

VIA ELECTRONIC FILING

California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay St., Ste. 801
Oakland, CA 94612
PAGAinfo@dir.ca.gov

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Airbnb, Inc.
888 Brannan Street
San Francisco, CA 94103
Attn: Legal Department

To: Airbnb, Inc.
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833CC

cc: Kajsa M. Minor, Suzanne S. Orza, Lydia Davenport, Melissa Ortola
Shartsis Friese
425 Market Street, 11th Floor
San Francisco, CA 94105-2496

**RE: NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT (PAGA) — LABOR CODE § 2699.3**

LWDA Case Number:

Claimant: Erika Frick

Position/Role: Host / Service Provider

Filing Date: August 12, 2026

Location of Services: Truckee, California

Dear PAGA Administrator:

I, Erika Frick, am acting pro se in submitting this notice in connection with claims pursuant to the California Labor Code, Business and Professions Code, and related California employment laws against AIRBNB, INC. ("Airbnb"). I have been providing short-term hospitality and hosting services through Airbnb in Truckee, California since approximately January 2016. Since January 2021, my hosting revenue has derived almost exclusively from Airbnb.

Because Airbnb illegally misclassifies individual, non-commercial hosts in the aggrieved class as independent contractors, Airbnb has violated numerous provisions of the California Labor Code.

Pursuant to Cal. Lab. Code § 2699.3(a)(1), please consider this letter notice of the specific provisions of the California Labor Code violated by Airbnb that may result in penalties under the Private Attorney General Act of 2004.

STATEMENT OF FACTS AND LEGAL THEORIES

I. Definition of Aggrieved Employees / Workers and Scope of Class

I am an unincorporated, small-scale host and service provider for Airbnb, operating strictly in my personal capacity and receiving payouts under my personal name and social security number. This notice is submitted on my own behalf and for all other similarly situated natural persons who qualify as aggrieved workers under California labor standards.

Although some Airbnb hosts are commercial entities and large-scale professional property management companies, the workers represented in this class—myself included—are individual, non-commercial hosts. We list three or fewer residential units, personally perform most of administrative and physical labor for our listings, and have been deprived of the independence and discretion that Airbnb falsely promises to hosts due to Airbnb's pervasive operational control over our hosting activities.

II. Factual Background

A. Parties

Airbnb is a large-scale provider of lodging and hospitality services established in 2008 in California. Airbnb engages thousands of individual California hosts to provide lodging and hospitality services through Airbnb's online Airbnb.

I have provided hospitality services for Airbnb since approximately 2016 and hosted almost exclusively on Airbnb since January 2021. There would be no Airbnb without hosts like me.

B. For the Aggrieved Class, Airbnb Hosting Is Not A Passive Activity

For hosts in the aggrieved class that I represent, **hosting is not a passive activity**. It is employment that requires demanding physical and administrative labor and frequent overtime.

Under Airbnb's rigid operational controls and strict supervision, I am not able to use my own rental agreement effectively to set guest expectations and limit the amount of labor, cost, and risk that I must bear. Rather, since January 2021, I have stayed on-site during and between guest stays and have personally performed vast amounts of uncompensated labor, including unpaid overtime.

The uncompensated labor I and similarly situated hosts have been forced to perform due to Airbnb's operational control has included, without limitation, the following tasks:

- Spending many hours before each arrival communicating with guests who attempt to rewrite the Host Contract after booking because Airbnb does not require them to actually read or respect the Host Contract;
- Forensic-level, repetitive cleaning and documentation due to Airbnb's use of unilateral refund authority to override Host Contracts;
- Being on call 24/7 before and during stays due to Airbnb's policing of response times and known policy of giving unilateral refunds if a host does not respond fast enough;
- Actively supervising throughout stays guests who view the Host Contract and local laws as optional due to Airbnb's overall culture and policies;
- Performing repetitive cleaning of the unit and exterior to stay in a constant state of readiness due to Airbnb's coercion of hosts to accept instant bookings on short notice;
- Regular rewriting of rules and reconfiguring of listings to comply with frequent Airbnb updates as to which I have no choice to opt out; and
- Vast amounts of administrative and physical labor imposed by Airbnb due to its refusal to honor the Host Contract (e.g., physical labor remediating excess cleaning and damage caused by guests I was not permitted to cancel even after they began breaking rules, and the administrative labor of pursuing compensation from those guests, which could have been avoided entirely by enforcing the Host Contract).

In addition to uncompensated labor and overtime, I have also been forced to absorb unreimbursed costs that would not be necessary if I were free to exercise independent business judgment and enforce my own Contract.

