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19 **Attorneys for Plaintiffs**

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

21 **COUNTY OF SAN DIEGO**

22 JANE DOE NOS. 1 - 14, inclusive, individuals;

23 Plaintiffs,

24 v.

25 GIRLSDOPORN.COM, a business organization,
26 form unknown; MICHAEL J. PRATT, an
27 individual; ANDRE GARCIA, an individual;
28 MATTHEW WOLFE, an individual; BLL
MEDIA, INC., a California corporation; BLL
MEDIA HOLDINGS, LLC, a Nevada limited
liability company; DOMI PUBLICATIONS,
LLC, a Nevada limited liability company; EG
PUBLICATIONS, INC., a California
corporation; MIM MEDIA, LLC, a California
limited liability company; BUBBLEGUM
FILMS, INC., a business organization, form
unknown; OH WELL MEDIA LIMITED, a
business organization, form unknown; MERRO
MEDIA, INC., a California corporation; MERRO
MEDIA HOLDINGS, LLC, a Nevada limited
liability company; and ROES 1 - 550, inclusive,

Defendants.

CASE NO.:

FIRST AMENDED COMPLAINT

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

FILED
SAN DIEGO SUPERIOR COURT
DEC 14 2016
CLERK OF THE SUPERIOR COURT
BY: T. RAY

Plaintiffs JANE DOES NOS. 1 - 14, inclusive, individuals, (all plaintiffs collectively, “The Plaintiffs”) bring this first amended complaint against defendants GIRLSDOPORN.COM, a business organization, form unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual; MATTHEW WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA HOLDINGS, LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada limited liability company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC, a California limited liability company; BUBBLEGUM FILMS, INC., a business organization, form unknown; OH WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; and ROES 1 - 550, inclusive (all defendants collectively, “The Defendants”).

THE PARTIES

1. Plaintiff JANE DOE NO. 1 is an individual residing in San Diego County, California.
2. Plaintiff JANE DOE NO. 2 is an individual residing in San Diego County, California.
3. Plaintiff JANE DOE NO. 3 is an individual residing in Miami-Dade County, Florida.
4. Plaintiff JANE DOE NO. 4 is an individual residing in Monmouth County, New Jersey.
5. Plaintiff JANE DOE NO. 5 is an individual residing in Alachua County, Florida.
6. Plaintiff JANE DOE NO. 6 is an individual residing in St. Tammany Parish, Louisiana.
7. Plaintiff JANE DOE NO. 7 is an individual residing in Dallas County, Texas.
8. Plaintiff JANE DOE NO. 8 is an individual residing in San Diego County, California.
9. Plaintiff JANE DOE NO. 9 is an individual residing in Bexar County, Texas.
10. Plaintiff JANE DOE NO. 10 is an individual residing in Los Angeles County, California.
11. Plaintiff JANE DOE NO. 11 is an individual residing in Knox County, Tennessee.
12. Plaintiff JANE DOE NO. 12 is an individual residing in Charlotte County, Florida.
13. Plaintiff JANE DOE NO. 13 is an individual residing in Miami-Dade County, Florida.
14. Plaintiff JANE DOE NO. 14 is an individual residing in Alberta, Canada.

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1 15. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of
2 business in San Diego County, California.

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

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

7 18. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of
8 business in Clark County, Nevada.

9 19. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in
10 San Diego County, California.

11 20. M1M MEDIA, LLC is a California limited liability company with its principal place of business
12 in San Diego County, California.

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

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

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

19 24. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal
20 place of business in Clark County, Nevada.

21 25. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
22 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC,
23 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
24 MEDIA HOLDINGS, LLC; and ROES 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the
25 business of online pornography production, distribution, and sales. On information and belief, THE
26 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,
27 without limitation, www.girlsdoporn.com.

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

4 27. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On
5 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS
6 – as well as a participant and "actor" in their pornography.

7 28. MATTHEW WOLFE ("WOLFE") is an individual residing in San Diego County, California.
8 On information and belief, he is a sales agent and representative for each of THE ENTITY
9 DEFENDANTS – as well as a videographer of their pornography.

10 29. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales
11 agents, representatives, videographers, and/or "actors" of THE ENTITY DEFENDANTS.

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

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

23 32. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
24 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and
25 ROES 251 – 550 acted as alter egos of each other. In particular, they: (a) commingled their funds and
26 other assets, failed to segregate funds between them, and have without authorization diverted corporate
27 funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of
28 one other to themselves and third parties haphazardly and without authority; (d) held themselves out as

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

9 JURISDICTION AND VENUE

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

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

15 FACTUAL ALLEGATIONS

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

17 35. PRATT, GARCIA, WOLFE and the rest of The Defendants operate a San Diego-based
18 pornography business, which irreparably damages the lives of young women from San Diego and
19 across the country.

20 36. The Defendants collectively run pornography websites, the main website being
21 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than
22 the San Diego Padres website.

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

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1 38. The Defendants advertise themselves across the country as a legitimate Southern California
2 modeling agency - on Craigslist and other websites, or even on sham websites they created, e.g.,
3 www.beginmodelling.com. The Defendants ask for the name, age, height, weight, state, city, email,
4 and phone number of each applicant, ask for photos, and, if The Defendants feel they have attracted a
5 proper target, reach out to the women by phone and/or email in order to feel the women out more.
6 Eventually, if a proper target, The Defendants offer the young women thousands of dollars for adult
7 film work.

8 39. When the young women ask The Defendants where they will distribute the video, The
9 Defendants assure them that they will not post the video online (or cause it to be so posted), they will
10 not distribute the video in the United States (or cause it to be so distributed), and they will keep each
11 woman anonymous. The Defendants represent the videos will be on DVDs overseas and for private
12 use. If needed for convincing, The Defendants provide a reference woman, who previously shot a
13 video (but, whose video is not yet released), to vouch for The Defendants and promise the same
14 security, limited distribution, and anonymity.

