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CASE #: 26-2-30948-5 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING

Josmeli Rojas, individually and as parent and)
guardian of minor, Zander Cedano Rojas,)
Alvaro Luis Cedano Arias, individually)
and as parent and guardian of minor, Zander)
Cedano Rojas, Eldwin Salas, individually and)
as parent and guardian of minor, Destiny)
Salas, Natasha Salas, Eliezer Fadul, and)
Griselda Garcia,)

Plaintiffs,)

v.)

Expedia, Inc.,)
Expedia Group, Inc.,)
HomeAway.com, Inc.,)
and VRBO Holdings, Inc.,)

Defendants.)

NO.: _____

COMPLAINT

COME NOW Plaintiffs Josmeli Rojas, individually and as parent and guardian of minor, Zander Cedano Rojas, Alvaro Luis Cedano Arias, individually and as parent and guardian of minor, Zander Cedano Rojas, Eldwin Salas, individually and as parent and guardian of minor, Destiny Salas, Natasha Salas, Eliezer Fadul and Griselda Garcia, and for cause of action against Defendants state:

PRELIMINARY STATEMENT

Defendants Expedia, Inc., Expedia Group, Inc., HomeAway.com, Inc. and VRBO Holdings, Inc., sophisticated, long-time leaders in the alternative accommodations industry, deliberately cultivated traveler reliance on their marketplace as a trusted environment, represented that safety was a priority, required safety-related information from hosts, established safety standards, monitored safety-related conduct, and represented that their systems were designed to protect travelers – while simultaneously attempting through their Terms of Service to characterize themselves as having no responsibility whatsoever for the safety of the properties they marketed.

Defendants built a commercial lodging system, represented the system as safe and trustworthy, possessed superior information and the ability to remove dangerous listings, and negligently allowed, and even after four people needlessly lost their lives in a fire and its survivors were scarred for life, continue to this day to allow, a known life-safety hazard, lodgings lacking smoke detectors, to remain offered to paying guests.

THE PARTIES

At all relevant and material times:

1. Jasmeli Rojas (“Jasmeli”), is an adult and a resident of Lawrence, Essex County, Massachusetts.
2. Alvaro Luis Cedano Arias (“Alvaro”) is an adult and a resident of Lawrence, Essex County, Massachusetts.
3. Both Jasmeli and Alvaro bring this action on behalf of their minor child, son Zander Cedano Rojas (“Zander”) and on their own behalfs for loss of his consortium.

4. Eldwin Salas (“Eldwin”), is an adult and a resident of Lawrence, Essex County, Massachusetts.
5. He brings this action on his own behalf and on behalf of his minor child, daughter Destiny Salas (“Destiny”).
6. Natasha Salas (“Natasha”) is an adult and a resident of Haverhill, Essex County, Massachusetts.
7. Eliezer Fadul (“Eliezer”) is an adult and a resident of Shrewsbury, Worcester County, Massachusetts.
8. Griselda Garcia (“Griselda”) is an adult and resident of Haverhill, Essex County, Massachusetts.
9. Expedia Group, Inc. (“Expedia Group”) is the “parent company” of its wholly owned subsidiaries, HomeAway and VRBO.¹ Expedia Group, Inc. is a corporation organized under the laws of the state of Delaware with a principal place of business at 1111 Expedia Group Way W., Seattle, WA 98119.
10. Upon information and belief, Expedia Group conducts its business in the State of Washington exclusively through its wholly owned subsidiary, Expedia, Inc. (“Expedia WA”), a Washington corporation.
11. Expedia, Inc. (“Expedia WA”) is a corporation organized under the laws of the state of Washington with a principal place of business at 1111 Expedia Group Way W., Seattle, WA 98119.

¹ Expedia Group, Inc. February 13, 2026 10-K, page 42 and Exhibit 21 and 22.

12. Expedia Group and Expedia WA (collectively “Expedia”) share a single corporate headquarters at 1111 Expedia Group Way W., Seattle, Washington 98119. Upon information and belief, this address is where both entities' senior officers direct, control, and coordinate the corporate policies, including the policies of Expedia Group's subsidiaries operating in the alternative-accommodation and short-term-rental business, HomeAway.com, Inc. and VRBO Holdings, Inc.
13. Upon information and belief, Expedia Group holds itself out to the public, to regulators, and to consumers as "Expedia," without meaningful distinction between Expedia Group and Expedia WA. Expedia Group's own public filings identify Washington as the address of its "principal executive offices."
14. HomeAway.com, Inc. (“HomeAway”) is a corporation organized under the laws of the state of Delaware with a principal place of business at 11920 Alterra Parkway, Austin, TX 78758.
15. VRBO Holdings, Inc. (“VRBO”) is a corporation organized under the laws of the state of Delaware with a principal place of business at 1111 Expedia Group Way W., Seattle, WA 98119. VRBO is a worldwide leader in the alternative accommodations business.²

JURISDICTION AND VENUE

16. This Court has subject matter jurisdiction.

² The expression "alternative accommodations" includes vacation rentals, guest houses, homes and apartments, villas – basically, everything else that doesn't fit under the umbrella of traditional, organized, short-term lodging. Popularized and normalized by marketplaces such as Airbnb, Vrbo (previously HomeAway), and Booking.com, vacation rentals and homes are threatening to overtake hotels." <https://www.altexsoft.com/blog/alternative-accommodations-distribution/>

17. This Court has personal jurisdiction over the parties.
18. King County is a proper venue.

ABOUT THE DEFENDANTS

19. In 2006, HomeAway acquired VRBO, a vacation-rental platform that had been in the alternative accommodations business since 1995.
20. Expedia entered the alternative accommodations business in December of 2015 when it acquired HomeAway, thereby acquiring VRBO and its vacation-rental business.
21. In 2019, Expedia made VRBO its primary global alternate accommodations brand, replacing HomeAway.

EXPEDIA OWNS AND CONTROLS VRBO AND HOMEAWAY

22. Expedia controls its subsidiaries, HomeAway and VRBO, and treats them not as independent businesses, but as mere departments or instruments of the parent company.
23. According to its Investors webpage, “Expedia Group leverages platform and technology capabilities across an extensive portfolio of businesses and brands to *“orchestrate the movement of people and the delivery of travel experiences on both a local and global basis.”* <https://ir.expediagroup.com/investors-overview/> (emphasis added).
24. Expedia “provides a full range of travel and advertising services to our worldwide customers through recognized consumer brands that target a variety of customer segments and geographic regions with tailored offerings. Our portfolio of B2C³ brands includes:

³ Business to Consumer.

- *Expedia*. Brand Expedia is a leading full-service online travel brand in a wide range of countries around the world offering a wide selection of travel products and services.
- *Hotels.com*. Hotels.com focuses on lodging accommodations.
- *Vrbo*. Vrbo operates an online marketplace for alternative accommodations with localized websites around the world, as well as other regional alternative accommodation brands.”⁴

25. Neither HomeAway nor VRBO report its financial operations publicly. Rather, their operations, as well as those of other Expedia subsidiaries, are reported as consolidated financial statements. See, generally, Expedia Group, Inc. February 13, 2026 10-K.
26. Expedia, HomeAway and VRBO operate using shared technology and infrastructure, controlled by Expedia. Expedia explicitly states in financial and SEC filings that it operates unified, centralized technology platforms supporting all its brands.⁵
27. Expedia controls the financial backing, budgetary decisions, and revenue integration from VRBO bookings, blurring the lines of independent subsidiary capitalization.
28. HomeAway manages VRBO. At all times pertinent hereto, VRBO’s website has been operated by HomeAway.
29. VRBO’s current Host Terms of Service expressly identify HomeAway as the company that provides the service and contracts with the customer, stating “Our

⁴ Expedia Group, Inc. February 13, 2026 10-K, page 2.

⁵ Expedia Group, Inc. February 13, 2026 10-K, pages 1, 2, 3, 4.

operations are managed by HomeAway.com, Inc. in the United States..."

<https://www.vrbo.com/lp/b/host-terms-of-service>

30. VRBO's current Guest Terms of Service state: "In these Terms: **"we"**, **"us"** or **"our"** refer to HomeAway.com Inc., having its office at 11920 Alterra Pkwy, Austin, TX 78758, USA, and company registration number 3909505, which provides our Service and is the company that contracts with you under these Terms."

<https://www.vrbo.com/lp/b/terms-of-service>

31. The three companies operate in tandem. For example, typing "HomeAway.com" in Google takes a user to the VRBO website.

32. Typing "Expedia" in Google takes the user to Expedia's home page.

<https://www.expedia.com/>. On that page are numerous options, including a link to "List your property."

33. Clicking on that link takes the user to a page asking whether one is listing a hotel or private residence.

https://apps.expediapartnercentral.com/en_US/list?utm_medium=referral&utm_source=wwwexpediacom-en_US&utm_campaign=Brand.DTI&utm_contentwd=pwa-header-btn&siteId=1&tpid=1&eapid=0&langId=1033&utm_term=Brand.DTI&lasttouchMktgcode=Brand.DTI

34. Clicking on "private residence" takes one to the VRBO website, where the prospective host is invited to "tell us about your place."

https://www.vrbo.com/en-us/list/property-details?theme=mvp&utm_medium=referral&utm_source=ULX_MVP&utm_campaign=Brand.DTI&utm_contentwd=pwa-header-btn&siteId=1&tpid=1&eapid=0&langId=1033&utm_term=Brand.DTI&lasttouchMktgcode=Brand.DTI&epc_duaid=271b7542-55c7-4969-88ef-3cfb4d943249

35. Because of their intertwined relationships, unless otherwise noted, in the remainder of this Complaint, Expedia, HomeAway and VRBO will be referred to as the “Defendants.”

**DEFENDANTS ARE LEADERS IN THE
ALTERNATIVE ACCOMMODATIONS BUSINESS**

36. Alternative accommodations are big business, and the market is growing rapidly.

“Global alternative accommodation market size was valued at USD 182.52 billion in 2024 and is poised to grow from USD 198.25 billion in 2025 to USD 382.85 billion by 2033, growing at a CAGR of 8.62% during the forecast period (2026-2033).

Skyquest, Alternative Accommodation Market Insights.”

<https://www.skyquestt.com/report/alternative-accommodation-market>

37. VRBO’s alternative accommodation business was an important component of Expedia’s \$14.7 billion in 2025 revenues, and \$119.59 billion in total gross bookings.⁶

38. As Expedia wrote in its 2025 10-K, *“At the end of 2025, we had approximately 3.6 million lodging properties available, including approximately 2.4 million online bookable alternative accommodations through Vrbo”*⁷

THE AURA OF SAFETY DEFENDANTS CREATE

39. Defendants have built and sustained their brands, and especially the HomeAway and VRBO brands, by means of a corporate advertising narrative that persons looking for short term accommodations can trust them.

⁶ Expedia Group, Inc. February 13, 2026 10-K, pages 33 and 34.

⁷ Expedia Group, Inc. February 13, 2026 10-K, page 1.

40. In a May 19, 2026 press release Expedia wrote “Expedia helps you book with confidence” and claimed:

“Today, the company operates the world’s most trusted and intelligent travel marketplace, connecting millions of travelers with partners across lodging, air, car, activities and more.

At Expedia Group, our purpose is simple: to help travelers explore the world, one journey at a time,” said Ariane Gorin, CEO, Expedia Group. “As we celebrate 30 years, we’re focused on advancing our intelligent, trusted global marketplace that takes on the complexity of travel, so travelers and partners can focus on what really matters: unforgettable experiences.” <https://www.expedia.com/newsroom/companies/expedia-group/?utm> (underlining added)

41. VRBO’s website declares: “Our commitment to trust and safety. Vrbo is a global community built on trust, reliability, and mutual respect. We are committed to providing a safe and secure marketplace with clear, transparent policies that protect our guests and hosts.” [*https://www.vrbo.com/en-ca/tlp/trust-and-safety*](https://www.vrbo.com/en-ca/tlp/trust-and-safety)
42. Defendants’ consumer-facing “Our commitment to trust and safety” webpage, quoted above, which Defendants hold out to guests as describing Defendants’ trust and safety commitments, addresses weapons disclosure, a “Shared Spaces Policy,” host access restrictions during a guest’s stay, and a prohibition on interior audio or video surveillance devices, but contains no reference whatsoever to smoke alarms, carbon monoxide alarms, fire safety, or the VRBO Safety Essentials Requirements. [*https://www.vrbo.com/en-ca/tlp/trust-and-safety*](https://www.vrbo.com/en-ca/tlp/trust-and-safety)
43. Defendants separately maintain guest-facing guidance instructing travelers, before or during a stay, to “check the location of any smoke and carbon monoxide alarms” at the property, without disclosing to guests, in that same guidance, that Defendants

do not require hosts to install smoke or carbon monoxide alarms, or that a substantial percentage of listings on Defendants' platforms lack such alarms altogether.

<https://www.vrbo.com/tlp/trust-and-safety/premier-host-policy>

44. Peace of mind and protection are important aspects of VRBO's presentation to the public. VRBO's **VrboCare™** messaging says: "With VrboCare™, you can have peace of mind knowing you're protected..." "Your peace of mind is our priority. Our mission is to help your family relax, reconnect, and enjoy precious time together and that's why our highest level of care is always included."⁸
45. VRBO competes with traditional hotels and in doing so, seeks to distinguish its accommodations as being better than hotel rooms since they offer "All the privacy of home" "Enjoy full kitchens, laundry, pools, yards and more" and "More space, more privacy, more amenities — more value."⁹

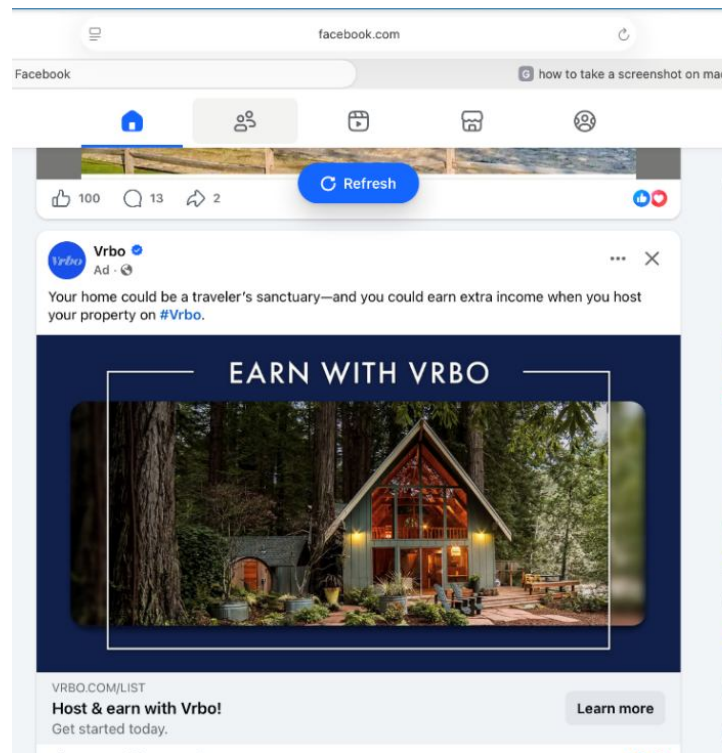
DEFENDANTS' INSTRUCTIONS TO HOSTS REGARDING COMPLIANCE WITH SAFETY STANDARDS

46. Safety is an important theme. VRBO ads tell hosts - owners seeking to rent accommodations to the public - they can make money and provide guests a sanctuary. *"Your home could be a traveler's sanctuary — and you could earn extra*

⁸ *<https://www.vrbo.com/en-ca/tlp/trust-and-safety/care-guarantee>*

⁹ *https://www.vrbo.com/en-ca/vacation-rentals/united-states/massachusetts/middlesex-county/somerville/spring-hill?utm_source=chatgpt.com*

47. *income when you host your property on #Vrbo.*" Exhibit A.



