



DISTRICT COURT OF MARYLAND FOR

LOCATED AT (COURT ADDRESS)

COMPLAINT/APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT

Amount claimed: \$5,000 or under, over \$5,000, over \$10,000

Clerk: Please docket this case in an action of contract, tort, replevin, detinue, bad faith insurance claim

The particulars of this case are:

Plaintiff listed rooms in her primary residence on AirBNB, the short-term rental platform, beginning in January 2014 (exhibit 1). Plaintiff received highest recognition of "Superhost" annually from 2014-18 (exhibit 2). On or around 8/9/2018, the defendant received a false report of an unsecured weapon from a guest who stayed in the plaintiff's property 7/27-29, 2018 (exhibit 3). Plaintiff noted she had no weapons whatsoever on her property (exhibit 4, 5). Despite more than 500 excellent reviews from guests, and no possibility of evidence of an unsecured weapon, the defendant removed the plaintiff from the AirBNB platform on 8/14/2018 (exhibit 6). Defendant ignored plaintiff's attempts to straighten out the matter (exhibit 7). Short-term rentals are the plaintiff's only source of income. She typically earns \$6,600-7,500 in the prime months of Sept/Oct/Nov/Dec. (exhibit 8). Due to delisting, these earnings are lost. She also lost her \$100 superhost coupon (exhibit 2). AirBNB terms of service permit taking disputes to small claims court (exhibit 9).

(See Continuation Sheet)

The Plaintiff claims \$ _____, plus interest of \$ _____, Interest at the legal rate contractual rate calculated at _____ % , from _____ to _____ (_____ days x \$ _____ per day) and attorney's fees of \$ _____ plus court costs.

- Return of the property and damages of \$ _____ for its detention in an action of replevin.
Return of the property, or its value, plus damages of \$ _____ for its detention in action of detinue.
Other: _____ and demands judgment for relief.

Signature of Plaintiff/Attorney/Attorney Code

Printed Name: _____
Address: _____
Telephone Number: _____
Fax: _____
E-mail: _____

MILITARY SERVICE AFFIDAVIT

- Defendant(s) _____ is/are in the military service.
No Defendant is in the military service. The facts supporting this statement are: _____

Specific facts must be given for the Court to conclude that each Defendant who is a natural person is not in the military.

I am unable to determine whether or not any Defendant is in military service.
I hereby declare or affirm under the penalties of perjury that the facts and matters set forth in the foregoing Affidavit are true and correct to the best of my knowledge, information, and belief.

Date

Signature of Affiant

APPLICATION AND AFFIDAVIT IN SUPPORT OF JUDGMENT (See Plaintiff Notice on Back Page)

Attached hereto are the indicated documents which contain sufficient detail as to liability and damage to apprise the Defendant clearly of the claim against the Defendant, including the amount of any interest claimed.
I HEREBY CERTIFY: That I am the Plaintiff of the Plaintiff herein and am competent to testify to the matters stated in this complaint, which are made on my personal knowledge; that there is justly due and owing by the Defendant to the Plaintiff the sum set forth in the Complaint.
I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the above Complaint are true and I am competent to testify to these matters.

Date

Signature of Affiant

NOTICE TO DEFENDANT

Before Trial

If you agree that you owe the Plaintiff the amount claimed, you may contact the Plaintiff (or Plaintiff's attorney) before the trial date to arrange payment. If you wish to contest the claim, you should notify the clerk's office by filing a Notice of Intent to Defend (located at the bottom of your summons). The case will be set for trial. If you wish to have your witnesses appear at trial, you should contact the clerk's office at least two weeks before the trial date to request subpoenas, and you should bring to court on the trial date any evidence you want the Court to consider. If you do nothing, a judgment could be entered against you.

If Judgment is Entered Against You (If You Lose)

IF YOU DISAGREE WITH THE COURT'S RULING, you may:

1. **APPEAL** to the Circuit Court, by filing a Notice of Appeal in the District Court within **30 days** after the entry of judgment. You will have to pay a filing fee (see Guide to Appeal Fees, DCA-109A), unless the Court determines that you are indigent. If the amount of the claim, not counting court costs, interest, and attorney's fees, is:
 - **more than \$5,000**, you will also have to order and pay for a transcript of the District Court trial record, by contacting the District Court clerk's office (see Transcripts & Recordings Brochure, DCA-027BR).
 - **\$5,000 or less**, you will have a new trial in the Circuit Court.

On your trial date you should bring with you any evidence that you want the Court to consider.