Moreover, when my income from employment ceased entirely due to Airbnb's bad faith, I was unable to seek unemployment compensation or other recourse due to the misclassification.

III. Legal Theories

A. As to the Aggrieved Class, Airbnb Fails the *Dynamex* ABC Test

Under the California Supreme Court's decision in *Dynamex Operations W. v. Superior Court*, (2018) 4 Cal. 5th 903, reh'g denied (June 20, 2018), codified via Assembly Bill 5 (Cal. Lab. Code § 2775), hosts like me should be classified as employees of Airbnb, rather than independent contractors, for the purposes of the Labor Code statutes.

A worker providing labor for remuneration is presumed to be an employee. To overcome this presumption, the hiring entity must satisfy all three prongs of the "ABC" test. Airbnb fails on all three prongs with respect to hosts like me.

1. Prong A: Freedom from Control and Direction

The hiring entity must show that the worker is free from control and direction in the performance of the work, both under the contract and in fact.

Failure: While Airbnb's Terms of Service (TOS) use boilerplate language claiming that hosts maintain independence and discretion, in fact, Airbnb exercises sweeping, granular operational control over my daily work. Airbnb deprives me of independent business judgment through strict controls and pervasive supervision, including, without limitation:

- **Strict Off-Airbnb Prohibitions:** Forbidding hosts from accepting rental payments or communicating with guests off Airbnb.
- **Algorithmic Surveillance as 24/7 Management Control:** Monitoring and surveilling host-to-guest communications and using that surveillance to suppress listings and enforce disciplinary actions.
- **Banning Independent Cancellation and Policy Control:** Stripping hosts of the ability to exercise independent business judgment over cancellation policies. Airbnb refuses to let me enforce reservation cancellations even when a guest is actively breaking rules and damaging the property. Airbnb also forbids me from adopting a strict no-refund policy for advance reservations, thereby coercing me and other hosts into accepting high-risk instant bookings that drive vast amounts of uncompensated labor and unreimbursed costs.

- **Inappropriate Operational Interventions:** Airbnb directly overrides host safety and contract decisions. For example, when I sought to cancel a high-risk guest prior to arrival, Airbnb forced the reservation to continue, forbade an appropriate interactive process regarding service animals, and threatened me with "consequences" if I cancelled. The guest proceeded to break house rules, violate local law, and cause extensive damage (including profuse urine contamination). Rather than support the Host Contract, Airbnb initially sided with a frivolous guest privacy complaint, penalized my hosting account, and on information and belief compromised my merchant account for collecting API-connected security deposits. Though this specific intervention occurred just prior to the lookback period, its uncorrected negative impact on my hosting capacity has continued to the present.
- **Mandated Removal of Entryway Security Camera:** Forbidding me and similarly situated hosts from using legally permissible entryway security cameras to deter and document guest violations. After removing the camera, I experienced a substantial increase in guest misconduct and was forced to bear the resulting uncompensated labor and costs.
- **Coercive Review Policies and Retaliation:** Using the review system to force hosts to absorb the costs and labor of rule-violating guests. By requiring damage claims to be submitted within the exact same window as guest reviews, Airbnb invites retaliatory reviews for hosts who attempt to enforce rules or accountability for guest-caused damages. Furthermore, pursuant to unpublished policy changes implemented in 2025, Airbnb also refuses to remove policy-violating reviews, terrorizing hosts into allowing rule violations and dropping valid damage claims.
- **Imposing Chargeback Liability Without Safeguards:** Forcing chargeback liability onto hosts while simultaneously forbidding them from utilizing basic safeguards against that liability, such as requiring meaningful assent to the Host Contract prior to instant booking and/or accepting payments via personal check or other secure methods.
- **Intercepting and Suppressing Damage Claims:** Airbnb exercises unilateral authority to intercept valid damage charges submitted to guests and refuse to present them for collection, even when the guest admitted the violation.
- **Failing to Require Meaningful Guest Acceptance of Host Contract Terms:** Airbnb hides the Host Contract in an inconspicuous link, which most of my guests do not read before booking. This leads to extensive uncompensated

labor, both communicating with guests who attempt to change the terms and remediating the rule violations and damage that result.