48. Defendants instruct hosts extensively on the need to provide safe accommodations.

In the "VRBO Marketplace Standards" Defendants are unequivocal, writing: "Hosts must provide safe, clean, and accessible environments." "Hosts must ensure their property meets all relevant building codes and safety requirements." <https://www.vrbo.com/en-ca/tlp/trust-and-safety/marketplace-standards>

49. As part of the listing process, Defendants have created a "Help" section, <https://help.vrbo.com/> where they post instructions for owners desiring to list their properties on VRBO. <https://help.vrbo.com/?t=owner>

50. A portion of that section is headed: “About safety essentials for your property.”
<https://help.vrbo.com/articles/What-are-some-fire-safety-tips>
51. In the owners’ “Help” section, Defendants instruct prospective hosts to install hard-wired, interconnected smoke alarms outside of each sleeping area of an accommodation. (“VRBO Safety Essentials Requirements”)¹⁰
52. The VRBO Safety Essentials Requirements contain a hyperlink to Red Cross guidelines for smoke detectors.¹¹
53. On information and belief, at the time the apartment was listed and at the time of the June 12–16, 2026 booking and stay, Defendants maintained this safety essentials guidance and used the associated onboarding prompts and dashboard “Top Task” workflow to collect and display hosts’ smoke-alarm and carbon-monoxide-alarm status as part of Defendants’ listing system.
54. The VRBO Safety Essentials Requirements, attached as **Exhibit B**, read as follows:

“It’s important that your property complies with the regional laws and regulations for safety. The following guidelines help you keep your guests and your vacation rental properties safe.

Add this information to your listing using your Vrbo dashboard, under Home safety features.

Fire safety

Smoke and carbon monoxide alarms

Note: When onboarding a new property, you will be prompted to indicate whether your property has a smoke or carbon monoxide alarm. If you

¹⁰ Merriam Webster online dictionary defines “essential” as “of the utmost importance, indispensable, necessary”. <https://www.merriam-webster.com/dictionary/essential>

¹¹ <https://www.redcross.org/get-help/how-to-prepare-for-emergencies/types-of-emergencies/fire/fire-safety-equipment.html#Smoke-Alarms>

have not provided this information for an existing property, you will see a Top Task in your Vrbo dashboard prompting you to add it.

- Follow Red Cross guidelines on how many devices to install.
- Install a smoke and carbon monoxide alarm outside each sleeping area and/or in the bedroom.
- Wire alarms together so that if one sounds, they all sound.
- Install flashing alarms for people who are hearing impaired.
- Test alarms once a month and replace batteries frequently (recommended replacement schedule is once a year). “
(bold face and underline added)

The screenshot shows the Vrbo website's help center. The top navigation bar includes the Vrbo logo, a search bar, and links for 'Trip Boards', 'Log in', and a help icon. Below the navigation bar, there's a 'FILTERS +' button and a 'Search Help' input field. The main content area is titled 'About safety essentials for your property' and includes a 'Back' link. A sidebar on the left lists various listing management options: 'Your Listing' (selected), 'Location and Map', 'Description', 'Contacts', 'Your Photos', 'Video', 'Amenities', 'Rates', and 'Subscriptions'. The main content area provides information about safety requirements, including a note about regional laws and a list of fire safety guidelines. The guidelines are categorized into 'Fire safety' (Smoke and carbon monoxide alarms) and 'Fire extinguishers'.

Back Help Home /Your Listing /Description

About safety essentials for your property

It's important that your property complies with the regional laws and regulations for safety. The following guidelines help you keep your guests and your holiday rental properties safe.

Add this information to your listing using your Vrbo dashboard, under **Home safety features**.

Fire safety

Smoke and carbon monoxide alarms

Note: When onboarding a new property, you will be prompted to indicate whether your property has a smoke or carbon monoxide alarm. If you have not provided this information for an existing property, you will see a **Top Task** in your Vrbo dashboard prompting you to add it.

- Follow Red Cross guidelines on how many devices to install.
- Install a smoke and carbon monoxide alarm outside each sleeping area and/or in the bedroom.
- Wire alarms together so that if one sounds, they all sound.
- Install flashing alarms for people who are hearing impaired.
- Test alarms once a month and replace batteries frequently (recommended replacement schedule is once a year).

Fire extinguishers

- Install high on the wall, near an exit, away from heat sources, and out of reach of children.
- If extinguishers are not in plain sight, notify guests where they can be found.
- Ensure that extinguishers are properly charged and ready to use.
- If your extinguisher is designed for one-time discharge, replace it immediately after use.

**DEFENDANTS' EXPANDED DISTRIBUTION NETWORK AND PREMIER HOST
POLICY DO NOT REQUIRE SAFETY COMPLIANCE**

55. Beginning in 2025, Defendants implemented “Vrbo Expanded Distribution,” through which VRBO vacation rental listings are displayed alongside hotel listings on Expedia.com and other Expedia Group-owned travel websites, exposing users who had previously used those websites primarily for hotel bookings, where smoke alarms are typically installed as a matter of code compliance, to Vrbo listings without any distinction, flag, or disclosure as to whether those listings possess the same basic safety features.¹²
56. Defendants’ own help documentation describes the purpose of Expanded Distribution as follows: “Vrbo Expanded Distribution aims to promote your vacation rental listings to a new, broader audience that maybe aren’t familiar with Vrbo as a brand but are interested in vacation rentals. Vrbo believes that by growing awareness of the vacation rental industry, we can attract countless new travelers to our listings.”¹³
57. Defendants distribute VRBO listings through the Expanded Distribution Network to other Expedia Group-owned brands, including Expedia, Travelocity, and Trivago, as well as to third-party airline and financial-services partners, including Delta and

¹² <https://www.businesswire.com/news/home/20250917887261/en/EXPEDIA-GROUP-UNLOCKS-MORE-DEMAND-FOR-VACATION-RENTAL-PARTNERS-WITH-STRONGER-DISTRIBUTION-ACROSS-ITS-MARKETPLACE-AND-NEW-TECH-FEATURES>

¹³ Vrbo, “What is the Expanded Distribution Network?” <https://help.vrbo.com/articles/What-is-the-Expanded-Distribution-Network>

- Revolut, and other travel agencies and loyalty programs, without any safety-feature disclosure or filtering mechanism accompanying that distribution. *Id.*
58. The sole eligibility requirement Defendants impose for automatic enrollment of a listing in the Expanded Distribution Network is that “Instant Booking” be enabled on the listing; Defendants impose no requirement that a listing comply with the VRBO Safety Essentials Requirements, or disclose compliance or non-compliance with those Requirements, before that listing is distributed to a broader, less Vrbo-familiar consumer base across Expedia Group’s other travel platforms. *Id.*
59. Defendants operate a “Premier Host Policy” under which a listing is automatically and periodically granted “Premier Host” status, a status which confers a Premier Host badge, inclusion in a Premier Host filter, an automatic increase in the listing’s search position, and priority phone support for the host.¹⁴
60. The eligibility criteria Defendants require for a listing to achieve and retain Premier Host status are: an average review rating of 4.6 or higher; a booking acceptance rate of 99% or higher; a host-initiated cancellation rate of 0%; five or more Vrbo reviews; and at least five bookings or 60 booked nights, measured on a trailing 365-day basis. *Id.*
61. None of the criteria Defendants require for Premier Host status, increased search visibility, or the Premier Host badge include compliance with the VRBO Safety Essentials Requirements or the presence of any smoke alarm, carbon monoxide alarm, or other life-safety device. *Id.*

¹⁴Vrbo, Premier Host Policy, <https://www.vrbo.com/tlp/trust-and-safety/premier-host-policy>

62. Defendants review Premier Host-qualifying listings on a quarterly basis, on February 1, May 1, August 1, and November 1 of each year, to determine continued eligibility for the elevated visibility and credibility conferred by Premier Host status, and that quarterly review likewise does not evaluate or require compliance with the VRBO Safety Essentials Requirements. *Id.*

DEFENDANTS' DECEPTIVE DESIGN OF LISTING AND BOOKING INTERFACES

63. In the technology and user-experience design industry, design practices that structure a digital interface to conceal, delay, obscure, or de-emphasize information material to a user's decision, while prominently displaying information that encourages the user to proceed with a transaction, are commonly referred to as "dark patterns."¹⁵
64. Dark patterns are a recognized category of interface design in which a platform presents favorable or transaction-encouraging information by default and in prominent placement, while placing unfavorable or risk-relevant information, if it is presented at all, in secondary screens, subsections, or locations a user must affirmatively seek out separately from the information presented to induce the transaction.

¹⁵ Federal Trade Commission, Bringing Dark Patterns to Light (Sept. 15, 2022), <https://www.ftc.gov/reports/bringing-dark-patterns-light>; Arunesh Mathur, Jonathan Mayer & Mihir Kshirsagar, Dark Patterns at Scale: Findings from a Crawl of 11K Shopping Websites, Proc. ACM Hum.-Comput. Interact., Vol. 3, No. CSCW, Article 81 (Nov. 2019), <https://arxiv.org/pdf/1907.07032>; <https://arxiv.org/pdf/1907.07032> -- Mathur, Mayer & Kshirsagar, "Dark Patterns at Scale: Findings from a Crawl of 11K Shopping Websites" (Princeton University, CHI 2019 / PACM HCI)

65. One commonly recognized form of dark pattern, sometimes referred to within the industry as “sneaking,” involves concealing or obscuring information relevant to a user’s decision until after the user has already become invested in, or has completed, a transaction, thereby reducing the likelihood that the user will factor that information into the decision before it is made.
66. Platforms that generate revenue based on the volume of transactions or bookings completed through their websites and applications have a financial incentive to design listing and booking interfaces in a manner that minimizes friction and maximizes the likelihood a user will complete a booking, including by reducing the visibility or prominence of information that might cause a user to decline to book a particular listing or to book elsewhere.
67. Consistent with this industry practice, Defendants’ listing and booking interfaces present amenity categories such as bedrooms, bathrooms, air conditioning, and views prominently and by default as part of the primary listing presentation used to induce a booking decision, while information regarding the presence or absence of a required safety device is presented, if at all, only within a secondary “Safety” subsection that a consumer must affirmatively locate and review separately from that primary presentation, as occurred with the Apartment’s listing, described above.
68. Defendants’ booking flow, including the flow through which Lucybeldriz Rodriguez Sosa (“Lucy”) located, researched, and booked the Apartment, permits a consumer to search, filter, compare, and complete payment for a listing without any requirement that the consumer view, acknowledge, or affirmatively confirm the

property's disclosed safety status, including its disclosed lack of a smoke detector, before completing the booking and payment.

69. Upon information and belief, Defendants do not employ a filter, warning banner, interstitial screen, or other affirmative notice mechanism to inform a prospective guest, at the point of search or at the point of booking, that a given listing has self-reported non-compliance with the VRBO Safety Essentials Requirements.
70. Defendants' failure to employ any such filter, warning, or point-of-booking disclosure mechanism for safety compliance stands in contrast to Defendants' demonstrated technical capability to design, implement, and prominently display comparable filtering and visibility tools for non-safety listing attributes, including the "Premier Host filter" described above, which Defendants use to increase a qualifying listing's visibility and search position based on review ratings, acceptance rates, and booking volume.
71. Had Defendants implemented a reasonable safety-warning mechanism, such as a prominent warning banner, an interstitial screen requiring affirmative acknowledgment, or a booking block when a listing self-disclosed "No smoke detector," a reasonable consumer would have been alerted to the life-safety hazard before payment was completed and would have selected different accommodations. Defendants' failure to implement such mechanisms was a substantial factor in placing the Family into an accommodation that lacked smoke detection and therefore provided no warning time to escape.

72. Reasonable, technologically feasible alternative designs were available to Defendants, including: (a) prohibiting listings from being booked when the host self-reported “No smoke detector”; (b) requiring a prominent pre-booking warning and affirmative acknowledgment when a listing lacked a smoke detector; (c) providing an easy-to-use safety filter presented with the same prominence as non-safety filters; and (d) conditioning platform distribution, search-position boosts, or promotional badges on compliance with basic life-safety features. Defendants chose not to implement these safety-focused design measures despite having the technical ability to implement comparable tools for non-safety attributes.
73. The disparity between Defendants’ investment in visibility and filtering tools that promote bookings and increase host revenue, and Defendants’ absence of any comparable visibility or filtering tool that would inform consumers of a listing’s non-compliance with Defendants’ own safety standards before a booking is completed, reflects a design choice to prioritize transaction volume over the disclosure of safety-relevant information to consumers at the point of decision.

PLANNING A SPECIAL TRIP

74. In the fall of 2025, Josmeli and her cousin, Lucybeldriz Rodriguez Sosa (“Lucy”), began planning a family trip to the Dominican Republic.
75. Josmeli’s mother, Joheslin Rojas, and Lucy’s mother, Pancracia Rodriguez, were sisters, and Josmeli and Lucy thought it would be special if they could return, with other family members, to the country of their birth for a vacation.

76. Their plan was to take three generations of the family on a three-week vacation in the Dominican Republic.
77. The highlight of the trip would be the christening of Josmeli's two sons, Zander, age 3 and Royce, age 5, planned for June 21, 2026.

BOOKING THE TRIP - FINDING THE APARTMENT

78. Lucy accessed the Expedia website to search for housing for family members making the trip.
79. For a portion of their stay in the Dominican Republic, she chose the apartment at Calle Víctor Matos, No. 20, Barahona, Dominican Republic ("Apartment").
80. According to the listing, the Apartment had three bedrooms, three baths, AC, full kitchen and great views, and was large enough to accommodate 12 people.
81. Lucy booked the Apartment through Expedia and completed payment for the Apartment through VRBO, for four nights, arriving June 12 and leaving June 16.
82. Lucy located and researched the Apartment through the Expedia website, and her booking of the Apartment was made and paid for through Defendants' platforms and was assigned Reservation ID HA-KW5CY3, the "HA" prefix reflecting Expedia's own booking-identification practice of designating HomeAway/Vrbo-sourced reservations processed through Expedia's platform, and Defendants credited "OneKeyCash" rewards to the booking as part of Defendants' loyalty and rewards program, demonstrating that Defendants processed, profited from, and extended loyalty-program incentives on the same transaction that placed the Family in a listing

that disclosed its own non-compliance with the VRBO Safety Essentials Requirements.¹⁶

ARRIVING IN BARAHONA

83. Ultimately, eleven family members and a family friend (the “Family”) made the trip to Barahona:

- Josmeli Rojas
- her mother, Jhoselin Del Carmen Sosa Amaro
- her two boys, Zander Cedano Rojas and Royce David Cedano Rojas
- Lucybeldriz Rodriguez Sosa
- Lucy’s mother, Pancracia Mercedes Sosa Amaro
- Lucy’s three boys, Zamil Fadul, Elizer Fadul and Zahid Fadul
- Sisters Natasha Salas and Destiny Salas, daughters of Eldwin Salas, son of Pancracia Mercedes Sosa Amaro, and
- Family friend, Griselda Garcia

84. On June 12, 2026, the Family drove in a twelve-person van from Santiago, Dominican Republic to Barahona, arriving at the Apartment around 6:00 pm that day.

THE APARTMENT

85. The Apartment was on the fourth floor of a building owned by Abel Medina Perez and Mirna Magnolia Novas Matos (the “Building”).