15 40. In their discussions with these young woman, The Defendants use aliases and mention nothing
16 about their website(s) where they plan to post the videos, or the websites on which they plan to
17 publically promote and advertise the videos. The Defendants also mention nothing about: (a) all of the
18 other young women whose lives they have irreparably damaged earlier by The Defendants' video
19 publication and promotion; (b) all of the other young women imploring them to stop and to take down
20 their videos; and (c) all of the complaints that they (and their legal counsel) have received from other
21 young women and their families.

22 41. After The Defendants lie to the young women, they book rooms (usually under PRATT'S
23 name) at upscale San Diego County hotels, most often at major high-end chains in downtown San
24 Diego (e.g., Hilton, Hyatt, Marriot). If the young women are not in Southern California, The
25 Defendants pay for their airfare to San Diego (again, usually using PRATT'S name / credit card).

26 42. Then, without hotel knowledge and consent, and, on information and belief, without any license
27 or permit whatsoever, The Defendants sneak videography equipment into the hotel - hiding the
28 equipment in large suitcases - in order to produce the amateur pornography.

1 43. Once the young women are confined to the hotel room, The Defendants present them with
2 documents to sign: (a) often under duress, coercion, and/or while distracting or rushing them; (b) while
3 continuing to orally misrepresent their intent for the video's eventual distribution; (c) while continuing
4 to fraudulently omit the material facts referenced herein (e.g., that they work for a San Diego-based
5 pornography website that has damaged other young women's lives); and (d) often lying about the
6 purported nature and effect of the documents.

7 44. Around one month after filming, despite their earlier representations, The Defendants release
8 the videos on, at least, www.girlsdoporn.com (their monthly subscription-based website) and
9 www.girls-do-porn.com (a free website with clips of the videos that then directs the user to
10 www.girlsdoporn.com). The Defendants also release/license all or part of the videos all over the
11 internet on a multiple of free pornography websites – in part, to advertise www.girlsdoporn.com with
12 ~~the images and likenesses of the young women.~~ (Interestingly, and by no accident, GARCIA'S (and
13 any other male participant's) face is never shown in any video.) Soon thereafter, someone who knows
14 one of the young women will notify them the video is online. This becomes the first time the young
15 women have ever heard of The Defendants' main website: www.girlsdoporn.com.

16 45. When the young women reach out to The Defendants, they discover The Defendants have
17 changed their phone numbers (they use disposable phones and/or changeable Internet phone numbers)
18 and have also used fake names (e.g., PRATT often uses "Mark," GARCIA often uses "Jonathan," and
19 WOLFE often uses "Ben" or "Isaac"). The Defendants then refuse to talk to the women, hang up on
20 them, and/or block their calls. If the women get in contact with The Defendants' counsel, they refuse to
21 even give The Plaintiffs copies of any documents signed and threaten them with legal action.

22 46. After The Defendants cause the videos to be distributed online, The Defendants, their
23 subscribers, and/or Internet stalkers release The Plaintiffs' real names online, usually on blogs followed
24 by "fans" and subscribers of www.girlsdoporn.com. As a result (of which The Defendants are
25 cognizant), third parties often then stalk, harass, bully, and blackmail the young women and their
26 families – online, by telephone, and in-person.

27 47. Because of The Defendants, some of these young women lose relationships with friends,
28 significant others, and family. Some lose or change jobs, and some are forced to leave their school.

1 Months to years after the videos, many are still harassed by strangers on the Internet. And almost all
2 have suffered severe psychological and emotional damage -- some have even considered suicide.

3 48. Below, are more specific facts and claims of fourteen (14) plaintiff young women.

4 **JANE DOE NO. 1**

5 49. In July 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling
6 section for the Las Vegas area, seeking young women for adult modeling.

7 50. That same month, JANE DOE NO. 1 responded to the advertisement and corresponded with
8 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA eventually
9 offered her \$9,200 for 3 videos.

10 51. That same month, in July 2015, GARCIA told JANE DOE NO. 1 on the phone that they would
11 not post the videos online, they would not distribute the videos in the United States, and that she would
12 remain anonymous. GARCIA told her the video would go to *one* "private buyer" overseas in Australia
13 - and would only be in DVD format. They had her speak with another women, who assured her the
14 videos do not get leaked.

15 52. On August 3, 2015, September 14, 2015, and September 22, 2015, JANE DOE NO. 1 made
16 adult videos for The Defendants at The Palomar in downtown San Diego, 707 10th Avenue in
17 downtown San Diego, and at the Coronado Island Marriott, respectively. Before each shoot, GARCIA
18 and WOLFE (going by his alias "Ben"), again, assured JANE DOE NO. 1 they would not post the
19 videos online, they would not distribute the videos in the United States, and that she would remain
20 anonymous. They assured her there was nothing to worry about, promised her privacy, and said
21 nobody she knew would see the videos.

22 53. They continued to make these representations when providing her with documents, which
23 GARCIA and WOLFE did not let JANE DOE NO. 1 thoroughly read; they also distracted her and told
24 her the documents merely said the films would be for video format in Australia.

25 54. After the videos, The Defendants reneged on their promise to pay JANE DOE NO. 1 the \$9,200
26 and only paid her \$8,200.

27 55. In October 2015, The Defendants released JANE DOE NO. 1's videos on their website,
28 www.girlsdoporn.com, and other websites, which were then discovered by her high school, college, and

1 graduate school friends and acquaintances – as well her family.

