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F I L E D
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12 **Attorneys for Plaintiffs**

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF SAN DIEGO**

16 JANE DOE NO. 15, an individual; JANE DOE
17 NO. 16, an individual;

18 Plaintiffs,

19 v.

20 GIRLSDOPORN.COM, a business
organization, form unknown; MICHAEL J.
21 PRATT, an individual; ANDRE GARCIA, an
individual; MATTHEW WOLFE, an
22 individual; BLL MEDIA, INC., a California
corporation; BLL MEDIA HOLDINGS, LLC,
23 a Nevada limited liability company; DOMI
PUBLICATIONS, LLC, a Nevada limited
24 liability company; EG PUBLICATIONS, INC.,
25 a California corporation; M1M MEDIA, LLC,
a California limited liability company;
26 BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL
27 MEDIA LIMITED, a business organization,
form unknown; MERRO MEDIA, INC., a
28 California corporation; MERRO MEDIA

CASE NO.: **37-2017-00033321-CU-FR-CTL**

COMPLAINT

[JURY TRIAL DEMANDED]

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. Misappropriation of Name & Likeness
[Common Law]
6. Misappropriation of Name & Likeness
[Civ. C. § 3344]
7. Intentional Infliction of Emotional Distress
8. Negligence
9. Breach of Contract
10. Promissory Estoppel
11. Unlawful & Fraudulent Business Practices
[Bus. & Prof. Code §17200]
12. Fraudulent Transfer

1 HOLDINGS, LLC, a Nevada limited liability
2 company; CLOCKWORK PRODUCTIONS,
3 INC., a business organization, form unknown;
4 UHD PRODUCTIONS, LLC, a Wyoming
5 limited liability company; BUBBLEGUM
6 FILMS, LTD., a business organization, form
7 unknown; GREENHILL SERVICES, LTD., a
8 business organization, form unknown; SIDLE
9 MEDIA LIMITED, a business organization,
form unknown; RIVA YOUSIF, an individual;
THEODORE GYI, an individual; VALERIE
MOSEY, an individual; CLIFF ELLIS, an
individual; KAILYN WRIGHT, an individual;
DOUGLAS WIEDERHOLD, an individual;
and ROES 1 - 550, inclusive,

10 Defendants.

11
12 This action is intricately related to San Diego Superior Court Case No.: 37-2016-19027-CU-FR-
13 CTL, where 14 similarly-situated young women sue the same fraudulent pornography business.

14 ----

15 Plaintiffs JANE DOE NO. 15 and JANE DOE No. 16, inclusive, individuals, (all plaintiffs
16 collectively, "Plaintiffs") bring this complaint against defendants GIRLSDOPORN.COM, a business
17 organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual;
18 MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA
19 HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada
20 limited liability company; EG PUBLICATIONS, INC., a California corporation; MIM MEDIA, LLC,
21 a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form
22 unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA,
23 INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability
24 company; CLOCKWORK PRODUCTIONS, INC., place of incorporation unknown; UHD MEDIA,
25 INC., place of incorporation unknown; BUBBLEGUM FILMS, LTD., place of incorporation unknown;
26 GREENHILL SERVICES, LTD., place of incorporation unknown; SIDLE MEDIA LIMITED, place of
27 incorporation unknown; RIVA YOUSIF, an individual; THEODORE "TEDDY" GYI, an individual;
28 VALERIE MOSER, an individual; CLIFF ELLIS, an individual; and ROES 1-550 (all defendants

1 collectively, "Defendants").

2 **THE PARTIES**

3 **Plaintiffs**

4 1. Plaintiff JANE DOE NO. 15 is an individual residing in the State of Colorado.

5 2. Plaintiff JANE DOE NO. 16 is an individual residing in the State of Minnesota.

6 **Defendants**

7 3. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of
8 business in San Diego County, California.

9 4. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego
10 County, California.

11 5. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place
12 of business in Clark County, Nevada.

13 6. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of
14 business in Clark County, Nevada.

15 7. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in
16 San Diego County, California.

17 8. M1M MEDIA, LLC is a California limited liability company with its principal place of business
18 in San Diego County, California.

19 9. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information
20 and belief, its "principal place of business" in Port Vila, Vanuatu.

21 10. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information
22 and belief, its "principal place of business" in Port Vila, Vanuatu.

23 11. MERRO MEDIA, INC. is a California corporation with its principal place of business in San
24 Diego County, California.

25 12. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal
26 place of business in Clark County, Nevada.

27 13. CLOCKWORK PRODUCTIONS, INC. is a corporation. Plaintiffs are unaware of what state or
28 foreign nation it is incorporated in.

1 14. UHD PRODUCTIONS, LLC is a limited liability company organized in the State of Wyoming
2 with its principal place of business in San Diego, California.

3 15. BUBBLEGUM FILMS, LTD is a business organization, form unknown, with, on information
4 and belief, its “principal place of business” in Port Vila, Vanuatu.

5 16. GREENHILL SERVICES, LTD. is a corporation. Plaintiffs are unaware of what state or
6 foreign nation it is incorporated in.

7 17. SIDLE MEDIA LIMITED is a corporation. Plaintiffs are unaware of what state or foreign
8 nation it is incorporated in.

9 18. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
10 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., MIM MEDIA, LLC,
11 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
12 MEDIA HOLDINGS, LLC; CLOCKWORK PRODUCTIONS, INC., UHD PRODUCTIONS, LLC,
13 BUBBLEGUM FILMS, LTD., GREENHILL SERVICES, LTD, SIDLE MEDIA LIMITED and ROES
14 1 - 250 (“THE ENTITY DEFENDANTS”) are entities in the business of online pornography
15 production, distribution, and sales. On information and belief, THE ENTITY DEFENDANTS own
16 and/or operate numerous online pornography websites, including, without limitation,
17 www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com.

18 19. MICHAEL J. PRATT (“PRATT”) is an individual residing in San Diego County, California.
19 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,
20 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

21 20. ANDRE GARCIA (“GARCIA”) is an individual residing in San Diego County, California. On
22 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS
23 – as well as a participant and “actor” in their pornography.

24 21. MATTHEW WOLFE (“WOLFE”) is an individual residing in San Diego County, California.
25 On information and belief, he is a sales agent and representative for each of THE ENTITY
26 DEFENDANTS – as well as a videographer of their pornography.

27 22. RIVA YOUSIF (“YOUSIF”) is an individual residing in San Diego County, California.

28 23. THEODORE GYI (“GYI”) is an individual residing in San Diego County, California.

1 24. VALERIE MOSER (“MOSER”) is an individual residing in San Diego County, California.

