms. Jain has signed that they have
10 produced and no document that Ms. -- they admit and it's
11 undisputed that -- that Ms. Foster, our client, didn't
12 sign anything. There's simply no agreement.

13 And so, Your Honor, you know, that -- that's how we
14 got to this posture. We got to this posture because they
15 don't like where this case is headed and they don't like
16 what evidence is coming out and they've been hiding behind
17 arbitration in sexual assault cases and sexual, you know,
18 voyeurism cases for years. They have stated in their
19 brief that this isn't a sexual assault case. Well,
20 voyeurism in South Carolina, if you look at the statute,
21 is a sexual offense. One of the elements of voyeurism
22 is that it was done for sexual gratification and so it
23 is a sexual offense and they have -- they tout to the
24 public that they were no longer after 2021 going to move
25 sexual offense cases to arbitration, but that's exactly

1 what they've done here because it just hasn't gone well
2 for them.

3 But getting to the --

4 THE COURT: Well, let me -- let me -- and I don't
5 mean to -- I want to interrupt you, but it seems to me,
6 the Court, the decision about arbitration is that there's
7 an agreement and I assume there was some agreement to
8 the terms of use and to arbitration. Is that -- does
9 that exist?

10 MS. BARBIER: That -- that does not exist, Your
11 Honor. My client was a -- stayed in the Airbnb and she
12 did not sign up for the Airbnb, she did not sign any
13 terms of service. There's no document, and they don't
14 dispute that, that she signed --

15 THE COURT: Now you're taking -- you're not taking
16 the position that she was a non-signatory, therefore,
17 you're saying there is no document for whoever rented
18 that Airbnb to require arbitration or a contract?

19 MS. BARBIER: Right, Your Honor. So Ms. Jain,
20 Michele Jain, is the one who actually rented the Airbnb
21 through Airbnb, okay? They have not produced a document
22 that she signed --

23 THE COURT: Okay.

24 MS. BARBIER: -- indi -- indicating that -- that she
25 agreed to those terms of service. They have produced a

1 computer printout. Like it's -- it's one line basically
2 with the date saying that she agreed to the TOS, which
3 I'm assuming is terms of service, but they have not
4 produced an affidavit from Ms. Jain or any employee of
5 Airbnb indicating Airbnb that they have a signed document
6 that she did sign agreeing to arbitrate and our client
7 didn't agree to any of that and is not suing in contract,
8 she's not suing over a breach of the terms of service,
9 she's suing in tort and she's suing under unfair trade
10 practices, and the -- the operative facts, Your Honor,
11 that she's suing under in the amended complaint, the
12 amended complaint was filed in September of last year,
13 a motion to amend, so Airbnb has known about an amended
14 complaint for a very long time and they never have once
15 raised arbitration until they got ruled against on
16 April 5th and they did not mention to Ms. -- I'm sorry,
17 to Judge Newman that they were going to be moving for
18 arbitration.

19 There's a transcript of that hearing and I invite
20 you to read it because they do not say we're moving to
21 -- we're moving to arbitrate. In fact, Your Honor, that
22 -- that was afterthought after they hired their fourth
23 set of lawyers, so -- but in basic contract law, Your
24 Honor, and arbitration law in South Carolina there's no
25 support for Ms. Foster being forced to arbitrate. She

1 didn't consent to anything related to their terms of
2 service or anything related to arbitration. If Airbnb
3 wanted to make every guest -- every person that stays in
4 their property sign a terms of service or an arbitration
5 agreement, they could easily do that. They could require
6 the person that signs up for the Airbnb to make every
7 person staying in the Airbnb sign the terms of service
8 or sign an arbitration agreement. They don't do that.
9 It would be very simple, but they don't do that, and so
10 there is no --

11 THE COURT: What about -- go -- no, go ahead.
12 Finish your thought, then I want to ask you about the
13 direct benefits.

14 MS. BARBIER: No, I'm sorry, Your Honor. I was just
15 gonna say that it would be very easy for them to require
16 that, but they don't require that and the law is not that
17 -- I mean, the law is not that any person who stays in an
18 Airbnb is subject to arbitration. I mean, that -- the --
19 the heart of arbitration law is consent and you can't
20 consent to something that you don't know exists, so --

21 THE COURT: Well, and I think, Mr. Brown, you're
22 saying that, in fact, under direct benefits estoppel if
23 you stay in an Airbnb, you are subject to arbitration,
24 right? I just want to make sure I've got the arguments
25 right.

1 MR. BROWN: Your Honor, I don't think there's a
2 dispute that the plaintiff herself didn't sign something.
3 I think to that extent we're in agreement.

4 THE COURT: Right.

5 MR. BROWN: However, I thought everybody agreed that
6 there was an agreement out there, a terms of service
7 agreement. You can't click and become -- you can't rent
8 the Airbnb house without clicking in the terms of service
9 and agreeing to that. It's all on the web. There's not,
10 you know, some deal where somebody shows up and hands you
11 a signature -- a document and says please sign this and
12 let me walk off and do that. I mean, that's not how any
13 of this works, of course.

14 THE COURT: So you're saying as a part of the rental
15 process online, you go through, you look for your place,
16 you find it, you click on your dates, et cetera, and
17 then the last thing you click is a TOS button and at that
18 point -- at that point you and everyone who uses that
19 property are subject to arbitration even for tortious
20 acts or criminal acts?

21 MR. BROWN: Well, we don't even have to go that far,
22 Judge, because the -- here what you have, and I'll just
23 give you a couple of quick examples, Paragraph 94 of
24 their amended complaint says plaintiff and her friends
25 relied upon -- this is plaintiff, not just Mrs. Jain who

1 -- who signed the agreement -- plaintiff and her friends
2 relied upon Airbnb's name, reputation and Airbnb's
3 claims that it will provide a safe and trustworthy rental
4 facility. Now where do these Airbnb, quote, claims
5 come from? They -- they reference and point to various
6 policies. All those policies that they're pointing to
7 are on the Internet and they're all incorporated in the
8 terms of service and they are specifically pointing at
9 those things. Then the -- then the plaintiff says that
10 she -- that Airbnb owed a duty as a result of the special
11 relationship, okay? Where does that come from? The --
12 the contract that they are pointing at. Then she also
13 says that Airbnb -- Paragraph 168 says Airbnb hosts must
14 register through Airbnb's platforms to offer properties
15 for rent, so that is the -- that's a statement by them
16 in their complaint, in their amended complaint.

17 THE COURT: But -- but what you said earlier was
18 that under the theory of direct benefits estoppel that
19 -- that I think our South Carolina Supreme Court has
20 espoused that -- and I'm just trying to get sure that
21 Ms. Barbier's client would be subject to arbi --
22 arbitration under that theory whether she signed or not.
23 That -- and, again, I'm not agreeing with it. I'm just
24 want to make sure I'm clear on what you're saying.

25 MR. BROWN: Understood, Judge, and -- and, yes, that

1 is correct. We are saying that because her claims -- she
2 is trying to directly benefit from the standards, terms,
3 policies and everything in the website, which are all
4 incorporated in the terms of service. That's what she's
5 basing her claims on. She's saying that these -- Airbnb
6 goes out there and puts these things on the web and make
7 -- represents under her theory that it is safe and all of
8 this and then she wants to bring that and say there's a
9 special relationship duty as a result of all of that.
10 They do allege as well, Judge, that -- that the plaintiff,
11 in fact, paid part of the -- you know, her share of the
12 rent on this and so --

13 THE COURT: Well, yeah. And Ms. -- and I didn't --
14 and I didn't -- and I didn't mean to interrupt you. I
15 knew that if I asked that question -- but I wanted to
16 make sure you-all were on the same page, so, and I want
17 to give you a chance to respond to Mr. Brown's theory
18 that because she's there that there's a South Carolina
19 Supreme Court case because, I mean, look, and I don't
20 mind saying, and it's probably not the best thing to
21 do, I don't like these arbitration agreements that hook
22 people in, and I'm not sure that any of us would in real
23 life, but every time I've -- I've ruled that way, you
24 know, it comes back at me like a ping pong ball, but --
25 with a little rock in the middle of it.

1 So go ahead. I just wanted to make sure that --
2 that we were on the same page and I interrupted your
3 argument, so I apologize.

4 MS. BARBIER: Oh, not at all, Your Honor.

5 Well, first of all, plaintiff is not citing to --
6 she's citing -- when Airbnb is touting its commitment to
7 safety, they're doing it on its website. She's not --
8 she's not citing to the terms of service because the
9 terms of service don't make any representations as far as
10 I can tell that help a plaintiff or that help a consumer.
11 It's a completely one-sided document in favor of Airbnb
12 and basically makes no promises or representations about
13 anything, so she's not citing that.

14 And the fact that Mr. -- that the defendants are
15 saying that it's incorporated into their terms of service
16 is -- frankly, it's ridiculous, Your Honor. You can say
17 that about anything. Ms. -- Ms. Foster is suing in tort.
18 She's not suing for a breach of contract or a breach of
19 the terms of service. She's suing in tort and she's
20 suing under the South Carolina unfair trade practices.
21 And, Your Honor, estoppel does not apply here. We have
22 -- we have cited a number of cases in our brief that
23 basically are very analogous because Ms. Foster received
24 no benefit from staying in the Airbnb. She was filmed
25 and violated and traumatized by staying in the Airbnb.

1 She didn't get re -- she didn't get any benefit from it
2 and there's a South Carolina case directly on point where
3 the Court said that, you know, a person who went on a
4 premises and was harmed didn't receive any benefit. In
5 fact, the -- any harm they received was far outweighed
6 by any benefit. She didn't know she was being lured to
7 that Airbnb by Mr. Riviere, who was a predator. If she'd
8 known that, she never would have agreed to stay there.

9 And, Your Honor, so what they're also saying too
10 with regard to estoppel doesn't apply to Ms. Foster
11 because under South Carolina law there has to be -- you
12 know, the arbitration provision would have to comply with
13 South Carolina law and here this is a provision that
14 Ms. Foster never saw. I mean, they deposed her for a
15 full day, Your Honor, and asked her and -- and, frankly,
16 grilled her about every traumatic experience that she's
17 ever incurred in her life to try to show that the fact
18 that she was videotaped is of no consequence, and so they
19 could have asked her, and I -- and I don't believe they
20 did, whether or not she agreed to arbitrate or whether or
21 not she agreed to the terms of service, but she -- but
22 the fact is she didn't. And Mr. Brown saying that, you
23 know, the terms of service are required for every person
24 who goes on Airbnb's website to -- to rent or to be a
25 host, that's not evidence, Your Honor. That is not

1 evidence. They haven't provided an affidavit from an
2 Airbnb employee, they haven't provided an affidavit from
3 Ms. Jain, they haven't provided any signed document by
4 anybody that this was agreed to.

5 So the threshold issue that Your Honor has to look
6 at is, is there an agreement? They haven't provided proof
7 of that. Just because their lawyers say in a pleading
8 that there is an agreement in the terms of service that
9 she must have clicked on, that's not proof. And -- and
10 in our brief, Your Honor, we have noted that in other
11 cases Airbnb has provided affidavits that say that. They
12 didn't do that here and there must be a reason for that
13 and that is because there's sometimes, Your Honor,
14 situations where people are allowed to -- to rent
15 properties or host properties and maybe that terms of
16 service didn't get clicked on, but there's no proof of
17 that, and even if there were proof --

18 THE COURT: That is a threshold -- I mean, look,
19 that -- that's sort of an end and beginning discussion
20 for me. I need to know that before I can -- and I -- I
21 trust all of you-all, I know most of you and I trust you,
22 but I do need to know whether or not there was an actual
23 memorialization of the fact that they were agreeing to
24 the terms of service, which I'm not gonna ask you to
25 produce right now. I'm just saying that seems to me to

1 be sort of the threshold. If that doesn't exist, then
2 this is an easy case. If that exists, then it's basically
3 the rule of contracts clashing horns with the rule of
4 torts and arbitration agreements, but it --

5 MS. BARBIER: Well, Your Honor, I'm assuming that
6 if it existed we would know it by now. You know, they
7 talked about filing a motion for arbitration two years
8 ago and when I asked them to produce it, they never filed
9 the motion to compel arbitration, and so they haven't
10 done that now either, but I think discovery has gone so
11 badly they have decided to try it anyway.