2 56. Also around October 2015, The Defendants, their subscribers, and/or third parties leaked JANE
3 NO. DOE 1's real name and her contact information (social media, phone, email, etc.) on other
4 websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 1 was harassed
5 through social media, text message, and phone. People emailed and called JANE DOE NO. 1's college
6 and graduate school students, faculty, and deans, calling her a "whore, slut, disgrace, etc.," sent links to
7 or screenshots of her videos, and tagged her boyfriend on social media with the video.

8 **JANE DOE NO. 2**

9 57. In Around February 2015, The Defendants posted an advertisement on Craigslist.com in the
10 gigs/modeling section for San Diego, CA, seeking young women for adult modeling.

11 58. That same month, JANE DOE NO. 2 responded to the advertisement and corresponded with
12 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA offered her
13 \$6,000 for 2 videos.

14 59. That same month, GARCIA told JANE DOE NO. 2 on the phone that they would not post the
15 videos online, they would not post the video online, they would not distribute the video in the United
16 States, and that she would remain anonymous. They told her the video would go to "private buyers"
17 overseas and would only be in DVD format. They further told her the "private buyers" had contracts,
18 which prevented them from sharing or distributing the videos. They had her speak with another
19 women, who assured her the videos do not get leaked.

20 60. On February 1, 2015 and February 19, 2015, JANE DOE NO. 2 made adult videos for The
21 Defendants at the Hard Rock Hotel in downtown San Diego and a downtown condo, respectively.
22 Before each shoot, GARCIA and WOLFE (going by his alias "Isaac") assured JANE DOE NO. 2 they
23 would not post the video online, they would not distribute the video in the United States, and that she
24 would remain anonymous. They assured her there was nothing to worry about, promised her privacy,
25 and said nobody she knew would see the videos.

26 61. They continued to make these representations when providing her with documents, which
27 GARCIA and WOLFE did not let JANE DOE NO. 2 thoroughly read; they also distracted her and told
28 her they was merely a "tax form" and "privacy agreement."

62. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 2 the \$6,000 and only paid her \$5,000.

63. On or about April 10, 2015, The Defendants released JANE DOE NO. 2's video on www.girlsdoporn.com and other websites, which was discovered by her friends and acquaintances – as well her family.

64. Also around April 10, 2015, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 2's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 2 was harassed through social media, text message, and phone. She was called her a “whore, slut, disgrace, etc.” and people sent her friends and acquaintances links to or screenshots of her video, and tagged her boyfriend on social media with the video.

JANE DOE NO. 3

65. In March 2014, The Defendants posted an advertisement on exploretalent.com, seeking young women for adult modeling in San Diego, CA.

66. That same month, JANE DOE NO. 3 responded to the advertisement and corresponded with GARCIA (going by his alias “Jonathan”) by email and text message. GARCIA offered her \$3,000 to do an adult video. JANE DOE NO. 3 asked GARCIA where the video would be distributed. GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. GARCIA told her the video would be on DVD and only distributed overseas in South America.

67. On March 23, 2014, JANE DOE NO. 3 made an adult video for The Defendants at the Hilton San Diego Bayfront. Before the shoot, GARCIA and WOLFE (going by his alias “Ben”), again, assured JANE DOE NO. 3 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

68. They continued to make these representations when providing her with documents, which GARCIA and WOLFE said were merely to ensure her privacy and that she would be compensated.

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69. Around July 4, 2014, The Defendants released JANE DOE NO. 3's video on www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-workers, and employer.

70. Also around July 4, 2014, The Defendants, their subscribers, and/or third parties leaked JANE DOE NO. 3's real name and her contact information (social media, phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO. 3 through social media, text message, and phone. She has been shunned and blackmailed by friends and coworkers.

JANE DOE NO. 4

71. In April 2013, The Defendants, going by their alias "Bubblegum Casting," posted an advertisement on Craigslist.com in the gigs/modeling section for Eastern, North Carolina, seeking young women for modeling.

72. That same month, JANE DOE NO. 4 responded to the advertisement and corresponded with WOLFE by email and text message. JANE DOE NO. 4 also FaceTimed with WOLFE and GARCIA. WOLFE and GARCIA offered her \$2,000 to do an adult video. JANE DOE NO. 4 asked WOLFE and GARCIA where the video would be distributed. WOLFE and GARCIA told her they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. WOLFE and GARCIA told her the video would be on DVD and would go only to a video store in Australia.

73. On April 9, 2013, JANE DOE NO. 4 made an adult video for The Defendants at the downtown San Diego Marriott. The Defendants booked the room under WOLFE'S name. Before the shoot, GARCIA and WOLFE, again, assured JANE DOE NO. 4 they would not post the video online, they would not distribute the video in the United States, and that she would remain anonymous. They assured her there was nothing to worry about, promised her privacy, and said nobody she knew would see the videos.

74. They continued to make these representations when providing her with documents, which GARCIA and WOLFE did not let JANE DOE NO. 4 thoroughly read; they also gave JANE DOE NO. 4 alcohol and she was intoxicated when signing the documents.

1 75. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 4 the \$2,000 and
2 only paid her \$400 (they gave her stack of cash with twenty dollar bills on top, but clandestinely filled
3 the middle with one dollar bills).

4 76. Around June 2013, The Defendants released JANE DOE NO. 4's videos on
5 www.girlsdoporn.com and other websites, including www.pornhub.com, which were then discovered
6 by her family and friends.

7 77. Also around June 2013, The Defendants, their subscribers, and/or third parties leaked JANE
8 DOE NO. 4's real name and her contact information (social media, phone, email, etc.) on other
9 websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO.
10 4 through social media, text message, and phone. JANE DOE NO. 4 became depressed, could not
11 leave the house, was bullied, was blackmailed, and her car was vandalized.

12 **JANE DOE NO. 5**

13 78. In August 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
14 women for adult modeling in Gainesville, Florida.