2 25. CLIFF ELLIS (“ELLIS”) is an individual, who at all relevant times discussed herein, resided in
3 San Diego County, California.

4 26. DOUGLAS WIEDERHOLD (“WIEDERHOLD”) is an individual that Plaintiffs are informed
5 and believe and thereon allege resides in Clark County, Nevada.

6 27. KAILYN WRIGHT (“WRIGHT”) is an individual that Plaintiffs are informed and believe and
7 thereon allege lives in Maricopa County, Arizona.

8 28. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales
9 agents, representatives, videographers, and/or “actors” of THE ENTITY DEFENDANTS.

10 29. Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued herein
11 as ROES 1 - 550, inclusive, and therefore sue these defendants by such fictitious names and allege that
12 ROES 1 - 550 are responsible in some manner for the occurrences herein alleged. Plaintiffs will amend
13 this complaint to allege their true names, capacities, and/or liabilities when ascertained.

14 30. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
15 contracting with Plaintiffs, Defendants were agents, servants, representatives, partners, joint venturers,
16 affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions herein
17 alleged. Defendants were and are acting within the course and scope of their authority as such agents,
18 servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or employees
19 and with the permission, authorization, consent, and ratification of each other.

20 31. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
21 contracting with Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, GYI,
22 MOSER, YOUSIF, ELLIS, WRIGHT, and ROES 251 – 550 acted as alter egos of each other. In
23 particular, they: (a) commingled their funds and other assets, failed to segregate funds between them,
24 and have without authorization diverted corporate funds and assets for noncorporate uses; (b) treated
25 each other’s assets as their own; (c) issued shares of one other to themselves and third parties
26 haphazardly and without authority; (d) held themselves out as being personally liable for the debts of
27 each other; (e) failed to maintain minutes and corporate records, and confused of the records of the
28 separate entities; (f) used the same business locations and employed the same employees; (g) failed to

1 adequately capitalize the entities; (h) used each other as a conduit for a single venture of themselves; (i)
2 failed to maintain arm's length relationships among themselves; and (j) diverted assets without
3 consideration from/to one another to the detriment of creditors, including Plaintiffs. Recognition of the
4 privilege of separate existences between these defendants would promote injustice, unfairness, and
5 fraud. Any separateness is to be disregarded. As such, Defendants are jointly and severally liable in
6 this action as alter egos.

7 JURISDICTION AND VENUE

8 32. This Court has jurisdiction over Defendants as they are physically present in San Diego County,
9 California and/or because Defendants committed the subject acts and omissions in San Diego County,
10 California.

11 33. Venue is proper as San Diego County is where Defendants reside and have their principal place
12 of business, the subject contracts were entered into, and/or the obligations and liability arose.

13 FACTUAL ALLEGATIONS

14 Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography

15 34. Together, PRATT, GARCIA, WOLFE, WIEDERHOLD, GYI, MOSER, YOUSIF, ELLIS,
16 WRIGHT and the rest of Defendants operate a San Diego-based pornography business, which
17 irreparably damages the lives of young women from San Diego and across the country. The operation
18 appears to be started by PRATT and WIEDERHOLD around 2010.

19 35. Defendants collectively run pornography websites, the main website being
20 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than
21 the San Diego Padres website. Defendants also collectively operate subscription based websites
22 www.mompov.com and www.girlsdotoys.com. In addition, Defendants have numerous free websites
23 where they publish short clips of the videos as advertisements for their subscription-based websites.
24 Defendants also run advertising websites that link to each of their subscription-based websites. For
25 example, Defendants' website www.girls-do-porn.com, which features Plaintiffs' likenesses, contains
26 advertisements and links to www.mompov.com. Likewise, Defendants' website www.mompov.net,
27 contains advertisements and links to www.girlsdoporn.com.

28 36. Although Defendants use several entities to run the three subscription websites, they are

1 inextricably linked as a single operation run by a handful of people out of the same office space in
2 downtown San Diego, California, operated by the same credit card processing companies, and utilizing
3 the same sham offshore entities set up by the infamous GT Group, Ltd, which has laundered billions of
4 dollars for nefarious business operations such as the Sinoalan Cartel and Ukrainian gun runners. GT
5 Group Ltd. operates out of the tiny Pacific island nation, Vanuatu. It incorporates thousands of shell
6 companies that, on paper, are owned by locals. GT Group Ltd pays locals on Vanuatu to sign the
7 documents necessary to keep its shell companies in good standing with the local as the sole owner,
8 officer, director and shareholder. However, the locals play no part in the shell companies other than
9 signing the documents. GT Group Ltd then contracts with people seeking to utilize the anonymity of
10 an offshore company. Defendant Oh Well Media Limited, for example, is owned on paper by Abigail
11 Kalopung—a local on Vanuatu. She is the sole shareholder, officer and director of Oh Well Media Ltd.
12 on paper. Defendants, however, control Oh Well Media Limited Defendants, giving them the ability to
13 open bank accounts and enter into contracts in the company’s name. Defendants’ website indicates that
14 it uses Oh Well Media Limited as its 2257 custodian.¹ Abigail Kalopung appears to own about fifty of
15 these shell companies on paper.

16 37. The young women appearing in Defendants’ amateur pornography come from good families,
17 have never appeared in pornography before, are often paying their way through school, and are just
18 beginning their careers and adulthood. So, there is only way Defendants can convince these women to
19 have sex on film or produce other adult video material: Defendants lie to them.

20 38. Defendants advertise themselves across the country as a legitimate Southern California
21 modeling agency - on Craigslist and other websites. Defendants’ Craigslist advertisements fail to even
22 mention that they are an online pornography company. Instead, they claim they are seeking models,
23 and often times contain a link in the Craigslist advertisement to www.beginmodelling.com or
24 www.modelinggigs.com. Neither of these websites mention anything about pornography. Using the
25 impression that they are applying for a typical modeling gig for, at most, swimsuit or lingerie, these

26 ¹ 18 U.S.C. 2257 requires pornography companies to collect certain information from all persons appearing in the
27 pornographic films the produce to ensure they are over 18 years of age. Despite being operated out of San Diego,
28 Defendants list Oh Well Media Limited, Sidle Media Ltd. and Bubblegum Films, Inc. as their 2257 custodians on their
websites www.girlsdoporn.com, www.girlsdotoys.com and www.mompov.com, respectively. The entities have the same
address in Vanuatu--- Poteau 540 208, Ave Due Capitain Cook, Seaside, Port Vila, Vanuatu 65774.