86. The Building had been completed in 2024 or 2025.

87. As with all Expedia/VRBO listings, the Apartment contained various features, listed under the heading “Amenities.”

¹⁶ <https://www.vrbo.com/tlp/trust-and-safety/premier-host-policy>

88. Under the Amenity heading of “Safety” the listing stated:

- No carbon monoxide detector or gas appliances (host has indicated there are no carbon monoxide detectors or gas appliances on the property)
- No smoke detector (host has indicated there is no smoke detector on the property)

89. At all times prior to and up through the morning of June 13, 2026, despite Defendants’ requirements that hosts ensure their accommodations have “a smoke and carbon monoxide alarm outside each sleeping area and/or in the bedroom”, that hosts “wire alarms together so that if one sounds, they all sound” and “install flashing alarms for people who are hearing impaired,” the Apartment had no smoke detectors or alarms of any type, and Defendants knew it.

THE FIRE

90. In the early morning hours of June 13, 2026, while the Family spent its first night asleep in the Apartment, a fire engulfed the Apartment (the “Fire”).

91. No smoke detectors or alarms warned the family that night, because there were none.

92. Four persons died as a result of the Fire:

- Jhoselin Del Carmen Sosa Amaro, age 69;
- her five-year-old grandson, Royce David Cedano Rojas;
- Lucybeldriz Rodriguez Sosa, age 42; and
- her mother, Pancracia Mercedes Sosa Amaro, age 74.

93. After consciously suffering, Royce David Cedano Rojas died on June 13, 2026.

94. After consciously suffering, Lucybeldriz Rodriguez Sosa died on June 19, 2026.

95. Sisters, Jhoselin Del Carmen Sosa Amaro and Pancracia Mercedes Sosa Amaro, both died, after consciously suffering, on June 21, 2026, the same day Royce David Cedano Rojas and Zander Cedano Rojas, Jhoselin's grandsons, were to be christened.
96. Other Family members, including Josmeli and three-year-old Zander, sixteen-year-old Destiny Salas, her thirty-four-year-old sister, Natasha Salas and their twenty-year-old-cousin, Eliezer Fadul, and family friend Griselda Garcia, suffered and continue to suffer, severe, permanent, life altering physical and emotional damages.
97. Destiny was hospitalized in Santo Domingo for approximately one week from June 13 to June 20.
98. Natasha was brought to the hospital and was treated as an outpatient.
99. Josmeli was hospitalized for 6 days.
100. Zander was hospitalized for 6 days.
101. All Family members and Griselda suffered devastating, life-long emotional distress and scarring. The memories of what they saw, heard, and felt, that night and in the ensuing days as other Family members suffered and then died, will haunt plaintiffs for the rest of their lives.
102. In addition, Josmeli and Alvaro have lost and will continue to suffer the loss of the consortium of their son, Zander.
103. Eldwin, who flew to the Dominican Republic the day of the Fire and was at the hospitals, caring for his daughters, mother and other Family members, has lost and will continue to suffer the loss of the consortium of his daughters, Destiny and Natasha.

104. At all times prior to and up through the morning of June 13, 2026, the Apartment had no smoke alarms or detectors of any type, and the Defendants knew it.

105. At all times prior to and up through the morning of June 13, 2026, the Apartment did not comply with the VRBO Safety Essentials Requirements concerning the installation of smoke alarms or detectors, and Defendants knew it.

SMOKE ALARMS/DETECTORS SAVE LIVES¹⁷

106. For decades it has been well known publicly that smoke detectors save lives, warning occupants of a fire, sufficient to allow them to escape from a fire.

107. By 1969 the Federal government's National Bureau of Standards, now the National Institute of Standards and Technology ("NIST") recommended installation of smoke alarms in homes. That recommendation was based on research showing that smoke alarms could provide early warning before a fire became unsurvivable.

108. Between 1972 and 1975 strong practical evidence that smoke detectors save lives emerged. After the destruction caused by Hurricane Agnes in June of 1972, the Department of Housing and Urban Development installed smoke alarms in approximately 17,000 mobile homes that were provided to persons who lost their homes to Hurricane Agnes.

109. Over the next three years numerous fires occurred in those mobile homes, but none resulted in a death. NIST describes this as a breakthrough, demonstrating that

¹⁷ As is customary in everyday use, the expressions "smoke detector" and "smoke alarm" are used interchangeably herein.

smoke alarms work. https://www.nist.gov/fire/history/1970s/driving-residential-smoke-alarm-adoption-1970s?utm_source=chatgpt.com

110. By the mid-1970s, smoke alarms had become a recognized residential fire-safety standard. NIST research helped move smoke alarms from a novelty to standard practice, and state and local ordinances increasingly began requiring them in residences.
111. By 1974 the Underwriters Laboratory, a global independent safety science company that tests, validates, and certifies products to ensure they meet stringent national and international safety standards, published UL 217, the first major smoke-alarm performance standard, an important marker that the technology had moved from experimental equipment toward standardized residential safety equipment.
112. The Life Safety Code (NFPA 101) was passed by the NFPA in 1976, and was the first document that stated smoke alarms are required in every home.¹⁸
113. By 1980, substantial empirical evidence from residential fires had established that smoke detectors provided early warning and could substantially reduce the risk of death in residential fires.
114. In October 1978, the federal government expressly told occupants of “homes or apartments” that smoke detectors provide early warning and enable safe escape.

¹⁸ NFPA Life Safety Code-1976 Edition. Section 11-6 One and Two Family Dwellings S11-6.3.2.1 “An approved smoke detector powered by the house electric service shall be installed in an approved manner in every dwelling unit. When activated, the detector shall initiate an alarm which is audible in the sleeping rooms.”

115. In a press release entitled “*Protect The Ones You Love*” the Consumer Product Safety Commission stated that smoke detectors alert sleeping occupants to fires and that many states and municipalities had already enacted requirements for homes and apartments. <https://www.cpsc.gov/Newsroom/News-Releases/1979/Protect-The-Ones-You-Love?>

116. The Consumer Product Safety Commission estimates that as of 2024, over 99% of the homes in the United States have at least one smoke detector. <https://www.nfpa.org/education-and-research/home-fire-safety/smoke-alarms/smoke-alarm-use-in-the-united-states>

DEFENDANTS PLACE PROFITS ABOVE HUMAN LIFE

117. There can be no debate that by June 13, 2026, smoke detectors save lives, and there can be no debate that the Defendants knew smoke detectors save lives.

118. The Defendants had, and continue to this day have, the power to refuse to list for rent on their platforms, or remove from those platforms, any accommodation that does not have smoke detectors complying with the VRBO Safety Essentials Requirements.¹⁹

119. For years prior to the Fire, at all times leading up to and at the time of the Fire, and at all times since the Fire up through the date of the filing of this Complaint, the

¹⁹ “We may also remove properties from our websites if alternative accommodation owners or operators do not provide information we require to comply with applicable regulations, or at the request of governments.” Expedia Group, Inc. February 13, 2026 10-K, page 17.

Defendants, long time, sophisticated leaders in the alternative accommodations industry, had reason to know, and have known, that smoke detectors save lives.²⁰

120. Why else would Defendants have required accommodations listed on their platforms for rent by the public, including the Apartment, be equipped with the VRBO Safety Essentials Requirements if the Defendants did not recognize smoke detectors save lives?

121. On information and belief, for years prior to the Fire, at all times leading up to and at the time of the Fire, and at all times since the Fire up through the date of the filing of this Complaint, Defendants permitted and continue to permit, hosts to list and rent on their platforms accommodations that are not in compliance with the smoke detector VRBO Safety Essentials Requirements.

122. In doing so, Defendants have gambled, and continue to gamble, with the lives and safety of persons using their platforms.

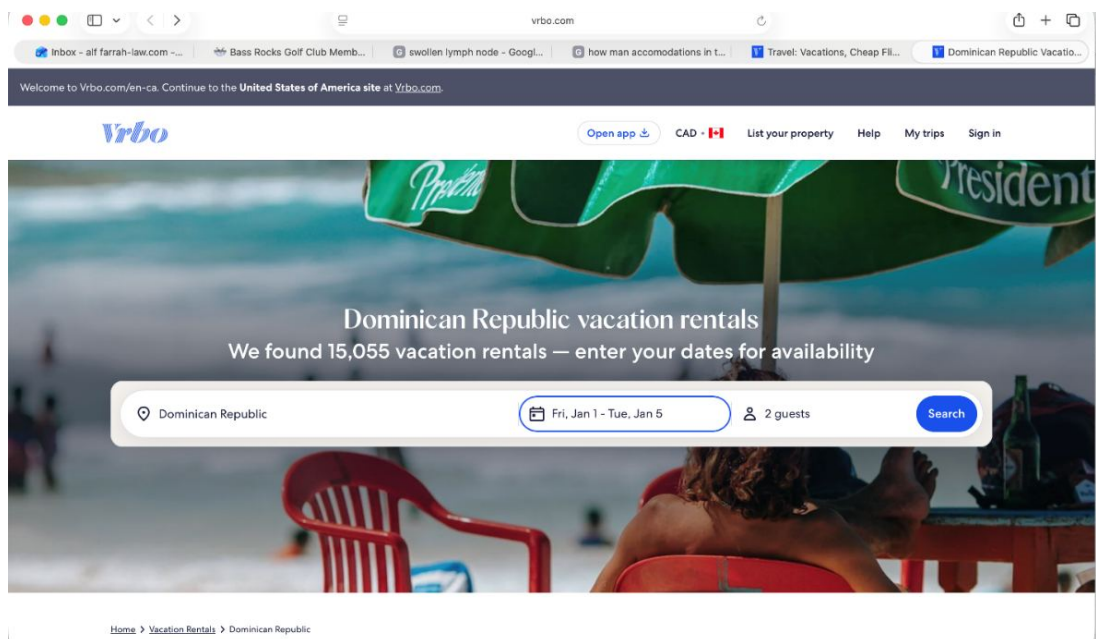
123. Defendants did so, and continue to do so, apparently because they value profits over human lives.

**DEFENDANTS GAMBLED, AND CONTINUE TO GAMBLE,
WITH PEOPLE'S LIVES**

124. The VRBO platform lists thousands of accommodations in the Dominican Republic each day.

²⁰ **Traveler Account Termination Policy:** Expedia Group's marketplace policies explicitly state that tampering with or disabling safety equipment—such as a smoke detector—is considered a severe offense that can result in immediate traveler account termination. <https://www.expediagroup.com/en-us/marketplace-policies>

125. According to its website, VRBO currently has over 15,000 accommodations for rent in the Dominican Republic. Exhibit C.



126. On July 22, 2026, 40 days after the Fire, Plaintiffs' counsel ("Counsel")²¹ conducted a random search of three different locations in the Dominican Republic to see what percentage of available accommodations were equipped with smoke detectors.

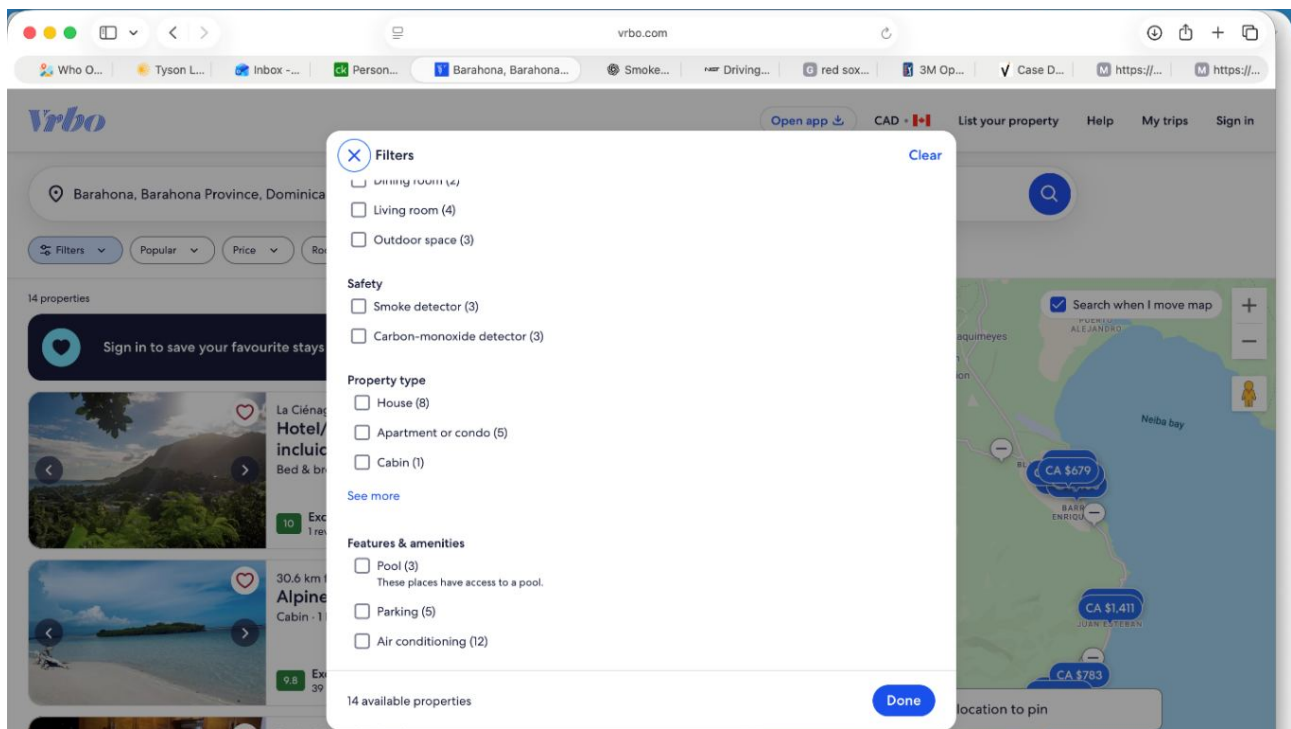
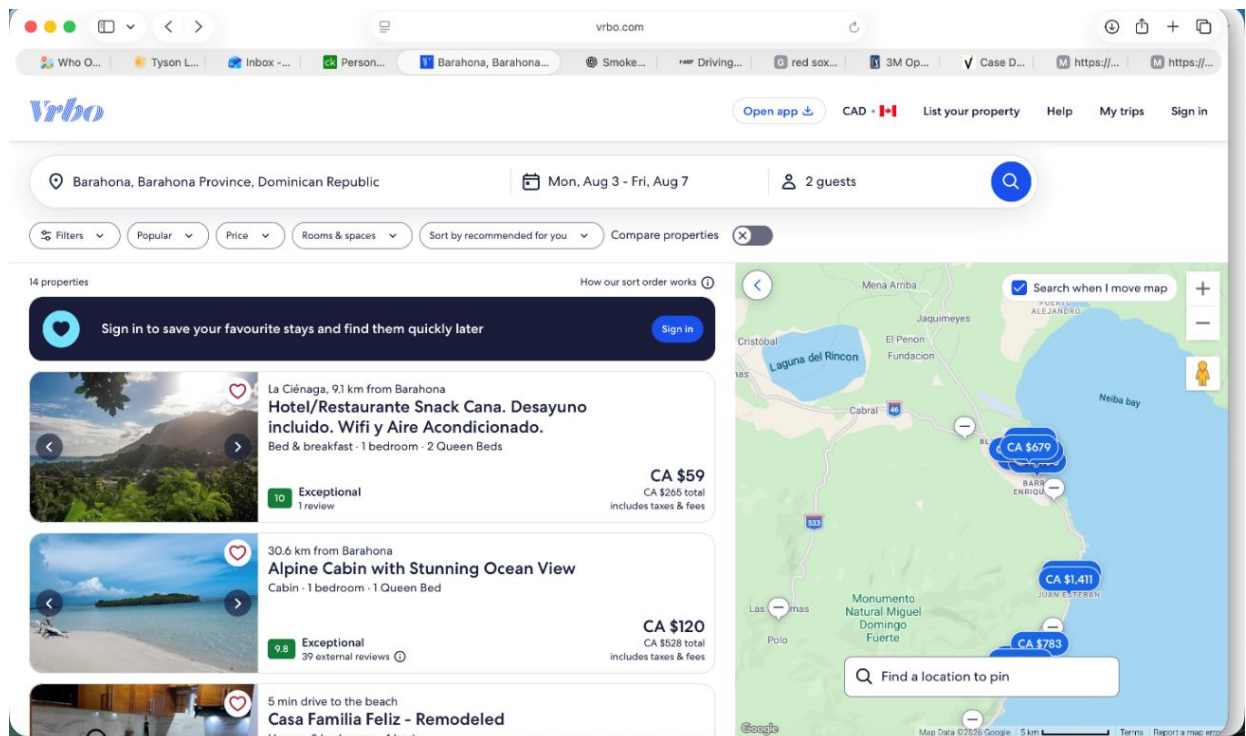
127. Parameters inputted were an accommodation for two arriving August 3, 2026 and leaving August 7, 2026. The locations searched were Barahona, Barahona Province; La Cienaga, Barahona Province and Caño Seco, Las Terrenas, Samaná.