15 79. That same month, JANE DOE NO. 5 responded to the advertisement and corresponded with
16 GARCIA (going by his alias "Jonathan") and PRATT or WOLFE (going by the alias "Mike") by email
17 and text message. They offered her \$3,000.00 to do an adult video. JANE DOE NO. 5 asked them
18 where the video would be distributed. They told her they would not post the video online, they would
19 not distribute the video in the United States, and that she would remain anonymous. They told her the
20 video would only go to a private collector in Australia. They had her speak with another women, who
21 assured her the videos do not get leaked.

22 80. On August 29, 2014 and in early September 2014, JANE DOE NO. 5 made adult videos for The
23 Defendants at the Hilton San Diego Bayfront. Before the shoots, GARCIA and PRATT or WOLFE,
24 again, assured JANE DOE NO. 5 they would not post the video online, they would not distribute the
25 video in the United States, and that she would remain anonymous. They assured her there was nothing
26 to worry about, promised her privacy, and said nobody she knew would see the videos.

27 81. They continued to make these representations when providing her with documents, which they
28 did not let JANE DOE NO. 5 thoroughly read; they told her they were merely documents saying she

1 was sober.

2 82. Around mid-December, 2014, The Defendants released JANE DOE NO. 5's video on
3 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
4 people in her hometown.

5 83. Also on information and belief, around mid-December, 2014, The Defendants, their subscribers,
6 and/or third parties leaked JANE DOE NO. 5's real name and her contact information (social media,
7 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
8 then harassed, threatened, and bullied JANE DOE NO. 5 through social media, text message, and
9 phone.

10 **JANE DOE NO. 6**

11 84. In May 2016, The Defendants posted an advertisement on Craigslist.com, seeking young
12 women for adult modeling in Baton Rouge, Louisiana.

13 85. That same month, JANE DOE NO. 6 responded to the advertisement and corresponded with
14 GARCIA (going by his alias "Jonathan") by email and text message. GARCIA offered her \$7,000 to
15 do an adult video. JANE DOE NO. 6 asked them where the video would be distributed. GARCIA told
16 her they would not post the video online, they would not distribute the video in the United States, and
17 that she would remain anonymous. They told her the video would only go to DVDs in Australia. They
18 had her speak with another women, who assured her the videos do not get leaked.

19 86. On May 19, 2016, JANE DOE NO. 6 made an adult video for The Defendants at the Coronado
20 Island Marriot. Before the shoot, GARCIA and ROE 251 (going by his alias "Ted") and The
21 Defendants' makeup artist ("Riva") assured JANE DOE NO. 6 they would not post the video online,
22 they would not distribute the video in the United States, and that she would remain anonymous. They
23 assured her there was nothing to worry about, promised her privacy, and said nobody she knew would
24 see the videos. In fact, GARCIA said The Defendants had never had an issue with the videos getting
25 released, going viral, or anyone seeing the videos in the United States.¹

26 ///

27 _____
28 ¹ Notably, this is a month *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action
for, among other things, fraud and mass Internet distribution of their videos.

1 87. They continued to make these representations when providing her with documents, which
2 GARCIA and ROE 251 did not let JANE DOE NO. 6 thoroughly read, and they told her the documents
3 reiterated what they already discussed.

4 88. After the video, The Defendants reneged on their promise to pay JANE DOE NO. 6 the \$7,000
5 and only paid her \$4,500.

6 89. Around early August 2016, The Defendants released JANE DOE NO. 6's video on
7 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
8 people in her hometown.

9 90. Also on information and belief, in early August 2016, The Defendants, their subscribers, and/or
10 third parties leaked JANE DOE NO. 6's real name and her contact information (social media, phone,
11 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO. 6
12 became depressed, could not leave the house, and considered dropping out of school.

13 **JANE DOE NO. 7**

14 91. In October 2013, The Defendants posted an advertisement on Craigslist.com, seeking young
15 women for adult modeling in Dallas, Texas.

16 92. That same month, JANE DOE NO. 7 responded to the advertisement and corresponded with
17 GARCIA and WOLFE. They offered her \$2,000 to do an adult video. JANE DOE NO. 7 asked them
18 where the video would be distributed. GARCIA told her they would not post the video online, they
19 would not distribute the video in the United States, and that she would remain anonymous. They told
20 her the video would only go to DVDs in Australia.

21 93. In October 2013, JANE DOE NO. 7 made an adult video for The Defendants at the Rancho
22 Bernardo Inn. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 7 they would not post
23 the video online, they would not distribute the video in the United States, and that she would remain
24 anonymous. They assured her there was nothing to worry about, promised her privacy, and said
25 nobody she knew would see the videos.

26 94. They continued to make these representations when providing her with documents, which
27 GARCIA and WOLFE did not let JANE DOE NO. 6 thoroughly read, and they told her they were
28 merely documents saying the video's distribution was on DVD in Australia only.

1 95. On or before July 2016, The Defendants released JANE DOE NO. 7's video on
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
3 people in her hometown.

4 96. Also on information and belief, on or before July 2016, The Defendants, their subscribers,
5 and/or third parties leaked JANE DOE NO. 7's real name and her contact information (social media,
6 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE
7 DOE NO. 7 became depressed, discriminated against, humiliated, and deeply traumatized.

8 **JANE DOE NO. 8**

9 97. In July 2016, The Defendants posted an advertisement on Craigslist.com, seeking young women
10 for adult modeling in San Diego, California.

11 98. That same month, JANE DOE NO. 8 responded to the advertisement and corresponded with
12 GARCIA and PRATT or WOLFE by email and text message. They offered her \$2,000 to do an adult
13 video. JANE DOE NO. 8 asked them where the video would be distributed. They told her they would
14 not post the video online, they would not distribute the video in the United States, and that she would
15 remain anonymous. They told her the video was for private use and would not be so used for many
16 years.