- **Threatening Hosts with Unilateral Refunds** if the host does not respond quickly enough, sometimes within one hour, to a guest issue. This requires me to be on call 24/7, lose sleep, and engage in unnecessary administrative labor that would be prevented by an enforced Host Contract.
- **Threatening Hosts with Unilateral Refunds** if a guest makes a complaint, even if it is minor or fabricated. This forces me to perform extreme levels of cleaning and meet standards of perfection that require substantial unpaid labor and do not improve the guest experience. This would be avoided by enforcement of the Host Contract.
- **Retaining Unilateral Control over Resolutions and Overriding Host Contracts:** Retaining unilateral control over resolutions and disputes between hosts and guests, and often overriding the Host Contract to do so. For example, Airbnb has refused to enforce my strict timelines for submitting the signed Host Contract and other pre-disclosed post-booking requirements. This defeats the entire purpose of having rules designed to reduce administrative labor and curb guest defiance of pre-disclosed terms. I have frequently had to spend days of unpaid administrative labor attempting to get guests to comply, leading to resentment, retaliatory friction, and unfair suppression of my listings.
- **Changing Its Policy in 2022 to Require Hosts to Pay for API-Connected Software to Collect Security Deposits** and failing to provide sufficient or meaningful notice to guests of their obligation to pay these deposits, leading to further guest violations of the Host Contract, further retaliatory reviews even though the terms were pre-disclosed, further uncompensated administrative and physical labor, and further suppression of my listings.
- **Lack of Specialized Skills:** Hosts do not possess or require any special, specialized professional trade skills to perform basic hosting and property turnaround tasks, and no prior commercial hospitality experience is required.
- **Airbnb-Provided Instrumentality:** Airbnb provides the sole instrumentality by which a host can perform services and secure bookings: namely, Airbnb's software and digital marketplace architecture.
- **Unilateral Rate Setting:** Airbnb unilaterally sets the fees, pricing structures, payment methods, and payout rates for a host's services, and changes those financial terms in its sole discretion.

- **Direct Customer Interface and Policing:** Airbnb communicates directly with guests and holds hosts accountable if a customer complains that something failed to meet their subjective expectations, even if those subjective expectations were specifically disclaimed in the listing and Host Contract.
- **Rigid Quality and Property Standards:** A host's property and listing must meet Airbnb's strict quality and operational standards, which Airbnb determines and may alter at any time in its sole discretion.
- **Surveillance and Disciplinary Suppression, Suspension, and/or Termination:** Airbnb continuously monitors host performance and may suppress, suspend, or terminate hosts who do not maintain high customer satisfaction rates, accept instant bookings, maintain fast response times, or otherwise comply with Airbnb's unilateral mandates. My listings have been so severely suppressed following the events described herein that my inquiries and revenue entirely ceased, even on listings that had been successful for years previously.
- **Unilateral Control and Bad-Faith Default Over Dispute Resolution:** Airbnb dictates through a contract of adhesion a rigid, multi-step process for hosts to resolve disputes through pre-arbitration negotiation and formal arbitration. However, Airbnb failed to comply in good faith with its own mandated terms, leaving me powerless to restore my earnings or resolve grievances during their months-long, bad-faith default.

These are only a few representative examples that demonstrate that hosts like me are workers and employees, not independent contractors. We do not have the freedom on Airbnb to set and enforce our own terms, schedule, or standards for hosting.

2. Prong B - Work Performed is Outside the Usual Course of the Hiring Entity's Business

The hiring entity must show that the worker performs tasks that are outside the usual course of the hiring entity's business operations.

Failure: Airbnb's core business is providing lodging and hospitality services. Individual hosts like me provide those lodging and hospitality services, including, without limitation, guest communications, cleaning, maintenance, preparation, amenities, and guest services that constitute the product and service being sold. Without hosts performing this core service work, Airbnb has no business.

3. Prong C: Customarily Engaged in an Independently Established Trade or Business.

The hiring entity must show that the worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed.

Failure: Individual hosts like me in the aggrieved class who host in their personal capacity, perform most administrative and physical labor themselves, and list three or fewer units typically do not operate distinct, independent commercial hospitality enterprises.

My hosting activities were almost exclusively through Airbnb since January 2021, and I was economically dependent on Airbnb. When Airbnb abruptly tightened its controls, penalized my listing, and later refused to remove a retaliatory, policy-violating review, my inquiries and bookings on that listing completely ceased. After Airbnb refused to enforce no-smoking rules and charges on a reservation in September 2025, my inquiries and bookings ceased on that listing also, leaving me with zero hosting revenue since September 2025.

Furthermore, because Airbnb's review system impacts a host's reputation industry-wide, the unmitigated retaliatory and policy-violating review also damaged my ability to secure work off Airbnb, resulting in zero outside work despite mitigation efforts, and thus proving conclusively that no independent business enterprise existed.