12 I would like to address waiver, Your Honor, because
13 in --

14 THE COURT: Sure.

15 MS. BARBIER: -- because I think, you know, it's an
16 important issue in this case. Basically what Airbnb has
17 done over the last two years has acted as a condition of
18 an alleged right to arbitrate and, first of all, moved to
19 dismiss the original complaint and they moved to dismiss
20 the amended complaint. They vigorously opposed amending
21 our complaint. They have produced discovery, they have
22 par -- participated in depositions. A number of
23 depositions. They have filed an answer to the amended
24 complaint and asserted cross-claims against Katherine
25 Thomas. They have asserted cross-claims against Rhett

1 Riviere and brought him in -- back in. They have attended
2 every deposition that's been taken. They engaged in a
3 two-day 30(b)(6) deposition. They engaged in mediation
4 in this case, which obviously didn't resolve the case.

5 They, as I said, took the plaintiff's deposition
6 and have propounded extensive discovery to her. They
7 have sent out subpoenas to her ex-husband, to her yoga
8 instructor, to her best friend. They have -- they have
9 done a lot of discovery looking into Ms. Foster to try to,
10 frankly, smear her and -- and deter her from wanting to
11 bring this case.

12 They have objected to every discovery request and
13 engaged in endless objections, motions to quash, motions
14 to reconsider, motions for protective orders and so, you
15 know, they can't just say that filing an amended complaint
16 revived their rights. There's no law to support that.
17 There's no law of revival in South Carolina that they
18 have just made up in their -- in their motion. The law
19 is that if you act inconsistently with a -- for an
20 extensive period of time that you waive your right to
21 assert arbitration. You can't -- I mean, under their
22 theory when would there -- when would waiver not apply?
23 I mean, would it be five years into the case? They could
24 -- and getting ready for trial and they could decide that
25 they want to assert their right to arbitrate?

1 That just simply doesn't make any sense, Your
2 Honor. We have not -- the only thing that we did in
3 our complaint is that we added more detail about the
4 misconduct of Airbnb and the notice that they have had
5 for over a decade that this problem has been occurring
6 and the public safety issue that it presents to not just
7 South Carolinians, but people all over the world who are
8 being injured and who are being victimized by people that
9 host Airbnb.

10 So, Your Honor, I think waiver's an important, you
11 know, consideration for this Court. I don't think it's
12 fair that the plaintiff has been expending the amount
13 of resources that we've been expending for two years in
14 fighting discovery battles with a -- a company that
15 because they make billions of dollars have decided that
16 the rules of this Court don't apply to them and have
17 decided unilaterally that they're not going to follow the
18 judges' orders because it doesn't suit them and because
19 it will open them up to public scrutiny for what they do
20 and don't do when people rent Airbnb's and the dangers
21 that exist within Airbnb. This is a -- this is a very
22 important public safety issue, Your Honor. You know,
23 there -- there are a lot of unsuspecting consumers in
24 South Carolina and South Carolina is a huge state for
25 Airbnb.

1 THE COURT: Yeah, I know.

2 MS. BARBIER: We have big tourism industry as you
3 know and -- and there are lot of people that are being
4 endangered by the -- the conduct of the people that host
5 Airbnb's and whose rights are being violated. So it's
6 a very important public safety issue. It's not an issue
7 that should be litigated in secret in arbitration in
8 Chicago or some -- somewhere else. It's an important --
9 it's an issue that's very important to South Carolinians
10 and that they deserve to know about. That's why we
11 brought an Unfair Trade Practices Act claim because when
12 we delved into this case and learned what Airbnb was
13 doing and -- it is a consumer fraud. They represent that
14 they are committed -- their number one priority is safety,
15 and that's simply not true. Their number one priority is
16 making billions of dollars at the expense of millions of
17 people who are being victimized. So, Your Honor, we --
18 we hope that you'll take that into consideration.

19 As far as the motion to stay goes, Your Honor,
20 they have effectively stayed this case for two years by
21 not providing discovery. I mean, the only meaningful
22 discovery production we got was about eight days ago on
23 June 5th where they produced four hundred and some twenty
24 thousand documents after two years of -- of going to
25 court over it and now that they've done that they don't

1 want the substance of these documents revealed so they
2 want us to go to arbitration. And, Your Honor, I fear
3 that, you know, if -- they're just gonna keep hiring new
4 lawyers, keep going to new judges and keep disobeying
5 orders of this Court until somebody puts their foot down
6 and says, you know, you have to produce discovery that
7 judges have ordered you to produce.

8 Judge -- Judge Newman, Judge Jocelyn Newman, took I
9 think it was a four-hour hearing. She read the entire
10 transcript of the 30(b)(6) deposition and she looked at
11 every request to produce that we moved to compel and gave
12 a lot of consideration to this case. And un -- unlike
13 Mr. -- what Mr. Brown says she wasn't told during that
14 hearing that we're gonna seek arbitration. That just
15 didn't happen. Basically what they said is we don't think
16 we should have to produce these documents and now that
17 they're being forced to they've come up with this --
18 frankly, Your Honor, this is a frivolous motion. This
19 is a frivolous motion that you should strike because it
20 is being done in an effort to thwart the orders of this
21 -- of South Carolina judges.

22 MR. ASHMORE: Judge --

23 THE COURT: Okay. Well, look, and I want to give
24 everybody time to talk, but I am -- you know, this is
25 one of those days with Zoom that I think I have twenty

1 motions today and I've got enough to chew on. I do need
2 -- I would --

3 MR. FEW: Your Honor --

4 THE COURT: Yeah.

5 MR. FEW: -- if I may, this is Wes Few. I know
6 the other side's had a couple of people argue. A quick
7 point. Rule 6(d) requires an affidavit to be filed
8 with a motion. In order for the Court to make a
9 determination as a factual matter that there is an
10 arbitration agreement, Airbnb needs a witness that can
11 testify to that. They have not done that. We're two
12 years into it. They have not even complied with
13 Rule 6(d).

14 For perspective, we were in front of Judge Markley
15 Dennis on June the 6th of 2022 when he ordered them for
16 the first time to comply with our discovery and at --
17 in that hearing their first set of lawyers I argued
18 to Judge Dennis they have yet to identify one single
19 witness. The young lawyer from Charlotte stood up and
20 he said yes, we have and I said, okay, well, let's look
21 at your discovery responses, and he was right, they had
22 identified witnesses, the parties to the lawsuit. They
23 had not identified one single witness from Airbnb that
24 could testify to any fact regarding to this case on
25 June the 6th of 2022 and then when they filed these

1 motions a year later every one of these lawyers knowing
2 that the motion had to be supported by an affidavit that
3 could establish that there was an arbitration agreement
4 they didn't do it and it's similar to these trade secret
5 cases where lawyers try to say someone has a trade secret,
6 trust me on it. We don't have to trust them on it. They
7 have to establish it as a factual matter.

8 They didn't get an affidavit from Michele Jain.
9 They still don't have an affidavit from anybody that can
10 say Michele Jain did this and they didn't do it with the
11 motion. So that answers the question of whether or not
12 there is an agreement and then the waiver's a whole other
13 issue that Debbie's already addressed.

14 THE COURT: Well, and that -- and that was what
15 I was alluding to before. It seems to me that the
16 threshold question for me is whether or not there's a
17 memorialization of this person agreeing to be bound by
18 the terms of service and -- and I do realize that it's
19 just a click. I've been warned by my oldest son, who
20 is -- at one point worked for Google to never click on
21 terms of service without reading it, but I do it all the
22 time and God knows what Bangladeshi people have my bank
23 account or, your know, whatever, but, I mean, that seems
24 to me to be sort of a threshold question for me that I
25 need an answer for.

1 MR. ASHMORE: Your Honor, if I may, Beattie Ashmore.

2 THE COURT: How do we resolve that?

3 MR. ASHMORE: Your Honor, if I may, I'm being told
4 by one of the lawyers that we have provided the terms of
5 service signed by Michele Jain previously and, Judge,
6 you can't use Airbnb unless you click on the terms of
7 service. We can't use WebEx unless we click on the terms
8 of service. And so, Your Honor, I think that document's
9 out there, it exists. I'm told we've already produced it
10 and so to the extent we need to supplement the record or
11 reproduce it, you know, we would request permission to do
12 so, Your Honor.

13 THE COURT: Yeah, you-all just -- I mean, I -- look,
14 I don't mind stopping at this point and letting you see
15 if that exists, I mean, and if it's been furnished, if
16 you can find it, Beattie, and send it to Deborah, that
17 would be the right thing to do.

18 MR. ASHMORE: Of course.

19 THE COURT: I mean, you know, this is some -- this
20 is ser -- to me this is serious. Again, I -- I wanted to
21 be real honest that I've always disliked the fact that by
22 hitting that term of service that you in a contractual
23 case can be bound to arbitration and in a tort, but, you
24 know, I once got as a lawyer many years ago fighting a --
25 a broker rammed into arbitration in New York under their

1 arbitration agreement on the 23rd of December, so I've
2 been there. I've been where are you.

3 So why don't we do this? I've got -- I've read
4 through everything, but just to the extent to take
5 notes I don't have any problem with us just continuing
6 this hearing. I'll do it whenever you want to do it if
7 you're okay with me retaining jurisdiction and finding
8 that document. You two could connect up just so we know
9 where we are.

10 MR. HARPOOTLIAN: Judge, Dick Harpootlian. I think
11 we can get you that document in the next hour. I don't
12 think there's -- I mean, it was furnished. I don't know
13 that there's any need to have a continuation of the
14 hearing. Once you get that document, that should resolve
15 all your issues. If not, we'll be happy to come back
16 before you.

17 THE COURT: Well, I think Ms. Barbier may disagree
18 with you. So why don't you get it to her. I think
19 that's the problem. Now is it in that 423,000 pages of
20 documents she got five days ago?

21 MR. HARPOOTLIAN: No. She got it many, many, many,
22 many, many, months before that. And, again, we are new
23 as she points out to this case, but -- and we -- I want
24 you to understand we in no way agree with her hyperbole,
25 accusations, misstatements that she made, and we don't

1 need to get in a fight here today. We can do that on
2 another day, but I know you've got twenty other people
3 waiting to have a hearing.

4 THE COURT: Well, I mean, I just -- look, after
5 twenty-one years, I mean, I've said so many things that
6 could get me in trouble. I'm looking at this crowd. I
7 mean, I know at least one person on here is the bottom
8 of the barrel of lawyers in South Carolina, so, I mean,
9 they can't go too far and -- and Dick has basically
10 slammed Jim Griffin, just accused -- just called --

11 MR. GRIFFIN: Judge, I -- my silence does not
12 equate to acquiescence with what he said about my client.
13 We'll be filing a defamation action soon.

14 THE COURT: Well, you've got -- you've got a damages
15 issue there, but that's a whole other -- I don't want to
16 get into that.

17 All right. Why don't we do this? I will -- I will
18 take what I have under advisement, but I'm not gonna do
19 anything until you -- we may need to at least -- at least
20 Mitch maybe and Deborah may, whoever, I may need to have
21 another quick conversation after you furnish that document
22 to her and she's had a chance to look at it, and to me.

23 Do you understand what I'm saying? I mean, I just
24 -- that's the threshold issue. If it doesn't exist, this
25 is all real easy for me. If it does, then I -- I need to

1 look at the estoppel issue and -- and I've got enough to
2 decide most of the stuff. I'll take it under advisement.
3 Let's put it that way, but I --

4 MS. BARBIER: Judge, that -- that is fine and we
5 appreciate your consideration of it. Can you please
6 order that Airbnb continue with discovery until a ruling
7 is made?

8 THE COURT: Yeah, and -- and I know that -- I am
9 gonna do that only because there are other judges that
10 have ordered discovery and -- and I'm self-aware enough
11 to know that in the past it's taken me a while to, you
12 know, do things, only a couple of years, but I will
13 get to this pretty quick, especially that issue as to
14 whether or not it's gonna be the entire thing referred
15 to arbitration, but to the extent you can, I think --
16 I don't think it's my place at this point to step in
17 where a judge has already stepped and stayed orders for
18 discovery because, quite frankly, if you have arbitration
19 you're gonna have to do that anyway.

20 So with that, I make all of you hate me and I'll --
21 why don't we just -- why don't you get the information
22 to me, to the plaintiff, and then I'm almost positive
23 we're at least gonna have to have an informal conference
24 so you know by Zoom or whatever -- whatever you want to.
25 I'll make myself available to you.

