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American Arbitration Association

	)	
Bibliotechnical Blue & White Ltd.	)	
	)	
Claimant,	)	
	)	No.
- against -	)	
	)	
AIRBNB, Inc.	)	<b><u>Statement of Claim</u></b>
	)	
	)	
Respondent.	)	
	)	
	)	

Claimant, complaining of the Respondent by its attorney, David Abrams,  
Attorney at Law, respectfully sets forth and allege as follows:

## **I. Introduction**

1. This is a claim for unlawful discrimination under the New York City and State Human Rights Law. In the alternative, Claimant seeks relief under the Unruh Civil Rights Act. As set forth in more detail below, Claimant seeks (1) monetary damages; (2) an injunction directing the Respondent to cease engaging in discriminatory conduct; and (3) pursuant to New York Executive Law Section 298-a(3), an order prohibiting Respondent from transacting any business in the State of New York.

## **II. Parties**

2. Claimant Bibliotechnical Blue & White Ltd. ("Claimant") is an Israeli corporation which is registered in Gush Etzion, in Judea & Samaria commonly referred to as the "West Bank." Claimant resides in the State of New York, County of New York and is Jewish-owned.

3. Upon information and belief, Respondent AIRBNB Inc. ("Respondent") is a California corporation with a principle place of business in the State of New York, County of San Francisco.

### **III. Background**

4. The area of the world at issue in this case -- Judea and Samaria -- which is commonly known as the "West Bank," saw continuous Jewish residence for thousands of years until 1948. Indeed, the word "Jewish" derives from the word "Judea."

5. In 1948, the state of Jordan invaded and occupied Judea and Samaria, ethnically cleansed it of Jewish people; and renamed it the "West Bank" in order to deny the Jewish connection to the area.

6. Subsequently, in 1967, Israel gained control of Judea and Samaria and it became possible for Jewish people to return to the land from which they had been ethnically cleansed for 19 years out of thousands of years of continuous residence.

7. The areas where Jewish people are permitted to own and lease real estate are commonly referred to as "Israeli Settlements." In the remainder of the West Bank, which is under Arab control, it is illegal to sell or lease land to a Jew (or a Jewish-owned company). Indeed, selling land to a Jew is a capital offense.

8. Thus, if a Jewish person or corporation wants to buy or lease land in Judea and Samaria, it must be done in the so-called "Israeli Settlements."

9. Respondent is a service which facilitates the short term rental of lodging all over the world.

10. On November 19, 2018, Respondent issued a press release entitled "Listings in Disputed Regions" and stated that it would no longer accept listings from "Israeli Settlements"

11. Significantly, as is the case with most attempts to boycott Israel, Respondent appealed to general principles but in reality it has not restricted listings in Northern Cyprus, the Crimea, or any other disputed region in the world.

12. Moreover, Respondent's policy is targeted only at Jewish areas of Judea and Samaria and not Arab areas. Further, since Jewish possession of land in Arab areas is forbidden, the net effect of Respondent's policy is to restrict rights to Jewish people and/or Israeli people and nobody else.

13. In effect, Respondent has adopted and endorsed the anti-Semitism of Palestinian Arab policy.

14. Claimant recently registered as a user of Respondent's services. This was done in the City of New York. Claimant would like to purchase or purchase or lease property in Judea & Samaria and list it with Respondent's services using computer services in the City of New York. Thus, Respondent's policy is discriminatorily preventing Claimant from using Respondent's services in the City of New York.

#### **IV. Compliance With Prerequisites to Suit**

15. Before commencing this arbitration proceeding, Claimant contacted the respondent in good faith by electronic mail and requested that it cease engaging in the above-referenced conduct.

16. Respondent responded by e-mail that a case manager would "reach out" as soon as they were available. Claimant responded by politely requesting Respondent advise as to when such a response would be received. Respondent provided essentially the same response as before without giving any indication at all when a response could be expected. Since then (5 days ago), Claimant has not received any response.

17. Thus, after making a good faith attempt to resolve the dispute informally, Claimant has determined that the dispute has not been and cannot be resolved informally.

**V. Causes of Action and Demand for Relief**

Count One: Violation of New York Law and/or California Law

18. Respondent is a provider of public accommodation in that it offers services to the public in the City and State of New York.

19. Respondent has violated the New York City and New York State human rights laws by discriminating on the basis of religion, national origin and/or citizenship and also by engaging in a discriminatory boycott.

20. In the alternative, Respondent's conduct is a violation of the Unruh Civil Rights Act.

21. Moreover, Respondent's conduct is unlawful insofar it has announced a discriminatory policy regardless of whether that policy is actually enforced.

WHEREFORE Claimant demands judgment against Respondent for monetary damages less than \$75,000.00, and an injunction directing Respondent to cease engaging in unlawful conduct and pursuant to New York Executive Law Section 298-a(3), an order prohibiting Respondent from transacting any business in the State of New York.

Respectfully submitted,

A handwritten signature in purple ink, appearing to read "David Abrams", is written over a faint horizontal line.

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Dated: November 26, 2018  
New York, New York