B. Specific Examples of Airbnb Failing the Dynamex ABC Test Within the One-Year Lookback Period

Within the applicable statutory lookback period, I experienced severe operational interference, uncompensated service labor, unreimbursed costs, and systemic economic retaliation:

The March 2025 Merchant Interference & Regulatory Protection: In March 2025, Airbnb interfered with my merchant account and punished me during a dispute where I intervened to instruct a guest to stop violating local laws. Airbnb unfairly sided with the guest's frivolous privacy complaint and — on information and belief — also interfered with my API-connected merchant account. The impact of this incident carried into the lookback period because I was forced to switch to attempting to collect cash from guests for deposits. This, in turn, jeopardized my personal safety during hosting activities in Summer 2025, led to retaliatory actions by those later guests, and thus further suppressed my listings.

The July 2025 Retaliatory and Policy-Violating Review: As a direct result of the March incident and the forced shift to cash security deposits, an angry guest—who, as is typical, failed to read the Host Contract before instant booking—retaliated against my enforcement of clearly pre-disclosed terms with a damaging review. Under its previously established policy interpretations, Airbnb should have removed this review. Instead, Airbnb made abrupt, unpublished policy changes in 2025 and refused to remove it. My uncompensated administrative labor attempting to persuade Airbnb to act in good faith and remove the review extended deep into the statutory lookback period, during which all inquiries and bookings on that listing entirely ceased. As well, Airbnb refused to compensate me for damage left by the guest, so I was forced even with physically disabled hands and shoulders to engage in difficult and painful physical labor during the lookback period to complete these repairs myself.

The August–September 2025 Final Reservation (Smoke Remediation & Powerlessness): On my final reservation in August–September 2025, the guest began arguing about the security deposit prior to check-in, despite its clear disclosure on the listing. Knowing from Airbnb’s established pattern and practice that Airbnb would refuse to let me enforce the Host Contract to cancel before arrival, I was once again forced to engage in extensive uncompensated labor and unreimbursed expenses. Upon arrival, the guest began smoking heavily inside the house. I was entirely powerless to remove them due to Airbnb’s pattern of penalizing hosts for enforcing rules. The guest threatened me with a retaliatory review, and I feared for my safety while Airbnb failed to intervene. Furthermore, Airbnb intercepted and refused to present smoke remediation charges to the guest or provide any compensation. This reservation typified Airbnb’s model, forcing me to perform weeks of uncompensated administrative and physical labor before, during, and after the stay instead of being permitted to enforce the Host Contract as written.

Uncompensated Post-Stay Physical Labor: Following the August–September 2025 stay, I engaged in extensive uncompensated labor to remediate heavy smoke odor and residue left by the guest.

Futile Listing Re-optimization: Following these events, and after all inquiries and bookings ceased on both of my previously successful listings, I was forced to commit a large amount of uncompensated administrative and physical labor and personal funds over several months from August 2025 to January 2026 attempting to enhance, alter, and re-optimize the listing to adjust to Airbnb’s bad-faith handling of my host account and abrupt, unpublished policy changes regarding reviews, compensation for damages, and algorithmic rules. This was not successful, and I have not had a single inquiry or booking on either my old or the new listing since September 2025.

Futile "Consumer Friendly" Dispute Resolution Labor: From August 2025 through March 2026, I also completed uncompensated administrative labor, numerous trips to the post office, and some money attempting to comply with Airbnb's mandated "consumer-friendly dispute resolution process." Rather than resolving the issue, Airbnb ignored all communications for months, failed to pay the arbitration fees it explicitly promised to cover, and defaulted entirely.

Total Revenue Destruction: In the interim, while trapped in obstructed dispute resolution and dealing with Airbnb default, I lost all of my peak holiday and winter season revenue. Due to being misclassified as an independent contractor, I was unable to seek unemployment compensation or other benefits.