1 So I'll take -- so officially all these are under
2 advisement. I'm waiting on the term of service agreement
3 to be sent to me and to the plaintiff and then if I have
4 any other questions about waiver or estoppel, I'll let
5 you know if I need you to -- I don't need any more memos,
6 but sometimes it helps me if you've got -- like
7 especially, Ms. Barbier, you -- this issue of estoppel
8 is something I'd like your opinion on in just like a
9 paragraph, but just a letter. Do you understand?

10 MS. BARBIER: Judge, we can --

11 THE COURT: Their position is that she had the
12 benefits, and I understand that being taped and violated
13 in such a vile way is not a benefit, but I think given
14 that -- what was the name of that case? Because I
15 remember reading it. And, again, I -- it goes against
16 my Baptist belief, but what was the name of the case
17 that --

18 MS. BARBIER: Well, Your Honor, the case on waiver
19 is Liberty Builders versus -- and that is at 336 South
20 Carolina 658.

21 THE COURT: Yeah, I'm talking about the one -- the
22 one on estoppel.

23 MS. BARBIER: Yes, if you'd just give me one moment,
24 Your Honor, I've got it in my brief.

25 MR. BROWN: Judge, it's Wilson versus Willis I think

1 is what you're talking about, but, Judge, the only other
2 thing I would like to give you is because especially my
3 friend on the other side said this argument was ridiculous
4 I would like to just send you the two incorporation
5 provisions in the terms of service and policy that it
6 specifically incorporate all the other -- all the other
7 things into the agreement. So, you know, that's not me
8 making that up. Those are specific provisions that say
9 that in there, so I'd like to just --

10 THE COURT: Send me whatever you want. Just know
11 that I've been to Malta and three weeks ago in a bike
12 race and had COVID and so I don't think anything else
13 bad can happen to me, but it will take a week or so for
14 me to get through all this. Just know that, okay?

15 So --

16 MR. BROWN: Yes, sir.

17 MS. BARBIER: Your Honor, I appreciate that. The
18 case on equitable estoppel is Hodge versus UniHealth
19 Post-Acute Care of Bamberg and that -- in that case the
20 Court declined to apply equitable estoppel against a
21 non-signatory to an arbitration agreement and that was a
22 nursing home case and a death because they said the only
23 arguable benefit that the plaintiff received was being
24 admitted to the facility, but they said that their
25 injuries later led to her death and we find it difficult

1 to say that they benefitted from that, and it's very
2 similar to what we have here, Your Honor. Yes, she got
3 to stay in the house, but she was also -- now is on, you
4 know, the web undressing, so we think that the detriment
5 to that far outweighs any benefit.

6 THE COURT: And, Mr. Brown, I assume you take the
7 opposite position and that's in your brief?

8 MR. BROWN: Yes, sir. We're -- we're pointing to
9 the -- she's trying to take advantage of the terms to
10 advance claims. Those are the benefits she's trying to
11 -- trying to take.

12 THE COURT: Okay.

13 MR. GRIFFIN: And, Judge, I hate to weigh in, but
14 there's zero evidence that her client is on the web
15 doing anything. Zero evidence. Why she would say that
16 is astonishing.

17 THE COURT: Well --

18 MS. BARBIER: We'd disagree with that, Your Honor.

19 THE COURT: I know. I suspect -- you know, like I
20 said, with the exception of one person here, you're all
21 good lawyers, and I appreciate it. And Beattie knows
22 I'm talking about him and --

23 MR. ASHMORE: Sorry, Your Honor.

24 (Discussion off the record.)

25 THE COURT: You-all, I will take all this under

1 advisement. I'm not gonna issue a stay at this point,
2 but I will get to this pretty quick. And if you've got
3 anything else that you want me really to see -- this is
4 a large file and I'm fine doing that, but if you've got
5 something that you really want me to look at just send
6 an e-mail to me and make sure everybody's included and
7 we'll go through it, okay?

8 MR. BROWN: Thank you, Your Honor.

9 MS. BARBIER: Thank you, Your Honor.

10 MR. ASHMORE: Yes, Your Honor.

11 (Whereupon, the proceedings were concluded at
12 11:11 AM.)

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C E R T I F I C A T E

I, Stacy S. Johnson, Official Court Reporter
for the Eleventh Judicial Circuit of the State of
South Carolina, do hereby certify that the foregoing
is a true, accurate and complete transcript of record
of all the proceedings had and the evidence introduced
in the hearing of the captioned case in Circuit Court
on the 13th day of June, 2022, recorded via WebEx, and
transcribed by me to the best of my ability.

This transcript may contain quoted material.
Such material is reproduced as read by the speaker.
This transcript may also contain transmission
interruptions and/or technical difficulties and
inaudible or unintelligible indications due to being
conducted remotely via videoconferencing.

I do further certify that I am neither of kin,
counsel, nor have an interest to any party hereto.

August 3, 2023

/s/ Stacy S. Johnson
STACY S. JOHNSON, RPR
CIRCUIT COURT REPORTER



Aiken County Second Judicial Circuit Public Index



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Switch View

Julianne Foster , plaintiff, et al VS Rhett Riviere , defendant, et al

Case Number:	2021CP0200889	Court Agency:	Common Pleas	Filed Date:	04/28/2021
Case Type:	Common Pleas	Case Sub Type:	Person Inj/Other 399	File Type:	Mediator - Jury
Status:	Stayed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties

Click the icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
☒ Abee, Matthew A.	1320 Main Street 17Th Floor Columbia SC 29201				Defendant Attorney		05/15/2023
☒ Airbnb Inc					Third Party Plaintiff		04/20/2023
☒ Airbnb Inc					Defendant		09/13/2023
☒ Ashmore, Beattie B.	650 E. Washington Street Greenville SC 296012931				Defendant Attorney		07/21/2022
☒ Barber, Phillip Donald	PO Box 1090 Columbia SC 29202				Defendant Attorney		05/04/2023
☒ Barbier, Deborah B.	1811 Pickens Street Columbia SC 29201				Plaintiff Attorney		04/22/2022
☒ Beasley, Ryan Lewis	416 East North Street Greenville SC 296012931				Plaintiff Attorney		08/04/2021
☒ Brown, C. Mitchell	PO Box 11070 Columbia SC 29211				Defendant Attorney		05/04/2023
☒ Cathcart, Anna Pulliam(Inactive)	4141 Parklake Avenue Suite 530 Raleigh NC 27612				Defendant Attorney		04/22/2022
☒ Chase Enterprises Llc Of South Carolina(Inactive)	130 Bee Lane Aiken SC 29801				Defendant		12/20/2022
☒ Duffy, Ryan Paul(Inactive)	2764 Pleasant Road Suite A # 908 Fort Mill SC 28277				Defendant Attorney		05/08/2023
☒ Few, Wesley D.	PO Box 9398 Greenville SC 29604				Plaintiff Attorney		04/29/2021
☒ Foster, Julianne					Plaintiff		08/24/2023
☒ Fox, Margaret Nicole	PO Box 999 Columbia SC 29202				Defendant Attorney		08/16/2023
☒ Griffin, James Mixon	PO Box 999 Columbia SC 29202				Defendant Attorney		08/01/2023
☒ Harpootlian, Richard A.	Richard A. Harpootlian, P.A. PO Box 1090 Columbia SC 29202				Defendant Attorney		05/04/2023
☒ Harte, John W	PO Box 7215 Aiken SC 29804				Defendant Attorney		12/29/2021
☒ McCulloch, Joseph M. Jr.	PO Box 11623 Columbia SC 29211				Defendant Attorney		08/18/2022
☒ Moose, Julie Jeffords(Inactive)	Mcangus Goudelock & Courie, LLC PO Box 12519, Capitol Station				Defendant Attorney		07/29/2022

	Columbia SC 292112519					
Mosteller, James D. III (Inactive)	PO Box 1832 Barnwell SC 29812				Other Attorney	12/16/2022
O'Brien, Kevin Michael (Inactive)	Glenlake Four 4141 Parklake Ave., Suite 530 Raleigh NC 276123723				Defendant Attorney	04/22/2022
Owensby, Brad					Other Party to Case	02/02/2022
Owensby, Bradford M. (Inactive)	319 Park Ave. SE Aiken SC 29801				Other Attorney	02/11/2022
Riviere, Rhett (Inactive)					Defendant	12/20/2022
Riviere, Rhett					Third Party Defendant	05/26/2023
Schillaci, Kathy R.	PO Box 11623 Columbia SC 29211				Defendant Attorney	08/18/2022
Sestito, Dawn	717 Euclid Street Santa Monica CA 90402				Other Attorney	08/17/2022
Taylor, Damali	Two Embarcadero Center, 28Th Floor San Fransisco CA 94111				Other Attorney	03/02/2023
Thomas, Katherine A					Defendant	03/01/2022
Thomas, Katherine A (Inactive)	324 Cowdry Park Road Beech Island SC 29842				Defendant Pro Se	06/20/2022
Thompson, Jane Page	1234 Evans Road Aiken SC 29803				Other Party to Case	07/20/2022
Watson, Lewis Andrew (Inactive)	11525 North Community House Road Suite 300 Charlotte NC 28277				Defendant Attorney	08/17/2023
Williams, Blake Terence	1320 Main Street, 17Th Floor (29201) PO Box 11070 Columbia SC 29201				Defendant Attorney	05/15/2023
Wlodarczyk, Damon Christian	PO Box 11412 Columbia SC 29211				Defendant Attorney	05/31/2022

Actions

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Airbnb Inc	NEF(09-15-2023 05:09:22 PM) Appeal/Notice of Appeal to C...	Filing		09/18/2023-08:50		
Airbnb Inc	Appeal/Notice of Appeal to Court of Appeals	Filing		09/15/2023-17:09		
Airbnb Inc	NEF(09-13-2023 03:28:50 PM) Order/Other	Filing		09/13/2023-15:29		
Airbnb Inc	Order Denying Airbnb's Motion to Compel Arbitration	Order		09/13/2023-15:28		
Airbnb Inc	NEF(09-13-2023 12:22:04 PM) Order/Order Cover Sheet \$25....	Filing		09/13/2023-12:27		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		09/13/2023-12:22		
Airbnb Inc	NEF(08-30-2023 03:51:02 PM) Proposed Order/Other	Filing		08/31/2023-10:57		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/30/2023-15:51		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/30/2023-15:51		
Foster, Julianne	NEF(08-24-2023 11:32:43 AM) Order/Rule To Show Cause	Filing		08/24/2023-11:33		
Foster, Julianne	Order/Rule To Show Cause	Order		08/24/2023-11:32		
Airbnb Inc	NEF(08-24-2023 11:32:15 AM) Order/Stay	Filing		08/24/2023-11:32		
Airbnb Inc	Order/Stay	Order		08/24/2023-11:32		
Airbnb Inc	NEF(08-17-2023 02:32:01 PM) Proposed Order/Stay	Filing		08/17/2023-15:04		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		08/17/2023-14:32		
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Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Abee, Matthew A.	9/18/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		08/16/2023-10:27		
Airbnb Inc	NEF(08-09-2023 11:25:44 AM) Reply/Other	Filing		08/09/2023-11:35		
Airbnb Inc	Reply in Support of the Joint Motion to Acknowledge the Auto	Filing		08/09/2023-11:25		 
Foster, Julianne	NEF(07-31-2023 05:54:57 PM) Response	Filing		08/01/2023-08:37		
Foster, Julianne	Response in Opposition to Joint Motion	Filing		07/31/2023-17:54		
Foster, Julianne	NEF(07-28-2023 03:12:54 PM) Reply/Other	Filing		07/28/2023-15:14		
Foster, Julianne	NEF(07-28-2023 03:11:50 PM) Response	Filing		07/28/2023-15:13		
Foster, Julianne	Reply to Response in Opposition for Rule to Show Cause	Filing		07/28/2023-15:12		
Foster, Julianne	Response in Opposition to Supplemental Memo in Support	Filing		07/28/2023-15:11		
Airbnb Inc	NEF(07-28-2023 12:21:52 PM) Motion/Stay	Filing		07/28/2023-12:56		
Airbnb Inc	Motion to Acknowledge the Automatic Stay Applies	Motion		07/28/2023-12:21		
Riviere, Rhett	NEF(07-28-2023 08:44:41 AM) Appeal/Notice of Appeal to C...	Filing		07/28/2023-08:55		
Riviere, Rhett	Appeal/Notice of Appeal to Court of Appeals	Filing		07/28/2023-08:44		
Foster, Julianne	NEF(07-27-2023 12:41:22 PM) Proposed Order/Rule To Show ...	Filing		07/27/2023-12:45		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		07/27/2023-12:41		
Airbnb Inc	NEF(07-26-2023 04:44:59 PM) Memo/Memo in Opposition	Filing		07/26/2023-16:50		
Airbnb Inc	Response in Opposition to Motion for Rule to Show Cause	Filing		07/26/2023-16:44		
Airbnb Inc	NEF(07-26-2023 01:41:22 PM) Order/Other	Filing		07/26/2023-13:41		
Airbnb Inc	Order Denying Motions to Compel Arbitration and Dismiss	Order		07/26/2023-13:41		
Airbnb Inc	NEF(07-24-2023 04:03:38 PM) Proposed Order/Other	Filing		07/24/2023-16:06		
Airbnb Inc	Order/Order Cover Sheet \$25.00	Filing		07/24/2023-16:03		
Airbnb Inc	NEF(07-21-2023 02:27:03 PM) Memo/Memo	Filing		07/21/2023-15:43		
Airbnb Inc	Supplemental Memo in Support of Motion to Compel Arbitration	Filing		07/21/2023-14:27		
Foster, Julianne	NEF(06-29-2023 09:27:25 PM) Letter/Letter	Filing		06/30/2023-08:49		
Foster, Julianne	Letter/Letter	Filing		06/29/2023-21:27		 
Airbnb Inc	NEF(06-21-2023 08:48:29 PM) Motion/Other	Filing		06/22/2023-09:02		
Airbnb Inc	MOTION TO CONFIRM CONFIDENTIAL DESIGNATIONS IN JUNE 5, 2023	Motion		06/21/2023-20:48		  
Foster, Julianne	NEF(06-21-2023 01:01:53 PM) Order/Other	Filing		06/21/2023-13:02		
Foster, Julianne	Order/Motions Under Advisement	Order		06/21/2023-13:01		
Airbnb Inc	NEF(06-16-2023 05:30:12 PM) Letter/Letter	Filing		06/19/2023-08:39		
Airbnb Inc	Letter/Letter to Judge Maddox	Filing		06/16/2023-17:30		 
Foster, Julianne	NEF(06-16-2023 12:49:18 PM) Letter/Letter	Filing		06/16/2023-12:51		

