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*Attorneys for Plaintiffs Meredith Lodging LLC,
Meredith Lodging Oregon Coast LLC, and
Meredith Lodging Central Oregon LLC*

UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

EUGENE DIVISION

MEREDITH LODGING LLC, an Oregon
limited liability company; MEREDITH
LODGING OREGON COAST LLC, an
Oregon limited liability company; MEREDITH
LODGING CENTRAL OREGON LLC, an
Oregon limited liability company,

Plaintiffs,

vs.

VACASA LLC, a Delaware limited liability
company,

Defendant.

NO.

COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiffs Meredith Lodging LLC, Meredith Lodging Oregon Coast LLC, and Meredith

Lodging Central Oregon LLC (collectively referred to in the singular as “Meredith Lodging”), allege as follows:

I. NATURE OF THE DISPUTE

Truth matters. Whether the context is politics, science, or commercial advertising, dishonesty has consequences.

–Suzie's Brewery Co. v. Anheuser-Busch Companies, LLC¹

1. This is an action for false advertising under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), and for common law defamation per se and trade libel under Oregon state common law. Frustrated by healthy and fair competition in its home-state from Meredith Lodging’s much smaller, local, and family-owned business, Defendant Vacasa LLC (“Vacasa”), has embarked on a smear campaign surgically targeted at Meredith Lodging’s homeowner customers, designed to unfairly snuff out that competition.

2. Over the last two months, Vacasa’s sales representatives have systematically contacted homeowners who Vacasa knows are under exclusive contract with Meredith Lodging, and disseminated false and misleading statements about Meredith Lodging, including that it “suffers from lack of cleanliness,” “has problems with its housekeeping crews,” and does not have “a manager to manage negative online reviews.” While these allegations would harm a business in any industry, they are uniquely harmful to businesses in the hospitality industry, like Meredith Lodging. And more importantly, Vacasa’s statements are false. Unless the Court puts a stop to this misconduct, Vacasa appears poised to continue its strategy of undermining the

¹ 21-CV-178-SI, 2021 WL 472915, at *1 (D. Or. Feb. 9, 2021) (Simon, J.).

reputation and goodwill Meredith Lodging has spent years developing.

II. PARTIES

A. Plaintiffs.

3. Plaintiff Meredith Lodging LLC is an Oregon limited liability company with its principal place of business in Bend, Oregon. Plaintiff Meredith Lodging LLC also maintains an additional regional headquarters in Lincoln City, Oregon, and several other local offices in the markets it serves. Meredith Lodging manages vacation rental properties throughout Central Oregon and along the Oregon Coast.

4. Plaintiff Meredith Lodging Oregon Coast LLC is an Oregon limited liability company with its principal place of business in Lincoln City, Oregon, and is a wholly owned subsidiary of Plaintiff Meredith Lodging LLC.

5. Plaintiff Meredith Lodging Central Oregon LLC is an Oregon limited liability company with its principal place of business in Bend, Oregon, and is a wholly owned subsidiary of Plaintiff Meredith Lodging LLC.

B. Defendant.

6. Defendant Vacasa LLC is a Delaware limited liability company with its principal place of business in Portland, Oregon, and operating and doing business in the State of Oregon. Although Vacasa markets itself as an international vacation rental management company, it directly competes with Meredith Lodging in the vacation rental markets for properties located in Oregon.

III.

JURISDICTION & VENUE

7. This action arises under the Lanham Act, 15 U.S.C. §§ 1051, *et seq.*, and the laws of the State of Oregon.

8. This Court has jurisdiction over this action under 28 U.S.C. § 1331, because it arises under the Lanham Act, 15 U.S.C. §§ 1051, *et seq.* This Court has jurisdiction over the common-law claims for defamation per se and trade libel/commercial disparagement because they are so related to the Lanham Act claim that they form part of the same case and controversy, and therefore fall within the scope of this Court's supplemental jurisdiction under 28 U.S.C. § 1367.

9. Venue is proper in this Court under 28 U.S.C. § 1391(b) and (c).

10. Under LR 3-2, divisional venue lies in the Eugene Division because a substantial part of the events or omissions giving rise to Meredith Lodging's claims occurred in or concern properties located in Deschutes County, Oregon.