1 sham websites lure women into providing Defendants with pictures of themselves and their name, age,
2 height, weight, state, city, email, and phone number. If Defendants feel they have attracted a proper
3 target, they reach out to the women by phone and/or email in order to feel the women out more. Once
4 on the phone, Defendants are able to brazenly lie to the women without the fear of putting their lies in
5 writing, and in hopes of being able to cajole the women into filming a pornography.

6 39. When the young women ask Defendants where they will distribute the video, Defendants assure
7 them that they will not post the video online (or cause it to be so posted), they will not distribute the
8 video in the United States (or cause it to be so distributed), and they will keep each woman anonymous.
9 Defendants represent the videos will be on DVDs overseas (usually in Australia or New Zealand since
10 Defendants' themselves are from there and have an accent) and for private use.

11 40. If still not convinced by their lies, Defendants provide "references" who Defendants claim
12 previously shot a video (but, whose video is not yet released), to vouch for Defendants and promise the
13 same security, limited distribution, and anonymity. In addition, Defendants use several references that
14 either have not shot a video, or who know the videos are being posted online but are comfortable lying
15 to the prospective victims in order to earn a few dollars. Defendants coach the references on how to
16 handle various questions from the prospective women. As further incentive to lie to the women,
17 Defendants pay the reference more money if the prospective victim they speak with actually ends up
18 filming a video. Defendant WRIGHT is such an individual. WRIGHT filmed a video for Defendants
19 that was released in the Spring of 2015. WRIGHT was aware of Defendants' websites, that the
20 women's names would be released, but nevertheless acted as a reference for Defendants and repeatedly
21 lied to prospective victims by telling them the videos would not be posted online, and would instead be
22 released on DVDs in foreign countries.

23 41. In their discussions with these young woman, Defendants use aliases and mention nothing about
24 their website(s) where they plan to post the videos, or the websites on which they plan to publically
25 promote and advertise the videos. Defendants also mention nothing about: (a) all of the other young
26 women whose lives they have irreparably damaged earlier by Defendants' video publication and
27 promotion (b) all of the other young women imploring them to stop and to take down their videos; and
28 (c) all of the complaints that they (and their legal counsel) have received from other young women and

1 their families.

2 42. After Defendants lie to the young women, they book rooms at upscale San Diego County hotels,
3 most often at major high-end chains in downtown San Diego (e.g., Hilton, Hyatt, Marriot). If the
4 young women are not in Southern California, Defendants pay for their airfare to San Diego.

5 43. Defendant YOUSIF, MOSER or GARCIA typically pick the women up from the airport. In the
6 car, they reassure the women Defendants will not publish the videos on the Internet.

7 44. Then, without hotel knowledge and consent, and, on information and belief, without any license
8 or permit whatsoever, Defendants sneak videography equipment into the hotel – hiding the equipment
9 in large suitcases – in order to produce the amateur pornography.

10 45. Once the young women are confined to the hotel room, Defendants tell the women they look
11 nervous, need to relax and then try to persuade them to drink alcohol and/or smoke marijuana, which
12 GARCIA consumes regardless of whether the women choose to do so. YOUSIF acts as the makeup
13 artist for most women. While applying makeup, YOUSIF again reassures the women the video will not
14 be released online, and generally appeases any concerns the women express.

15 46. Before filming begins, GARCIA asks the women to take off their clothes so that they may take
16 pictures to send to the “boss.” After sending the pictures to the boss. Defendants routinely tell the
17 women, after they have flown to San Diego, are naked, and confined in a hotel room, that the boss
18 cannot pay them the agreed upon price because the woman has cellulite, a bruise, breast reduction
19 scars, too small breasts, etc. Defendants routinely accuse the women of sending them misleading
20 pictures. If the woman refuses to shoot the film for less money, Defendants threaten to sue the woman
21 for the price of the flight and hotel room Defendants had paid for or threaten to cancel the woman’s
22 return flight, which Defendants booked and have control over. The vast majority of women flown to
23 San Diego are paid less than the agreed upon amount when they decided to board a plane and fly across
24 the country.

25 47. After the repeated misrepresentations, and sometimes after alcohol and marijuana Defendants
26 provide, and while confined in a hotel room with unknown men, Defendants present the women with
27 documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while
28 continuing to orally misrepresent their intent for the video’s eventual distribution; (c) while continuing

1 to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based
2 pornography website that has damaged other young women's lives); and (d) often lying about the
3 purported nature and effect of the documents. The documents are full of legalese and fail to mention
4 www.girlsdoporn.com. Instead, the documents indicate Defendants work for "Bubblegum Casting" or
5 "BLL Media." If the names of these companies are Googled, which several women have done when
6 presented with the documents, the companies have sham websites that give the impression they are
7 legit media companies. Nothing on either of these websites indicates the videos are destined for
8 www.girlsdoporn.com, any of Defendants' other websites, or free websites like www.pornhub.com.

9 48. A few months after filming, despite their earlier representations, Defendants release the videos
10 on, at least, www.girlsdoporn.com (their monthly subscription-based website) and www.girls-do-
11 porn.com (a free website with clips of the videos that then directs the user to www.girlsdoporn.com).
12 Defendants also release/license all or part of the videos all over the Internet on a multiple of free
13 pornography websites – in part, to advertise www.girlsdoporn.com with the images and likenesses of
14 the young women. Defendants post clips of the videos on popular websites like www.youporn.com or
15 www.pornhub.com as advertisements. www.pornhub.com is the 37th most trafficked website in the
16 world, with more traffic than www.eBay.com, www.Bing.com and www.msn.com. Some of the clips
17 of the videos Defendants post as advertisements on www.pornhub.com and www.youporn.com have
18 been viewed over 40 million times.

19 49. Interestingly, and by no accident, GARCIA'S (and any other male participant's) face is
20 intentionally cut from the frame and not shown in any video released by Defendants. Soon after the
21 release, someone who knows one of the young women will notify them the video is online. This
22 becomes the first time the young women have ever heard of Defendants' main website:
23 www.girlsdoporn.com.

24 50. When the young women reach out to Defendants, they discover Defendants have changed their
25 phone numbers (they use disposable phones and/or changeable Internet phone numbers) and have also
26 used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and WOLFE often
27 uses "Ben" or "Isaac"). Defendants then refuse to talk to the women, hang up on them, and/or block
28 their calls. If the women get in contact with Defendants' counsel, they refuse to even give Plaintiffs

1 copies of any documents signed and threaten them with legal action.