Foster, Julianne	Letter/Letter	Filing		06/16/2023-12:49		
Airbnb Inc	NEF(06-14-2023 09:20:08 AM) Letter/Letter	Filing		06/14/2023-09:28		
Airbnb Inc	Letter/Letter to Judge Maddox	Filing		06/14/2023-09:20		
Airbnb Inc	NEF(06-12-2023 02:52:04 PM) Reply/Other	Filing		06/12/2023-15:12		
Airbnb Inc	NEF(06-12-2023 02:49:53 PM) Reply/Other	Filing		06/12/2023-15:08		
Airbnb Inc	Reply in Support of Motion to Stay	Filing		06/12/2023-14:52		
Airbnb Inc	Reply in Support of Motion to Compel Arbitration	Filing		06/12/2023-14:49		
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Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		06/09/2023-12:14		
Foster, Julianne	NEF(06-08-2023 03:50:13 PM) Response	Filing		06/08/2023-15:55		
Foster, Julianne	Response Opposing Motion for Reconsideration	Filing		06/08/2023-15:50		
Foster, Julianne	NEF(06-08-2023 10:59:24 AM) Motion/Rule to Show Cause	Filing		06/08/2023-11:05		
Foster, Julianne	Motion/Rule to Show Cause	Motion		06/08/2023-10:59	06/13/2023-10:59	
Foster, Julianne	Motion/Rule to Show Cause	Motion		06/08/2023-10:59	06/13/2023-10:59	
Airbnb Inc	NEF(06-07-2023 11:08:48 AM) Order/Sanctions	Filing		06/07/2023-11:09		
Airbnb Inc	Order Denying Emergency Motion to Compel/Motion for Sanction	Order		06/07/2023-11:08		
Foster, Julianne	NEF(06-06-2023 07:50:29 PM) Response	Filing		06/07/2023-08:44		

Foster, Julianne	NEF(06-06-2023 07:47:33 PM) Response	Filing		06/07/2023-08:38		
Foster, Julianne	Response in Opposition to Airbnb's Motion/Compel Arbitration	Filing		06/06/2023-19:50		
Foster, Julianne	Response in Opposition to Airbnb's Motion to Stay	Filing		06/06/2023-19:47		
Airbnb Inc	NEF(06-05-2023 10:24:04 AM) Motion/Reconsider	Filing		06/05/2023-10:33		
Airbnb Inc	Motion/Reconsider	Motion		06/05/2023-10:24	06/05/2023-10:24	
Airbnb Inc	Letter/Letter	Filing		06/05/2023-10:24		
Airbnb Inc	NEF(06-02-2023 03:02:40 PM) Filing/Other	Filing		06/02/2023-15:31		
Airbnb Inc	Objections to Proposed Order	Filing		06/02/2023-15:02		
Foster, Julianne	NEF(06-01-2023 10:11:31 AM) Letter/Letter	Filing		06/01/2023-11:46		
Foster, Julianne	Letter/Letter	Filing		06/01/2023-10:11		
Riviere, Rhett	NEF(05-26-2023 04:37:48 PM) Motion/Dismiss	Filing		05/26/2023-16:41		
Riviere, Rhett	Motion/Dismiss	Motion		05/26/2023-16:37		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:25		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		

Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/26/2023-11:21		
Foster, Julianne	NEF(05-25-2023 01:03:22 PM) Order/Electronic Form 4	Filing		05/25/2023-13:03		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motions	Order		05/25/2023-13:03		
Foster, Julianne	NEF(05-25-2023 11:28:31 AM) Order/Electronic Form 4	Filing		05/25/2023-11:28		
Foster, Julianne	Order/Electronic Form 4 Granting Plaintiff's Motions/Compel	Order		05/25/2023-11:28		
Foster, Julianne	NEF(05-25-2023 11:12:12 AM) Order/Electronic Form 4	Filing		05/25/2023-11:12		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motion/Leave to Amend	Order		05/25/2023-11:12		
Foster, Julianne	NEF(05-25-2023 11:11:15 AM) Order/Electronic Form 4	Filing		05/25/2023-11:11		
Foster, Julianne	Order/Electronic Form 4- Ruling on Motions	Order		05/25/2023-11:11		
Riviere, Rhett	NEF(05-23-2023 10:29:35 AM) Motion/Compel	Filing		05/23/2023-10:37		
Riviere, Rhett	Motion/Compel	Motion		05/23/2023-10:29	06/13/2023-10:29	
Riviere, Rhett	Notice/Notice of Appearance	Filing		05/23/2023-10:29		
Thomas, Katherine A	NEF(05-21-2023 08:29:08 PM) Answer/Answer to Crossclaim	Filing		05/22/2023-08:54		
Thomas, Katherine A	Answer/Answer to Crossclaim	Filing		05/21/2023-20:29		
Harte, John W	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Few, Wesley D.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Brown, C. Mitchell	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Barber, Phillip Donald	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Harpootlian, Richard A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Taylor, Damali	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
McCulloch, Joseph M. Jr.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		

Sestito, Dawn	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Schillaci, Kathy R.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Abee, Matthew A.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Williams, Blake Terence	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Barbier, Deborah B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Beasley, Ryan Lewis	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Wlodarczyk, Damon Christian	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Ashmore, Beattie B.	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Fox, Margaret Nicole	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Griffin, James Mixon	6/13/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		05/17/2023-15:51		
Airbnb Inc	NEF(05-16-2023 02:05:12 PM) Letter/Letter	Filing		05/16/2023-14:08		
Airbnb Inc	Letter/Letter	Filing		05/16/2023-14:05		
Airbnb Inc	NEF(05-16-2023 01:11:34 PM) Motion/Stay	Filing		05/16/2023-13:16		
Airbnb Inc	Motion/Stay	Motion		05/16/2023-13:11	06/13/2023-13:11	
Airbnb Inc	NEF(05-15-2023 11:06:59 PM) Letter/Letter	Filing		05/16/2023-08:47		
Airbnb Inc	NEF(05-15-2023 11:02:56 PM) Motion/Compel	Filing		05/16/2023-08:45		
Airbnb Inc	NEF(05-15-2023 11:12:58 PM) Notice/Notice of Appearance	Filing		05/15/2023-23:13		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/15/2023-23:12		
Airbnb Inc	Letter/Letter	Filing		05/15/2023-23:06		
Airbnb Inc	Motion/Compel	Motion		05/15/2023-23:02	06/13/2023-23:02	 
Airbnb Inc	NEF(05-09-2023 04:48:02 PM) Order/Compel	Filing		05/09/2023-16:48		
Airbnb Inc	Order/Compel	Order		05/09/2023-16:48		
Airbnb Inc	NEF(05-04-2023 05:08:51 PM) Notice/Notice of Appearance	Filing		05/04/2023-17:09		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/04/2023-17:08		
Airbnb Inc	NEF(05-04-2023 10:31:42 AM) Notice/Notice of Appearance	Filing		05/04/2023-10:32		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/04/2023-10:31		
Airbnb Inc	NEF(04-20-2023 04:09:49 PM) Filing/Other	Filing		04/20/2023-16:18		
Airbnb Inc	Summons/Third Party Summons and Complaint	Filing		04/20/2023-16:09		
Airbnb Inc	NEF(04-20-2023 03:37:07 PM) Answer/Answer & Crossclaim	Filing		04/20/2023-16:02		
Airbnb Inc	Answer/Answer & Crossclaim	Filing		04/20/2023-15:37		
Airbnb Inc	NEF(04-11-2023 02:26:13 PM) Motion/Other	Filing		04/11/2023-14:30		
Airbnb Inc	MOTION TO CONFIRM CONFIDENTIAL DESIGNATIONS	Motion		04/11/2023-14:26		   
Airbnb Inc	NEF(04-03-2023 01:45:42 PM) Reply/Other	Filing		04/03/2023-14:37		

Airbnb Inc	REPLY IN SUPPORT OF MOTION TO DISMISS AMENDED COMPLAINT	Filing		04/03/2023-13:45		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Harte, John W	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Few, Wesley D.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Taylor, Damali	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
McCulloch, Joseph M. Jr.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		

<https://publicindex.sccourts.org/Aiken/PublicIndex/CaseDetails.aspx?County=02&CourtAgency=02002&Casenum=2021CP0200889&CaseType=V...> 11/35

Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Griffin, James Mixon	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Fox, Margaret Nicole	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Wlodarczyk, Damon Christian	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023- 12:39		

Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Ashmore, Beattie B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Beasley, Ryan Lewis	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Barbier, Deborah B.	4/5/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		03/06/2023-12:39		
Airbnb Inc	NEF(03-02-2023 01:14:44 PM) Order/Continuance	Filing		03/02/2023-13:15		
Airbnb Inc	Order/Continuance	Order		03/02/2023-13:14		
Airbnb Inc	NEF(02-28-2023 12:01:41 PM) Motion/Other	Filing		02/28/2023-12:11		
Airbnb Inc	Motion/Other	Motion		02/28/2023-12:01	04/05/2023-12:01	           
Foster, Julianne	NEF(02-27-2023 03:18:08 PM) Response	Filing		02/27/2023-15:33		
Foster, Julianne	Response to Motion to Dismiss Amended Complaint	Filing		02/27/2023-15:18		
Airbnb Inc	NEF(02-27-2023 02:47:07 PM) Response	Filing		02/27/2023-14:59		