17 99. On or about July 18, 2016 and August 5, 2016, JANE DOE NO. 8 made adult videos for The
18 Defendants at L'Auberge Del Mar and a condo downtown, respectively. Before the shoots, GARCIA,
19 PRATT or WOLFE, and The Defendants' makeup artist ("Riva") assured JANE DOE NO. 8 they
20 would not post the video online, they would not distribute the video in the United States, and that she
21 would remain anonymous. They assured her there was nothing to worry about, promised her privacy,
22 and said nobody she knew would see the videos. In fact, GARCIA said The Defendants had never had
23 an issue with the videos getting released, going viral, or anyone seeing the videos in the United States.²

24 100. They continued to make these representations when providing her with documents, which
25 GARCIA and PRATT or WOLFE did not let JANE DOE NO. 8 thoroughly read, and they told her they
26 were merely "protocol" and documents saying, "it was okay to film."

27
28 ² This is almost 6 months *after* Jane Doe Nos. 1 - 4 first sued The Defendants (including GARCIA) in this action
for, among other things, fraud and mass Internet distribution of their videos.

1 101. In or around September 2016, The Defendants released JANE DOE NO. 8's video on
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
3 people in her hometown.

4 102. Also on information and belief, in or around September 2016, The Defendants, their
5 subscribers, and/or third parties leaked JANE DOE NO. 8's real name and her contact information
6 (social media, phone, email, etc.) on other websites, including, at least, the blog
7 www.pornwikileaks.com. JANE DOE NO. 8 became depressed, could not leave the house, and
8 debated suicide several times.

9 **JANE DOE NO. 9**

10 103. In April 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
11 women for adult modeling in San Antonio, Texas.

12 104. That same month, JANE DOE NO. 9 responded to the advertisement and corresponded with
13 WOLFE and PRATT by email and text message. They offered her \$3,500 to do adult videos. JANE
14 DOE NO. 9 asked them where the videos would be distributed. GARCIA told her they would not post
15 the videos online, they would not distribute the videos in the United States, and that she would remain
16 anonymous. When JANE DOE NO. 9 said she did not want the videos online, they said, "No, we
17 wouldn't do that, you'll be fine and protected – it's discreet and professional." They told her the videos
18 were for a DVD overseas.

19 105. In April 2014, JANE DOE NO. 9 made adult videos for The Defendants at La Valencia in La
20 Jolla and at a condo downtown. Before the shoots, GARCIA and WOLFE assured JANE DOE NO. 9
21 they would not post the video online, they would not distribute the video in the United States, and that
22 she would remain anonymous. They assured her there was nothing to worry about, promised her
23 privacy, and said nobody she knew would see the videos.

24 106. They continued to make these representations when providing her with documents, which
25 GARCIA and PRATT or WOLFE did not let JANE DOE NO. 9 thoroughly read, and they told her they
26 were merely documents saying, "it was okay to film."

27 107. In or around June 2014, The Defendants released JANE DOE NO. 9's videos on
28 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and

1 employer.

2 108. Also on information and belief, in or around June 2014, The Defendants, their subscribers,
3 and/or third parties leaked JANE DOE NO. 9's real name and her contact information (social media,
4 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com.

5 **JANE DOE NO. 10**

6 109. In March 2016, a prior woman who had just made a film referred JANE DOE NO. 10 to The
7 Defendants.

8 110. That same month, JANE DOE NO. 10 corresponded with GARCIA and WOLFE by email and
9 text message. They offered her \$5,000 to do an adult video. JANE DOE NO. 10 asked them where the
10 video would be distributed. They told her they would not post the video online, they would not
11 distribute the video in the United States, and that she would remain anonymous. They told her the
12 video was for a private collector in Australia only. They assured her there was nothing to worry about,
13 promised her privacy, and said nobody she knew would see the videos. They had her speak with
14 another women, who assured her the videos do not get leaked.

15 111. On July 12, 2015, JANE DOE NO. 10 made an adult video for The Defendants at The US Grant
16 in San Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 10 they would not
17 post the video online, they would not distribute the video in the United States, and that she would
18 remain anonymous.

19 112. They continued to make these representations when providing her with documents, which
20 GARCIA and WOLFE did not let JANE DOE NO. 10 thoroughly read.

21 113. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 10 the \$7,000 and
22 only paid her \$2,000 (saying she looked old and deserved less).

23 114. In or around November 2015, The Defendants released JANE DOE NO. 10's video on
24 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
25 employer.

26 115. Also on information and belief, in or around November 2015, The Defendants, their subscribers,
27 and/or third parties leaked JANE DOE NO. 10's real name and her contact information (social media,
28 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People

1 then harassed JANE DOE NO. 10 and her family through social media.

2 **JANE DOE NO. 11**

3 116. In March 2016, The Defendants posted an advertisement on Craigslist.com, seeking young
4 women for adult modeling in Knoxville, Tennessee.

5 117. That same month, JANE DOE NO. 11 corresponded with WOLFE or PRATT by email and text
6 message. They offered her \$5,000.00 to do an adult video. JANE DOE NO. 11 asked him where the
7 video would be distributed. They told her they would not post the video online, they would not
8 distribute the video in the United States, and that she would remain anonymous. They told her the
9 video was for DVD in Australia only. They assured her there was nothing to worry about, promised
10 her privacy, and said nobody she knew would see the videos. They had her speak with another women,
11 who assured her the videos do not get leaked.

12 ~~118. On March 29, 2016, JANE DOE NO. 11 made an adult video for The Defendants at a hotel in~~
13 San Diego. Before the shoot, GARCIA and ROE 251 ("Ted") assured JANE DOE NO. 11 they would
14 not post the video online, they would not distribute the video in the United States, and that she would
15 remain anonymous.