128. The results were as follows²²:

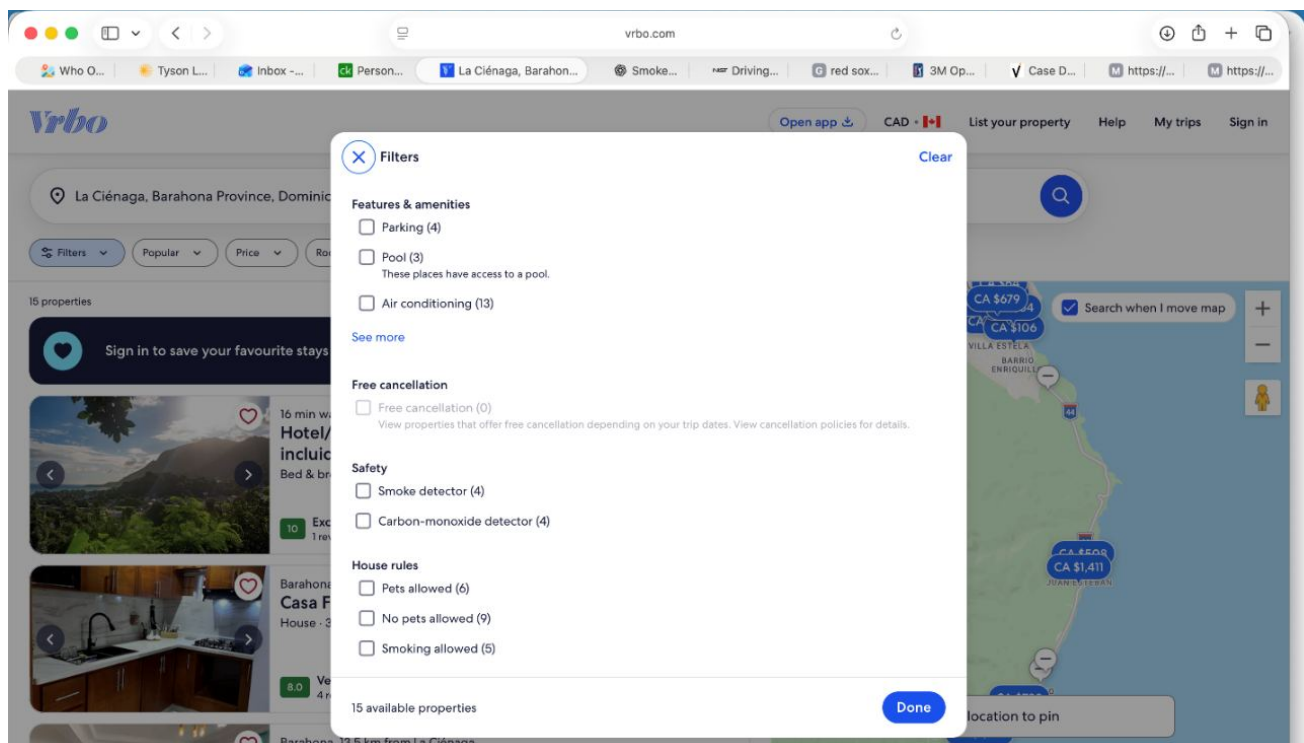
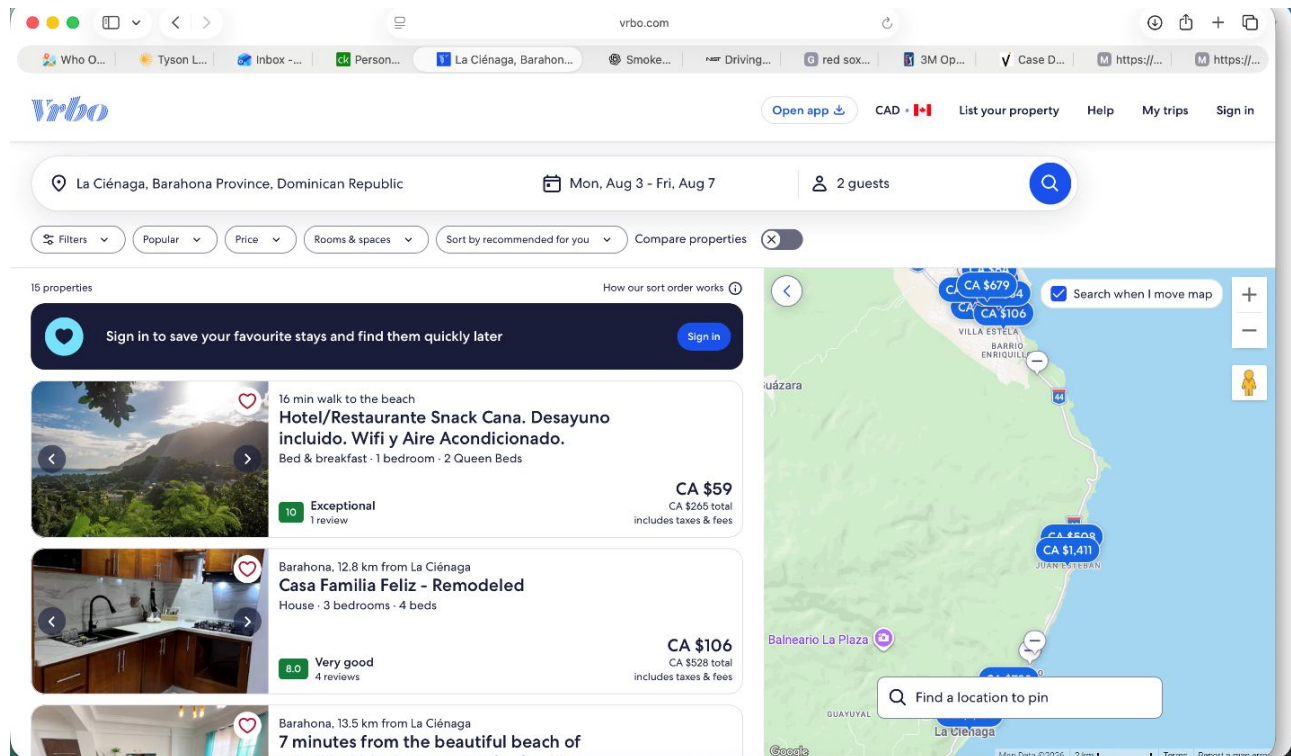
²¹The term "Counsel" includes any of the several attorneys representing Plaintiffs.

²² To determine what percentage of the available accommodations in a particular location are equipped with smoke detectors, go to the VRBO home page, vrbo.com, choose a particular location, insert the dates of stay and number of occupants, and click on the search button. The number of properties fitting those requirements will be displayed. To learn how many of those properties are equipped with smoke detectors, click the "Filter" button just above the total number of available properties. A "Filters" pop up screen will appear. Scroll down to the "Safety" section where the number of accommodations with smoke detectors will be displayed.

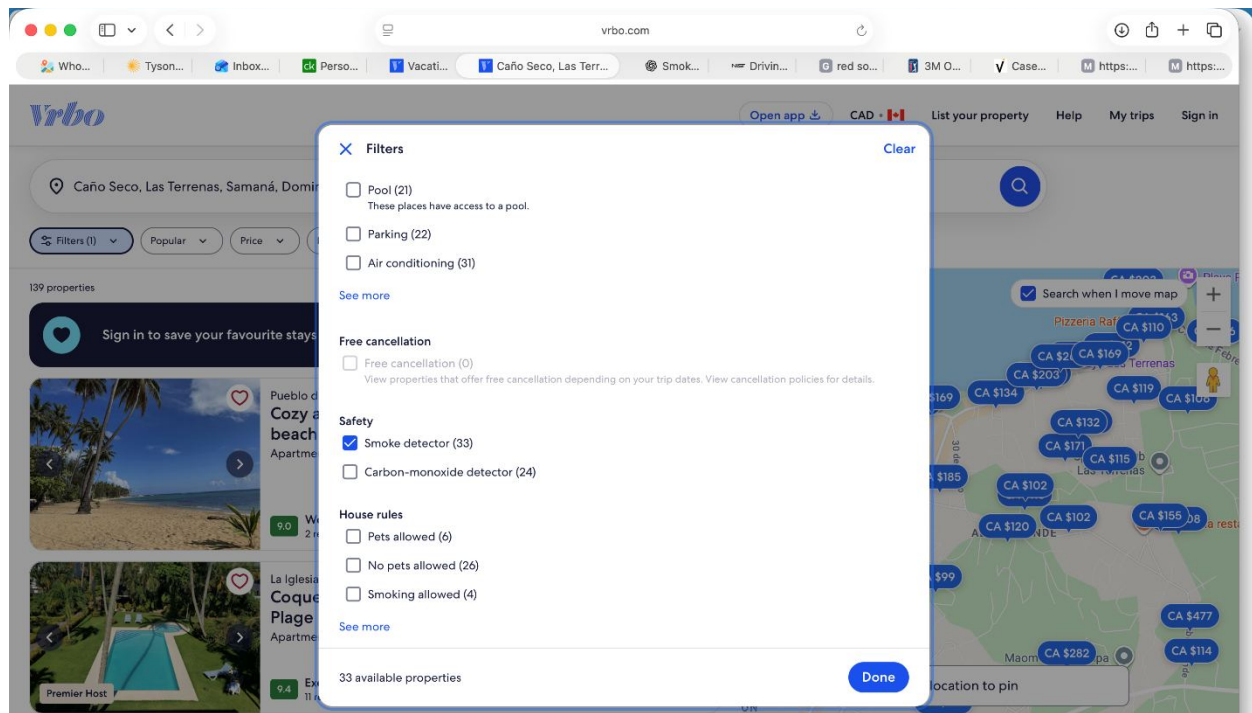
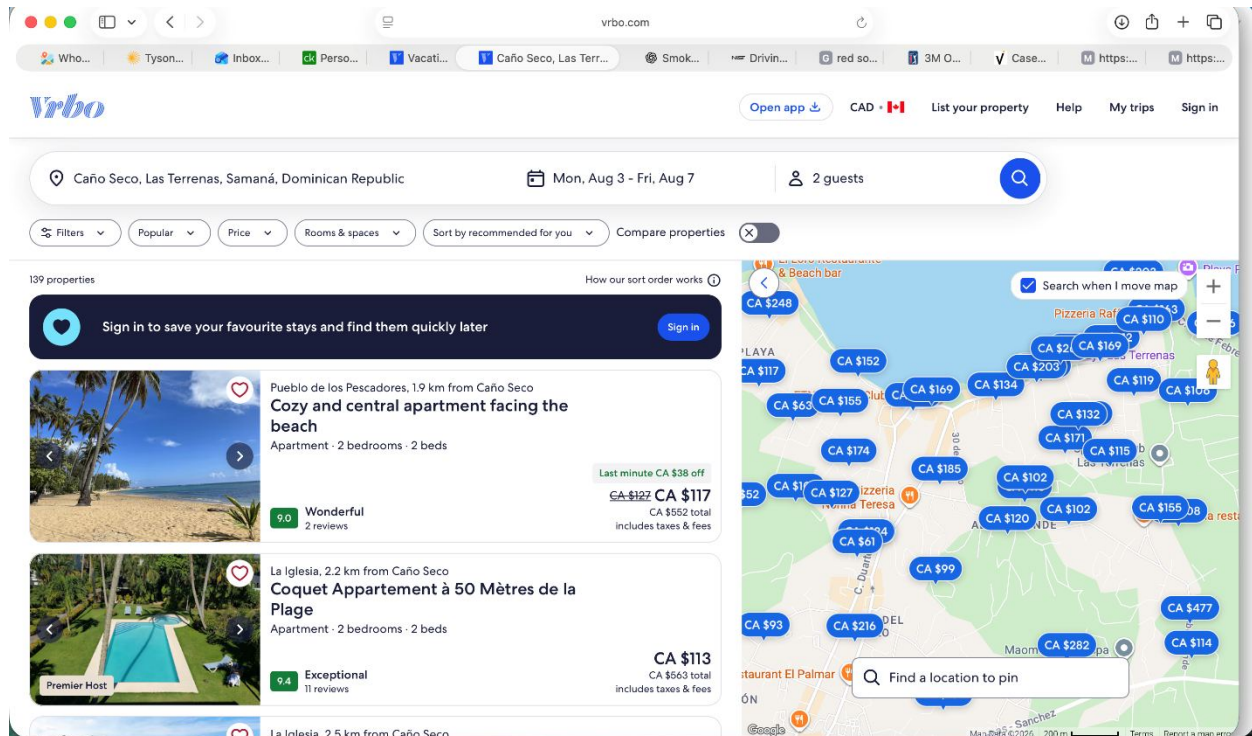
- Barahona, Barahona Province - 14 properties available - 3, or 17%, had smoke detectors; Exhibits D1 and D2



- La Cienaga, Barahona Province - 15 properties available - 4, or 21%, had smoke detectors; Exhibits E1 and E2



- Caño Seco, Las Terrenas, Samaná - 139 properties available - 33, or 19%, had smoke detectors; Exhibits F1 and F2



