

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Case No. 19-cv-22629-FAM

DIEGO TRINIDAD,

v.

EXPEDIA, INC.

defendant.

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**AMENDED COMPLAINT FOR DAMAGES**

In the late 1950's, Diego Cosme Trinidad Valdes and his wife Estela Esperanza García, built a beachfront home in Varadero, Matanzas Province, Cuba (the "Property"), which, on their passing, was inherited by their son, Diego Trinidad.<sup>1</sup> The property faced the ocean and was located just a couple of hundred meters from the Hotel Internacional, between 72<sup>nd</sup> and 73<sup>rd</sup> street.

When Fidel Castro seized power, the Trinidad home was confiscated, and the family was forced to flee their native country for the United States. The home, along with several nearby properties ultimately were demolished, and in the late 1990s, the Barceló Solymar (the "Resort") was built. The Resort is operated by the Barceló Hotel Group (the "Barceló Group") in a joint venture with the Cuban government. Stays at the Resort are offered to travelers, including Florida and other U.S. residents, not only directly through the Barceló Group's own website, but also—until very recently—through online booking providers like Expedia, Inc. ("Expedia").<sup>2</sup>

Together, the Cuban government, the Barceló Group, Expedia, and others have exploited and benefitted from Diego Trinidad's property for decades without his consent and without paying him—the rightful owner—any compensation whatever. Diego Trinidad now sues defendant Expedia under the Cuban Liberty and Democratic Solidarity Act, 22 U.S.C. § 6021, *et seq.* (the "LIBERTAD Act"), for unlawful trafficking in his confiscated property in Cuba.

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<sup>1</sup> Diego Trinidad is the current heir to the Property and, thus, is entitled to bring this action.

<sup>2</sup> Between the date Trinidad gave Expedia notice of his intent to add Expedia to this action on August 8, 2019, and the filing of this Amended Complaint, it appears that Expedia, in recognition of its liability, has removed its listing for the Resort from its website. Expedia is nonetheless liable because it trafficked the Barcelo Solymar within the last two years. *See* 22 U.S.C. § 6084.

### **THE PARTIES**

1. Diego Trinidad is a United States citizen and a natural person who resides in Miami, Florida.

2. Defendant Expedia is a Delaware corporation with its principal place of business in Bellevue, Washington.

### **JURISDICTION AND VENUE**

3. This Court has subject matter jurisdiction of this action under 28 U.S.C. § 1331 because this action arises under the LIBERTAD Act (22 U.S.C. § 6082) and the amount in controversy exceeds \$50,000, excluding interest, costs, and attorneys' fees.

4. The Court has personal jurisdiction over Expedia under Fla. Stat. §§ 48.193(1)(a)(1) and (1)(a)(2) because it maintains and carries on continuous and systematic contacts with Florida, regularly transacts business within Florida, regularly avails itself of the benefits of its presence in Florida, and committed a tortious act within Florida.

5. Venue is proper in this District under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred in this District.

### **THE LIBERTAD ACT**

6. In 1996, in response to the communist Cuban government's shutdown and murder of four civilian pilots performing humanitarian work with the Cuban-American group Brothers to the Rescue, Congress passed the LIBERTAD Act to strengthen sanctions against the communist Cuban government and deter the exploitation of wrongfully confiscated property in Cuba belonging to U.S. nationals.

7. Title III of the LIBERTAD Act provides U.S. nationals whose property in Cuba had been confiscated by the communist Cuban government with a right of action against those who traffic, and benefit from trafficking, in that property. 22 U.S.C. §§ 6081-6085.

8. Since the LIBERTAD Act's enactment more than twenty years ago, successive Presidents of the United States suspended the right of action provided by Title III. As of May 2, 2019, the suspension was not renewed. Trinidad now has the right to file suit under the LIBERTAD Act.

### **FACTUAL ALLEGATIONS**

#### ***A. The Property***

9. On January 1, 1959, Fidel Castro took power in Cuba and instituted a communist regime. Thereafter, in the early 1960's, the Cuban government confiscated the Property from the Trinidad Family, as it ultimately did with all privately owned property on the island.

10. In 1960, Diego Cosme Trinidad Valdez, his wife, and their son, Diego Trinidad, fled their native country to the United States.

11. On the passing of Diego Cosme Trinidad Valdez and his wife, the property which is the subject of this action was inherited by their son, Diego Trinidad, who has resided in the United States for decades.

12. Since the late 1990s, the Barceló Group, together with Gran Caribe, an agency of the Cuban government, has operated the Resort. U.S. residents, including Florida residents, can book stays at the Resort not only directly through the Barceló Group's own website, but also—until very recently—through Expedia, securing those reservations with a credit card.

#### ***B. Succession Rights to the Properties***

13. As of the time of the filing of this lawsuit, Trinidad is one of the rightful owners of the Resort, which is being trafficked by the Cuban government, the Barceló Group, Expedia and others.