2 51. After Defendants cause the videos to be distributed online, Defendants, their subscribers, and/or
3 Internet stalkers release Plaintiffs' real names online, usually on blogs followed by "fans" and
4 subscribers of www.girlsdoporn.com. Defendants also post pictures of Plaintiffs on
5 www.pornwikileaks.com, which they bought in November 2015. The posts on
6 www.pornwikileaks.com also contain links to the women's social media accounts, their family's social
7 media accounts, high school information and other personal information that would garner attention
8 from people that want to find out intimate details about the women. Defendants then embed
9 advertisements inside the posts on www.pornwikileaks.com that link to their subscription websites. As
10 a result (of which Defendants are cognizant), third parties often then stalk, harass, bully, and blackmail
11 the young women and their families – online, by telephone, and in-person. A true and correct copy of
12 such an advertisement is attached hereto as Exhibit A.

13 52. Once the woman's video is released, it spreads like wildfire through their hometowns, colleges,
14 high schools, and workplace. Within a day or two, almost every person the woman knows has been
15 sent a link to the video. Because of Defendants, some of these young women lose relationships with
16 friends, significant others, and family. Some lose or change jobs, and some are forced to leave their
17 school. Months to years after the videos, many are still harassed by strangers on the Internet. And
18 almost all have suffered severe psychological and emotional damage -- some have even considered and
19 attempted suicide.

20 53. Below, are more specific facts and claims of two young women.

21 **JANE DOE NO. 15**

22 54. In February 2016, Defendants posted an advertisement on Craigslis.com in the gigs/modeling
23 section for the Denver area, seeking young women for adult modeling. The advertisement included a
24 link to www.beginmodeling.com, which is a website the features modeling pictures, not pornography.

25 55. That same month, JANE DOE NO. 15, having reviewed the www.beginmodeling.com website,
26 responded to the advertisement thinking it was for modeling.

27 56. On February 19, 2016, JANE DOE NO. 15 received an email from "Jonathan N" from
28 jobs@beginmodeling.com and on behalf of Defendants. The email said,

1
2 This is a legitimate adult gig for an established Southern California company. You will make
3 \$4000 CASH for your first shoot which is paid up front, consistent work is also available, we
4 offer solo toy scenes for \$1000. You can do BOTH scenes in one trip for \$5000.

5 ...
6 None of your personal information will be given out in the video or afterwards , no names etc
7 are used in the video.

8 [Formatting and sics in original.]

9 57. A few days later, JANE DOE NO. 15 spoke to “Jonathan” on the telephone. During the
10 conversation, Jonathan increased the previous offer by telling JANE DOE NO. 15 she would be paid
11 \$5,000 for the adult film by itself, which would involve five sexual positions, which would each take
12 five to seven minutes to film. JANE DOE NO. 15 asked Jonathan several times during the phone call
13 whether the video would be posted on the Internet and he assured her each time that it would not.
14 Instead, Jonathan told her the video would be distributed on DVD in Australia and United Kingdom
15 and would never be released or be seen in the United States. Jonathan also told JANE DOE NO. 15
16 that he would provide references with whom she could speak to answer any of her questions.

17 58. On February 24, 2016 at 7:23pm, JANE DOE NO. 15 received an email from “Jonathan N
18 jobs@beginmodeling.com” on behalf of Defendants that stated:

19 This is Kaitlin, she is 19.
20 She is from Scottsdale, AZ and has done 2 shoots with us.
21 We pretty much paid for her breast job and she is recovering.
22 She also worked with the same talent that you will work with
23 Here is her cell: (480) ***-****,

24 [Formatting and sics in original.] The email had photographs of defendant WRIGHT attached.

25 59. An hour or so after this email, on February 24, 2016, JANE DOE NO. 15 received a text
26 message from (480) ***-****, which is the same phone number Jonathan provided for WRIGHT. The
27 following text exchange occurred between JANE DOE NO. 15 and WRIGHT (Defendants’ paid agent):

28 WRIGHT: Hey [Jane Doe No. 15] my name is Kailyn- Jonathon gave me your contact info!
Im sure you’re nervous or maybe even sketched out a little bit but you seriously
have nothing to worry about! It's completely legit, once you land (if you’re flying
in from out of town that is*) you will be picked up in a nice car and taken to

1 where you are shooting your scene and all that OH AND they pay you in cash up
2 front!

3 Okay so I am a very easily sketched out person when it comes to stuff like this I
4 was very Nervous but once I got there I felt like a complete idiot because I
5 realized I had nothing to worry about haha - lowkey was a little embarrassed
6 haha (emojis omitted) The model is super hot which is nice (emojis omitted) and
7 the photographer is super cool

8 It's you, the model, and the photographer in the room and no one else so it's not
9 uncomfortable or anything which is chill Girl if you have any questions please
10 **DO NOT**hesitate to text me or call or FaceTime or whatever!!!! (emojis
11 omitted)

12 JANE DOE NO. 15: Hey thank you for being so nice! That's exactly where I am at!

13 These aren't distributed in America right?

14 WRIGHT: No prob! And no they aren't!

15 JANE DOE NO. 15: Is there anyway they can get back to the US? I just have this shaky thing
16 with this guy I like love and I can't have anyone find out

17 WRIGHT: No no no you're totally fine!

18 That's what I was worried about but there is absolutely no way anyone will find
19 out

20 JANE DOE NO. 15: Where are the videos going exactly? Like DVDs I think he said in Australia UK,
21 but like DVDs or .. ?

22 WRIGHT: Yeah so it goes out to wealthier countries; yea DVDs and stuff like that but
23 nothing online!

24 [All sics in original.] True and correct copies of these messages are attached hereto as Exhibit B.

25 60. A few days later, JANE DOE NO. 15 video conferenced with "Jonathan" via FaceTime, who
26 she has now identified as defendant PRATT. During the conversation, PRATT again reassured her the
27 video would not be posted on the Internet.

28 61. On February 28, 2016, JANE DOE NO. 15 flew to San Diego. She arrived around 8:30am. Her
return flight was scheduled for 7:45pm that same day. When she landed, nobody came to pick her up
as she had discussed with PRATT the prior day. She called the phone number she had for PRATT
several times but he did not answer. Eventually JANE DOE NO. 15 was picked up from the airport by

1 defendant GYI. The two drove around for a few hours while GYI tried to contact PRATT, who was not
2 answering his phone. While driving around, JANE DOE NO. 15 spoke with GYI about the distribution
3 of the video. GYI told her the videos would not be online and even went as far as to mention how he
4 liked the authenticity of making a hard copy version because online pornography seemed so cheap to
5 him. Eventually, around 1:00pm, GYI finally spoke with someone on the phone and the two went to a
6 hotel in San Diego.