2. File a **MOTION FOR A NEW TRIAL** within **10 days** after the entry of judgment, stating your reasons clearly. If the Court denies your Motion, you may still file an appeal; if the Court grants your Motion, you must appear in the District Court for a new trial.
3. File a **MOTION TO ALTER OR AMEND THE JUDGMENT** within **10 days** after entry of judgment.
4. File a **MOTION TO REVISE OR VACATE THE JUDGMENT** within **30 days** after entry of judgment.

IF YOU DECIDE NOT TO APPEAL AND NOT TO FILE ONE OF THE ABOVE MOTIONS, you may contact the Plaintiff or Plaintiff's attorney to arrange to pay the amount owed. If you do not pay the amount owed, the Plaintiff or Plaintiff's attorney may initiate further proceedings to enforce the judgment, including:

1. **Interrogatories:** You must answer these written questions about your income and assets in writing under penalties of perjury.
2. **Oral Examination:** You must appear in court to testify in response to questions about your assets and income.
3. **Writ of Execution:** The Court may issue a writ requiring the sale or seizure of any of your possessions except, with some exceptions, property that is exempt from execution. The exemptions are explained in detail on the reverse side of the Writ of Execution form, DC-CV-040. Further, the Court could order you to pay additional expenses such as towing, moving, storage fees, advertising costs, and auctioneer's fees incurred in executing the writ.
4. **Garnishment of Property:** The Court may issue a writ ordering a bank or other agent to hold your assets until further court proceedings.
5. **Garnishment of Wages:** The Court may issue a writ ordering your employer to withhold a portion of your wages to pay your debt. The law provides certain exemptions from garnishment.

If you have any questions, you should consult an attorney. The clerk of the Court is not permitted to give you legal advice. More information can be found in court brochures located in the clerk's office or online at: http://www.mdcourts.gov/district/public_brochures.html.

NOTICE TO PLAINTIFF

REQUESTING A JUDGMENT BY AFFIDAVIT OR DEFAULT:

Federal Law requires the filing of a military service affidavit. Information about the Servicemembers Civil Relief Act and the required affidavit can be found on the court's website at: <http://mdcourts.gov/reference/scra.html>.

AFTER THE COURT ENTERS A JUDGMENT:

1. If the Court enters a judgment for a sum certain, you have the right to file for a lien on real property.
2. If you disagree with the outcome of the case, you have the same post-trial rights as the Defendant does: you may file an Appeal, a Motion for New Trial, a Motion to Alter or Amend the Judgment or a Motion to Revise or Vacate the Judgment. See above for further information concerning these rights.

Exhibit 1 — Started AirBNB January 2014

24 of 24

Inquiry at Lovely master suite, walk to JHMI for May 16, 2014 - July 20, 2014

Charm City Homestay x

Moritz (Airbnb) <express@airbnb.com>
to me

Fri, Jan 3, 2014, 2:53 PM

Respond to Moritz by replying directly to this email.



Hi Jeanette,

I'm a final year medical student from Germany (Tuebingen, it's a small town in south Germany you might not know...), and I'm coming to Baltimore this year for a two month elective at John Hopkins Radiology (I can provide references, if you want to). That's why I'm looking for a place to stay for those two months, and although I haven't used airbnb yet, i've found your place and it sounds very nice (especially because we do also have a dog at home :)). Do you accept guests for two months?

Thank's for your answer and best regards, Moritz

Exhibit 2 — Superhost 2014, 2015, 2016, 2017, 2018



Jayze Vo <amateursguide@gmail.com>

Hello, Superhost. You made it!

Airbnb <automated@e.airbnb.com>
Reply-To: Airbnb <reply@e.airbnb.com>
To: amateursguide@gmail.com

Wed, Sep 17, 2014 at 6:12 PM



Congratulations! You're a Superhost!

Hi Jeannette,

Your dedication and creativity make you an extraordinary host. We want to celebrate your passion for hospitality by **awarding you Superhost status!** Hosts like you focus on the things that matter most to guests—experience, communication, commitment, and quality.

You'll be able to see more information about your success as a host in the **new section of your dashboard.** Find out more about what it means to be a Superhost, and the rewards you'll receive.

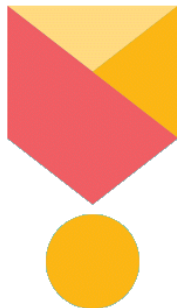
Learn More

[Superhost Terms & Conditions](#)

Welcome back, Superhost!

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

Wed, Apr 8, 2015 at 6:27 PM



Congratulations! Your Badge is Back!