IV. FACTS

A. The Vacation Rental Management Industry.

11. The short-term vacation rental industry has grown rapidly in Oregon, across the United States, and throughout the world largely due to internet-based markets providing homeowners an opportunity to rent out their vacation homes when not personally in use. Families now have an affordable mechanism to purchase a second home for vacation use, allowing them to supplement household income with a share of the vacation rental proceeds. In turn, vacation rental guests enjoy a beautiful destination and a taste of the local life in a *home*—

an experience markedly different from a stay in a hotel. Thus, short-term rentals are part of the new “sharing economy,” where consumers now find ways to share under-used assets rather than committing scarce resources to building even more under-used assets.

12. But sharing requires coordination. Vacation rental property management companies meet this need by combining local presence and technologies to synchronize and manage booking, reception, cleaning, maintenance, security, and other aspects of property management for homeowners.

B. Meredith Lodging and Its Business.

13. Meredith Lodging is a family-owned and -operated vacation home rental management company, managing rental properties throughout Central Oregon and along the Oregon Coast. Meredith Lodging maintains an Oregon Coast headquarters in Lincoln City and a Central Oregon headquarters in Bend. In addition, Meredith Lodging has local offices and locally-based staff and support teams in Bella Beach, Waldport, Depoe Bay, Neskowin, Pacific City, Manzanita, Seaside, and Sunriver.

14. Homeowners in these areas contract with Meredith Lodging to manage virtually every aspect of renting out their vacation homes, including:

- marketing and advertising the vacation homes available to rent;
- screening potential guests;
- contracting with guests to rent the vacation homes;
- booking guests in their chosen vacation homes for their chosen period of stay;
- ensuring guests have access to the properties they rent and return the keys

when they depart;

- collecting rental payments from guests and remitting payment to homeowners;
- making sure homes are cleaned after guests leave before the next set of guests arrive;
- ensuring the vacation homes are well-maintained; and
- offering other guest and hospitality services so that guests thoroughly enjoy their stay.

15. As is industry standard for vacation rental property management, Meredith Lodging secures exclusive property management contracts with the homeowners whose properties it manages. This ensures Meredith Lodging is able to control and plan for rental scheduling, and coordinate bookings, maintenance, cleanings, and other logistics, and provide a consistent customer experience to every guest who books a stay through Meredith Lodging.

16. In keeping with industry standard, the first sentence of the first paragraph of all Meredith Lodging homeowner contracts reads: “*Owner hereby contracts with and retains Agent as the Owner’s exclusive listing agent for the rental of the Property.*”

17. Under these contracts, Meredith Lodging is compensated based on a percentage of the rent it collects from managing a homeowner’s property. Because Meredith Lodging generates revenue based on the amount of rent it collects from managing properties, maximizing bookings for each property is mutually beneficial to both Meredith Lodging and the homeowners who contract with it. This business model means that Meredith Lodging’s revenue and profits correspond to the number of homes it manages.

18. The market share for vacation rental management companies in each geographic area is typically zero-sum. Because there are only a finite number of vacation homes to rent in a given area, companies operating in the same geographic area necessarily compete for opportunities to rent the same properties.

19. By serving as an essential intermediary between homeowners and guests, Meredith Lodging effectively has two sets of clients: (i) the guests who rent vacation homes through Meredith Lodging (“Guests”) and (ii) the homeowners whose vacation homes Meredith Lodging manages and rents to guests (“Homeowners”).

20. Meredith Lodging invests significant resources in promoting the business interests of its Homeowners. Meredith Lodging employs a manager to manage negative reviews by Guests. As part of its unique business model, Meredith Lodging also maintains physical offices with staff and support teams in all locations where it manages homes. This ensures that both Guests and Homeowners have ready access to a company contact should problems arise during a stay. Indeed, Meredith Lodging’s investment in its local presence in each geographic area where it operates is one of the key factors that distinguishes it from competing vacation rental management companies.

21. As of this date, Meredith Lodging does not manage vacation rental properties located outside the State of Oregon.

22. Even so, Meredith Lodging’s Guests and Homeowners reside in many different states throughout the country.

C. Vacasa and Its Business.

23. Vacasa is also a vacation rental management company.

24. On information and belief, Vacasa manages over 25,000 vacation rental properties located in 17 countries and 31 U.S. states.

25. Vacasa also manages vacation rental properties in many of the same geographic areas in Oregon as Meredith Lodging, including properties along the Oregon Coast, in Central Oregon, and in or near the city of Bend, Oregon.