7 62. When she got in the room, it was just GYI and JANE DOE NO. 15. A makeup artist that JANE
8 DOE NO. 15 is informed and believes to be defendant YOUSIF, came into the room and did her
9 makeup. GARCIA eventually came in the room, but immediately went to the bathroom and began
10 vomiting. GARCIA came out of the bathroom and had paperwork with him. GARCIA reiterated that
11 the contract was stating that the video would not be online, would only be on DVD and sent to
12 countries outside of the United States. JANE DOE NO. 15 asked GARCIA if her name would ever be
13 released and he confirmed that it would not. While they were speaking, GYI interjected that the
14 contract was just saying the video would not go on the Internet and would be distributed outside the of
15 the United States. GYI and GARCIA rushed JANE DOE NO. 15 through everything telling her that the
16 shoot would take several hours—despite the previous representations that it would be 30 minutes of
17 filming. At this time, JANE DOE NO. 15’s return flight was only a few hours away.

18 63. During the shoot, JANE DOE NO. 15 told Defendants she was not comfortable with several
19 sexual acts they asked her to perform. Defendants told her that she had already been paid and that she
20 had to do them.

21 64. Defendants paid JANE DOE NO. 15 \$2,000 less than she was promised before flying to San
22 Diego. After the shoot, she sent PRATT a text message telling him that he owed her more money.
23 PRATT responded by trying to justify the underpayment:

24 “Yeah you’re bruised up I can’t have that.”

25 “Honestly .. My partner and I were not very impressed with the photos. You have bruises over
26 your body and cuts on your wrists and arms.”

27 “Photos is one thing, in person is another. You were paid very well. \$3,000 is about 4x more
28 then the regular pay girls get, you were also offered a solo tomorrow for \$1,000.”

1 65. A month or two later, Defendants published JANE DOE NO. 15's video on their websites.
2 Links to the video were sent to her friends and family. JANE DOE NO. 15 sent a text message to
3 WRIGHT telling WRIGHT that she had lied to her. WRIGHT never responded.

4 **JANE DOE NO. 16**

5 66. Around February 2014, Defendants posted an advertisement on Craigslist.com in the
6 gigs/modeling seeking young women for adult modeling.

7 67. JANE DOE NO. 16 responded to the advertisement and was led to www.modelinggigs.com²,
8 which, like Defendants' other bogus website www.beginmodeling.com, also fails to mention
9 pornography and is gives the viewer the impression it is a typical modeling company.

10 68. After expressing interest in the Craigslist advertisement for modeling, JANE DOE NO. 16
11 received an email from Mark@ModelingGigs.com and spoke with "Mark" on the phone, on behalf of
12 Defendants. During the phone call, "Mark" told JANE DOE NO. 16 the gig was an adult film that
13 involved very basic sex that would be distributed in New Zealand on DVD and would never be
14 available in the United States or on the Internet. Pratt, who has an accent, also advised JANE DOE
15 NO. 16 that he was from New Zealand, which further helped sell his lies.

16 69. JANE DOE NO. 16 also spoke with references provided by Defendants. The references assured
17 her the video would not be posted online or be available in the United States.

18 70. On August 1, 2014, JANE DOE NO. 16 flew to San Diego. She was picked up by GARCIA
19 and "Mark," who she is now informed and believes is defendant PRATT. They drove JANE DOE NO.
20 16 and her friend, whom she had brought with her for safety reasons, to the Torrey Pines Hilton. They
21 were unable to film that night, so they dropped JANE DOE NO. 16 and her friend at the beach. While
22 at the beach, JANE DOE NO. 16 received a text message from PRATT asking her is she would come
23 spend the night in his bed for \$400. She declined.

24 71. The next day around noon, PRATT, GARCIA and ELLIS showed up at the hotel with the video
25 equipment. Once there, they provided JANE DOE NO. 16 several alcoholic drinks from the hotel bar,
26 telling her it would calm her nerves. Defendant ELLIS did JANE DOE NO. 16's makeup while

27 ² Upon further inspection, www.modelinggigs.com is filled with stock photographs of models that one can purchase from
28 Shutterstock.com for a few dollars. Defendants never actually photographed the models depicted on this website, despite
claiming to have done so.

1 PRATT and GARCIA set up the equipment. PRATT and GARCIA continued to reassure JANE DOE
2 NO. 16 her video would not be released on the Internet and would be released New Zealand and
3 Australia. When JANE DOE NO. 16 asked PRATT what would happen if she “chickened out” and did
4 not film the video, PRATT told her she would be forced to reimburse him for the cost of her flight, her
5 friend’s flight and the hotel. JANE DOE NO. 16 asked PRATT if she could only do the photoshoot and
6 not do the adult film, and PRATT told her that she had to do the adult film because the photoshoot was
7 useless without the film. JANE DOE NO. 16 therefore thought she would be forced to repay PRATT
8 unless she did the adult film.

9 72. Thereafter, PRATT provided documents for her to sign. PRATT and GARCIA told JANE DOE
10 NO. 16 that the documents ensured the video would only be on DVD and distributed in Australia and
11 New Zealand, as they had previously told her. When JANE DOE NO. 16 tried to read it in detail,
12 PRATT and GARCIA told her they needed to get the shoot started, that she could read it in detail after
13 the shoot was finished and that they would get her a copy after the shoot. They told her to just fill out
14 the information and sign where she needed to sign.

15 73. After the documents were filled out, PRATT coached JANE DOE NO. 16 how to respond to
16 interview questions—telling her things like she needed to act bubbly and excited to be there. During
17 the shoot, ELLIS would come into the room on breaks and bring JANE DOE NO. 16 another alcoholic
18 drink.

19 74. During the filming, PRATT instructed JANE DOE NO. 16 that she needed to perform oral sex
20 on GARCIA. JANE DOE NO. 16 told PRATT that she was uncomfortable doing that. ELLIS, who had
21 come back into the room, got JANE DOE NO. 16 another drink. PRATT then told her that they had
22 already paid her so she was required by contract to do it.

23 75. After filming was finished, PRATT, ELLIS, and GARCIA drove JANE DOE NO. 16 and her
24 friend to the mall, and then to PRATT’s apartment for a photoshoot.

25 76. According to Defendants’ website, www.girls-do-porn.com, Defendants first published JANE
26 DOE NO. 16’s video on September 8, 2014. JANE DOE NO. 16 learned of the video in March 2015.

27 ///

28 ///

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **INTENTIONAL MISREPRESENTATION**

4 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

5 77. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
6 though set forth herein, including, without limitation, the agency and alter ego allegations.