C. Airbnb's Violations of California Labor Law

Because Airbnb hosts in the aggrieved class — including me — are, in fact, employees, they are protected by the California Labor Code. Accordingly, we wish to notify you of the following violations of the California Labor Code, Unemployment Insurance Code, and Business and Professions Code:

1. **Failure to Pay Minimum Wage (Cal. Lab. Code §§ 1182.12, 1182.13, 1194, 1197, 1197.1):** Failing to ensure all hours worked—including, without limitation, property maintenance, smoke/damage remediation, cleaning, guest communication, inventory checks, guest supervision, overnight 24/7 vigilance, Airbnb-imposed administrative burdens, dispute resolution time, listing creation/re-optimization hours, and uncompensated administrative wait times—result in effective compensation at or above the legal minimum wage.
2. **Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198, 554):** Failing to pay appropriate overtime premium rates for hours worked in excess of 8 hours in a workday or 40 hours in a workweek due to misclassification and failure to track operational hours.
3. **Failure to Reimburse Necessary Business Expenses and Losses (Cal. Lab. Code § 2802):** Failing to reimburse me and similarly situated hosts for all reasonably necessary expenditures and losses incurred in the discharge of our operational duties, including, without limitation, property maintenance costs, smoke remediation supplies, cleaning supplies, utility overhead, phone and data expenses, device costs, chargeback liabilities, and losses incurred via forced refund deductions, dates that had to be blocked for remediation of guest-caused damages, uncompensated damage repairs, and wrongfully unmitigated review damages.

4. **Failure to Provide Meal and Rest Periods (Cal. Lab. Code §§ 226.7, 512):** Failing to provide legally compliant, duty-free meal and rest breaks, or premium pay in lieu thereof, because workers were improperly treated as independent contractors or exempt from break schedules.
5. **Failure to Provide Paid Sick Leave (Cal. Lab. Code § 246):** Failing to provide and permit the accrual and use of paid sick leave for me and other eligible individuals performing work controlled by Airbnb.
6. **Willful Misclassification (Cal. Lab. Code § 226.8):** Willfully misclassifying me and similarly situated hosts as independent contractors to evade statutory labor obligations, avoid payroll taxes, and shift operational risks onto individual workers.
7. **Failure to Provide Accurate Itemized Wage Statements and Maintain Records (Cal. Lab. Code §§ 226, 1174, 1174.5):** Failing to provide compliant, itemized wage statements reflecting accurate hours worked, gross/net pay, and hourly rates, and failing to maintain statutory payroll and time records.
8. **Failure to Timely Pay All Wages Due Upon Separation (Cal. Lab. Code §§ 201, 202, 203):** Failing to pay all earned wages immediately upon termination, deactivation, or resignation, triggering waiting-time penalties.
9. **Retaliation and Whistleblower Violations (Cal. Lab. Code §§ 98.6, 1102.5):** Retaliating against me and similarly situated hosts—including through deactivation, algorithmic listing suppression, merchant account interference, and retention of a retaliatory, policy-violating review—because we exercised statutory rights, raised complaints regarding working conditions or unfair Airbnb policies, or sought legal recourse.
10. **Failures Regarding Payroll Taxes, State Disability Insurance, and Workers' Compensation (Un Ins. Code §§ 976, 976.6, 986, 13020, 13021; Cal. Lab. Code § 3700):** Failing to pay unemployment insurance contributions, Employment Training Fund taxes, withhold and remit State Disability Insurance (SDI) and state income taxes, and failing to secure workers' compensation insurance coverage for me and other misclassified workers.
11. **Unlawful, Unfair, and Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.):** Engaging in systematic acts of unfair competition by misclassifying me and other similarly situated workers, shifting operational costs, overriding contracts, refusing valid damage claims, defaulting on

mandatory dispute resolution promises, interfering with merchant accounts, and exploiting Airbnb architecture to suppress earnings through unmitigated review retaliation.

IV. RELIEF AND CIVIL PENALTIES SOUGHT

On behalf of the State of California and all aggrieved current and former non-commercial service hosts, I seek all available civil penalties, statutory penalties, restitution of wrongfully forfeited revenue and unpaid wages, unreimbursed business expenses, interest, and costs under Labor Code § 2699(f), § 558, § 226.3, § 210, Business and Professions Code § 17203, and all other applicable provisions.

Pursuant to California Labor Code § 2699.3, the LWDA has 65 days to review this notice. If the LWDA provides notice that it does not intend to investigate, or if no notification is received within the statutory timeframe, I reserve the right to file a civil complaint.

This notice is not an exhaustive statement of all violations. The Claimant explicitly reserves the right to amend this notice, supplement the factual assertions, and narrow or expand the specific code provisions at a later date.

Reservation of Rights (No Re-Opening, Consent, Waiver, or Election)

This letter is not a re-opening of the arbitration that was administratively closed on February 13, 2026, due to Airbnb's failure to timely pay fees. Nor is this letter an election of remedies. As with all of my prior communications: All rights, remedies, and procedural elections under applicable law are expressly reserved. Nothing in this correspondence shall be construed as consent, waiver, or election of remedies.

Sincerely,



Erika R. Frick