16 119. They continued to make these representations when providing her with documents, did not
17 allow her to thoroughly read, and GARCIA represented the documents were "liability stuff and to
18 protect their identities." In fact, JANE DOE NO. 11 asked GARCIA if anyone had ever found the
19 videos or had seen him in the videos. He said no. The Defendants' makeup artist ("Riva") also assured
20 her there was nothing to worry about.

21 120. Around May 1, 2016, The Defendants released JANE DOE NO. 11's video on
22 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
23 employer.

24 121. Also on information and belief, around May 1, 2016, The Defendants, their subscribers, and/or
25 third parties leaked JANE DOE NO. 11's real name and her contact information (social media, phone,
26 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People then
27 harassed JANE DOE NO. 11 through social media, text message, and phone. JANE DOE NO. 11
28 became depressed and debated suicide several times.

1 **JANE DOE NO. 12**

2 122. Around February 2015, The Defendants posted an advertisement on Craigslist.com, seeking
3 young women for adult modeling in Knoxville, Tennessee.

4 123. That same month, JANE DOE NO. 12 corresponded with GARCIA and WOLFE by email and
5 text message. They offered her \$5,000.00 to do adult videos. JANE DOE NO. 12 asked them where
6 the videos would be distributed. They told her they would not post the videos online, they would not
7 distribute the videos in the United States, and that she would remain anonymous. They told her the
8 videos would never go on the Internet and was for DVD in Australia only. They assured her there was
9 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They
10 had her speak with another women, who assured her the videos do not get leaked.

11 124. On February 2, 2015 and February 5, 2015, JANE DOE NO. 12 made an adult video for The
12 Defendants at a hotel in San Diego and at a condo downtown, respectively. Before the shoot, GARCIA
13 WOLFE assured JANE DOE NO. 12 they would not post the video online, they would not distribute
14 the video in the United States, and that she would remain anonymous.

15 125. They continued to make these representations when providing her with documents, which they
16 said were simply her agreeing to the amount she would be paid and to the video, and also distracted her
17 while she was reading.

18 126. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 12 the \$5,000 and
19 only paid her \$4,000.00 (saying she had cellulite on her legs).

20 127. Around April 2015, The Defendants released JANE DOE NO. 12's video on
21 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
22 school.

23 128. Also on information and belief, around April 2015, The Defendants, their subscribers, and/or
24 third parties leaked JANE DOE NO. 12's real name and her contact information (social media, phone,
25 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. JANE DOE NO.
26 12 became depressed, had nightmares, and lost/injured relationships with friends and family.

27 ///

28 ///

1 **JANE DOE NO. 13**

2 129. Around November 2015, The Defendants posted an advertisement on Craigslist.com, seeking
3 young women for adult modeling in Knoxville, Tennessee.

4 130. That same month, JANE DOE NO. 13 corresponded with GARCIA (going by his alias
5 "Jonathan") and ROE 251 (going by his alias "Ted") by email and text message. They offered her
6 \$5,000 to do an adult video. JANE DOE NO. 13 asked them where the video would be distributed.
7 They told her they would not post the video online, they would not distribute the video in the United
8 States, and that she would remain anonymous. They told her the video would never go on the Internet
9 and was for DVD in Australia only. They assured her there was nothing to worry about, promised her
10 privacy, and said nobody she knew would see the videos. They had her speak with another women,
11 who assured her the videos do not get leaked.

12 ~~131. On November 24, 2015, JANE DOE NO. 13 made an adult video for The Defendants at The~~
13 Grand Hyatt Hotel in New York, New York (where The Defendants were traveling at the time). Before
14 the shoot, GARCIA and ROE 251 assured JANE DOE NO. 13 they would not post the video online,
15 they would not distribute the video in the United States, and that she would remain anonymous.

16 132. They continued to make these representations when providing her with documents, which they
17 said were simply "summing up all they had talked about," and also distracted her and rushed her while
18 she was reading.

19 133. GARCIA and ROE 251 then reneged on their promise to pay JANE DOE NO. 13 the \$5,000
20 and only paid her \$3,000.00 (saying she had fat and cellulite on her legs, and they did not like her
21 breasts).

22 134. Around January 10, 2016, The Defendants released JANE DOE NO. 13's video on
23 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
24 school.

25 135. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,
26 and/or third parties leaked JANE DOE NO. 12's real name and her contact information (social media,
27 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
28 then harassed JANE DOE NO. 13 through social media, text message, and phone. JANE DOE NO. 13

1 became depressed and debated suicide.

2 **JANE DOE NO. 14**

3 136. Around July 2014, The Defendants posted an advertisement on Craigslist.com, seeking young
4 women for adult modeling in New York, New York.

5 137. That same month, JANE DOE NO. 14 corresponded with GARCIA and WOLFE by email and
6 text message. They offered her \$5,000 to do adult videos. JANE DOE NO. 14 asked them where the
7 videos would be distributed. They told her they would not post the videos online, they would not
8 distribute the videos in the United States, and that she would remain anonymous. They told her the
9 videos would never go on the Internet and was for DVD in Australia only. They assured her there was
10 nothing to worry about, promised her privacy, and said nobody she knew would see the videos. They
11 had her speak with another women, who assured her the videos do not get leaked.

12 138. Around July 15, 2014, JANE DOE NO. 14 made an adult videos for The Defendants in San
13 Diego. Before the shoot, GARCIA and WOLFE assured JANE DOE NO. 14 they would not post the
14 video online, they would not distribute the video in the United States, and that she would remain
15 anonymous.