Hi Jeannette,

We're excited to let you know that you've earned **Superhost status** once again! Thank you for your continued dedication to providing extraordinary hospitality.

To continue to maintain your status, be sure to track your progress in the **Superhost section of your dashboard**. Here's a summary your activity in the year leading up to 2015-04-01, when you qualified for Superhost status:

Completed Trips: 121
Five-Star Reviews: 90%
Response Rate: 99%
Commitment Rate: 100%

You've earned \$100 for travel!

Charm City Homestay x

Airbnb <express@airbnb.com>
to me

Thu, Jul 14, 2016, 8:37 AM



You've earned \$100 for travel!



Wow Jeannette, it's time to celebrate. You're one of the few hosts who earned Superhost status four quarters in a row! Keeping your response rate high and getting great reviews while hosting frequently is a true achievement.

Enjoy this \$100 travel coupon (SHTZXEX) as a thank you for the extraordinary hospitality you provide Airbnb guests. Enter the code when you book a trip on Airbnb and the discount will be applied to your total.*

You've earned \$100 for travel!

Wed, Jul 12, 2017 at 1:49 AM

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






You've earned \$100 for travel!



Wow Jeannette, it's time to celebrate. You're one of the few hosts who earned Superhost status four quarters in a row! Keeping your response rate high and getting great reviews while hosting frequently is a true achievement.

Enjoy this \$100 travel coupon (SHSTWOCQWJ) as a thank you for the extraordinary hospitality you provide Airbnb guests. Enter the code when you book a trip on Airbnb and the discount will be applied to your total.*

You'll also have access to all of the Superhost benefits:

-  Premium support: We've assembled a dedicated support team just for Superhosts. To get in touch fast, call (+)18883265753 or tweet at @AirbnbHelp.
-  Stand out in Search: Guests can easily find recognized hosts like you when they use the Superhost search filter.
-  Superhost badge: Everyone on Airbnb can see this special badge, and you can embed it on other websites or on social media. Go ahead — show off a little. #superhost

Your status is reevaluated each quarter, so remember to keep an eye on your [host dashboard](#), and keep up the fabulous hospitality!

The Airbnb Team

*Your travel code expires one year from today. And sorry, it isn't transferable to friends or family. We hope you'll use the credit to treat yourself!



[Learn More](#)

[Superhost Terms & Conditions](#)



Congrats, you're a Superhost!

Tue, Jan 23, 2018 at 5:32 PM

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



You're not just a host... you're a Superhost



Congratulations, Jeannette,

You did it again! You've been a Superhost now for 2017 quarters. In the year leading up to 2017-12-31, you qualified by hosting 165 trips and earning 5-star reviews 91% of the time. Your response rate was 100% with no cancellations.

You've delighted and supported your guests, and we think that deserves to be rewarded. Your Superhost status comes with these great benefits:



Premium support: We've assembled a dedicated support team just for Superhosts. To get in touch fast, call (+)18883265753 or tweet at @AirbnbHelp.



Stand out in Search: Guests can easily find recognized hosts like you when they use the Superhost search filter.



Superhost badge: Everyone on Airbnb can see this special badge, and you can embed it on other websites or on social media. Go ahead — show off a little. #superhost

Your status is reevaluated each quarter, so remember to keep an eye on your [host dashboard](#), and keep up the great hospitality!

The Airbnb Team



[Learn More](#)

[Superhost Terms & Conditions](#)



Sent with ♥ from Airbnb

[Email preferences](#)

Read Stephanie's review

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

Sat, Aug 11, 2018 at 7:23 PM

Exhibit 3a -- Stephanie's review, email notice



Here's what Stephanie wrote

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

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

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

Write a Response

Exhibit 3b -- Stephanie's review, on AirBNB site



Stephanie

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

From Richland, WA · July 2018 ·

[CharmCityHomestay:Oasis Suite-RelocationAdvice 4U!](#)

Airbnb: Airbnb Trust and Safety

response@airbnb.com <response@airbnb.com>
Reply-To: response@airbnb.com
To: Jeannette Belliveau <amateursguide@gmail.com>

Exhibit 4a — Email from AirBNB

Thu, Aug 9, 2018 at 7:57 AM



Airbnb Customer Experience

Melody L., Aug 9, 04:57 PDT:

Hi Jeannette,

My name is Melody, and I am a case manager for the Trust and Safety team at Airbnb. I'm contacting you because we received a report of a weapon in the listing (CharmCityHomestay:Oasis Suite-RelocationAdvice 4U!) and we'd like to learn more about this situation.