Airbnb Inc	NEF(02-27-2023 02:29:14 PM) Response	Filing		02/27/2023-14:48		
Airbnb Inc	Response	Filing		02/27/2023-14:47		
Airbnb Inc	Response	Filing		02/27/2023-14:29		
Airbnb Inc	NEF(02-24-2023 02:55:11 PM) Response	Filing		02/24/2023-15:09		
Airbnb Inc	Response to Plaintiff's Motion to Compel	Filing		02/24/2023-14:55		
Airbnb Inc	NEF(02-24-2023 01:51:55 PM) Reply/Other	Filing		02/24/2023-14:09		
Airbnb Inc	Reply in Support of Motion/Quash Depo of Tara Bunch	Filing		02/24/2023-13:51		
Airbnb Inc	NEF(02-24-2023 11:52:35 AM) Reply/Other	Filing		02/24/2023-11:58		
Airbnb Inc	Reply in Support of Motion to Quash Subpoena of Rich Baer	Filing		02/24/2023-11:52		
Airbnb Inc	NEF(02-24-2023 11:46:28 AM) Motion/Seal	Filing		02/24/2023-11:52		
Airbnb Inc	Motion/Seal	Motion		02/24/2023-11:46	04/05/2023-11:46	
Airbnb Inc	NEF(02-23-2023 04:31:14 PM) Reply/Other	Filing		02/23/2023-16:35		
Airbnb Inc	Reply in Support of Emergency Motion to Compel Removal	Filing		02/23/2023-16:31		
Airbnb Inc	NEF(02-23-2023 03:52:56 PM) Memo/Memo in Support	Filing		02/23/2023-16:22		
Airbnb Inc	Memo/Memo in Support	Filing		02/23/2023-15:52		
Airbnb Inc	NEF(02-23-2023 12:19:42 PM) Response	Filing		02/23/2023-12:22		
Airbnb Inc	Response to Plaintiff's Motion to Compel	Filing		02/23/2023-12:19		
Foster, Julianne	NEF(02-17-2023 02:32:18 PM) Response	Filing		02/17/2023-15:02		
Foster, Julianne	NEF(02-17-2023 02:23:56 PM) Response	Filing		02/17/2023-14:58		
Foster, Julianne	Response to Motion to Quash Deposition of Tara Bunch	Filing		02/17/2023-14:32		
Foster, Julianne	NEF(02-17-2023 01:34:35 PM) Response	Filing		02/17/2023-14:24		
Foster, Julianne	Response to Motion to Quash Subpoena to Depose Baer	Filing		02/17/2023-14:23		
Foster, Julianne	Response to Motion to Compel/Motion for Sanctions	Filing		02/17/2023-13:34		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		

Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:18		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:17		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:16		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		

Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/15/2023-16:15		
Foster, Julianne	NEF(02-15-2023 03:49:36 PM) Motion/Seal	Filing		02/15/2023-16:03		
Foster, Julianne	Motion/Seal	Motion		02/15/2023-15:49		 
Airbnb Inc	NEF(02-15-2023 11:20:37 AM) Motion/Sanctions	Filing		02/15/2023-11:28		
Airbnb Inc	Motion/Sanctions	Motion		02/15/2023-11:20	02/28/2023-11:20	   
Foster, Julianne	NEF(02-14-2023 01:49:28 PM) Motion/Sanctions	Filing		02/14/2023-15:13		
Foster, Julianne	Motion/Sanctions	Motion		02/14/2023-13:49	04/05/2023-13:49	   
Foster, Julianne	NEF(02-10-2023 10:54:17 AM) Motion/Compel	Filing		02/10/2023-10:58		
Foster, Julianne	Motion/Compel	Motion		02/10/2023-10:54	04/05/2023-10:54	   
Foster, Julianne	NEF(01-26-2023 01:10:13 PM) Order/Other	Filing		01/26/2023-13:10		
Foster, Julianne	Order Regarding Motion for Protective Order	Order		01/26/2023-13:10		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Few, Wesley D.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Harte, John W	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Barbier, Deborah B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Beasley, Ryan Lewis	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		

Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Wlodarczyk, Damon Christian	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Ashmore, Beattie B.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Fox, Margaret Nicole	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Griffin, James Mixon	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Sestito, Dawn	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Schillaci, Kathy R.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		

McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
McCulloch, Joseph M. Jr.	2/28/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/24/2023-12:02		
Thomas, Katherine A	NEF(01-23-2023 02:43:36 PM) Memo/Memo in Opposition	Filing		01/23/2023-14:46		
Thomas, Katherine A	Memo/Memo in Opposition	Filing		01/23/2023-14:43		   
Airbnb Inc	NEF(01-20-2023 01:47:53 PM) Motion/Dismiss	Filing		01/20/2023-14:00		
Airbnb Inc	Motion/Dismiss Amended Complaint	Motion		01/20/2023-13:47	04/05/2023-13:47	
Harte, John W	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Few, Wesley D.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
McCulloch, Joseph M. Jr.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Schillaci, Kathy R.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Sestito, Dawn	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Griffin, James Mixon	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Fox, Margaret Nicole	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Ashmore, Beattie B.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Wlodarczyk, Damon Christian	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Beasley, Ryan Lewis	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Barbier, Deborah B.	1/23/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		01/20/2023-10:50		
Foster, Julianne	NEF(01-19-2023 02:12:15 PM) Letter/Letter	Filing		01/19/2023-15:14		
Foster, Julianne	Letter/Letter	Filing		01/19/2023-14:12		 
Airbnb Inc	NEF(01-19-2023 09:56:04 AM) Motion/Quash	Filing		01/19/2023-10:09		
Airbnb Inc	Motion/Quash	Motion		01/19/2023-09:56	04/05/2023-09:56	   
Foster, Julianne	NEF(01-18-2023 02:24:08 PM) Motion/Compel	Filing		01/18/2023-15:34		
Foster, Julianne	Motion/Compel	Motion		01/18/2023-14:24	04/05/2023-14:24	
Airbnb Inc	NEF(01-17-2023 09:31:27 AM) Motion/Quash	Filing		01/17/2023-10:10		
Airbnb Inc	Motion/Quash	Motion		01/17/2023-09:31	04/05/2023-09:31	   
Foster, Julianne	NEF(01-16-2023 09:57:20 PM) Motion/Other	Filing		01/17/2023-08:40		
Foster, Julianne	EMERGENCY MOTION FOR A PROTECTIVE ORDER AGAINST DEFENDANT KA	Motion		01/16/2023-21:57	01/23/2023-21:57	
Airbnb Inc	NEF(12-20-2022 03:12:42 PM) Response	Filing		12/20/2022-15:24		
Airbnb Inc	Response	Filing		12/20/2022-15:12		
Riviere, Rhett	NEF(12-20-2022 09:08:53 AM) Stipulation Of Dismissal	Filing		12/20/2022-09:45		

Riviere, Rhett	Stipulation Of Dismissal as to Defendants	Filing		12/20/2022-09:08		
Thomas, Katherine A	NEF(12-15-2022 07:38:53 PM) Answer/Answer To Amended Com...	Filing		12/16/2022-08:55		
Thomas, Katherine A	Answer/Answer To Amended Complaint	Filing		12/15/2022-19:38		
Airbnb Inc	NEF(12-14-2022 09:49:33 AM) Order/Other	Filing		12/14/2022-09:49		
Airbnb Inc	Order/Other	Order		12/14/2022-09:49		
Airbnb Inc	NEF(12-13-2022 11:18:44 AM) Motion/Enlarge Time	Filing		12/13/2022-11:23		
Airbnb Inc	Motion/Enlarge Time	Motion		12/13/2022-11:18	12/14/2022-11:18	
Foster, Julianne	NEF(12-02-2022 02:10:08 PM) Certificate/Certificate	Filing		12/02/2022-14:10		
Foster, Julianne	Certificate of Service by Mail	Filing		12/02/2022-14:10		
Foster, Julianne	NEF(11-30-2022 11:29:52 AM) Amended/Amended Summons And ...	Filing		11/30/2022-11:37		
Foster, Julianne	Amended/Amended Summons And Complaint	Filing		11/30/2022-11:29		
Foster, Julianne	NEF(11-30-2022 09:41:09 AM) Order/Amend	Filing		11/30/2022-09:41		
Foster, Julianne	Order/Amend	Order		11/30/2022-09:41		
Airbnb Inc	NEF(11-02-2022 10:30:10 AM) Motion/Leave to Amend	Filing		11/02/2022-11:12		
Airbnb Inc	Motion/Leave to Amend	Motion		11/02/2022-10:30	04/05/2023-10:30	
Airbnb Inc	NEF(10-13-2022 04:46:30 PM) Memo/Memo in Opposition	Filing		10/13/2022-17:00		
Airbnb Inc	Memo/Memo in Opposition	Filing		10/13/2022-16:46		
Foster, Julianne	NEF(10-11-2022 03:14:40 PM) Order/Amend	Filing		10/11/2022-15:22		
Foster, Julianne	Order on AirBNB's Motion to Alter or Amend	Order		10/11/2022-15:14		
Foster, Julianne	NEF(10-10-2022 11:24:33 AM) Reply/Other	Filing		10/10/2022-11:29		
Foster, Julianne	Reply to Riviere's Response Opposing Motion to Amend	Filing		10/10/2022-11:24		
Riviere, Rhett	NEF(10-03-2022 10:35:19 AM) Memo/Memo in Opposition	Filing		10/03/2022-10:48		
Riviere, Rhett	Memo/Memo in Opposition	Filing		10/03/2022-10:35		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		

McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:02		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
McCulloch, Joseph M. Jr.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Sestito, Dawn	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Schillaci, Kathy R.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Griffin, James Mixon	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Fox, Margaret Nicole	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Ashmore, Beattie B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		

Mosteller, James D. III	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Wlodarczyk, Damon Christian	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Beasley, Ryan Lewis	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Barbier, Deborah B.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Harte, John W	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Few, Wesley D.	10/18/2022_MOTION_Roster/Notice of Motions Roster Publicatio	Action		09/21/2022-11:01		
Airbnb Inc	NEF(09-14-2022 03:26:58 PM) Reply/Other	Filing		09/14/2022-15:33		
Airbnb Inc	Reply/Other	Filing		09/14/2022-15:26		 
Airbnb Inc	NEF(09-13-2022 02:53:49 PM) Response	Filing		09/13/2022-15:18		
Airbnb Inc	Response	Filing		09/13/2022-14:53		
Foster, Julianne	NEF(09-09-2022 11:22:55 AM) Response	Filing		09/09/2022-11:25		
Foster, Julianne	Response	Filing		09/09/2022-11:22		
Foster, Julianne	NEF(09-02-2022 07:42:13 PM) Motion/Alter and/or Amend	Filing		09/06/2022-10:57		
Foster, Julianne	Motion/Alter and/or Amend	Motion		09/02/2022-19:42	10/18/2022-19:42	 
Airbnb Inc	NEF(09-02-2022 11:26:19 AM) Memo/Memo in Support	Filing		09/02/2022-11:46		
Airbnb Inc	Memo/Memo in Support	Filing		09/02/2022-11:26		   
Airbnb Inc	NEF(08-26-2022 11:54:58 AM) Order/Scheduling Order	Filing		08/26/2022-11:55		
Airbnb Inc	Order/Scheduling Order	Order		08/26/2022-11:54		
Airbnb Inc	NEF(08-22-2022 01:30:27 PM) Order/Pro Hac Vice	Filing		08/22/2022-13:30		
Airbnb Inc	Order/Pro Hac Vice for Damali A Taylor	Order		08/22/2022-13:30		
Airbnb Inc	NEF(08-22-2022 09:15:24 AM) Motion/Admission Pro Hac Vic...	Filing		08/22/2022-09:20		
Airbnb Inc	Motion/Admission Pro Hac Vice	Motion		08/22/2022-09:15	08/22/2022-09:15	   
Airbnb Inc	NEF(08-22-2022 08:48:37 AM) Certification/Certification	Filing		08/22/2022-08:48		
Airbnb Inc	Certification from the Supreme Court for Damali A Taylor	Filing		08/22/2022-08:48		
Riviere, Rhett	NEF(08-18-2022 11:58:18 AM) Notice/Notice of Appearance	Filing		08/18/2022-12:21		
Riviere, Rhett	Notice/Notice of Appearance	Filing		08/18/2022-11:58		
Airbnb Inc	NEF(08-17-2022 04:07:15 PM) Order/Pro Hac Vice	Filing		08/17/2022-16:10		
Airbnb Inc	Order/Pro Hac Vice	Order		08/17/2022-16:07		
Airbnb Inc	NEF(08-17-2022 11:50:36 AM) Motion/Admission Pro Hac Vic...	Filing		08/17/2022-12:07		
Airbnb Inc	Motion/Admission Pro Hac Vice	Motion		08/17/2022-11:50	08/17/2022-11:50	   
Riviere, Rhett	NEF(08-15-2022 04:42:49 PM) Notice/Notice of Appearance	Filing		08/15/2022-16:43		
Riviere, Rhett	Notice/Notice of Appearance	Filing		08/15/2022-16:42		
Airbnb Inc	NEF(08-15-2022 01:21:05 PM) Certification/Certification	Filing		08/15/2022-13:21		