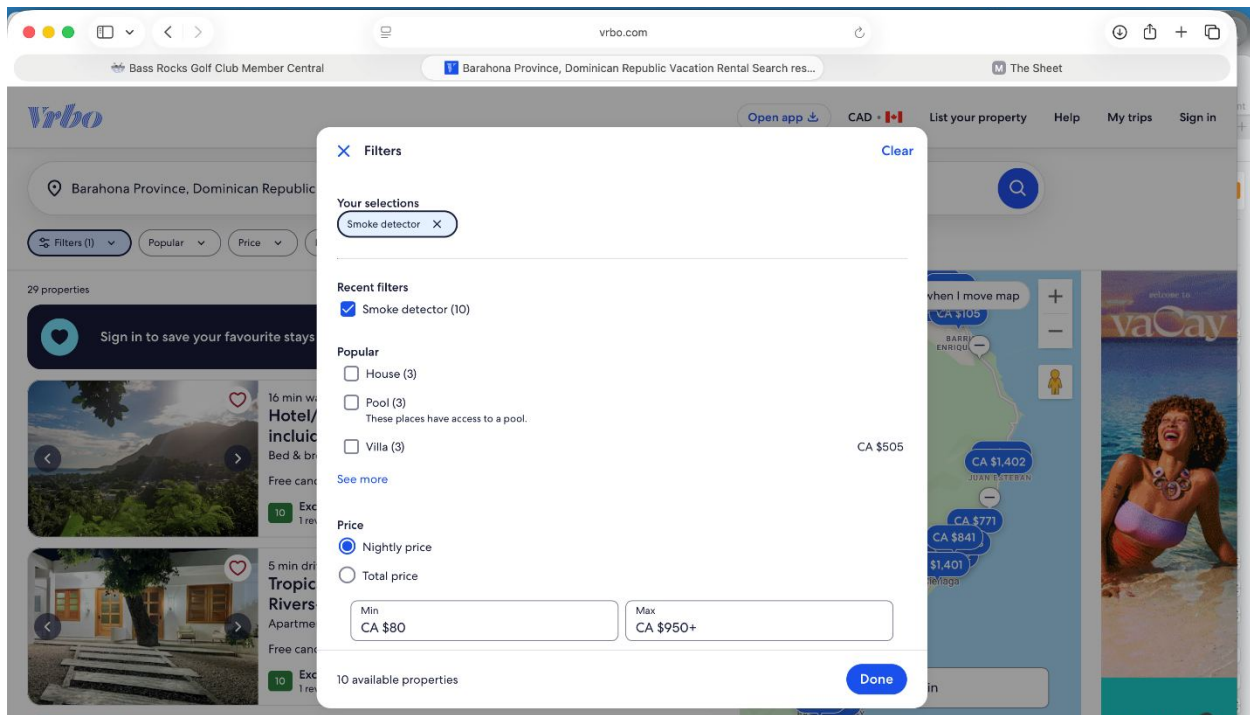
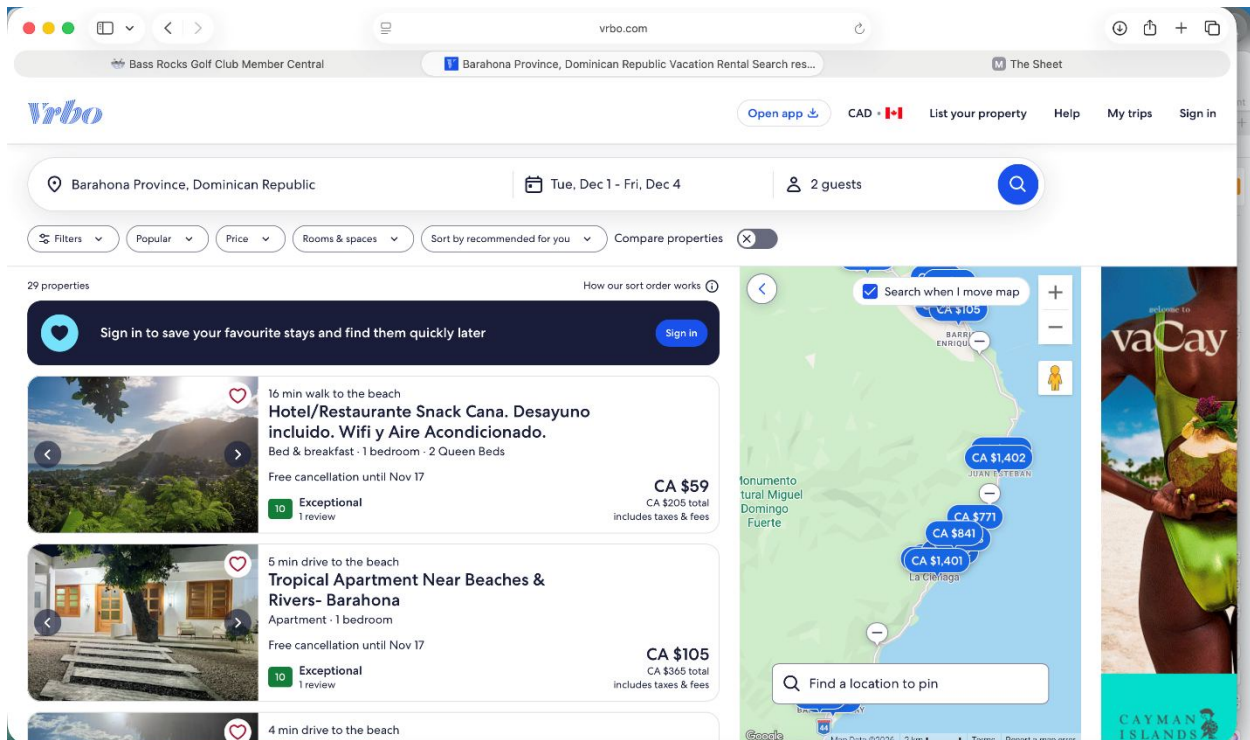
129. On August 1 and 2, 2026, Plaintiffs' counsel conducted a second random search of the same three locations in the Dominican Republic to see what percentage of available accommodations were equipped with smoke detectors.

130. The parameters input were for an accommodation for two arriving December 1, 2026 and leaving December 4, 2026. The locations searched were Barahona, Barahona Province; La Cienaga, Barahona Province and Caño Seco, Las Terrenas, Samaná,

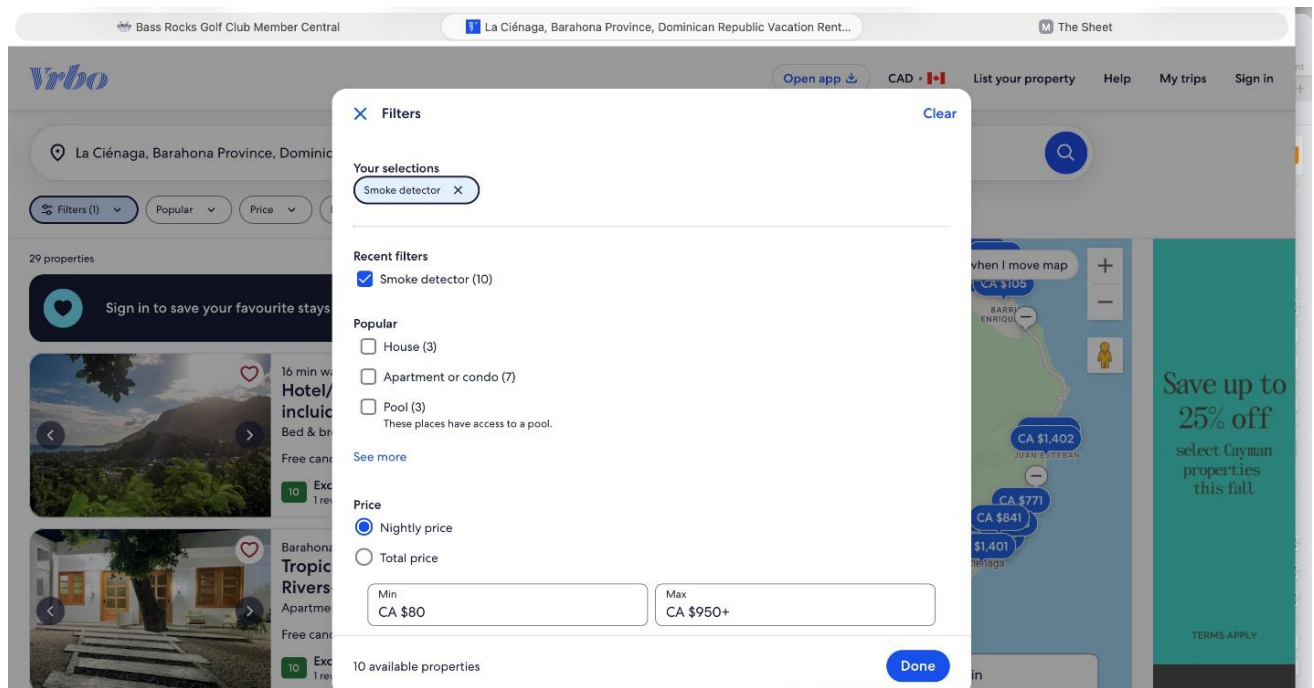
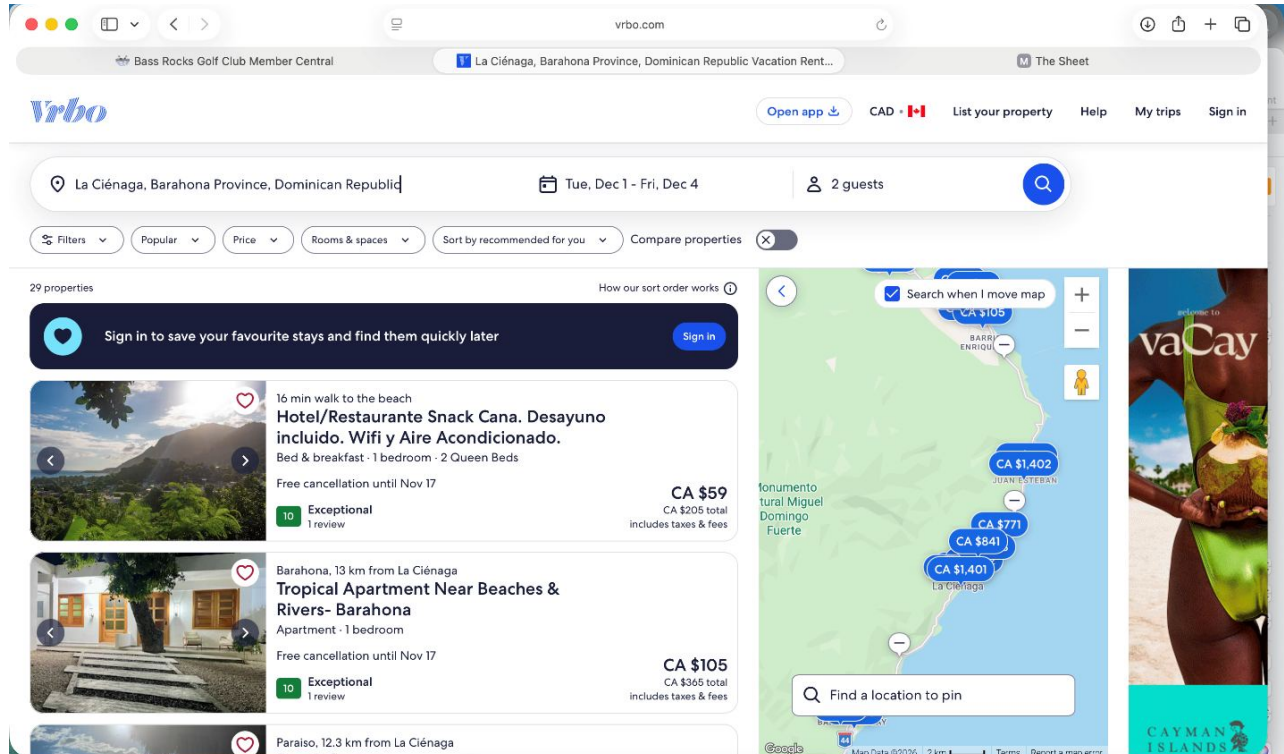
131. The results are as follows:

[Continued on next page]

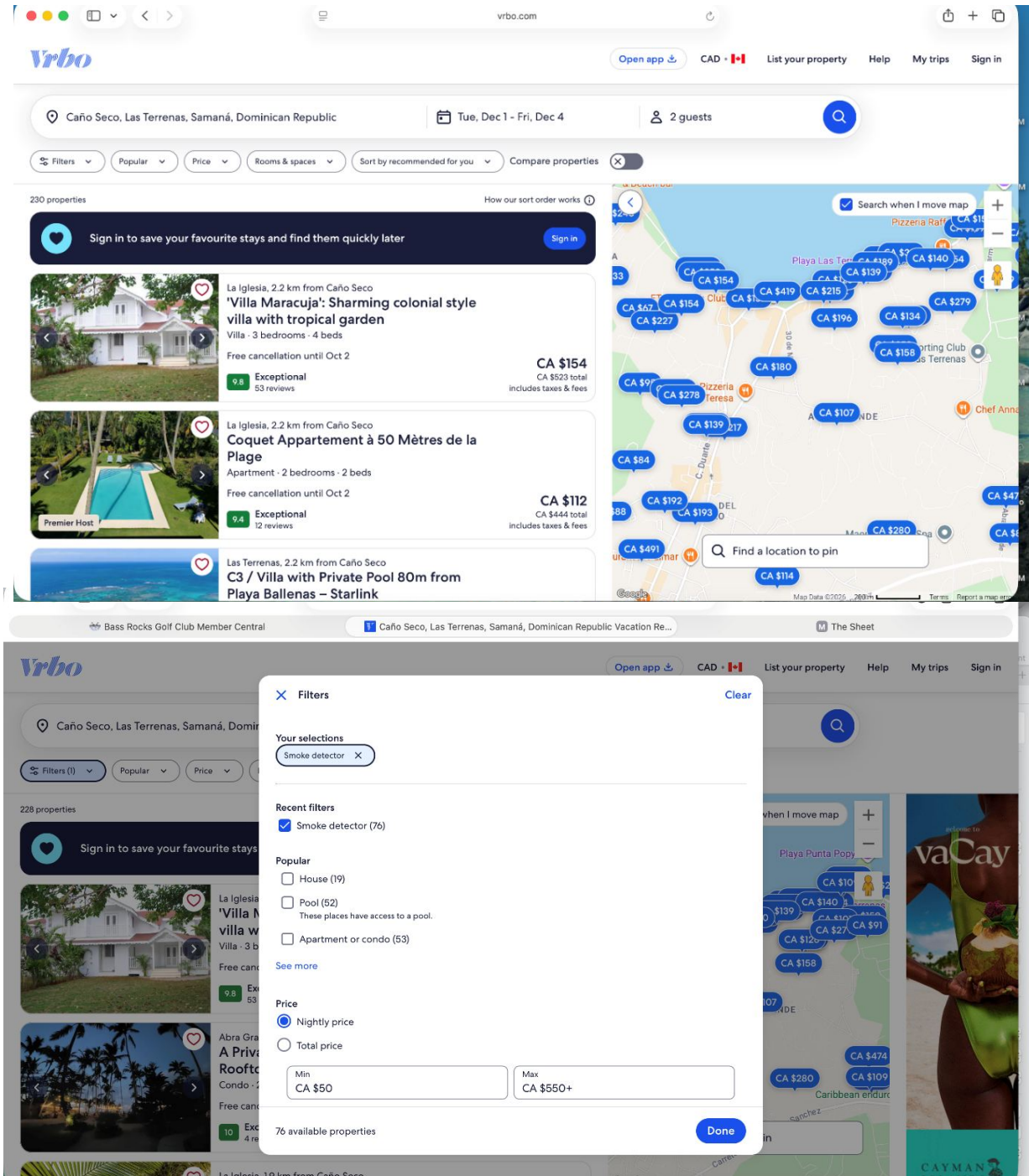
- Barahona, Barahona Province - 29 properties available - 10, or 34%, had smoke detectors; Exhibits G1 and G2



- La Cienaga, Barahona Province - 29 properties available - 10, or 34%, had smoke detectors; Exhibits. H1 and H2



- Caño Seco, Las Terrenas, Samaná - 228 properties available²³ - 76, or 33%, had smoke detectors; Exhibits. I1 and I2



²³ Original search resulted in 230 properties available. A day later, the results showed 228 properties which was used for the numbers listed in Exhibit I2.

132. Assuming these results are representative of the rest of the Dominican Republic, forty days after four persons perished in the Fire, 80% of the available accommodations in the Dominican Republic VRBO was hosting on its platform at the time of the July 22, 2026 searches were potential death traps, with no smoke detectors and forty eight days after the Fire, 66% of the available accommodations in the Dominican Republic VRBO was hosting on its platform at the time of the August 1 and August 2, 2026 searches were potential death traps, with no smoke detectors.
133. Plaintiffs' claims arise from Defendants' own conduct in designing, operating, and monetizing a commercial lodging marketplace and booking system, including (a) Defendants' creation and publication of safety standards and safety-related platform guidance; (b) Defendants' onboarding prompts and safety-status data collection; (c) Defendants' design decisions governing how safety information is displayed, warned, and acknowledged in the search and booking flow; and (d) Defendants' decisions to permit, distribute, and promote listings despite known, self-disclosed noncompliance with basic life-safety requirements. Plaintiffs do not seek to hold Defendants liable for the content of a host's narrative description of a property, but for Defendants' own system design choices, omissions, and conduct that created and increased foreseeable risks of physical harm.