7 78. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
8 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
9 agreements), Defendants represented: they would not post the videos online (or cause such publication),
10 they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs
11 would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause
12 the videos to be posted online or distributed in the United States. Defendants at all times assured
13 Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would
14 see the videos. Defendants caused other women to reiterate these representations to Plaintiffs. Finally,
15 Defendants represented they would pay Plaintiffs certain sums of money; as set forth above, some of
16 Plaintiffs did not receive the sums represented.

17 79. Those representations were false.

18 80. Defendants intended that Plaintiffs rely on the above representations when each young woman
19 decided to make an adult video.

20 81. Plaintiffs reasonably relied on the representations.

21 82. Plaintiffs have been harmed by their reasonable reliance in that Defendants published their
22 videos online, published their videos in the United States, and released Plaintiffs' real names.

23 83. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
24 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
25 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
26 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
27 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
28 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they

1 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
2 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
3 also seek injunctive relief.

4 84. Defendants were acting individually and on behalf of each other when they made each of these
5 representations and, when one of them made a representation, the others ratified the representation
6 and/or knew of the misrepresentation and failed to correct it.

7 85. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
8 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
9 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
10 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
11 forth above.

12 86. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
13 of punitive damages pursuant to Section 3294 of the California Civil Code.

14 **SECOND CAUSE OF ACTION**

15 **FRAUDULENT CONCEALMENT**

16 **(All Plaintiffs against All Named Defendants and ROES 1 – 500)**

17 87. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
18 though set forth herein, including, without limitation, the agency and alter ego allegations.

19 88. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
20 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
21 agreements), Defendants actively concealed their true identities (their individual names and, more
22 importantly, the identity of www.girlsdoporn.com, on which they intended to publish Plaintiffs nude
23 photos and sex acts). At all these times, they actively concealed the fact their true intention was to post
24 the videos online and distribute them in the United States – or cause such publication and distribution.
25 At all these times, Defendants also concealed the facts regarding: (a) all of the other young women
26 whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; (b)
27 all of the other young women imploring them to stop and to take down their videos; and (c) all of the
28 complaints that they (and their legal counsel) have received from other young women and their

1 families.

2 89. Defendants owed Plaintiffs duties to disclose this information as, among other reasons, they
3 provided some information to Plaintiffs during correspondence, and during contract and business
4 negotiations.

5 90. Defendants knew of, but knowingly concealed, the true facts regarding their identifies, their
6 website, their business, their video distribution, and the likelihood of injury to and harassment of
7 Plaintiffs.

8 91. Defendants concealed these facts with the intent to induce Plaintiffs to make the adult videos.

9 92. The concealed information was objectively material to any reasonable person and caused
10 Plaintiffs to make the adult videos.

11 93. Plaintiffs justifiably relied on Defendants' false representations.

12 94. Defendants' failure to disclose these material facts to Plaintiffs was substantial factor in causing
13 their harm. Had Plaintiffs known of the undisclosed facts, they would not have made the adult videos.

14 95. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
15 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
16 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
17 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
18 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
19 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
20 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
21 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
22 also seek injunctive relief.

23 96. Defendants were acting individually and on behalf of each other when they made each of these
24 omissions and, when one of them made an omission, the others ratified the omission and/or knew of the
25 omission and failed to correct it.

26 97. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
27 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
28 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and

1 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
2 forth above.

3 98. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
4 of punitive damages pursuant to Section 3294 of the California Civil Code.

5 **THIRD CAUSE OF ACTION**

6 **FALSE PROMISE**

7 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

8 99. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
9 though set forth herein, including, without limitation, the agency and alter ego allegations.

10 100. During Plaintiffs' discussions and negotiations with Defendants before each made an adult
11 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
12 agreements), Defendants made promises to Plaintiffs that: they would not post the videos online (or
13 cause such publication), they would not distribute the videos in the United States (or cause such
14 publication), and Plaintiffs would remain anonymous. Defendants promised Plaintiffs that would not
15 cause the videos to be posted online or distributed in the United States. Defendants promised Plaintiffs
16 there was nothing to worry about, promised privacy, and promised nobody they knew would see the
17 videos. Finally, Defendants represented they would pay Plaintiffs certain sums of money; as set forth
18 above, some of Plaintiffs did not receive the sums represented.

19 101. Defendants' affirmative promises were of material fact and important as Plaintiffs would not
20 have otherwise made the adult videos.

21 102. Defendants did not intend to perform these promises at the times they made them, and have not
22 performed as promised. Defendants knew their promises were false and merely wanted Plaintiffs to
23 make the videos for Defendants' benefit.

24 103. Defendants intended to induce Plaintiffs to alter their positions in reliance on the promises by
25 making the adult videos.

26 104. Plaintiffs justifiably and reasonably relied on Defendants' promises and Defendants' affirmative
27 promises were an immediate cause of Plaintiffs' conduct.

28 105. Defendants did not perform the promises.

1 106. As an actual and proximate cause of Defendants' false promises and Plaintiffs' justifiable
2 reliance, Plaintiffs were damaged in that Defendants posted the videos online, distributed the videos in
3 the United States, and released Plaintiffs' names.

4 107. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
5 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
6 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
7 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
8 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
9 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
10 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
11 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
12 also seek injunctive relief.

13 108. Defendants were acting individually and on behalf of each other when they made each of these
14 omissions and, when one of them made a false promise, the others ratified it, and/or knew of the false
15 promise and failed to correct it.

16 109. Defendants also acted in a conspiracy when they committed this fraud as: (1) each of
17 Defendants had knowledge of and agreed to both the objective and course of action to injure Plaintiffs;
18 (2) pursuant to their agreement, Defendants intentionally mislead Plaintiffs at the time and place and
19 via the manner set forth above; and (3) pursuant to their agreement, Defendants injured Plaintiffs, as set
20 forth above.

21 110. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
22 of punitive damages pursuant to Section 3294 of the California Civil Code.

23 **FOURTH CAUSE OF ACTION**

24 **NEGLIGENT MISREPRESENTATION**

25 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

26 111. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
27 though set forth herein, including, without limitation, the agency and alter ego allegations.

28 112. During Plaintiffs' discussions and negotiations with Defendants before each made an adult

1 video for Defendants (and simultaneous with Plaintiffs' attempted review of any purported
2 agreements), Defendants represented: they would not post the videos online (or cause such publication),
3 they would not distribute the videos in the United States (or cause such publication), and that Plaintiffs
4 would remain anonymous. Defendants further represented at all times to Plaintiffs that would not cause
5 the videos to be posted online or distributed in the United States. Defendants at all times assured
6 Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiffs knew would
7 see the videos. Defendants caused other women to reiterate these representations to Plaintiffs.