16 139. They continued to make these representations when providing her with documents, which they
17 said were simply "standard documents stating her name and age," and also distracted her and rushed
18 her while she was reading.

19 140. Around June 2015, The Defendants released JANE DOE NO. 14's video on
20 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, and
21 school.

22 141. Also on information and belief, around on January 10, 2016, The Defendants, their subscribers,
23 and/or third parties leaked JANE DOE NO. 14's real name and her contact information (social media,
24 phone, email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. People
25 then harassed JANE DOE NO. 14 and her family through social media, text message, and phone.
26 JANE DOE NO. 14 became depressed, lives in fear, and moved out of the country to Canada.

27 ///

28 ///

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 **INTENTIONAL MISREPRESENTATION**

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

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

7 143. During The Plaintiffs' discussions and negotiations with The Defendants before each made an
8 adult video for The Defendants (and simultaneous with The Plaintiffs' attempted review of any
9 purported agreements), The Defendants represented: they would not post the videos online (or cause
10 such publication), they would not distribute the videos in the United States (or cause such publication),
11 and that The Plaintiffs would remain anonymous. The Defendants further represented at all times to
12 The Plaintiffs that would not cause the videos to be posted online or distributed in the United States.

13 The Defendants at all times assured The Plaintiffs there was nothing to worry about, promised privacy,
14 and said nobody The Plaintiffs knew would see the videos. The Defendants caused other women to
15 reiterate these representations to The Plaintiffs. Finally, The Defendants represented they would pay
16 The Plaintiffs certain sums of money; as set forth above, some of The Plaintiffs did not receive the
17 sums represented.

18 144. Those representations were false.

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

21 146. The Plaintiffs reasonably relied on the representations.

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

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

1 not limited to the difference in value in what the parties exchanged (i.e., the money The Plaintiffs
2 received for what they were told was *limited* distribution and what The Defendants profited through
3 *global* distribution); and (c) restitution / unjust enrichment damages (same calculation as the
4 compensatory damages). The Plaintiff also seek injunctive relief.

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

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

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

15 **SECOND CAUSE OF ACTION**

16 **FRAUDULENT CONCEALMENT**

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

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

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

1 down their videos; and (c) all of the complaints that they (and their legal counsel) have received from
2 other young women and their families.

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

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

9 156. The Defendants concealed these facts with the intent to induce The Plaintiffs to make the adult
10 videos.

11 157. The concealed information was objectively material to any reasonable person and caused The
12 Plaintiffs to make the adult videos.

13 158. The Plaintiffs justifiably relied on The Defendants' false representations.

14 159. The Defendants' failure to disclose these material facts to The Plaintiffs was substantial factor
15 in causing their harm. Had The Plaintiffs known of the undisclosed facts, they would not have made
16 the adult videos.

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

26 161. The Defendants were acting individually and on behalf of each other when they made each of
27 these omissions and, when one of them made an omission, the others ratified the omission and/or knew
28 of the omission and failed to correct it.

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

6 163. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an
7 award of punitive damages pursuant to Section 3294 of the California Civil Code.

8 **THIRD CAUSE OF ACTION**

9 **FALSE PROMISE**

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

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

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

23 166. The Defendants' affirmative promises were of material fact and important as The Plaintiffs
24 would not have otherwise made the adult videos.

25 167. The Defendants did not intend to perform these promises at the times they made them, and have
26 not performed as promised. The Defendants knew their promises were false and merely wanted The
27 Plaintiffs to make the videos for The Defendants' benefit.

28 168. The Defendants intended to induce The Plaintiffs to alter their positions in reliance on the

promises by making the adult videos.

169. The Plaintiffs justifiably and reasonably relied on The Defendants' promises and The Defendants' affirmative promises were an immediate cause of The Plaintiffs' conduct.

170. The Defendants did not perform the promises.

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

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

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

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **NEGLIGENT MISREPRESENTATION**

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

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

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

15 178. The representations were false and although The Defendants may have honestly believed that
16 the representations were true, they had no reasonable grounds for believing the representations were
17 true when they made them.

18 179. The Defendants intended that The Plaintiffs would rely on the above representations in their
19 decisions to make the adult videos.

20 180. The Plaintiffs reasonably relied on The Defendants' misrepresentations in their decisions to
21 make the adult videos.

22 181. The Plaintiffs' reliance on The Defendants' false representations was a substantial factor in
23 causing their harm in that The Defendants posted their videos online, published their videos in the
24 United States, and released The Plaintiffs' names.

25 182. The Plaintiffs' reliance on these false representations was a substantial factor in causing their
26 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000
27 per plaintiff, and consists of, at least, compensatory damages, including, but not limited to the
28 difference in value in what the parties exchanged (i.e., the money The Plaintiffs received for what they

1 were told was *limited* distribution and what The Defendants profited through *global* distribution).

2 **FIFTH CAUSE OF ACTION**

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

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

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

7 184. The Defendants used The Plaintiffs' names, likenesses, and/or identities without The Plaintiffs'
8 permission, though fraud, and/or without promised consideration, including, without limitation, on The
9 Defendants' websites (e.g., www.girlsdoporn.com), social media, and advertising. Finally, any release
10 purporting to give The Defendants unconditional use of The Plaintiff's videos is unenforceable due to
11 unclear terms, a lack of mental capacity/competence, mistake, undue influence, and/or The Defendants'
12 unclean hands.

13 185. The Defendants' gained a commercial benefit by using The Plaintiffs' names, likenesses, and/or
14 identities.

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

24 187. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
25 Defendants had knowledge of and agreed to both the objective and course of action to injure The
26 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
27 names, likenesses, and/or identities at the time and place and via the manner set forth above; and (3)
28 pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

1 188. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
2 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

3 **SIXTH CAUSE OF ACTION**

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

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

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

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

11 191. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast
12 or account, or with a political campaign.