Count One
Negligently Listing on a Platform and Permitting Occupancy
of an Accommodation with No Smoke Detectors

134. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.

135. Defendants affirmatively created and operated a lodging system, represented that system as safe and trustworthy, undertook safety-related functions, and then negligently performed those functions.
136. Defendants did not merely publish a passive classified advertisement. They created, designed, operated, and controlled a system through which strangers obtained access to residential lodging; Defendants represented the system and/or listings as safe, reliable, secure, or otherwise trustworthy; they established standards and rules; and they reserved the ability to investigate, suspend, remove, or refuse listings.
137. Defendants themselves established and communicated the applicable safety standard and duty for hosts. In their safety guidance, Defendants required hosts to install smoke and carbon monoxide alarms outside sleeping areas and/or in bedrooms, interconnect alarms so that activation of one causes all to sound, and install visual/flashing alarms for persons with hearing impairments.
138. These are not speculative or novel precautions. They are specific, technologically feasible, inexpensive, and directly designed to provide occupants with timely warning of fire and carbon monoxide hazards.
139. By the date of the Fire, Defendants had already determined what reasonable safety required. They specifically identified smoke and carbon monoxide alarms as necessary safety devices, instructed hosts where those alarms should be located, recognized the importance of interconnection so that a fire detected in one part of the premises would alert occupants elsewhere, and recognized the need for visual alarms for hearing-impaired occupants.

140. Having identified these precautions as necessary to protect guests, Defendants cannot credibly contend that the absence of those same precautions was unforeseeable or that their implementation was impractical.
141. Defendants, experienced alternative accommodations platform hosts, had a duty to protect the Family from reasonably foreseeable risks of harm that might occur in occupying the Apartment.
142. There is no logical, legal or safety reason Defendants should allow the rental to guests of any accommodations that hosts have disclosed do not contain smoke detectors.
143. That persons would be injured and die in a fire in an accommodation that had no smoke detectors was a foreseeable risk of harm, known to Defendants.
144. Defendants negligently listed on the VRBO platform and permitted the Family and Griselda to occupy the Apartment, knowing the Apartment had no smoke detectors and thereby failed in their duties to the Family and Griselda.
145. As a direct and proximate cause of Defendants' actions in doing so, four persons suffered and died in the Fire and all Family members and Griselda, and each Plaintiff, suffered and will continue to suffer for the rest of their lives, extreme physical and emotional injuries. Eldwin Salas suffered and will continue to suffer extreme physical emotional injuries.
146. Had the Apartment been equipped with working smoke detectors, the detectors would have activated within moments of the Fire's ignition, providing early warning sufficient for the Family and Griselda to wake and evacuate the Apartment through the available means of egress before the Fire progressed to the point of making escape

impossible. On information and belief, it is more likely than not that had smoke detectors been present and functioning, all four decedents would have received adequate warning to escape the Apartment and would have survived the Fire and the Family and Griselda would have escaped with minimal, if any, injuries.

Count Two
Negligently Permitting Occupancy
of an Accommodation that Did Not
Comply with VRBO Safety Essentials Requirements.

147. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.
148. By requiring hosts comply with the VRBO Safety Essentials Requirements, Defendants themselves identified the specific safety duty and standards that a reasonably careful/responsible alternative accommodation host should take.
149. By requiring hosts comply with the VRBO Safety Essentials Requirements, Defendants themselves identified the specific safety duty and standards that a reasonably careful/responsible alternative accommodation hosting platform should require as a condition of agreeing to list an accommodation for rent on that platform.
150. The evidence, including NFPA 72, applicable smoke-alarm statutes, long-established scientific evidence that smoke alarms save lives, Defendants' own safety policies, their knowledge of the risks, the feasibility and low cost of compliance, and Defendants' requirement that hosts comply with VRBO Safety Essentials Requirements, demonstrates that Defendants identified the specific safety duty and standards that a reasonably careful hosting platform, such as the one Defendants operated, should require its hosts to follow.

151. Defendants knew the Apartment did not comply with VRBO Safety Essentials Requirements.
152. Requiring such precautions of its hosts is meaningless and of no value if those in control of a hosting platform, such as the Defendants, fail to enforce them.
153. In listing the Apartment for rent on Defendants' platform, its owners certified the Apartment had no smoke detectors.
154. In doing so, they admitted the Apartment did not comply with VRBO Safety Essentials Requirements.
155. At all times leading up to the morning of June 13, 2026, Defendants knew the Apartment did not comply with VRBO Safety Essentials Requirements.
156. Despite such knowledge, Defendants negligently failed to enforce their own safety requirements and negligently failed to implement reasonable safety mechanisms within their listing, search and booking system (such as filters, warnings, interstitial acknowledgments, or booking restrictions), to prevent or meaningfully warn of self-disclosed non-compliance with basic life-safety requirements, and therefore negligently permitted Lucy to rent the Apartment.
157. That persons would be injured and die in a fire in an accommodation that did not comply with VRBO Safety Essentials Requirements was a foreseeable risk of harm, known to Defendants.
158. As a direct and proximate cause of Defendants' failure to assure that the Apartment complied with VRBO Safety Essentials Requirements, the Fire happened, four persons suffered and died and all Family members and Griselda, including each

Plaintiff, suffered and will continue to suffer for the rest of their lives, extreme physical and emotional injuries.

Count Three
Willful, Wanton and Reckless Disregard for Human Life

159. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.

160. Defendants made a strategic choice to permit guests to occupy accommodations in the Dominican Republic, including the Apartment, they knew had no smoke detectors and thus violated VRBO Safety Essentials Requirements.

161. Such a choice, ongoing to this very day, shows Defendants' willful, wanton and reckless disregard for the safety of its guests, and human life in general, and their ongoing, conscious decision to place profits ahead of the lives and safety of their guests.

162. As a direct and proximate cause of Defendants' willful, wanton and reckless disregard for the safety of its guests, and human life in general, the Fire happened, four persons suffered and died and all Family members and Griselda, including the Plaintiffs, suffered and will continue to suffer for the rest of their lives, extreme physical and emotional injuries.

Count Four
Special Relationship and Failure to Warn

163. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.

164. Plaintiffs and Defendants entered into a relationship whereby Plaintiffs had a reasonable expectation Defendants would take affirmative protective action in connection with the safety of the Apartment.
165. At all times pertinent hereto, Defendants, sophisticated and experienced operators of alternative accommodations' platforms, possessed a) the ability to anticipate the foreseeable risk of harm entailed in permitting to be advertised on those platforms, and occupied by guests, alternative accommodations bereft of smoke detectors, particularly after establishing VRBO Safety Essentials Requirements, and b) the power to exclude from those platforms accommodations the did not possess smoke detectors complying with VRBO Safety Essentials Requirements.
166. Defendants' ability to anticipate that foreseeable risk of harm, and their power to exclude non-compliant listings from their platforms, were not passive or incidental; Defendants instead designed their listing and booking platforms, as alleged above, so that a listing's amenities, bedrooms, bathrooms, air conditioning, and the like, were presented prominently and by default as part of the primary presentation used to induce a consumer to book, while information regarding a listing's compliance or non-compliance with VRBO Safety Essentials Requirements was presented, if at all, only within a secondary "Safety" subsection that a consumer had to affirmatively locate and review separately from that primary presentation.
167. Defendants' own sophistication, and the deceptive design of their platforms described above, demonstrate that Defendants could and did anticipate that guests would rely on the prominent, amenity-focused booking presentation without

independently seeking out the secondary safety disclosure, and that Defendants' own design choices made that reliance, and the resulting risk of harm from an undisclosed lack of a smoke detector, foreseeable and likely.

168. In these circumstances, if appropriate, as a matter of law and public policy, to impose an affirmative duty on Defendants to refuse to permit listings on their platforms that failed to comply with VRBO Safety Essentials Requirements.

169. The failure of Defendants to refuse to permit listings on their platforms that failed to comply with VRBO Safety Essentials Requirements was a direct and proximate cause of the ongoing injuries and damages suffered by Plaintiffs.

170. If Defendants refused to permit the Apartment to be listed on their platforms, these tragic losses, injuries and damages would not have occurred.

171. Independent of, and in addition to, Defendants' duty to refuse to permit non-compliant listings, the special relationship between Plaintiffs and Defendants, together with Defendants' superior and, on information and belief, exclusive knowledge that the Apartment lacked a smoke detector, gave rise to a duty on the part of Defendants to adequately warn Plaintiffs of that known, undisclosed danger before Plaintiffs' stay.

172. Defendants breached that duty to warn by failing to adequately warn Plaintiffs at, before, or after booking, that the Apartment lacked a smoke detector.

173. Defendants knew the danger posed by the absence of a smoke detector in the Apartment, yet Defendants failed to adequately warn Plaintiffs of that known danger.

174. Defendants' failure to adequately warn Plaintiffs of the known absence of a smoke detector in the Apartment was negligent, and was a direct and proximate cause of the ongoing injuries and damages suffered by Plaintiffs.

175. Such injuries and damages would not have occurred had Defendants adequately warned Plaintiffs, before their stay, that the Apartment lacked a smoke detector in compliance with VRBO Safety Essentials Requirements.

Count Five
Negligent Infliction of Emotional Distress

176. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.

177. As a direct and proximate result of Defendants' collective negligence, Plaintiffs who were in the Fire experienced severe emotional distress and physical harm manifested by objective symptomatology corroborating that emotional distress, at the time of the Fire, including fearing for their lives, as well as headaches, sleeplessness, difficult concentrating and ongoing psychological trauma due to the experiences they went through and difficulties living an ordinary day-to-day life resulting from their injuries.

178. Upon learning of the Fire, Eldwin Salas took the next available flight to the Dominican Republic and rushed as quickly as possible to the hospital to see his mother, sister and two daughters.

179. He remained in the Dominican Republic with them, arranging for two funerals and caring for his daughters.

180. Eldwin Salas has experienced severe emotional distress and physical harm manifested by objective symptomatology corroborating that emotional, distress, headaches, sleeplessness, difficult concentrating both upon hearing that his mother, sister and daughters had been in a fire, upon seeing them in the hospital, then watching his mother and sister die and caring for his daughters, up through the present day.

181. A reasonable person in the position of each Plaintiff at the Fire would have suffered emotional distress under the same circumstances, specifically, for those Plaintiffs, in the Fire fearing for their lives, and seeing the anguish those persons in the Fire, including the death of four persons. These losses are continuing.

182. A reasonable person in the position of Plaintiff Eldwin Salas would have suffered emotional distress under the same circumstances, specifically, upon hearing that his mother, sister and daughters had been in a fire, upon seeing them in the hospital, then watching his mother and sister die and caring for his daughters. These losses are continuing.

183. Plaintiffs are entitled to damages for negligent infliction of emotional distress.

Count Six
Intentional Infliction of Emotional Distress

184. Plaintiffs reallege and incorporate by reference each and every allegation contained in the preceding paragraphs in full.

185. Defendants knew or should have known that emotional distress was the likely result of their conduct in permitting the Apartment, which had no smoke detectors, to be advertised for rent on their platforms to the Family.

186. Such conduct was extreme and outrageous, beyond all possible bounds of decency and utterly intolerable in a civilized community.

187. Defendants' conduct was direct cause of Plaintiffs' emotional distress which has been, is, and will continue to be, severe and of a nature that no reasonable person could be expected to endure.

Prayer for Relief

WHEREFORE, Plaintiffs pray for judgment against Defendants awarding the following:

- A. Special damages for all past, present, and future medical costs made necessary by Defendants' negligence, in a sum to be proven at trial and including, but not limited to, medical care, psychological treatment, and other care;
- B. General damages for severe physical injury and disability, mental suffering, inconvenience, and the loss of enjoyment of life;
- C. Damages for loss of future earning capacity;
- D. Damages for care gratuitously rendered;
- E. Injury to the parent-child relationship;
- F. Plaintiffs' costs and attorneys' fees resulting from this action, together with interest on past and future special and general damages from the date of the injury at the legal rate until paid, and interest on any judgment awarded herein at the legal rate until paid; and
- G. For such other relief as the Court deems just and proper.

Dated this 22nd day of September, 2026.

DIAMOND MASSONG, PLLC

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**Pro Hac Vice Applications to be Filed*

Attorneys for Plaintiffs

EXHIBIT A

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Vrbo Ad ·

Your home could be a traveler's sanctuary—and you could earn extra income when you host your property on [#Vrbo](#).

EARN WITH VRBO



VRBO.COM/LIST

Host & earn with Vrbo!

Get started today.

Learn more

EXHIBIT B

Trip Boards
 Log in

FILTERS +

Search Help

← Back

Your Listing

Location and Map

Description

Contacts

Your Photos

Video

Amenities

Rates

Subscriptions

Help Home /Your Listing /Description

About safety essentials for your property

It's important that your property complies with the regional laws and regulations for safety. The following guidelines help you keep your guests and your holiday rental properties safe.

Add this information to your listing using your Vrbo dashboard, under **Home safety features**.

Fire safety

Smoke and carbon monoxide alarms

Note: When onboarding a new property, you will be prompted to indicate whether your property has a smoke or carbon monoxide alarm. If you have not provided this information for an existing property, you will see a **Top Task** in your Vrbo dashboard prompting you to add it.

- Follow Red Cross guidelines on how many devices to install.
- Install a smoke and carbon monoxide alarm outside each sleeping area and/or in the bedroom.
- Wire alarms together so that if one sounds, they all sound.
- Install flashing alarms for people who are hearing impaired.
- Test alarms once a month and replace batteries frequently (recommended replacement schedule is once a year).

Fire extinguishers

- Install high on the wall, near an exit, away from heat sources, and out of reach of children.
- If extinguishers are not in plain sight, notify guests where they can be found.
- Ensure that extinguishers are properly charged and ready to use.
- If your extinguisher is designed for one-time discharge, replace it immediately after use.