8 113. The representations were false and although Defendants may have honestly believed that the
9 representations were true, they had no reasonable grounds for believing the representations were true
10 when they made them.

11 114. Defendants intended that Plaintiffs would rely on the above representations in their decisions to
12 make the adult videos.

13 115. Plaintiffs reasonably relied on Defendants' misrepresentations in their decisions to make the
14 adult videos.

15 116. Plaintiffs' reliance on Defendants' false representations was a substantial factor in causing their
16 harm in that Defendants posted their videos online, published their videos in the United States, and
17 released Plaintiffs' names.

18 117. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
19 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
20 plaintiff, and consists of, at least, compensatory damages, including, but not limited to the difference in
21 value in what the parties exchanged (i.e., the money Plaintiffs received for what they were told was
22 *limited* distribution and what Defendants profited through *global* distribution).

23 **FIFTH CAUSE OF ACTION**

24 **MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]**

25 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

26 118. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
27 though set forth herein, including, without limitation, the agency and alter ego allegations.

28 119. Defendants used Plaintiffs' names, likenesses, and/or identities without Plaintiffs' permission,

1 though fraud, and/or without promised consideration, including, without limitation, on Defendants'
2 websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release purporting to
3 give Defendants unconditional use of The Plaintiff's videos is unenforceable due to unclear terms, a
4 lack of mental capacity/competence, mistake, undue influence, and/or Defendants' unclean hands.

5 120. Defendants' gained a commercial benefit by using Plaintiffs' names, likenesses, and/or
6 identities.

7 121. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites,
8 and through the date of this amended complaint, Defendants have republished and redirected the
9 misappropriated content to different websites and to different audiences. Defendants have republished
10 Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the
11 Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where
12 Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and
13 advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have
14 been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct
15 the same form of repetitive mass advertising on their fan blogs and forums, and on their own social
16 media.

17 122. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
18 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
19 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
20 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
21 embarrassment, mortification, shame, and fear; (b) compensatory damages, including, but not limited to
22 the difference in value in what the parties exchanged (i.e., the money Plaintiffs received for what they
23 were told was *limited* distribution and what Defendants profited through *global* distribution); and (c)
24 restitution / unjust enrichment damages (same calculation as the compensatory damages). The Plaintiff
25 also seek injunctive relief.

26 123. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
27 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
28 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, likenesses, and/or

1 identities at the time and place and via the manner set forth above; and (3) pursuant to their agreement,
2 Defendants injured Plaintiffs, as set forth above.

3 124. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
4 award of punitive damages pursuant to Section 3294 of the California Civil Code.

5 **SIXTH CAUSE OF ACTION**

6 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

7 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

8 125. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
9 though set forth herein, including, without limitation, the agency and alter ego allegations.

10 126. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, Defendants
11 knowingly used Plaintiffs' names, voices, photographs, video, and likenesses to advertise or sell
12 subscriptions to Defendants' businesses.

13 127. Defendants' use did not occur in connection with a news, public affairs, or sports broadcast or
14 account, or with a political campaign.

15 128. Defendants did not have Plaintiffs' consent, obtained it through fraud, and/or without promised
16 consideration. Finally, any release purporting to give Defendants unconditional use of The Plaintiff's
17 videos is unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue
18 influence, and/or Defendants' unclean hands.

19 129. Defendants use of Plaintiffs' names, voices, photographs, video, and likenesses was directly
20 connected to Defendants' commercial purpose.

21 130. Following Defendants' initial publication of each of Plaintiffs' videos on their own websites,
22 and through the date of this amended complaint, Defendants have republished and redirected the
23 misappropriated content to different websites and to different audiences. Defendants have republished
24 Plaintiffs' misappropriated likenesses to different audiences in various advertising campaigns on the
25 Internet, including on third party websites (such as www.pornhub.com and www.youporn.com), where
26 Defendants post varying and edited snippets of Plaintiffs' videos with embedded links and
27 advertisements to Defendants' websites; these varying and edited snippets of Plaintiffs' videos have
28 been viewed millions of times by hundreds of thousands of different individuals. Defendants conduct

1 the same form of repetitive mass advertising on their fan blogs and forums, and on their own social
2 media.

3 131. Plaintiffs' reliance on these false representations was a substantial factor in causing their harm.
4 Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per
5 plaintiff, and consists of, at least: (a) serious emotional distress, including, but not limited to, bullying,
6 blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression,
7 embarrassment, mortification, shame, and fear; (b) compensatory damages and/or statutory damages,
8 including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment damages
9 (i.e., the money Plaintiffs received for what they were told was *limited* distribution and what
10 Defendants profited through *global* distribution). The Plaintiff also seek injunctive relief.

11 132. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
12 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
13 to their agreement, Defendants intentionally misappropriated Plaintiffs' names, voices, photographs,
14 video, and likenesses at the time and place and via the manner set forth above; and (3) pursuant to their
15 agreement, Defendants injured Plaintiffs, as set forth above.

16 133. Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant an
17 award of punitive damages pursuant to Section 3294 of the California Civil Code.

18 SEVENTH CAUSE OF ACTION

19 INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

20 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

21 134. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
22 though set forth herein, including, without limitation, the agency and alter ego allegations.

23 135. Defendants concealed the fact they run an online pornography website. In order to get Plaintiffs
24 to make adult videos, Defendants lied to Plaintiffs about the distribution. They assured Plaintiffs there
25 was nothing to worry about and promised privacy. Defendants knew all of the other young women
26 whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; all
27 of the other young women imploring them to stop and to take down their videos; and all of the
28 complaints and they (and their legal counsel) have received from other young women and their

1 families. Defendants used Plaintiffs' videos and names to commercially promote their websites and
2 enrich themselves. This conduct was outrageous as it exceeded all bounds of common decency usually
3 tolerated by a civilized society.

4 136. Defendants intended to inflict the injuries stated herein upon Plaintiffs, or the injuries were
5 substantially certain to result from Defendants' conduct.

6 137. Defendants' outrageous conduct actually and proximately caused Plaintiffs to suffer serious
7 emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright, shock,
8 nervousness, anxiety, depression, embarrassment, mortification, shame, fear, and – for some -
9 consideration of suicide. Plaintiffs have been harmed in an amount to be proven at trial, but that is, at
10 least, \$500,000 per plaintiff.

11 138. Defendants also acted in a conspiracy when they committed this tort as: (1) each of Defendants
12 had knowledge of and agreed to both the objective and course of action to injure Plaintiffs; (2) pursuant
13 to their agreement, with their outrageous conduct, Defendants intentionally inflicted severe emotional
14 distress upon Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to
15 their agreement, Defendants injured Plaintiffs, as set forth above.