Hosts may have a weapon in their listing as long as it is safely secured. If the weapon is secured and in plain sight or discoverable by the guest, hosts are required to provide notice to their guests prior to booking. If the weapon is secured and is entirely out of sight of the guest at all times (for example, in a gun safe located in an off-limits room to guests), you are not required to notify your guests.

If you are found to be in violation of this policy, your account may be suspended or deactivated. We ask that you review our community's rules about safety, here:

www.airbnb.com/help/article/1529

www.airbnb.com/standards

www.airbnb.com/terms

While we gather more information about this matter, your account access has been temporarily limited. Please reply to this email with an explanation for the weapon reported, including model number and manufacturer, the room(s) they are located in and any other undisclosed weapons in or around the listing.

If we do not hear back from you within 48 hours we will move forward with suspending your account.

We hope you understand that this is important for the safety of all members of our community.

Thanks,

Melody

www.airbnb.com/help

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

For more information visit our [Help Center](#)



Jayze Vo <amateursguide@gmail.com>

Exhibit 4b — Plaintiff reply to defendant

Airbnb: Airbnb Trust and Safety

Jeannette Belliveau <amateursguide@gmail.com>

Thu, Aug 9, 2018 at 8:47 AM

Reply-To: amateursguide@gmail.com

To: response@airbnb.com

Bcc: Drew Rieger <drew.rieger@gmail.com>

Hi Melody,

I have no weapons of any description anywhere on my property or elsewhere and have never owned or possessed a weapon

-- this statement of facts includes rooms, common areas, roof deck, bike shed, side alley, my person, on my bicycles (I don't have a car), and ever other atom and molecule of what is my home.

I am not sure why you received such a report.

Let me know if you need additional information.

Thank you,

Jeannette

[Quoted text hidden]

--

Jeannette Belliveau

Baltimore, Md.

Charm City Homestay

Exhibit 5 -- Photos of the rubber training device

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



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

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





Exhibit 6 — AirBNB delists plaintiff

Jayze Vo <amateursguide@gmail.com>

Exhibit 6 — AirBNB delists plaintiff

Airbnb: Airbnb Trust and Safety

response@airbnb.com <response@airbnb.com>
Reply-To: response@airbnb.com
To: Jeannette Belliveau <amateursguide@gmail.com>

Tue, Aug 14, 2018 at 7:10 PM



Airbnb Customer Experience

Melody L., Aug 14, 16:10 PDT:

Hi Jeannette,

Thank you for being a member of Airbnb. However, following a full review of your account, and in consideration of our community's Standards & Expectations, we have determined that we can no longer continue our business relationship. Effective immediately, your account has been deactivated as a result of this incident.

Pursuant to this removal, all of your pending and/or accepted bookings will be immediately canceled. As part of this process, we may: 1) communicate to your guests that a potential or confirmed booking has been cancelled; and 2) refer guests or potential guests to alternate accommodations that may be available.

By opening an Airbnb account, you agreed to abide by our Terms of Service and all other site policies, including the Standards & Expectations. Pursuant to these terms, Airbnb reserves the right to make the final determination regarding your account status. Furthermore, please note that we are not liable to a user in any way with respect to deactivating or canceling his or her account.

We cannot reconsider this determination or respond further regarding your account.

Please see the following FAQ for more information:

<https://www.airbnb.com/support/question/432>

Regards,

Melody

www.airbnb.com/help

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

Airbnb: Re: Airbnb: Airbnb Trust and Safety

response@airbnb.com <response@airbnb.com>
Reply-To: response@airbnb.com
To: Jeannette Belliveau <amateursguide@gmail.com>

Wed, Oct 3, 2018 at 6:38 PM

Exhibit 7 - hitting a wall w. AirBNB**airbnb**

Airbnb Customer Experience

Raymart G, Oct 3, 15:38 PDT:

Hi Jeanette, This is Mac from the Customer Experience Team. I apologize for the inconvenience about the account though, I can see that it is undergoing technical difficulties. For this concern I will need to send this concern to one of our Case Managers to help us further with the case. If you happen to encounter other question or concern please let us know. Kind Regards, Mac

Raymart
www.airbnb.com/help

THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.



THIS EMAIL IS A SERVICE FROM AIRBNB CUSTOMER EXPERIENCE.

For more information visit our [Help Center](#)

[YD6PXE-EV2V]

their reply to my followup email, which follows:

Airbnb: Airbnb Trust and Safety

Jeannette Belliveau <amateursguide@gmail.com>

Wed, Oct 3, 2018 at 4:57 PM

Reply-To: amateursguide@gmail.com

To: response@airbnb.com

Hi Melody,

Please excuse my belated reply, I have been completing a big research project.