26. On information and belief, much like Meredith Lodging, Vacasa generates more revenue when it manages additional vacation rental properties.

27. On information and belief, Vacasa requires the homeowners whose properties it manages to sign exclusive management contracts.

28. Because Vacasa manages vacation rental properties in the same geographic areas as Meredith Lodging, Vacasa directly competes with Meredith Lodging for the opportunity to manage rental properties in these areas.

29. Vacasa has previously sent out promotional mailers to homeowners with properties located in the same geographic areas where Meredith Lodging manages vacation rental properties.

30. On information and belief, Vacasa has delivered these promotional mailers with the goal of increasing its market share in these areas.

31. On information and belief, Vacasa's promotional mailers include the following text: *"This letter is not intended to solicit the breach of any exclusive agreement for rental*

property management.”

D. Vacasa Begins an Unfair Campaign to Poach Meredith Lodging’s Homeowners, Using False and Misleading Representations.

32. Starting in January 2021, Vacasa began a campaign to systematically contact and try to poach business from Homeowners under exclusive contract with Meredith Lodging. In many instances, Vacasa’s representatives have made false or misleading statements about Meredith Lodging to these Homeowners. The following paragraphs contain a non-exclusive list of these attempts to date.

1. The Tamayos/Amanda’s Cottage.

33. Aleksander and Barbara Tamayo are residents of California who have contracted with Meredith Lodging to manage a home they own located in Waldport, Oregon, which is marketed under the name “Amanda’s Cottage.”

34. Meredith Lodging maintains a physical office in Waldport, Oregon with locally based staff.

35. On information and belief, Vacasa does not maintain a physical office in Waldport, Oregon.

36. In or around January 2021, an employee or other representative of Vacasa contacted Mr. Tamayo by phone and tried to persuade him to leave Meredith Lodging and switch the management of Amanda’s Cottage over to Vacasa.

37. On information and belief, during that phone call, the Vacasa representative told Mr. Tamayo there were “reviews on VRBO for Meredith Lodging stating that there is a lack of cleanliness” and Meredith Lodging “had no manager review for negative reviews,” all while

claiming Vacasa “could manage the property better.”

38. Following that call, Ms. Tamayo contacted Meredith Lodging and asked to follow-up on the reviews, and ensure the reviews are addressed.

39. On information and belief, the Vacasa representative’s statements to Mr. Tamayo were false because Meredith Lodging does have multiple managers to manage negative reviews. On information and belief, the Vacasa representative made other false statements to Mr. Tamayo during the phone call.

2. Robert Sesar/Just Beachy.

40. Robert Sesar is a California resident who has contracted with Meredith Lodging to manage a home he owns located in Lincoln City, Oregon, which is marketed under the name “Just Beachy.”

41. On or around January 14, 2021, an employee or other representative of Vacasa contacted Mr. Sesar by calling his personal cell phone, and tried to persuade Mr. Sesar to leave Meredith Lodging and switch the management of Just Beachy over to Vacasa.

42. On information and belief, during that phone call, the Vacasa representative told Mr. Sesar that Vacasa “had heard a lot of complaints about Meredith Lodging and its housekeeping teams.”

43. On information and belief, Mr. Sesar’s personal cell phone number is not publicly available information. Meredith Lodging does, however, have Mr. Sesar’s personal cell phone number in its internal, confidential business records.

44. When a representative of Meredith Lodging tried calling the Vacasa representative's phone number back later, he received a voicemail from a person who identified herself as "Rachel Sesan/Seesan."

45. On information and belief, the Vacasa representative's statement to Mr. Sesar that Vacasa "had heard a lot of complaints about Meredith Lodging and its housekeeping teams" is false.

3. John Reilly/Ski House 227.

46. John Reilly is an Oregon resident who has contracted with Meredith Lodging to manage a second home he owns in Bend, Oregon, which is marketed under the name "Ski House 227."

47. In or around January 2021, Karinda Boone—an employee or other representative of Vacasa—contacted Mr. Reilly and tried to persuade him to leave Meredith Lodging and switch to Vacasa. Meredith Lodging is familiar with Ms. Boone because she previously applied for an owner relations position and interviewed with members of the company.