**C. *Expedia Has Trafficked the Property Without Authorization and Without Compensating Diego Trinidad***

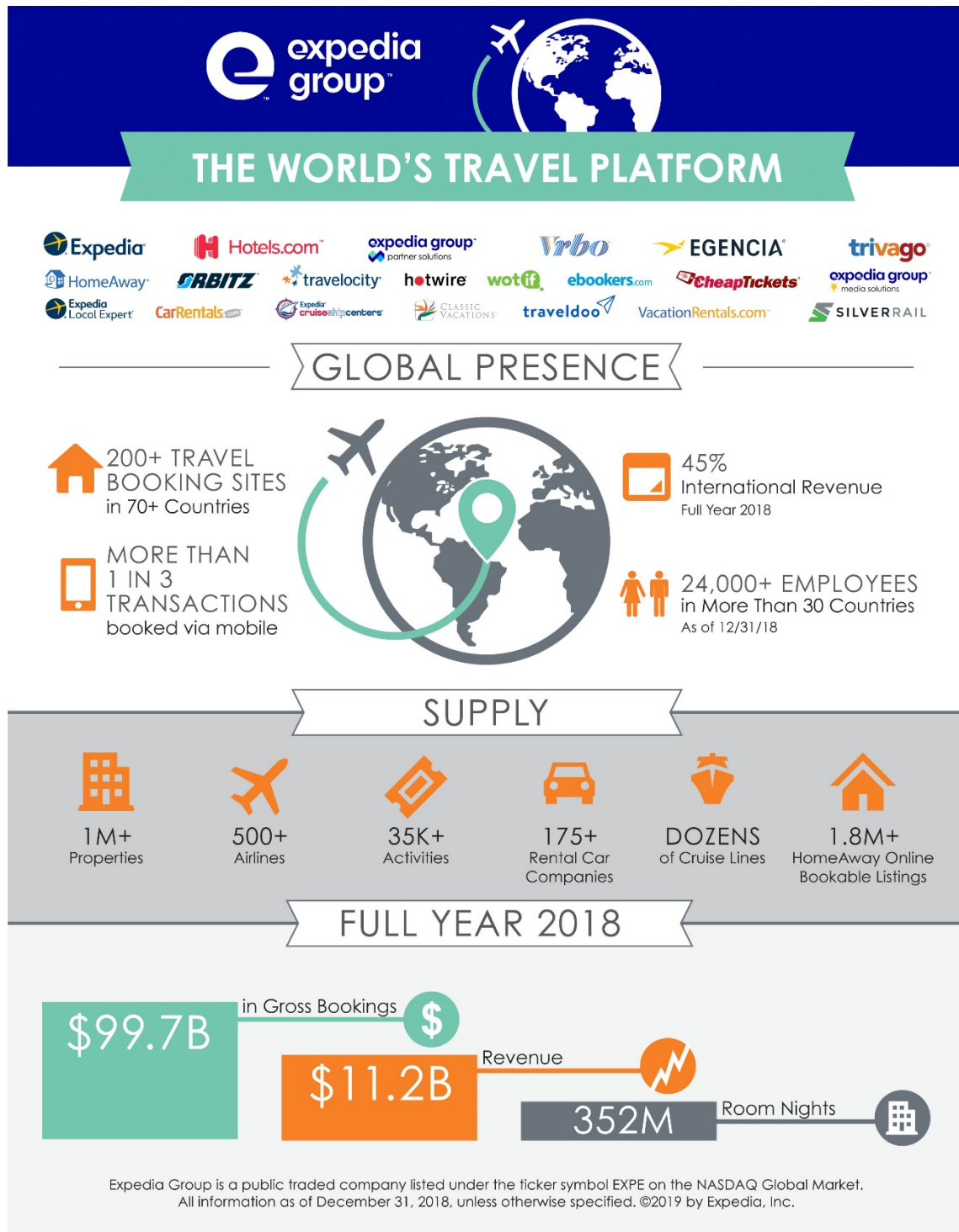
14. Trinidad never has given any sort of authorization to Expedia, and Expedia never has paid—and Trinidad never has received—any compensation whatsoever for Expedia's trafficking of the Resort.

15. Trinidad was not eligible to file a claim with the Foreign Claims Settlement Commission under Title V of the International Claims Settlement Act of 1949 (22 U.S.C. § 1643, *et seq.*), because neither he nor his parents were U.S. citizens at the time the Resort was confiscated.

16. The Resort has not been the subject of a certified claim under Title V of the International Claims Settlement Act of 1949 (22 U.S.C. § 1643 *et seq.*).