EXHIBIT C

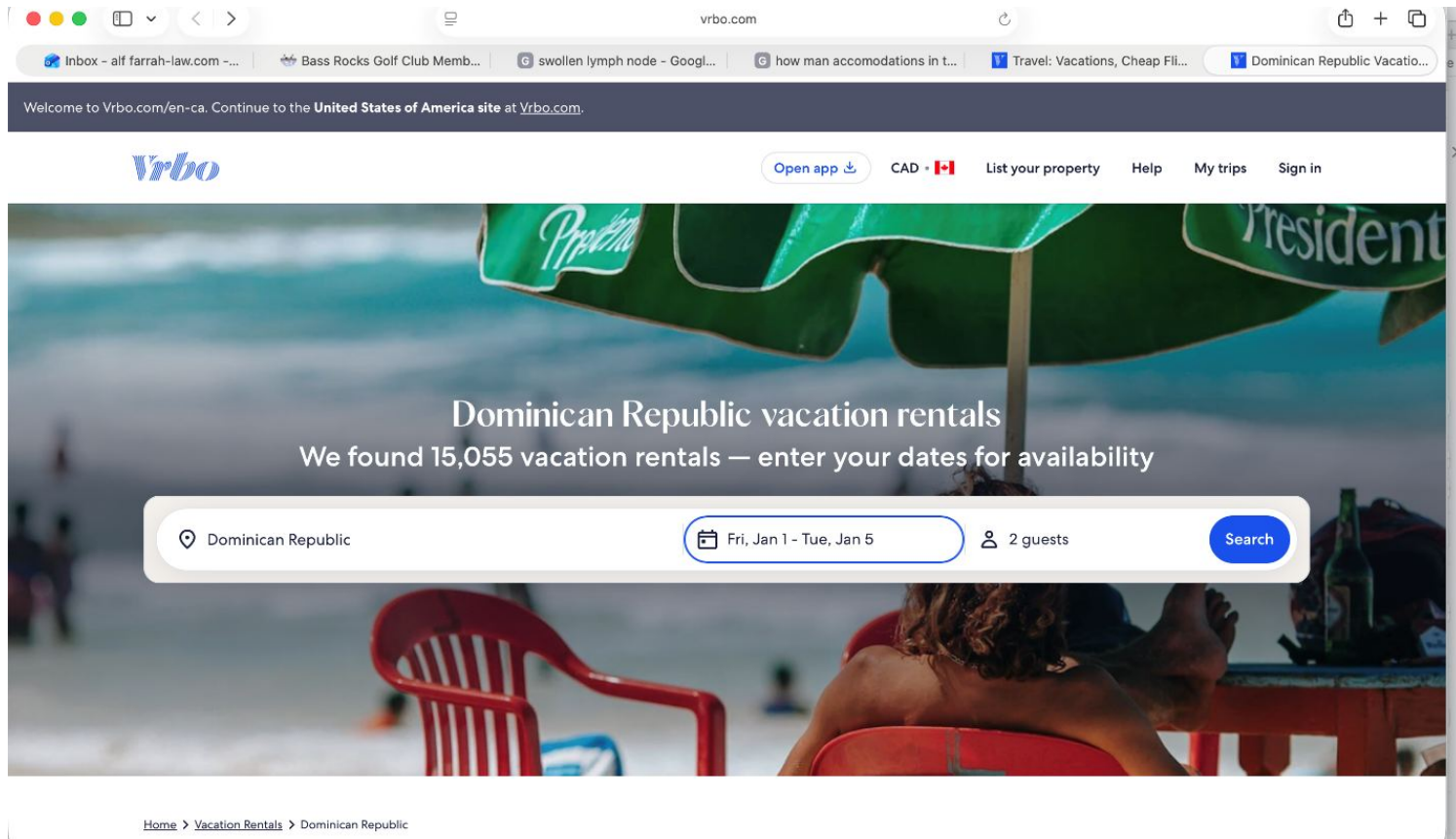


EXHIBIT D1

vrbo.com

Who O... Tyson L... Inbox -... Person... Barahona, Barahona... Smoke... Driving... red sox... 3M Op... Case D... https://... https://...

Vrbo

Open app CAD + List your property Help My trips Sign in

Barahona, Barahona Province, Dominican Republic Mon, Aug 3 - Fri, Aug 7 2 guests

Filters Popular Price Rooms & spaces Sort by recommended for you Compare properties

14 properties How our sort order works

Sign in to save your favourite stays and find them quickly later Sign in

La Ciénaga, 9.1 km from Barahona
Hotel/Restaurante Snack Cana. Desayuno incluido. Wifi y Aire Acondicionado.
Bed & breakfast · 1 bedroom · 2 Queen Beds
10 Exceptional 1 review
CA \$59
CA \$265 total includes taxes & fees

30.6 km from Barahona
Alpine Cabin with Stunning Ocean View
Cabin · 1 bedroom · 1 Queen Bed
9.8 Exceptional 39 external reviews
CA \$120
CA \$528 total includes taxes & fees

5 min drive to the beach
Casa Familia Feliz - Remodeled
House · 3 bedrooms · 4 beds