48. Around that time, Ms. Boone provided Mr. Reilly with a document purporting to compare the rental income he could earn if he left Meredith Lodging and switched the management of Ski House 227 over to Vacasa. Ms. Boone also contacted Mr. Reilly by phone and represented to him that Vacasa has had homeowners switch over from Meredith Lodging because of what she called "lack of cleanliness." When Mr. Reilly asked Ms. Booth for references or other information to substantiate her representations, however, Ms. Booth was unable to provide any corroborating information.

49. On information and belief, Ms. Boone's statements to Mr. Reilly were false.

4. The Greshes/The Ocean Lounge.

50. Kelly and Bryan Gresh are residents of Nevada who have contracted with Meredith Lodging to manage a home they own in South Beach, Oregon, which is marketed under the name "The Ocean Lounge."

51. On or before February 13, 2021, an employee or other representative of Vacasa—whose name, on information and belief, is Christian Sadler—contacted Ms. Gresh on her cell phone and tried to persuade her to leave Meredith Lodging and switch the management of The Ocean Lounge over to Vacasa.

52. On information and belief, during that phone call, Mr. Sadler represented to Ms. Gresh that Vacasa "had been talking to a lot of unhappy Meredith Lodging customers."

53. On information and belief, the statements made by Mr. Sadler to Ms. Gresh were false.

5. The Sagers/The Nautical House.

54. Jennifer and Steve Sager are Oregon residents who have contracted with Meredith Lodging to manage a second home they own in Waldport, Oregon, which is marketed under the name "The Nautical House."

55. On or around January 26, 2021, an employee or other representative of Vacasa contacted Ms. Sager on her personal cell phone, and while acknowledging Vacasa knew the Sagers were with Meredith Lodging, tried to persuade them to leave Meredith Lodging and switch the management of The Nautical House over to Vacasa.

56. Ms. Sager subsequently informed Meredith Lodging about this call, and said she had no idea how Vacasa obtained her personal cell phone number.

57. On information and belief, Ms. Sager's personal cell phone number is not publicly available information.

6. Barbara Browne/Browne House.

58. Barbara Browne is a resident of California who has contracted with Meredith Lodging to manage a home she owns in Waldport, Oregon, which is marketed under the name the "Browne House."

59. In or around February 2021, an employee or other representative of Vacasa called Ms. Browne and, on information and belief, led her to believe during the first minutes of the call that he was associated with Meredith Lodging (even though he was not) before trying to persuade her to leave Meredith Lodging and switch the management of the Browne House over to Vacasa.

60. On information and reasonable belief, Ms. Browne told the Vacasa representative that she did not appreciate that type of call and asked him not to call again.

7. Additional Vacasa Solicitation Attempts.

61. On or around January 26, 2021, Christian Sadler—a Vacasa employee or other representative—called the husband of Sarah Behr (both of whom have contracted with Meredith Lodging for the management of a home they own) on his cell phone. On information and belief, Mr. Sadler called from a cell phone. Vacasa then emailed Ms. Behr repeatedly following Mr. Sadler's phone call.

62. On or around February 2, 2021, Mr. Sadler called Jim Prarie, another homeowner who has contracted with Meredith Lodging, on Mr. Prarie's cell phone, without Mr. Prarie's authorization.

V.

FIRST CLAIM FOR RELIEF

(False Advertising – 15 U.S.C. § 1125(a)(1)(B))

63. In 1988, Congress enacted The Trademark Law Revision Act of 1988, which expanded § 43(a) of the Lanham Act to encompass actions in which the defendant has falsely disparaged the plaintiff's goods or services. Under Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a)(1)(B), a false advertising claim arises when “any person who, on or in connection with any goods or services ... uses in commerce any ... false or misleading description of fact, or false or misleading representation of fact, which ... in commercial advertising or promotion, misrepresents the nature, characteristics, qualities, or geographic origin of his or her or another person's goods, services, or commercial activities[.]”

64. A false advertising claim under this section of the Lanham Act has five elements: (1) a false statement of fact by the defendant in a commercial advertisement about its own or another's product; (2) the statement actually deceived or has the tendency to deceive a substantial segment of its audience; (3) the deception is material, in that it is likely to influence the purchasing decision; (4) the defendant caused its false statement to enter interstate commerce; and (5) the plaintiff has been or is likely to be injured as a result of the false statement, either by direct diversion of sales from itself to defendant or by a lessening of the goodwill associated with its products.

A. Element One—Falsity.

65. Because Meredith Lodging does have multiple managers to manage negative reviews, the statements by Vacasa’s representatives that Meredith Lodging does not have a manager to manage negative reviews are literally false.