Airbnb Inc	Certification of Amended Application of Dawn Sestito	Filing		08/15/2022-13:21		
Riviere, Rhett	NEF(08-10-2022 12:17:33 PM) Response	Filing		08/10/2022-12:25		
Riviere, Rhett	Response	Filing		08/10/2022-12:17		
Foster, Julianne	NEF(08-09-2022 04:38:15 PM) Response	Filing		08/09/2022-16:42		
Foster, Julianne	Response to Defendant AirBNB's Motion for Reconsideration	Filing		08/09/2022-16:38		
Airbnb Inc	NEF(08-04-2022 10:26:28 AM) Motion/Reconsider	Filing		08/04/2022-11:26		
Airbnb Inc	Motion/Reconsider	Motion		08/04/2022-10:26	10/11/2022-10:26	
Foster, Julianne	NEF(08-03-2022 11:20:19 AM) Order/Protective Order	Filing		08/03/2022-11:27		
Foster, Julianne	Order/Protective Order	Order		08/03/2022-11:20		
Riviere, Rhett	NEF(07-29-2022 11:20:42 AM) Order/Relieve Counsel	Filing		07/29/2022-11:21		
Riviere, Rhett	Order/Relieve Counsel	Order		07/29/2022-11:20		
Airbnb Inc	NEF(07-29-2022 11:16:26 AM) Order/Substitution Of Counse...	Filing		07/29/2022-11:16		
Airbnb Inc	Order/Substitution Of Counsel	Order		07/29/2022-11:16		
Riviere, Rhett	NEF(07-29-2022 09:14:44 AM) Filing/Other	Filing		07/29/2022-09:18		
Riviere, Rhett	Property Receipt	Filing		07/29/2022-09:14		
Riviere, Rhett	NEF(07-28-2022 09:20:31 AM) Motion/Relieve As Counsel	Filing		07/28/2022-09:53		
Riviere, Rhett	Motion/Relieve As Counsel	Motion		07/28/2022-09:20	07/29/2022-09:20	
Airbnb Inc	NEF(07-26-2022 03:41:32 PM) Motion/Substitution of Couns...	Filing		07/26/2022-15:46		
Airbnb Inc	Motion/Substitution of Counsel	Motion		07/26/2022-15:41	07/29/2022-15:41	
Airbnb Inc	NEF(07-21-2022 01:51:13 PM) Notice/Notice of Appearance	Filing		07/21/2022-13:51		
Airbnb Inc	Notice/Notice of Appearance	Filing		07/21/2022-13:51		
Foster, Julianne	NEF(07-21-2022 01:12:38 PM) Certification/Certification	Filing		07/21/2022-13:12		
Foster, Julianne	Certification of Pro Hac Vice for Dawn Sestito	Filing		07/21/2022-13:12		
Few, Wesley D.	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Harte, John W	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Duffy, Ryan Paul	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Watson, Lewis Andrew	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Barbier, Deborah B.	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Moose, Julie Jeffords	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Beasley, Ryan Lewis	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Wlodarczyk, Damon Christian	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Mosteller, James D. III	7/27/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		07/20/2022-09:34		
Thompson, Jane Page	Motion/Quash	Motion		07/18/2022-09:24	07/18/2023-09:24	

Foster, Julianne	NEF(07-05-2022 07:16:28 PM) Motion/Quash	Filing		07/06/2022-08:45		
Foster, Julianne	Motion/Quash	Motion		07/05/2022-19:16	10/18/2022-19:16	
Airbnb Inc	NEF(06-28-2022 02:26:18 PM) Order/Protective Order	Filing		06/28/2022-14:26		
Airbnb Inc	Order/Protective Order	Order		06/28/2022-14:26		
Airbnb Inc	NEF(06-27-2022 01:45:03 PM) Memo/Memo in Support	Filing		06/27/2022-13:47		
Airbnb Inc	Memo/Memo in Support	Filing		06/27/2022-13:45		
Airbnb Inc	Affidavit/Affidavit of	Filing		06/27/2022-13:45		
Airbnb Inc	NEF(06-24-2022 03:45:51 PM) Memo/Memo in Support	Filing		06/24/2022-16:07		
Airbnb Inc	Memo/Memo in Support	Filing		06/24/2022-15:45		
Airbnb Inc	Affidavit/Affidavit of	Filing		06/24/2022-15:45		
Foster, Julianne	NEF(06-24-2022 12:38:10 PM) Memo/Memo in Opposition	Filing		06/24/2022-13:13		
Foster, Julianne	Memo/Memo in Opposition	Filing		06/24/2022-12:38		
Riviere, Rhett	NEF(06-21-2022 03:01:50 PM) Motion/Compel	Filing		06/21/2022-15:21		
Chase Enterprises Llc Of South Carolina	Motion/Compel	Motion		06/21/2022-15:01	10/18/2022-15:01	
Watson, Lewis Andrew	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Moose, Julie Jeffords	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Duffy, Ryan Paul	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Harte, John W	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Few, Wesley D.	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Mosteller, James D. III	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Thomas, Katherine A	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Wlodarczyk, Damon Christian	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Beasley, Ryan Lewis	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Barbier, Deborah B.	6/28/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		06/20/2022-08:46		
Airbnb Inc	NEF(06-14-2022 02:40:19 PM) Motion/Protection from Disco...	Filing		06/14/2022-15:04		
Airbnb Inc	Motion/Protection from Discovery	Motion		06/14/2022-14:40	06/28/2022-14:40	
Airbnb Inc	Service/Certificate Of Service	Filing		06/14/2022-14:40		
Foster, Julianne	NEF(06-06-2022 03:08:54 PM) Order/Other	Filing		06/06/2022-15:09		
Foster, Julianne	Order Granting Plaintiff's Motion to Compel	Order		06/06/2022-15:08		
Riviere, Rhett	NEF(06-03-2022 04:51:56 PM) Motion/Compel	Filing		06/06/2022-10:09		
Riviere, Rhett	Motion/Compel	Motion		06/03/2022-16:51	10/18/2022-16:51	
Owensby, Brad	NEF(05-31-2022 04:14:54 PM) Affidavit/Affidavit of	Filing		05/31/2022-16:22		

Owensby, Brad	Affidavit/Affidavit of	Filing		05/31/2022-16:14		
Foster, Julianne	NEF(05-31-2022 09:28:42 AM) Filing/Other	Filing		05/31/2022-09:34		
Foster, Julianne	Supplemental exhibit to Plaintiff's Motion to Compel	Filing		05/31/2022-09:28		
Thomas, Katherine A	NEF(05-31-2022 07:58:23 AM) Notice/Notice of Appearance	Filing		05/31/2022-07:58		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		05/31/2022-07:58		
Riviere, Rhett	NEF(05-26-2022 05:04:52 PM) Memo/Memo in Opposition	Filing		05/27/2022-08:41		
Riviere, Rhett	Memo/Memo in Opposition	Filing		05/26/2022-17:04		
Airbnb Inc	Memo/Memo in Opposition of Plaintiff's Motion to Compel	Filing		05/26/2022-15:00		
Airbnb Inc	NEF(05-26-2022 02:53:10 PM) Response	Filing		05/26/2022-14:59		
Airbnb Inc	Affidavit/Affidavit of	Filing		05/26/2022-14:53		
Few, Wesley D.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Harte, John W	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Duffy, Ryan Paul	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Moose, Julie Jeffords	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Watson, Lewis Andrew	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Mosteller, James D. III	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Thomas, Katherine A	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Beasley, Ryan Lewis	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Barbier, Deborah B.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/13/2022-10:21		
Foster, Julianne	NEF(05-05-2022 02:55:08 PM) Motion/Rule to Show Cause	Filing		05/05/2022-15:26		
Foster, Julianne	Motion/Rule to Show Cause	Motion		05/05/2022-14:55	05/31/2022-14:55	
Few, Wesley D.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Watson, Lewis Andrew	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Moose, Julie Jeffords	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Duffy, Ryan Paul	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Harte, John W	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Barbier, Deborah B.	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Beasley, Ryan Lewis	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Thomas, Katherine A	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Mosteller, James D. III	5/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		05/02/2022-13:22		
Thomas, Katherine A	NEF(04-22-2022 12:30:42 PM) Order/Withdraw	Filing		04/22/2022-12:30		
Thomas, Katherine A	Order/Withdraw	Order		04/22/2022-12:30		
Riviere, Rhett	NEF(04-14-2022 02:28:15 PM) Notice/Other	Filing		04/14/2022-14:38		

Riviere, Rhett	Notice/Withdraw Motions	Filing		04/14/2022-14:28		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		

O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		04/08/2022-10:24		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
O'Brien, Kevin Michael	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Barbier, Deborah B.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Cathcart, Anna Pulliam	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Beasley, Ryan Lewis	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Mosteller, James D. III	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Watson, Lewis Andrew	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		

Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Moose, Julie Jeffords	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Duffy, Ryan Paul	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Harte, John W	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Few, Wesley D.	4/20/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		03/21/2022-10:59		
Thomas, Katherine A	Decline to Sign:Order/Withdraw	Filing		03/04/2022-09:55		
Foster, Julianne	NEF(03-03-2022 11:45:59 PM) Motion/Compel	Filing		03/04/2022-08:43		
Foster, Julianne	Motion/Compel	Motion		03/03/2022-23:45	05/31/2022-23:45	
Thomas, Katherine A	NEF(03-01-2022 02:50:40 PM) Motion/Withdraw	Filing		03/01/2022-15:09		
Thomas, Katherine A	Motion/Withdraw	Motion		03/01/2022-14:50	04/21/2022-14:50	
Thomas, Katherine A	Service/Certificate Of Service	Filing		03/01/2022-14:50		
Thomas, Katherine A	NEF(02-09-2022 03:03:06 PM) Response	Filing		02/09/2022-15:09		
Thomas, Katherine A	Response	Filing		02/09/2022-15:03		
Thomas, Katherine A	Service/Certificate Of Service	Filing		02/09/2022-15:03		
Airbnb Inc	NEF(02-04-2022 03:38:11 PM) Answer/Answer	Filing		02/04/2022-16:15		
Airbnb Inc	Answer/Answer	Filing		02/04/2022-15:38		
Owensby, Brad	Motion/Quash	Motion		02/02/2022-08:56	04/13/2022-08:56	
Riviere, Rhett	NEF(02-01-2022 08:33:37 AM) Order/Electronic Form 4	Filing		02/01/2022-08:33		
Riviere, Rhett	Order/Form 4 Denying Motion for Designation of Deposition	Order		02/01/2022-08:33		
Foster, Julianne	NEF(02-01-2022 08:32:52 AM) Order/Electronic Form 4	Filing		02/01/2022-08:33		
Foster, Julianne	Order/Form 4 Denying Emergency Motion to Unseal	Order		02/01/2022-08:32		
Riviere, Rhett	NEF(02-01-2022 08:32:08 AM) Order/Electronic Form 4	Filing		02/01/2022-08:32		
Riviere, Rhett	Order/Form 4 GRANTING Defendant's Motion to Amend	Order		02/01/2022-08:32		

Riviere, Rhett	NEF(01-29-2022 04:00:13 PM) Motion/Other	Filing		01/31/2022-08:58		
Riviere, Rhett	NEF(01-29-2022 05:03:51 PM) Motion/Seal	Filing		01/31/2022-08:51		
Riviere, Rhett	Motion/Seal	Motion		01/29/2022-17:03	02/01/2022-17:03	
Riviere, Rhett	Motion/Designation of Deposition as Confidential	Motion		01/29/2022-16:00	02/01/2022-16:00	
Foster, Julianne	NEF(01-28-2022 02:34:34 PM) Reply/Other	Filing		01/28/2022-14:45		
Foster, Julianne	Reply in Support of Emergency Motion to Unseal	Filing		01/28/2022-14:34		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/28/2022-11:23		
Riviere, Rhett	NEF(01-24-2022 11:58:32 AM) Motion/Dismiss	Filing		01/24/2022-12:13		
Riviere, Rhett	Motion/Dismiss	Motion		01/24/2022-11:58	04/14/2022-11:58	
Riviere, Rhett	Memo/Memo in Opposition	Filing		01/24/2022-11:58		
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		

Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/12/2022-14:08		
Foster, Julianne	NEF(01-10-2022 05:02:43 PM) Motion/Seal	Filing		01/11/2022-09:25		
Foster, Julianne	Emergency Motion to Unseal Court Records	Motion		01/10/2022-17:02	02/01/2022-17:02	 
Few, Wesley D.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Harte, John W	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Watson, Lewis Andrew	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Duffy, Ryan Paul	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Moose, Julie Jeffords	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Beasley, Ryan Lewis	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Barbier, Deborah B.	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Cathcart, Anna Pulliam	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
O'Brien, Kevin Michael	1/31/2022_MOTION_Roster/Notice of Motions Roster Publication	Action		01/03/2022-10:17		
Foster, Julianne	NEF(12-30-2021 11:32:16 AM) Order/Other	Filing		12/30/2021-11:32		
Foster, Julianne	Order/DENIES Defendant Airbnb's Motion to Dismiss	Order		12/30/2021-11:32		
Foster, Julianne	NEF(12-22-2021 04:19:53 PM) Proposed Order/Other	Filing		12/22/2021-16:25		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		12/22/2021-16:19		
Foster, Julianne	ADR/Alternative Dispute Resolution (Workflow)	Action		11/24/2021-20:00		
Foster, Julianne	NEF(09-16-2021 11:57:15 AM) Order/Form 4	Filing		09/16/2021-11:57		
Foster, Julianne	Order/Form 4	Order		09/16/2021-11:57		
Foster, Julianne	NEF(09-16-2021 11:55:11 AM) Order/Form 4	Filing		09/16/2021-11:55		
Foster, Julianne	Order/Form 4	Order		09/16/2021-11:55		
Riviere, Rhett	NEF(09-16-2021 11:29:13 AM) Order/Form 4	Filing		09/16/2021-11:29		
Riviere, Rhett	Order/Form 4	Order		09/16/2021-11:29		
Foster, Julianne	NEF(09-16-2021 11:28:04 AM) Order/Protective Order	Filing		09/16/2021-11:28		
Foster, Julianne	Order/Confidentiality Order	Order		09/16/2021-11:28		
Foster, Julianne	NEF(09-14-2021 06:50:15 PM) Proposed Order/Protective Or...	Filing		09/15/2021-10:35		
Foster, Julianne	Order/Order Cover Sheet \$25.00	Filing		09/14/2021-18:50		
Riviere, Rhett	NEF(08-30-2021 02:08:55 PM) Memo/Memo in Support	Filing		08/30/2021-14:29		
Riviere, Rhett	Memo/Memo in Support	Filing		08/30/2021-14:08		
Foster, Julianne	NEF(08-30-2021 12:36:04 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:42		
Foster, Julianne	NEF(08-30-2021 12:33:46 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:40		

Foster, Julianne	NEF(08-30-2021 12:32:47 PM) Memo/Memo in Opposition	Filing		08/30/2021-12:36		
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:36		  
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:33		
Foster, Julianne	Memo/Memo in Opposition	Filing		08/30/2021-12:32		
Airbnb Inc	NEF(08-26-2021 11:36:29 AM) Memo/Memo in Support	Filing		08/26/2021-12:16		
Airbnb Inc	Memo/Memo in Support	Filing		08/26/2021-11:36		
Airbnb Inc	Request for Judicial Notice in support of Motion to Dismiss	Filing		08/26/2021-11:36		
Airbnb Inc	Declaration of L Andrew Watson in Support of Def Request	Filing		08/26/2021-11:36		  
Riviere, Rhett	NEF(08-20-2021 04:39:33 PM) Motion/Alter and/or Amend	Filing		08/20/2021-16:47		
Riviere, Rhett	Motion/Alter and/or Amend	Motion		08/20/2021-16:39	02/01/2022-16:39	
Foster, Julianne	NEF(08-04-2021 01:57:25 PM) Notice/Notice of Appearance	Filing		08/04/2021-13:57		
Foster, Julianne	Notice/Notice of Appearance	Filing		08/04/2021-13:57		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Few, Wesley D.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Moose, Julie Jeffords	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Duffy, Ryan Paul	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Watson, Lewis Andrew	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Harte, John W	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		

O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
O'Brien, Kevin Michael	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Cathcart, Anna Pulliam	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Barbier, Deborah B.	8/31/2021_MOTION_Roster/Notice of Motions Roster Publication	Action		08/03/2021-12:10		
Airbnb Inc	NEF(08-03-2021 10:29:01 AM) Notice/Joinder Of Co-Defenda...	Filing		08/03/2021-11:22		
Airbnb Inc	NEF(08-03-2021 10:45:23 AM) Motion/Dismiss	Filing		08/03/2021-11:19		
Airbnb Inc	Motion/Dismiss	Motion		08/03/2021-10:45	08/31/2021-10:45	
Airbnb Inc	Notice/Joinder Of Co-Defendants Motions	Filing		08/03/2021-10:29		
Foster, Julianne	NEF(07-29-2021 04:38:29 PM) Motion/Compel	Filing		07/29/2021-17:05		
Foster, Julianne	Motion/Compel	Motion		07/29/2021-16:38	08/31/2021-16:38	 
Foster, Julianne	NEF(07-26-2021 03:11:17 PM) Motion/Discovery and Disclos...	Filing		07/26/2021-16:05		
Foster, Julianne	Motion/Discovery and Disclosure of Evidence	Motion		07/26/2021-15:11	08/31/2021-15:11	
Foster, Julianne	NEF(07-23-2021 12:52:35 PM) Notice/Notice of Appearance	Filing		07/23/2021-12:52		
Foster, Julianne	Notice/Notice of Appearance	Filing		07/23/2021-12:52		
Riviere, Rhett	NEF(07-23-2021 11:32:21 AM) Motion/Stay	Filing		07/23/2021-11:42		
Riviere, Rhett	Motion/Stay	Motion		07/23/2021-11:32	08/31/2021-11:32	
Riviere, Rhett	NEF(07-23-2021 11:19:33 AM) Answer/Amended Answer	Filing		07/23/2021-11:24		
Riviere, Rhett	Answer/Amended Answer	Filing		07/23/2021-11:19		
Airbnb Inc	NEF(07-22-2021 10:03:21 AM) Order/Other	Filing		07/22/2021-10:03		
Airbnb Inc	Order/Other	Order		07/22/2021-10:03		
Airbnb Inc	NEF(07-16-2021 04:11:28 PM) Motion/Enlarge Time	Filing		07/16/2021-16:41		
Airbnb Inc	Motion/Enlarge Time	Motion		07/16/2021-16:11	07/22/2021-16:11	
Thomas, Katherine A	NEF(07-12-2021 09:26:24 AM) Notice/Notice of Appearance	Filing		07/12/2021-09:27		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		07/12/2021-09:26		
Thomas, Katherine A	NEF(07-09-2021 02:45:05 PM) Notice/Notice of Appearance	Filing		07/09/2021-15:09		
Thomas, Katherine A	Notice/Notice of Appearance	Filing		07/09/2021-14:45		

Thomas, Katherine A	Answer/Answer	Filing		07/09/2021-14:45		
Thomas, Katherine A	Service/Certificate Of Service	Filing		07/09/2021-14:45		
Riviere, Rhett	NEF(06-28-2021 11:14:21 AM) Answer/Answer	Filing		06/28/2021-11:36		
Riviere, Rhett	Answer/Answer	Filing		06/28/2021-11:14		
Riviere, Rhett	NEF(06-28-2021 11:11:16 AM) Notice/Notice of Appearance	Filing		06/28/2021-11:13		
Riviere, Rhett	Notice/Notice of Appearance	Filing		06/28/2021-11:11		
Airbnb Inc	NEF(05-27-2021 02:13:24 PM) Notice/Notice of Appearance	Filing		05/27/2021-14:13		
Airbnb Inc	Notice/Notice of Appearance	Filing		05/27/2021-14:13		
Foster, Julianne	NEF(05-24-2021 03:12:46 PM) Service/Certificate Of Servi...	Filing		05/24/2021-15:44		
Foster, Julianne	Service/Certificate Of Service Certified Mail on Airbnb Inc	Filing		05/24/2021-15:12		
Foster, Julianne	NEF(05-19-2021 02:52:40 PM) Service/Affidavit Of Service	Filing		05/19/2021-15:16		
Foster, Julianne	Service/Affidavit Of Service on Katherine A Thomas	Filing		05/19/2021-14:52		
Riviere, Rhett	NEF(05-18-2021 10:33:03 AM) Notice/Notice of Appearance	Filing		05/18/2021-10:33		
Riviere, Rhett	Notice/Notice of Appearance	Filing		05/18/2021-10:33		
Foster, Julianne	NEF(05-04-2021 05:15:39 PM) Service/Affidavit Of Service	Filing		05/05/2021-08:51		
Foster, Julianne	Service/Affidavit Of Service on Rhett Riviere	Filing		05/04/2021-17:15		
Foster, Julianne	Summons & Complaint	Filing		04/28/2021-20:00		

Financials

Summary

Fine/Costs:	\$1,550.00	Total Paid for fine/costs:	\$1,500.00	Balance Due:	\$50.00
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Costs

Description	Cost Code	Amount	Charge Action	Disbursed Amount
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$12.50
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$18.75
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$18.75
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00

<https://publicindex.sccourts.org/Aiken/PublicIndex/CaseDetails.aspx?County=02&CourtAgency=02002&Casenum=2021CP0200889&CaseType=V...> 33/35

Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
Motion/Order Filing Fee \$25	MOTION	\$25.00		\$25.00
SCJD Filing Fee Proviso \$50 / \$25	SCJDPV	\$50.00		\$50.00
Civil Filing Fee State 56%	CVFFST	\$56.00		\$56.00
Civil Filing Fee County 44%/100%	CVFFCN	\$44.00		\$44.00

Payments				
Payment Date	Receipt Number	Entered By	Transaction Type Code	Payment Amount
09/13/2023	84695	C02CPLOUFF	PY	\$25.00
08/31/2023	84521	C02CPLOUFF	PY	\$25.00
08/17/2023	84322	C02CPLOUFF	PY	\$25.00
07/28/2023	84044	C02SPARKS	PY	\$25.00
07/27/2023	84019	C02CPLOUFF	PY	\$25.00
07/24/2023	83947	C02CPLOUFF	PY	\$25.00
06/22/2023	83482	C02SPARKS	PY	\$25.00
06/08/2023	83272	C02SPARKS	PY	\$25.00
06/05/2023	83219	C02CPLOUFF	PY	\$25.00
05/26/2023	83118	C02APayne	PY	\$25.00
05/23/2023	83044	C02SPARKS	PY	\$25.00
05/16/2023	82937	C02CPLOUFF	PY	\$25.00
05/16/2023	82946	C02SPARKS	PY	\$25.00
04/11/2023	82425	C02SPARKS	PY	\$25.00
02/28/2023	81800	C02SPARKS	PY	\$25.00
02/24/2023	81740	C02CPLOUFF	PY	\$25.00
02/15/2023	81580	C02CPLOUFF	PY	\$25.00
02/15/2023	81597	C02CPLOUFF	PY	\$25.00
02/14/2023	81561	C02SPARKS	PY	\$25.00
02/10/2023	81507	C02SPARKS	PY	\$25.00
01/20/2023	81218	C02CPLOUFF	PY	\$25.00
01/19/2023	81185	C02SPARKS	PY	\$25.00
01/18/2023	81171	C02SPARKS	WV	\$25.00
01/17/2023	81118	C02CPLOUFF	WV	\$25.00
01/17/2023	81129	C02SPARKS	PY	\$25.00
12/13/2022	80724	C02SPARKS	PY	\$25.00
11/02/2022	80179	C02SPARKS	PY	\$25.00
09/06/2022	79326	C02CPLOUFF	PY	\$25.00
08/22/2022	79123	C02SPARKS	PY	\$25.00
08/17/2022	79045	C02CPLOUFF	PY	\$25.00
08/04/2022	78830	C02SPARKS	PY	\$25.00
07/28/2022	78726	C02CPLOUFF	PY	\$25.00
07/26/2022	78703	C02SPARKS	PY	\$25.00

07/18/2022	78575	c02vsapp	PY	\$25.00
07/06/2022	78421	C02CPLOUFF	PY	\$25.00
06/21/2022	78254	C02CPLOUFF	PY	\$25.00
06/14/2022	78175	C02SPARKS	PY	\$25.00
06/06/2022	78061	C02CPLOUFF	PY	\$25.00
05/05/2022	77674	C02CPLOUFF	PY	\$25.00
03/04/2022	76874	C02CPLOUFF	PY	\$25.00
03/01/2022	76829	C02SPARKS	PY	\$25.00
02/02/2022	76526	c02jrucker	PY	\$25.00
01/31/2022	76474	C02CPLOUFF	PY	\$25.00
01/31/2022	76475	C02CPLOUFF	PY	\$25.00
01/24/2022	76369	C02CPLOUFF	PY	\$25.00
01/11/2022	76180	C02SPARKS	PY	\$25.00
12/22/2021	76018	C02CPLOUFF	WV	\$25.00
09/15/2021	74890	C02SPARKS	PY	\$25.00
08/20/2021	74646	C02SPARKS	PY	\$25.00
08/03/2021	74372	C02SPARKS	PY	\$25.00
07/29/2021	74318	C02CPLOUFF	PY	\$25.00
07/26/2021	74261	C02CPLOUFF	PY	\$25.00
07/23/2021	74236	C02CPLOUFF	PY	\$25.00
07/16/2021	74154	C02CPLOUFF	PY	\$25.00
04/29/2021	73223	C02SPARKS	PY	\$150.00

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

Julianne Foster,

Civil Action No.: 2021-CP-02-00889

Plaintiff,

v.