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

17 193. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was
18 directly connected to The Defendants' commercial purpose.

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

27 195. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
28 Defendants had knowledge of and agreed to both the objective and course of action to injure The

1 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'
2 names, voices, photographs, video, and likenesses at the time and place and via the manner set forth
3 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.
4 196. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant
5 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

6 **SEVENTH CAUSE OF ACTION**

7 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

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

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

11 198. The Defendants concealed the fact they run an online pornography website. In order to get The
12 Plaintiffs to make adult videos, The Defendants lied to The Plaintiffs about the distribution. They
13 assured The Plaintiffs there was nothing to worry about and promised privacy. The Defendants knew
14 all of the other young women whose lives they have irreparably damaged earlier by The Defendants'
15 video publication and promotion; all of the other young women imploring them to stop and to take
16 down their videos; and all of the complaints and they (and their legal counsel) have received from other
17 young women and their families. The Defendants used The Plaintiffs' videos and names to
18 commercially promote their websites and enrich themselves. This conduct was outrageous as it
19 exceeded all bounds of common decency usually tolerated by a civilized society.

20 199. The Defendants intended to inflict the injuries stated herein upon The Plaintiffs, or the injuries
21 were substantially certain to result from The Defendants' conduct.

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

27 201. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The
28 Defendants had knowledge of and agreed to both the objective and course of action to injure The

1 Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, The Defendants intentionally
2 inflicted severe emotional distress upon The Plaintiffs at the time and place and via the manner set forth
3 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

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

6 **EIGHTH CAUSE OF ACTION**

7 **NEGLIGENCE**

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

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

11 204. In their transactions and dealings with The Plaintiff, The Defendants had a duty to use ordinary
12 care and to prevent injury to The Plaintiffs based on the foreseeability of harm to The Plaintiffs, the
13 degree of certainty The Plaintiff would suffer injuries, the closeness of connection between The
14 Defendants' actions and The Plaintiffs' injuries, the moral blame attached to The Defendants' conduct,
15 the policy of preventing future harm, and the extent of The Defendants' burden and the consequences to
16 the community of imposing duty and liability.

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

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

1 injunctive relief.

2 **NINTH CAUSE OF ACTION**

3 **BREACH OF CONTRACT**

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

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

7 208. The Plaintiffs entered into oral agreements with The Defendants whereby The Plaintiffs agreed
8 to make their respective videos with the conditions: they would not post the videos online (or cause
9 such publication), they would not distribute the videos in the United States (or cause such publication),
10 and they would ensure their privacy and anonymity.

11 209. The Plaintiffs performed all of their obligations under the agreements; in particular, they
12 participated in the video shoots.

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

17 211. As an actual and proximate cause of The Defendants' breach, The Plaintiffs were damaged in an
18 amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

19 **TENTH CAUSE OF ACTION**

20 **PROMISSORY ESTOPPEL**

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

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

24 213. The Defendants made clear and unambiguous promises to The Plaintiffs that: they would not
25 post the videos online (or cause such publication), they would not distribute the videos in the United
26 States (or cause such publication), and they would ensure their privacy and anonymity.

27 214. The Plaintiffs relied on these promises in that they made the videos.

28 215. The Plaintiffs' reliance was both reasonable and foreseeable.

1 216. The Plaintiffs were injured as a result in that The Defendants distributed or cause the
2 distribution of the videos online and in the United States, and failed to ensure The Plaintiffs' privacy
3 and anonymity.

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

6 **ELEVENTH CAUSE OF ACTION**

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

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

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

11 219. The Defendants' conduct constitutes a "business practice" under Business & Professions Code,
12 Section 17200, et seq. ("Section 17200").

13 220. The Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it
14 violates common and California statutory law. The Defendants' "business practice" constitutes
15 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the
16 public.

17 221. The Defendants intended their conduct to cause – and it did so cause – The Plaintiffs to suffer
18 economic injury in fact and caused The Defendants to receive ill-gotten gains. The Plaintiffs were
19 damaged – and The Defendants unjustly enriched - in an amount to be proven at trial, but believed to
20 be, at least, \$500,000 per plaintiff. As such, The Plaintiffs have individual standing under Section
21 17200.

22 222. Pursuant to the remedies provisions of Section 17200: The Defendants owe The Plaintiffs
23 restitution of The Plaintiffs' property (e.g., videos and images); the Court should enjoin The
24 Defendants' violative conduct; and the Court should issue the maximum civil penalties permitted.

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1 **TWELTH CAUSE OF ACTION**

2 **FRAUDULENT TRANSFER**

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

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

6 224. The Plaintiffs have a right to payment from The Defendants for the claims in this action and are,
7 thus, creditors.

8 225. On information and belief, The Defendants transferred The Plaintiffs' videos and the revenue
9 generated therefrom to defendant Oh Well Media Limited (a sham entity in Vanuatu used to hide
10 assets) and ROES 200 – 250 with the intent to hinder, delay, or defraud The Plaintiffs in their collection
11 efforts on the subject claims.

12 226. The Plaintiffs were harmed as, among other things, they still have not received compensation
13 for the claims in this action.

14 227. The Defendants' conduct was a substantial factor in causing The Plaintiffs' harm.

15 228. The Defendants' actions were fraudulent and malicious and therefore warrant an award of
16 punitive damages pursuant to Section 3294 of the California Civil Code.

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1 **PRAYER FOR RELIEF**

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

- 3 A. For compensatory damages of, at least, \$7,000,000;
4 B. For restitution and 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.

12
13 Date: December 13, 2016

By: /s/ John J. O'Brien
Robert Hamparyan
John J. O'Brien
Brian M. Holm
Attorneys for Plaintiffs