66. The statements by Vacasa’s representatives that Meredith Lodging suffers from “lack of cleanliness” and has “problems with its housekeeping crews” when considered in conjunction with statements that “Vacasa could manage the property better,” “Vacasa had heard a lot of complaints about Meredith Lodging and its housekeeping teams,” and that “a lot of homeowners had switched over to Vacasa because of housekeeping problems” are all literally false, false by necessary implication, or, at the very least, likely to mislead, confuse, or deceive consumers.

67. Further, on information and reasonable belief, these statements are false or misleading because Vacasa’s representatives had absolutely no factual basis to make these claims when they asserted them to homeowners. For example, as alleged in paragraph 48, when John Reilly (a Meredith Lodging homeowner) asked Karinda Boone (a Vacasa representative) for references to substantiate her representation that “a lot of homeowners had switched over to Vacasa because of housekeeping problems,” Ms. Booth failed or was unable to supply any references or verifying information.

B. Element One—Commercial Advertisement.

68. Although made by individual Vacasa representatives to individual Meredith Lodging homeowners, the above-referenced statements collectively qualify as a commercial advertisement.

69. To qualify as a commercial advertisement, the statement must be (1) commercial speech; (2) by a defendant who is in commercial competition with plaintiff; (3) for the purpose of influencing consumers to buy defendant's goods or services; and (4) the advertisement or promotion must be disseminated sufficiently to the relevant purchasing public to constitute advertising or promotion within that industry.

70. The statements made by Vacasa's representatives are commercial speech.

71. Vacasa is in commercial competition with Meredith Lodging in the vacation rental management business because both companies directly compete to manage the same homes located in certain geographic areas.

72. The statements made by Vacasa's representatives were made for the purpose of influencing homeowners to use Vacasa's services because Vacasa's representatives made these statements to promote the quality of Vacasa's services in conversations in which they also tried to persuade homeowners to use Vacasa rather than Meredith Lodging.

73. The statements by Vacasa's representatives were disseminated sufficiently to the relevant purchasing public because there are a finite and relatively low number of homes suitable for short term vacation rental management in the relevant geographic areas, and Vacasa disseminated these statements to many homeowners in these markets.

74. On information and belief, based on the similarity of the statements made by Vacasa's representatives in such a short period of time to the same target audience (homeowners currently under contract with Meredith Lodging), Vacasa's management directed its sales representatives to contact homeowners who are managed by Meredith Lodging and disseminate false and misleading statements about Meredith Lodging as part of an organized campaign to penetrate the relevant market.

C. Element Two—Deception.

75. Because many, if not all, of Vacasa's false statements were literally false or false by necessary implication, consumer deception is presumed.

76. To the extent that some of Vacasa's statements are only misleading, they have still actually deceived consumers and are likely to deceive other consumers. For example, as alleged in paragraphs 37 and 38, after a Vacasa representative falsely told Aleksander Tamayo that Meredith Lodging did not have a manager to manage negative reviews, Barbara Tamayo contacted Meredith Lodging to ask about management of negative reviews.

D. Element Three—Materiality.

77. Vacasa's misrepresentations and false and misleading statements of fact regarding Meredith Lodging are material to consumers and will improperly draw current Meredith Lodging homeowners and prospective homeowners to Vacasa and away from Meredith Lodging.

E. Element Four—Interstate Commerce.

78. By making its misrepresentations and false and misleading statements of fact regarding Meredith Lodging to and from cell phones—which are instrumentalities of interstate

commerce—to homeowners residing across state lines, and disseminating written communications in connection with these oral statements using email (which is also an instrumentality of interstate commerce), Vacasa caused its false statements to enter interstate commerce, in violation of the Lanham Act, 15 U.S.C. § 1125(a).

79. Further, because the vacation rental management industry in Oregon attracts homeowners and guests from different states throughout the U.S., the intra-state effect of Vacasa’s false statements substantially effect interstate commerce.

F. Element Five—Injury.

80. As a result of Vacasa’s willful and deliberate misrepresentations and false and misleading statements of fact regarding Meredith Lodging, Meredith Lodging is likely to be injured, either by a direct diversion of revenue from Meredith Lodging to Vacasa or by a lessening of the goodwill associated with Meredith Lodging’s services, entitling Meredith Lodging to damages in an amount to be proven at trial.