STIPULATION OF DISMISSAL

Rhett Riviere, Katherine A. Thomas,
Chase Enterprises, LLC of South
Carolina, and Airbnb, Inc.,

Defendants.

Pursuant to Rule 41(a)(1)(b) of the South Carolina Rules of Civil Procedure, Plaintiff Julianne Foster with consent of Defendants Rhett Riviere and Chase Enterprises, LLC of South Carolina, hereby dismisses, with prejudice, her claims against Defendants Rhett Riviere and Chase Enterprises, LLC of South Carolina in the above-referenced action, with Plaintiff and Defendants Rhett Riviere and Chase Enterprises, LLC of South Carolina to bear their own costs and expenses associated with this action. Plaintiff's remaining claims against Defendants Thomas and Airbnb Inc. are not included in this dismissal.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

s/ Deborah B. Barbier

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ATTORNEYS FOR PLAINTIFF
JULIANNE FOSTER

s/ James M. Griffin

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kathy@mccullochlaw.com

ATTORNEYS FOR DEFENDANT
RIVIERE AND CHASE ENTERPRISES,
LLC OF SOUTH CAROLINA

December 20, 2022
Columbia, South Carolina

Matt Abee

From: Maddox, J. Cordell Law Clerk (William D. Smith) <cmaddoxlc@sccourts.org>
Sent: Thursday, July 27, 2023 1:05 PM
To: wes@wesleyfew.com; Maddox, J. Cordell Secretary (Cynthia Hicks)
Cc: Deborah Barbier; Beattie@BeattieAshmore.com; rlb@ryanbeasleylaw.com; Matt Abee; Taylor, Damali A.; Damon Wlodarczyk; pdb@harpootlianlaw.com; Jim Griffin; Dick Harpootlian; McCulloch, Joseph M.; John Harte; kathy@mccullochlaw.com; Mitch Brown; Blake Williams; mfox@griffinhumphries.com
Subject: RE: Motions Under Advisement Julianne Foster et. al. v. Rhett Riviere et. al. 2021CP0200889

External Source/Sender notice

Use caution responding or clicking links/attachments.

Thank you for consolidating everything, we will let you know if we need anything else.

Will Smith
Law Clerk to the Hon. J. Cordell Maddox, Jr.
Office: (864) 260-4636
Fax: (864) 260-6348
PO Box 8002
Anderson, SC 29622

From: Wes Few <wesfewsc@gmail.com>
Sent: Thursday, July 27, 2023 12:57 PM
To: Maddox, J. Cordell Law Clerk (William D. Smith) <cmaddoxlc@sccourts.org>; Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>
Cc: Deborah Barbier <dbb@deborahbarbier.com>; Beattie@BeattieAshmore.com; rlb@ryanbeasleylaw.com; Matt Abee <matt.abee@nelsonmullins.com>; Taylor, Damali A. <dtaylor@omm.com>; Damon Wlodarczyk <damonw@rplfirm.com>; pdb@harpootlianlaw.com; Jim Griffin <jgriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; John Harte <john@jwhartelaw.com>; kathy@mccullochlaw.com; Mitch Brown <mitch.brown@nelsonmullins.com>; Blake Williams <blake.williams@nelsonmullins.com>; mfox@griffinhumphries.com
Subject: Re: Motions Under Advisement Julianne Foster et. al. v. Rhett Riviere et. al. 2021CP0200889

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Your Honor,

As instructed in your July 11, 2023 email, on behalf of Plaintiff Julianne Foster, we are submitting her proposed order granting the Motion for a Rule to Show Cause. The undersigned circulated its proposed order to all counsel of record on Monday, July 24, and requested comments / responses by COB yesterday (July 26). Instead of comments, counsel to

Airbnb filed its Response in Opposition to Plaintiff's Motion for a Rule to Show Cause and Proposed Order (which is attached for your convenience).

In the attached proposed order, which has been e-filed as instructed, we have addressed Airbnb's "comments" as set forth in their July 26 Response in Opposition.

Please let us know if the Court needs anything further from counsel on this matter,

-Wes

WES FEW | 864-527-5906 - phone | 864-404-7792 - mobile | wes@wesleyfew.com | Wesley D. Few, LLC | Mail: P.O. Box 9398, Greenville, SC 29604 | Deliveries: 416 East North Street, 2nd Floor, Greenville, SC 29601 -
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On Wed, Jul 26, 2023 at 6:20 PM Blake Williams <blake.williams@nelsonmullins.com> wrote:

Good evening,

Attached for Judge Maddox's consideration please find Airbnb's Response in Opposition to Plaintiff's Motion for a Rule to Show Cause and Proposed Order, which we e-filed a few moments ago. Airbnb objects to Plaintiff's proposed order for the reasons stated in this memorandum. I have copied all counsel on this email.

Thank you,

Blake T. Williams | Attorney at Law | Nelson Mullins Riley & Scarborough LLP

(p) 803.255.9597 (e) blake.williams@nelsonmullins.com

From: Maddox, J. Cordell Law Clerk (William D. Smith) <cmaddoxlc@sccourts.org>

Sent: Tuesday, July 25, 2023 4:31 PM

To: Blake Williams <blake.williams@nelsonmullins.com>; Deborah Barbier <dbb@deborahbarbier.com>; 'Beattie@BeattieAshmore.com' <Beattie@BeattieAshmore.com>; rlb@ryanbeasleylaw.com; Wes Few <wes@wesleyfew.com>; Matt Abee <matt.abee@nelsonmullins.com>; Taylor, Damali A. <dtaylor@omm.com>; Damon

Wlodarczyk <damonw@rplfirm.com>; pdb@harpootlianlaw.com; Jim Griffin <jgriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; John Harte <john@jwhartelaw.com>; kathy@mccullochlaw.com; Mitch Brown <mitch.brown@nelsonmullins.com>; mfox@griffinhumphries.com

Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>

Subject: RE: Motions Under Advisement Julianne Foster et. al. v. Rhett Riviere et. al. 2021CP0200889

Thank you Blake, the proposed order has been sent to Judge Maddox for his review and signature.

Will Smith

Law Clerk to the Hon. J. Cordell Maddox, Jr.

Office: (864) 260-4636

Fax: (864) 260-6348

PO Box 8002

Anderson, SC 29622

From: Blake Williams <blake.williams@nelsonmullins.com>

Sent: Monday, July 24, 2023 9:17 AM

To: Maddox, J. Cordell Law Clerk (William D. Smith) <cmaddoxlc@sccourts.org>; Deborah Barbier <dbb@deborahbarbier.com>; 'Beattie@BeattieAshmore.com' <Beattie@BeattieAshmore.com>; rlb@ryanbeasleylaw.com; Wes Few <wes@wesleyfew.com>; Matt Abee <matt.abee@nelsonmullins.com>; Taylor, Damali A. <dtaylor@omm.com>; Damon Wlodarczyk <damonw@rplfirm.com>; pdb@harpootlianlaw.com; Jim Griffin <jgriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; John Harte <john@jwhartelaw.com>; kathy@mccullochlaw.com; Mitch Brown <mitch.brown@nelsonmullins.com>; mfox@griffinhumphries.com

Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>

Subject: RE: Motions Under Advisement Julianne Foster et. al. v. Rhett Riviere et. al. 2021CP0200889

***** EXTERNAL EMAIL:** This email originated from outside the organization. Please exercise caution before clicking any links or opening attachments. ***

Good morning all,

Pursuant to the Court's below email dated July 11, 2023, we are hereby circulating the proposed order denying the motion to compel as to Riviere to all counsel consistent with that email, without waiver or prejudice to any of the arguments and positions of Airbnb and Riviere to the contrary of course.

Thank you,

Blake T. Williams | Attorney at Law | Nelson Mullins Riley & Scarborough LLP

(p) 803.255.9597 (e) blake.williams@nelsonmullins.com

From: Maddox, J. Cordell Law Clerk (William D. Smith) <cmaddoxlc@sccourts.org>

Sent: Tuesday, July 11, 2023 5:44 PM

To: Deborah Barbier <dbb@deborahbarbier.com>; 'Beattie@BeattieAshmore.com' <Beattie@BeattieAshmore.com>; rlb@ryanbeasleylaw.com; Wes Few <wes@wesleyfew.com>; Matt Abee <matt.abee@nelsonmullins.com>; Taylor, Damali A. <dtaylor@omm.com>; Damon Wlodarczyk <damonw@rplfirm.com>; pdb@harpootlianlaw.com; Jim Griffin <jgriffin@griffindavislaw.com>; Dick Harpootlian <rah@harpootlianlaw.com>; McCulloch, Joseph M. <joe@mccullochlaw.com>; John Harte <john@jwhartelaw.com>; kathy@mccullochlaw.com; Blake Williams <blake.williams@nelsonmullins.com>; Mitch Brown <mitch.brown@nelsonmullins.com>; mfox@griffinhumphries.com

Cc: Maddox, J. Cordell Secretary (Cynthia Hicks) <cmaddoxsc@sccourts.org>

Subject: Motions Under Advisement Julianne Foster et. al. v. Rhett Riviere et. al. 2021CP0200889

All-

Judge Maddox took Defendant Airbnb's Motion to Compel, Plaintiff Julianne Foster's Rule to Show Cause, and Defendant Rhett Riviere's Motion to Compel under advisement on June 13th, 2023. The rulings on these motions are as follows:

- Defendant Airbnb's Motion to Compel Arbitration **(Denied)**
- Plaintiff Julianne Foster's Rule to Show Cause **(Granted)**
- Defendant Rhett Riviere's Motion to Compel Arbitration **(Denied)**

Counsel for Plaintiff Julianne Foster shall prepare proposed orders denying Defendant Airbnb's Motion to Compel and granting the Rule to Show Cause. The proposed order on the Motion to Compel shall reflect that the motion was denied on the grounds that:

1. The theory of direct benefits estoppel cannot be used to bind the Plaintiff non-signatory into arbitration, as she received no direct contractual benefit because she suffered harm while staying at the residence that was the subject of the contract.
2. South Carolina courts have declined to enforce arbitration provisions in cases of outrageous acts that are unforeseeable to reasonable consumers.
3. Airbnb waived its right to enforce arbitration by participating in extensive litigation for over two years.

The proposed order on the Rule to Show Cause shall provide that Defendants shall comply with the previously filed Motion to Compel within forty-five (45) days upon Judge Maddox's signing of the order.

Counsel for Airbnb may prepare the order denying Defendant Rhett Riviere's Motion to Compel Arbitration, but the all parties may confer with one another to choose the appropriate attorney to prepare this order. Please submit all requested orders via e-filing by **August 1, 2023**. Please circulate the proposed orders to all counsel of record before e-filing them for Judge Maddox's review. If there are any questions or concerns, please do not hesitate to reach out to our office.

Thanks,

Will

Will Smith

Law Clerk to the Hon. J. Cordell Maddox, Jr.

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Anderson, SC 29622

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**Jan 05 2024**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM AIKEN COUNTY  
Court of Common Pleas  
J. Cordell Maddox, Jr., Circuit Court Judge

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Appellate Case No. 2023-001211  
Case No. 2021-CP-02-00889

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Julianne Foster, ..... Plaintiff,

v.

Rhett Riviere, Katherine A. Thomas, Chase Enterprises,  
LLC of South Carolina, and Airbnb, Inc., ..... Defendants,

Of which Rhett Riviere, is the ..... Appellant,

AND Airbnb, Inc., ..... Respondent.

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**CERTIFICATE OF COUNSEL**

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The undersigned counsel certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted,

By: s/ James M. Griffin

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January 5, 2024  
Columbia, South Carolina