EXHIBIT D2

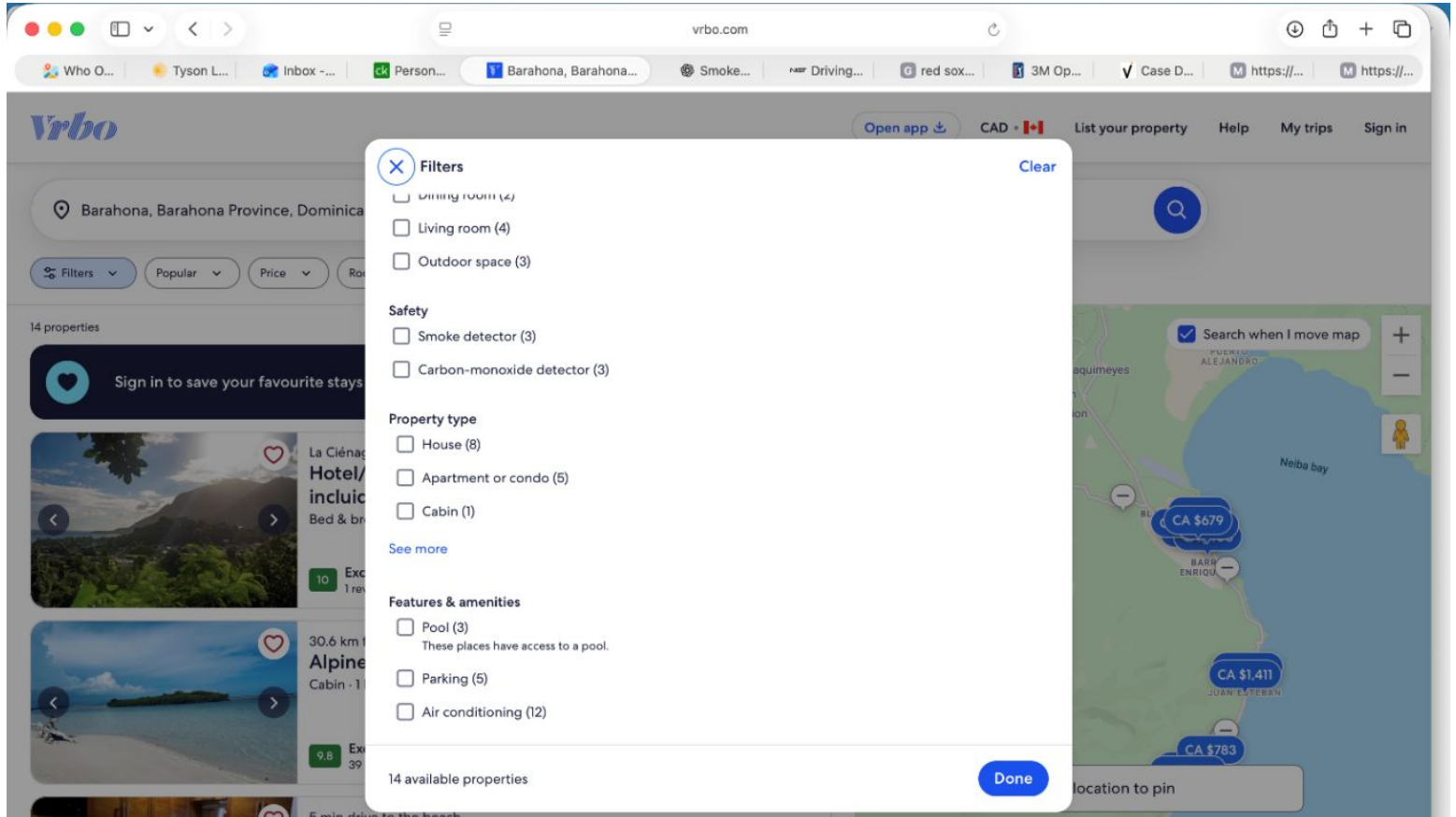


EXHIBIT E1

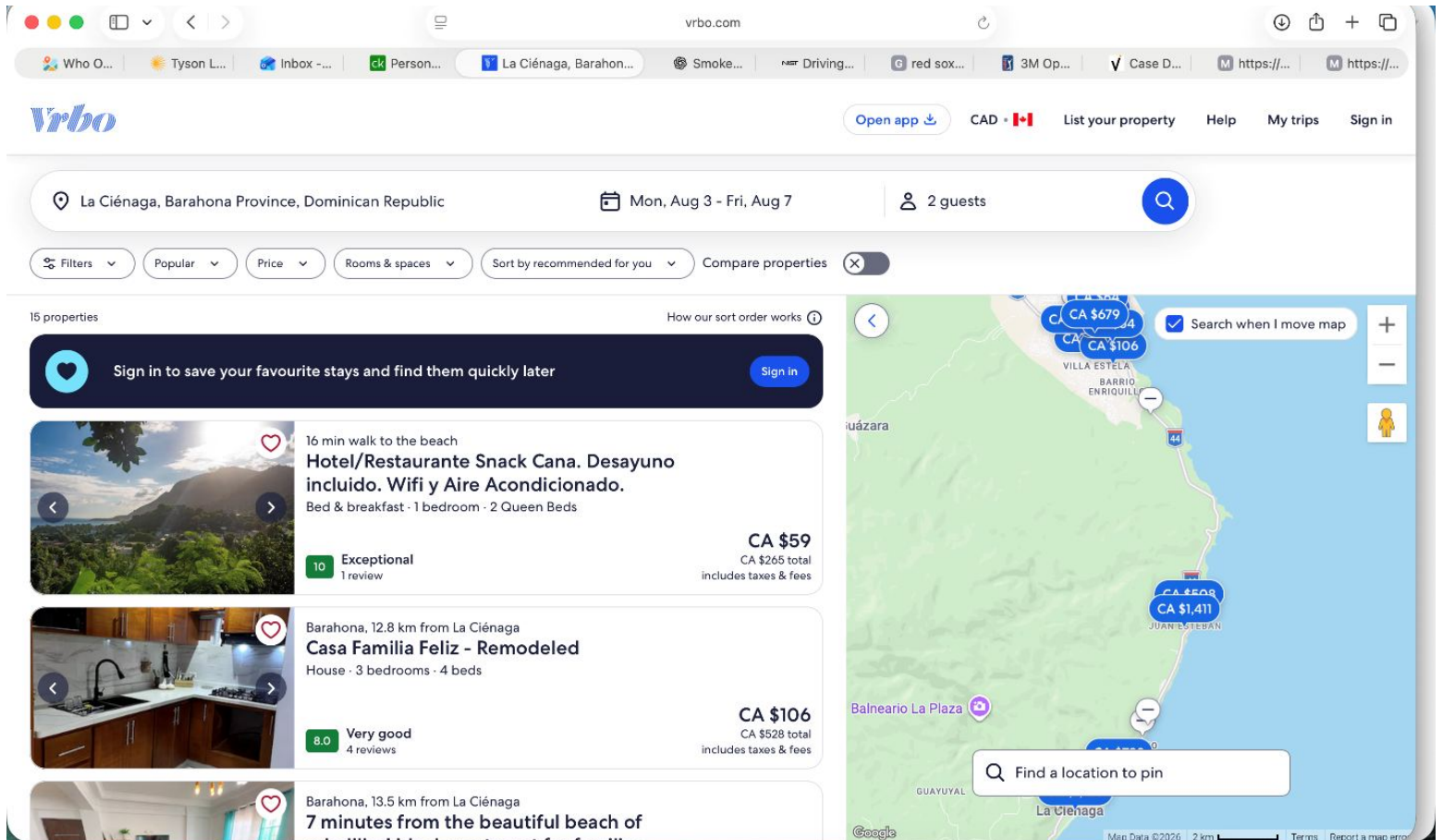


EXHIBIT E2

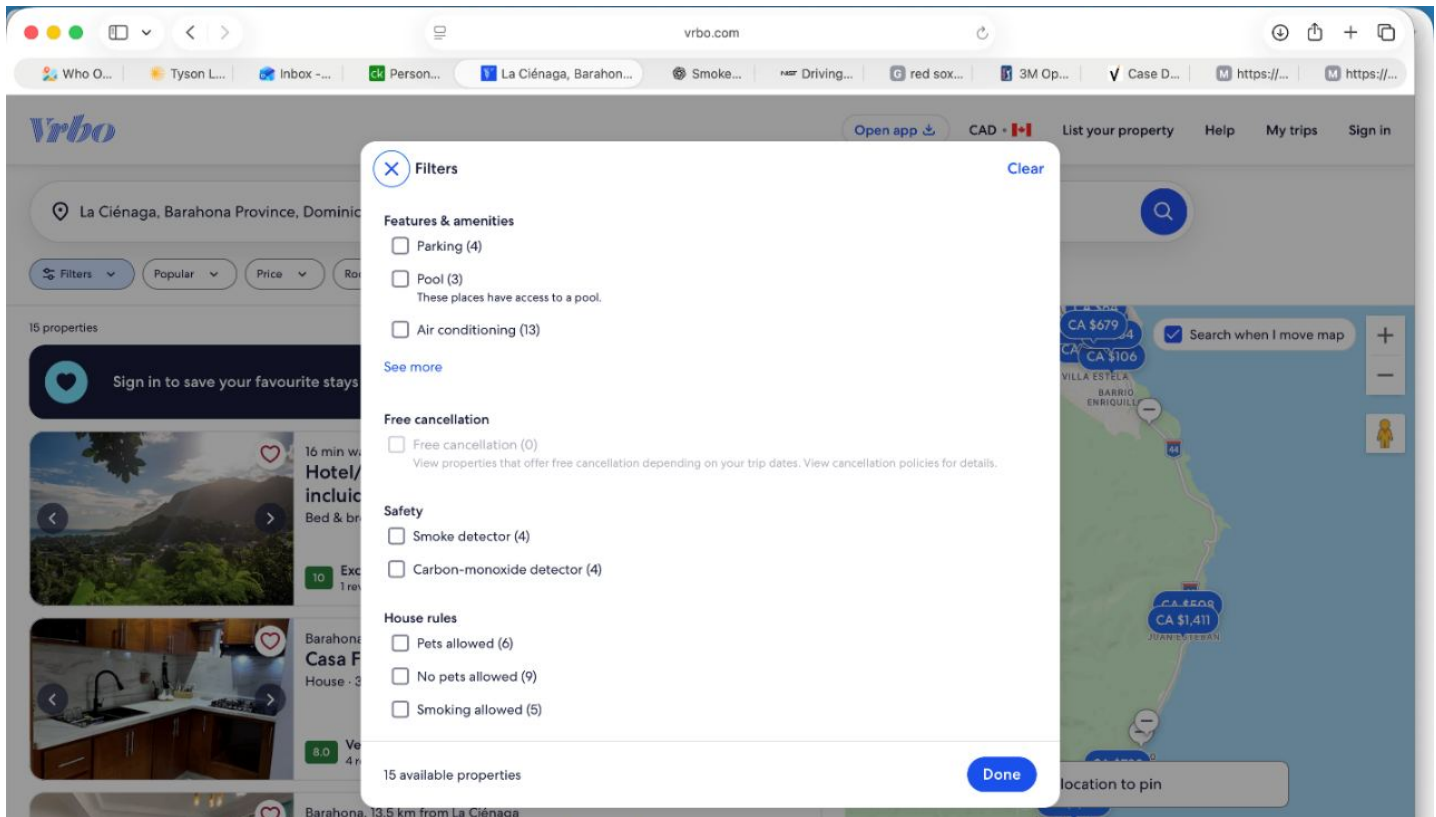


EXHIBIT F1

EXHIBIT F2

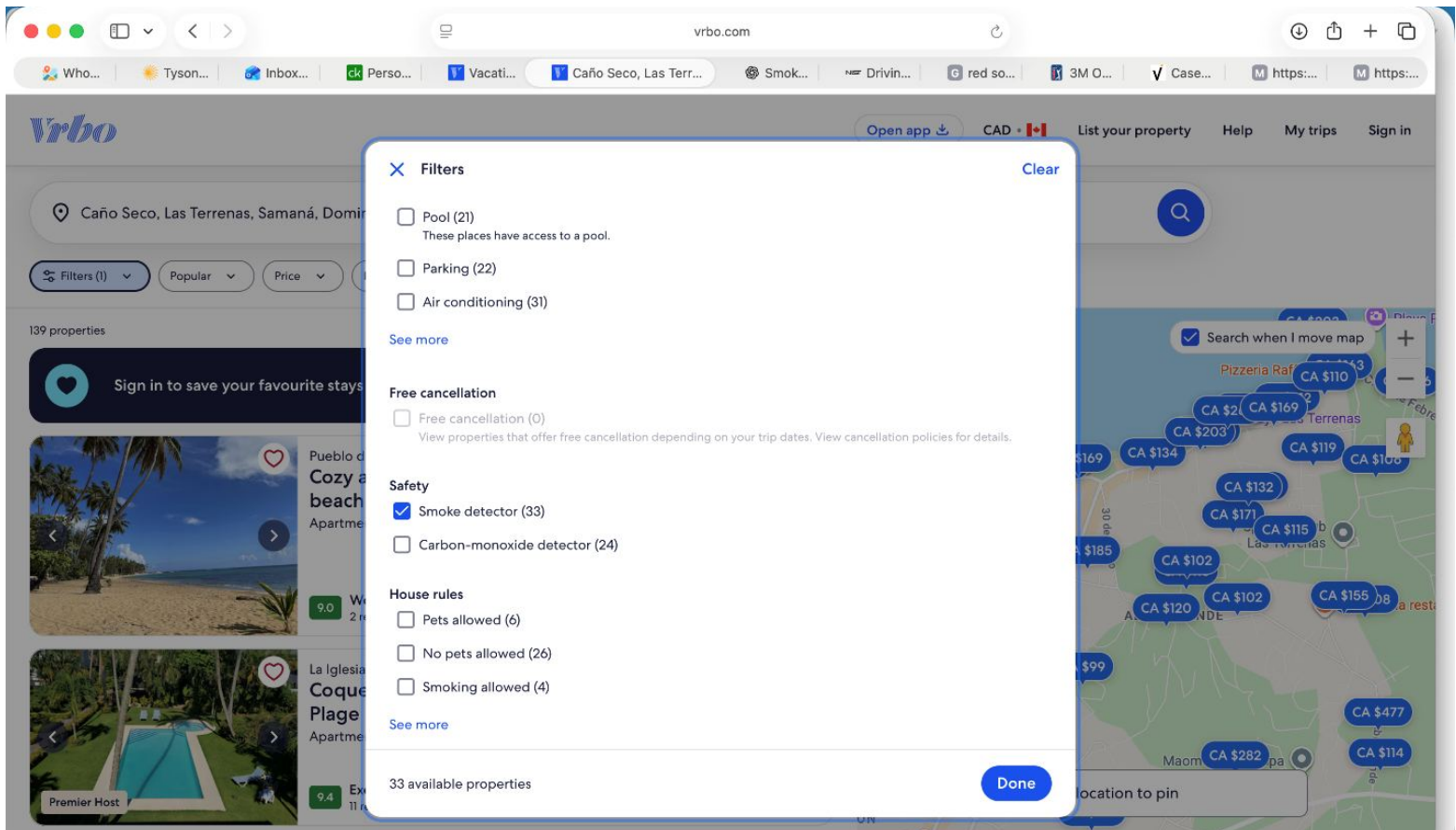


EXHIBIT G1

vrbo.com

Bass Rocks Golf Club Member Central Barahona Province, Dominican Republic Vacation Rental Search res... The Sheet

Vrbo Open app CAD • 🇨🇦 List your property Help My trips Sign in

Barahona Province, Dominican Republic Tue, Dec 1 - Fri, Dec 4 2 guests

Filters Popular Price Rooms & spaces Sort by recommended for you Compare properties

29 properties How our sort order works

Sign in to save your favourite stays and find them quickly later Sign in

Hotel/Restaurante Snack Cana. Desayuno incluido. Wifi y Aire Acondicionado.
Bed & breakfast · 1 bedroom · 2 Queen Beds
Free cancellation until Nov 17
10 Exceptional 1 review
CA \$59
CA \$205 total includes taxes & fees

Tropical Apartment Near Beaches & Rivers- Barahona
Apartment · 1 bedroom
Free cancellation until Nov 17
10 Exceptional 1 review
CA \$105
CA \$365 total includes taxes & fees

4 min drive to the beach

Search when I move map

CA \$1,405
BARRY ENRIQUE
CA \$1,402
JUAN ESTEBAN
CA \$771
CA \$841
CA \$1,401
La Cienega

monumento tural Miguel Domingo Fuerte

Find a location to pin

vaCay
CAYMAN ISLANDS

EXHIBIT G2

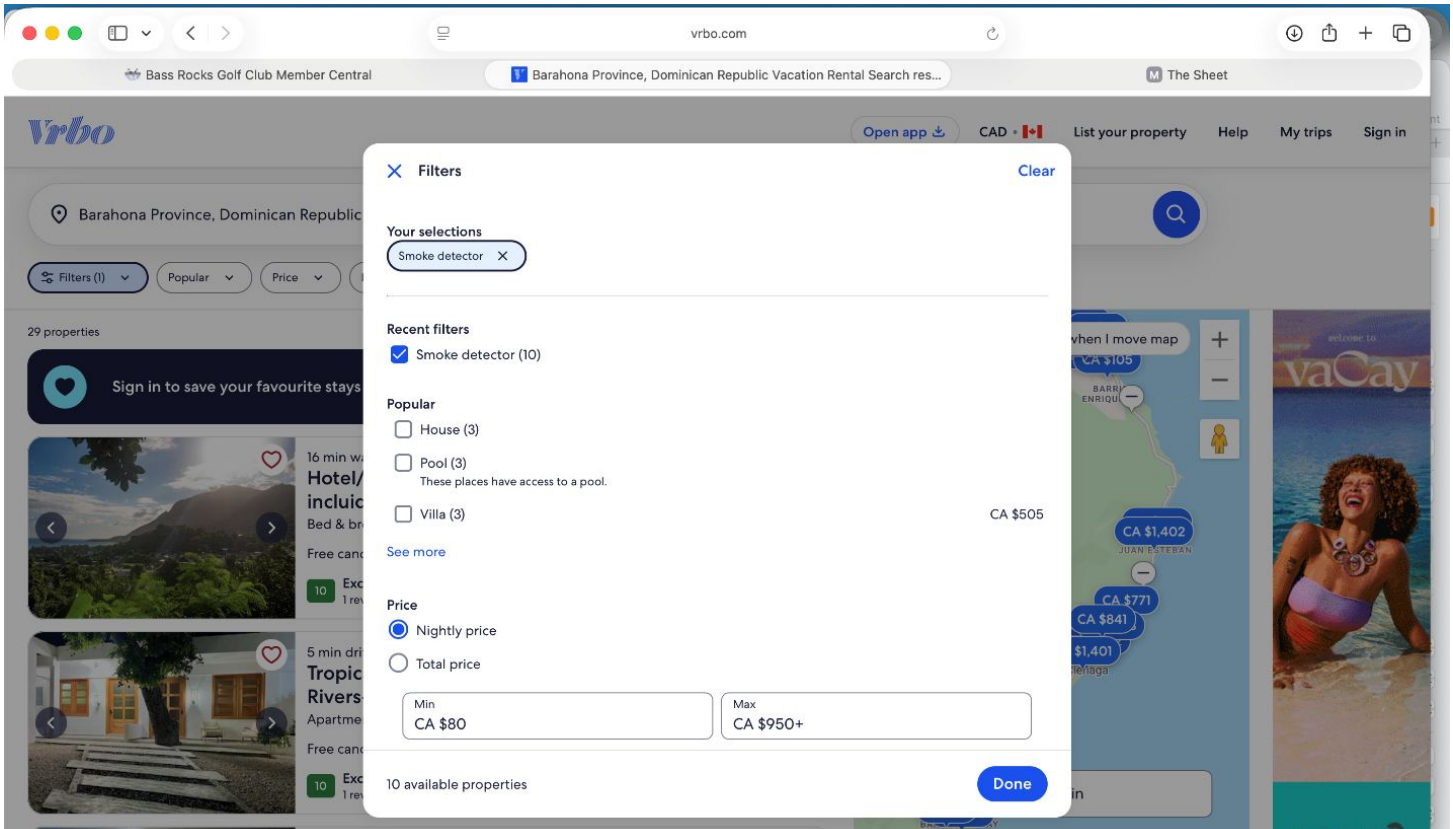


EXHIBIT H1

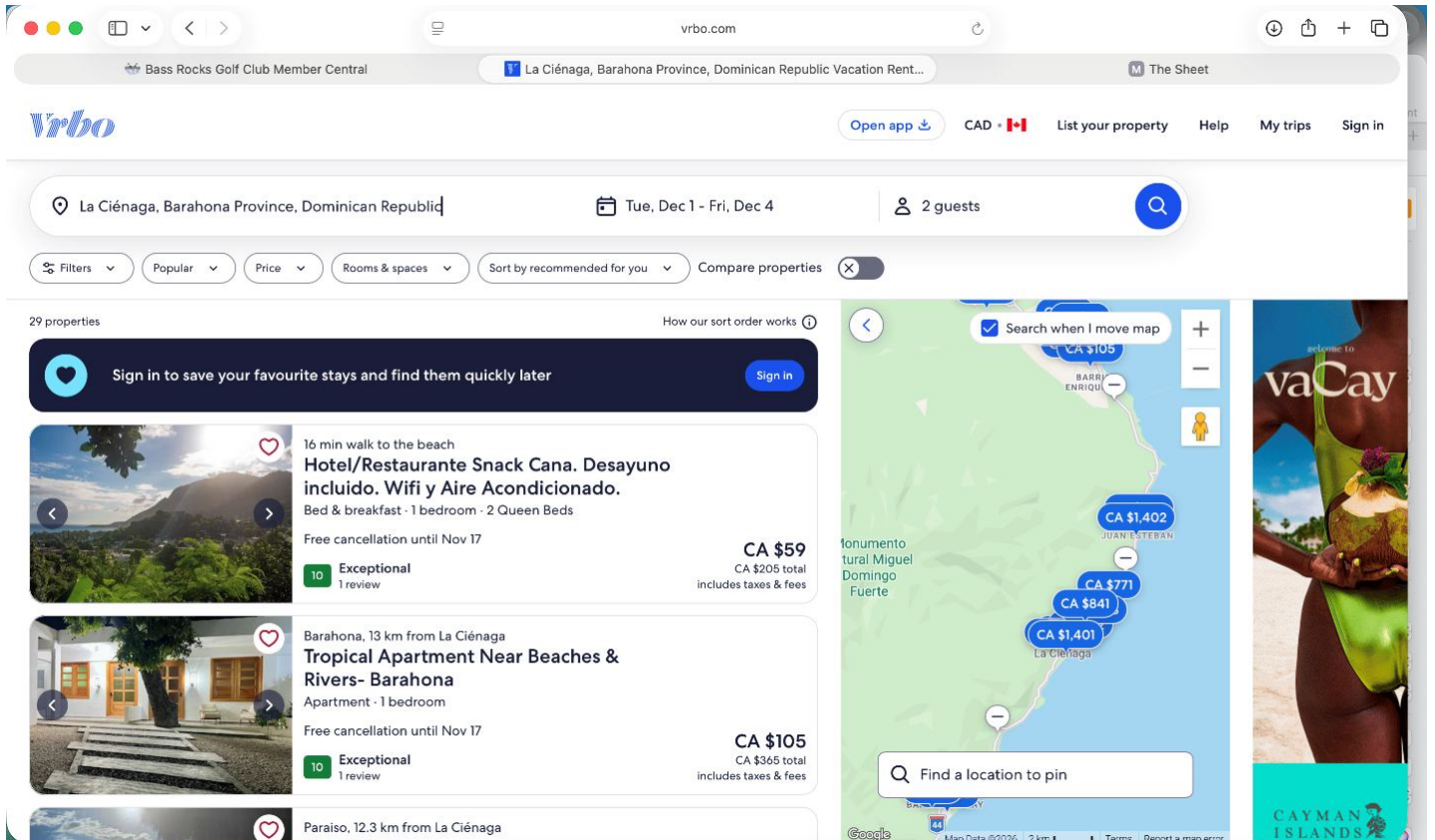


EXHIBIT H2

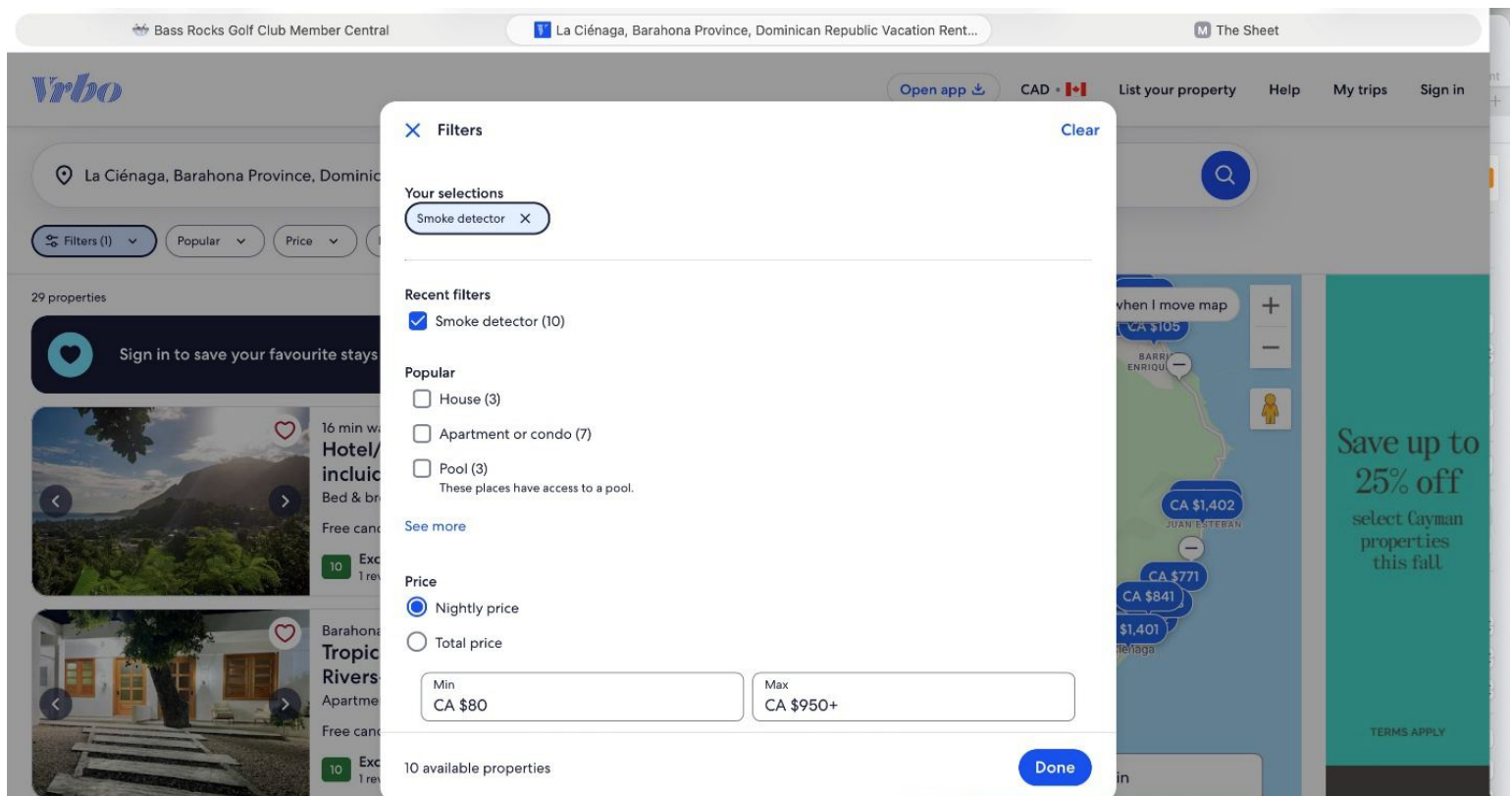


EXHIBIT I1

EXHIBIT I2