81. Meredith Lodging has no adequate remedy at law because Vacasa’s misrepresentations and false and misleading statements regarding Meredith Lodging’s services have damaged, and will continue to damage, Meredith Lodging’s ability to compete fairly in the market, such that damages alone cannot fully compensate Meredith Lodging for Vacasa’s misconduct. Unless enjoined by this Court, Vacasa will continue to make misrepresentations and false misleading statements of fact that disparage Meredith Lodging in connection with Vacasa’s marketing and promotion of its own services, that will, in turn, likely confuse, mislead, or deceive homeowners and improperly draw homeowners to Vacasa, causing irreparable injury to

the business, goodwill, and reputation of Meredith Lodging. This threat of future injury to Meredith Lodging's business, goodwill, and reputation requires preliminary and permanent injunctive relief.

82. Vacasa knew or should have known that its statements regarding Meredith Lodging were false statements of fact. Under the circumstances and, especially given the relative financial disparity between the parties, Vacasa's knowing false statements constitute exceptional, willful, and deliberate conduct. Accordingly, Meredith Lodging is entitled to its attorneys' fees and costs incurred in connection to this lawsuit under 15 U.S.C. § 1117.

**VI. SECOND CLAIM FOR RELIEF
(Defamation Per Se)**

83. Defamation in Oregon has three elements: (1) the making of a defamatory statement; (2) publication of the defamatory material; and (3) a resulting special harm, unless the statement is defamatory per se and therefore gives rise to presumptive special harm.

84. Vacasa's statements to homeowners that Meredith Lodging did not have a manager to manage negative reviews, suffered from lack of cleanliness, and had problems with its housekeeping staff are defamatory because they are false, harm Meredith Lodging's reputation, lower its estimation in the community, deter homeowners from associating or dealing with the company, and ascribe conduct and characteristics incompatible with the proper conduct of a lawful or quality business in the hospitality industry.

85. Vacasa published these statements by making them directly to homeowners via oral conversations over the phone, including the conversation with the Tomayos (paragraphs 33

through 39); the conversation with Robert Sesar (paragraphs 40 through 45); and the conversation between Karinda Booth and John Reilly (paragraphs 46 through 49).

86. The above-referenced statements are defamatory per se because they are likely to injure Meredith Lodging in its profession and trade and ascribe conduct and characteristic incompatible with the proper conduct of a lawful or quality business, trade, or profession.

VII.

THIRD CLAIM FOR RELIEF

(Trade Libel/Commercial Disparagement)

87. A claim for trade libel or commercial defamation under Oregon state law has three elements: (1) that the defendant published false allegations about the plaintiff; (2) that the defendant did so with malice; and (3) that the plaintiff suffered special damages or pecuniary harm as a result.

88. As alleged above (and more specifically in paragraphs 33 through 49), Vacasa published false allegations about Meredith Lodging.

89. Vacasa published these false allegations with actual malice because its primary purpose was to injure Meredith Lodging's business. As alleged above, Vacasa specifically targeted publication of its false allegations homeowners under contract with Meredith Lodging. The total revenue generated from managing homes for these homeowners is not significant compared to Vacasa's total revenue, yet it represents a significant market share in the geographic areas where these homes are located and a significant portion of Meredith Lodging's total revenue.

90. Meredith Lodging is therefore entitled to an award of actual damages for

pecuniary harm, including, but not limited to lost revenue, caused by Vacasa's defamatory statements in an amount to be proven at trial.

VIII.

RELIEF REQUESTED

WHEREFORE, Meredith Lodging is entitled to judgment that:

1. Vacasa and its employees, contractors, agents, servants, offices, and/or members, and all other persons in active concert with Vacasa be enjoined and restrained from falsely advertising about Meredith Lodging;
2. Vacasa be required to pay Meredith Lodging all damages Meredith Lodging has suffered as a result of Vacasa's misrepresentations and false and defamatory statements, including, but not limited to, lost revenue, damages to goodwill, any and all other actual damages, and presumptive damages for defamation per se, in an amount to be proven at trial;
3. Vacasa be required to pay Meredith Lodging's reasonable attorneys' fees, costs, and expenses; and
4. Meredith Lodging be granted such other relief as the Court deems just and equitable.

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DATED this _____ day of _____, 2021.

JEFFERS, DANIELSON, SONN & AYLWARD, P.S.

By _____

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