**D. *The Expedia Entities***

17. Expedia, Inc. is the corporate parent company for a number of brands, including trivago, Hotels.com, and Orbitz. In fact, Expedia, Inc. lists a total of 21 subsidiaries or affiliates, through which it maintains more than 200 travel booking sites across more than 70 countries, and through which it offers more than 1 million properties for rent.



<https://www.expediagroup.com/about/>

18. According to Expedia, Inc.’s most recent 10-K filing, Expedia and its affiliates and subsidiaries (the “Expedia Entities”) “make travel products and services available both on a

stand-alone and package basis, primarily through the following business models: the merchant model, the agency model and the advertising model.” Expedia, Inc., Annual Report (Form 10-K) (Feb. 14, 2018) at 5.

Under the merchant model, we facilitate the booking of hotel rooms, airline seats, car rentals and destination services from our travel suppliers and we are the merchant of record for such bookings. The majority of our merchant transactions relate to hotel bookings. Under the agency model, we facilitate travel bookings and act as the agent in the transaction, passing reservations booked by the traveler to the relevant travel provider. We receive commissions or ticketing fees from the travel supplier and/or traveler.

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Under the advertising model, we offer travel and non-travel advertisers access to a potential source of incremental traffic and transactions through our various media and advertising offerings on trivago and our transaction-based websites.

*Id.* at 5-6.

19. When the Expedia Entities operate under the merchant model, customers “pay [the Expedia Defendants] for merchant hotel transactions prior to departing on their trip, generally when they book the reservation.” *Id.* at F-10. As to how the Expedia Entities profit from this model, they “generally contract in advance with lodging providers to obtain access to rooms at negotiated rates” then re-sell the rooms to its customers at a profit. *Id.* at F-11.

20. When the Expedia Entities operate under the agency model, the Expedia Entities “act as the agent in the transaction, passing reservations booked by the traveler to the relevant travel provider” and “receive commissions or ticketing fees from the travel supplier and/or traveler.” *Id.* at F-10.

21. Expedia provides online booking services for many hotels in Cuba, including—until very recently—the Resort,<sup>3</sup> a portion of which sits on the Property.

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<sup>3</sup> It appears that the Resort was removed from the Expedia website between August 7, 2019, the date Expedia received notice of Trinidad’s intent to add Expedia to this action, and the filing of

**CAUSE OF ACTION**

**COUNT I**

**Private Right of Action Under 22 U.S.C. § 6082(a)(1)**

22. Trinidad incorporates paragraphs 1 to 21 into this count.

23. This claim is brought under Title III of the LIBERTAD Act, 22 U.S.C. § 6082.

24. Expedia is a “person” as defined by 22 U.S.C. § 6023(11).

25. Trinidad is the rightful owner of property that was confiscated by the communist Cuban government.

26. Expedia has trafficked in the Resort, as that term is defined in 22 U.S.C. § 6023(13), by offering, for economic benefit, reservations at the Resort, which trafficking continued until at least June 25, 2019, in violation of Title III of the LIBERTAD ACT.

27. Expedia conducted this trafficking “without the authorization of any United States national who holds a claim to the property” (22 U.S.C. § 6023(13)) in violation of Title III of the LIBERTAD Act.

28. Accordingly, Trinidad is entitled to damages to be determined under 22 U.S.C. § 6082(a)(1)(A)(i), along with attorneys’ fees and costs under 22 U.S.C. § 6082(a)(1)(A)(ii).

29. Trinidad, in compliance with 22 U.S.C. §§ 6082 (a)(3)(B) and (a)(3)(D), provided notice to Expedia more than 30 days before joining it as defendant in this action. On information and belief, notwithstanding this notice, Expedia continued to traffic in the Resort more than 30 days after it received that notice.

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this Amended Complaint. Expedia’s removal of the Barcelo Solymar appears to be a subsequent remedial measure evidencing guilty knowledge.



**PRAYER FOR RELIEF**

WHEREFORE, Trinidad demands the following relief:

- (a) A judgment against Expedia that:
- i. Awards actual damages in an amount to be determined under 22 U.S.C. § 6082(a)(1)(A)(i);
  - ii. Awards reasonable attorneys' fees and costs incurred in this action under 22 U.S.C. § 6082(a)(1)(A)(ii);
  - iii. Awards treble damages under 22 U.S.C. § 6082(a)(3)(C);
  - iv. Awards appropriate post-judgment interest; and
  - v. Grants all other relief that the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Trinidad demands trial by jury on all issues so triable.

Dated: September 27, 2019

Respectfully submitted,

**RIVERO MESTRE LLP**

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**CERTIFICATE OF SERVICE**

I certify that on September 27, 2019, I electronically filed this document with the Clerk of the Court using CM/ECF. I also certify that this document is being served today on all counsel of record by transmission of Noticed of Electronic Filing generated by CM/ECF.

s/ Andrés Rivero  
ANDRÉS RIVERO