I have emailed my guest Stephanie Akker (User # 153521542) via two of her personal emails without a response. I'm copying my email to her below, in hopes that you can help straighten out this situation. Thank you, Jeannette

**** CORRESPONDENCE FOLLOWS ****

Hi Stephanie,

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

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

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

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

Thanks, Jeannette

(images attached)

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

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

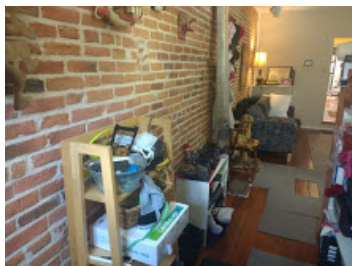
P.P.S.. As I'm sure you know, Baltimore has been named the most dangerous big city in the U.S. for 2018.

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

[Quoted text hidden]

--

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

3 attachments

LivingRoom.jpg
953K



RubberTrainingDevice.jpg
1015K

DogsToyBasket.jpg

1101K





Notifications

Payment Methods

Payout Preferences

Transaction History

Privacy

Security

Connected Apps

Settings

Badges

Exhibit 8 — 4 years of 4th quarter earnings
(current earnings: \$0)

Invite Friends

NEW Welcome to your new Transaction History. [Share your feedback.](#)

Transaction History

Download .CSV

[View Earnings Summary](#)

Completed Payouts

Upcoming Payouts

Gross Earnings

Paid Out: \$6,635.00

All Payout Methods

All Listings

From: September

2014

To: December

2014



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Invite Friends

NEW Welcome to your new Transaction History. [Share your feedback.](#)

Transaction History

Download .CSV

[View Earnings Summary](#)

Completed Payouts

Upcoming Payouts

Gross Earnings

Paid Out: \$7,553.00

All Payout Methods

All Listings

From: September

2015

To: December

2015



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Badges

Invite Friends

NEW Welcome to your new Transaction History. [Share your feedback.](#)

Transaction History

[Download .CSV](#)

[View Earnings Summary](#)

Completed Payouts

Upcoming Payouts

Gross Earnings

Paid Out: \$7,322.00

All Payout Methods ▼

All Listings ▼

From: September ▼	2016 ▼
To: December ▼	2016 ▼



Notifications

Payment Methods

Payout Preferences

Transaction History

Privacy

Security

Connected Apps

Settings

Badges

[Invite Friends](#)

NEW Welcome to your new Transaction History. [Share your feedback.](#)

Transaction History

[Download .CSV](#)

[View Earnings Summary](#)

Completed Payouts

Upcoming Payouts

Gross Earnings

Paid Out: \$6,783.88

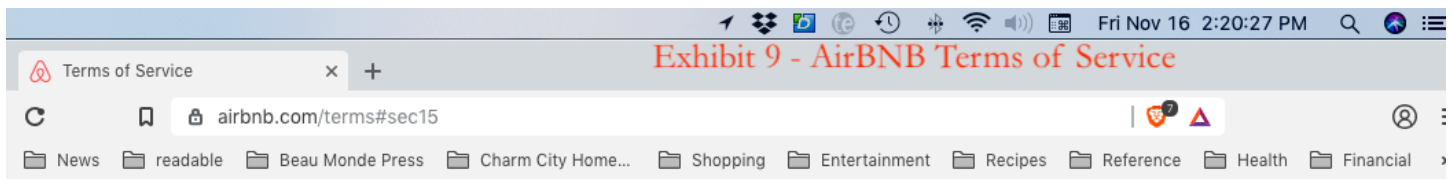
All Payout Methods ▼

All Listings ▼

From: September ▼ 2017 ▼

To: December ▼ 2017 ▼

Exhibit 9 — AirBNB Terms of Service



19. Dispute Resolution and Arbitration Agreement

19.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) Country of Residence is in the United States; or (ii) your Country of Residence is not in the United States, but bring any claim against Airbnb in the United States (to the extent not in conflict with Section 21).

19.2 *Overview of Dispute Resolution Process.* Airbnb is committed to participating in a consumer-friendly dispute resolution process. To that end, these Terms provide for a two-part process for individuals to whom Section 19.1 applies: (1) an informal negotiation directly with Airbnb's customer service team, and (2) a binding arbitration administered by the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules (as modified by this Section 19 and except as provided in Section 19.6). Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online (www.adr.org);
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents;
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

19.3 *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and Airbnb each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact Airbnb's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.