16 139. Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an award
17 of punitive damages pursuant to Section 3294 of the California Civil Code.

18 EIGHTH CAUSE OF ACTION

19 NEGLIGENCE

20 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

21 140. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
22 though set forth herein, including, without limitation, the agency and alter ego allegations.

23 141. In their transactions and dealings with The Plaintiff, Defendants had a duty to use ordinary care
24 and to prevent injury to Plaintiffs based on the foreseeability of harm to Plaintiffs, the degree of
25 certainty The Plaintiff would suffer injuries, the closeness of connection between Defendants' actions
26 and Plaintiffs' injuries, the moral blame attached to Defendants' conduct, the policy of preventing
27 future harm, and the extent of Defendants' burden and the consequences to the community of imposing
28 duty and liability.

1 142. Defendants' above-described actions and omissions (e.g., lying about and concealing the fact
2 they run an online pornography website upon which they planned to post the videos; and assuring
3 Plaintiffs there was nothing to worry about – all while knowing that release of the videos would cause
4 harassment and severe emotional damage), breached the duty of care.

5 143. Defendants' breach of the duty of care actually and proximately caused Plaintiffs harm in an
6 amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at least: (a)
7 serious emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of
8 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame,
9 and fear; (b) compensatory damages, including, but not limited to the difference in value in what the
10 parties exchanged (i.e., the money Plaintiffs received for what they were told was *limited* distribution
11 and what Defendants profited through *global* distribution); and (c) restitution / unjust enrichment
12 damages (same calculation as the compensatory damages). The Plaintiff also seek injunctive relief.

13 **NINTH CAUSE OF ACTION**

14 **BREACH OF CONTRACT**

15 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

16 144. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
17 though set forth herein, including, without limitation, the agency and alter ego allegations.

18 145. Plaintiffs entered into oral agreements with Defendants whereby Plaintiffs agreed to make their
19 respective videos with the conditions: they would not post the videos online (or cause such
20 publication), they would not distribute the videos in the United States (or cause such publication), and
21 they would ensure their privacy and anonymity.

22 146. Plaintiffs performed all of their obligations under the agreements; in particular, they participated
23 in the video shoots.

24 147. All conditions required for Defendants' performances occurred, but they breached the contract
25 by distributing and/or causing the videos to be posted online and in the United States, and by failing to
26 ensure Plaintiffs' privacy and anonymity. Also, as set forth above, some of Plaintiffs did not receive
27 the sums agreed upon for their video(s).

28 148. As an actual and proximate cause of Defendants' breach, Plaintiffs were damaged in an amount

1 to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

2 **TENTH CAUSE OF ACTION**

3 **PROMISSORY ESTOPPEL**

4 **(JANE DOE NO. 15 against All Named Defendants and ROES 1 - 500)**

5 149. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
6 though set forth herein, including, without limitation, the agency and alter ego allegations.

7 150. Defendants made clear and unambiguous promises to Plaintiffs that: they would not post the
8 videos online (or cause such publication), they would not distribute the videos in the United States (or
9 cause such publication), and they would ensure their privacy and anonymity.

10 151. Plaintiffs relied on these promises in that they made the videos.

11 152. Plaintiffs' reliance was both reasonable and foreseeable.

12 153. Plaintiffs were injured as a result in that Defendants distributed or cause the distribution of the
13 videos online and in the United States, and failed to ensure Plaintiffs' privacy and anonymity.

14 154. Injustice can be avoided only by an award of compensatory and consequential damages in the
15 amount of, at least, \$500,000 per plaintiff.

16 **ELEVENTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

18 **(All Plaintiffs against All Named Defendants and ROES 1 - 500)**

19 155. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
20 though set forth herein, including, without limitation, the agency and alter ego allegations.

21 156. Defendants' conduct constitutes a "business practice" under Business & Professions Code,
22 Section 17200, et seq. ("Section 17200").

23 157. Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
24 violates common and California statutory law. Defendants' "business practice" constitutes
25 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
26 public.

27 158. Defendants intended their conduct to cause – and it did so cause – Plaintiffs to suffer economic
28 injury in fact and caused Defendants to receive ill-gotten gains. Plaintiffs were damaged – and

1 Defendants unjustly enriched - in an amount to be proven at trial, but believed to be, at least, \$500,000
2 per plaintiff. As such, Plaintiffs have individual standing under Section 17200.

3 159. Pursuant to the remedies provisions of Section 17200: Defendants owe Plaintiffs restitution of
4 Plaintiffs' property (e.g., videos and images); the Court should enjoin Defendants' violative conduct;
5 and the Court should issue the maximum civil penalties permitted.

6 **TWELFTH CAUSE OF ACTION**

7 **FRAUDULENT TRANSFER**

8 **(All Plaintiffs against All The Named Defendants and ROES 475 - 550)**

9 160. Plaintiffs incorporate by reference all of the preceding paragraphs contained in this complaint as
10 though set forth herein, including, without limitation, the agency and alter ego allegations.

11 161. Plaintiffs have a right to payment from Defendants for the claims in this action and are, thus,
12 creditors.

13 162. On information and belief, Defendants transferred Plaintiffs' videos and the revenue generated
14 therefrom to defendant Oh Well Media Limited, Sidle Media Limited and or Bubblegum Films, Ltd
15 (sham entities located in Vanuatu used to hide assets) and ROES 200 – 250 with the intent to hinder,
16 delay, or defraud Plaintiffs in their collection efforts on the subject claims.

17 163. Plaintiffs were harmed as, among other things, they still have not received compensation for the
18 claims in this action.

19 164. Defendants' conduct was a substantial factor in causing Plaintiffs' harm.

20 165. Defendants' actions were fraudulent and malicious and therefore warrant an award of punitive
21 damages pursuant to Section 3294 of the California Civil Code.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 3 A. For compensatory damages of, at least, \$1,000,000.00;
- 4 B. For restitution and disgorgement of ill-gotten gains/unjust enrichment;
- 5 C. For civil penalties;
- 6 D. For an injunction;
- 7 E. For punitive damages;
- 8 F. For attorney fees;
- 9 G. For prejudgment interest;
- 10 H. For costs of suit; and
- 11 I. For such other and further relief as the Court deems just and proper.

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13 Date: September 7, 2017

By: /s/ Brian M. Holm

14 Robert Hamparyan
15 John J. O'Brien
16 Brian M. Holm
17 **Attorneys for Plaintiffs**

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