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4 Counsel for DOES 1 THROUGH 22
5
6

7 UNITED STATES BANKRUPTCY COURT
8 SOUTHERN DISTRICT OF CALIFORNIA

9	In re)	Case No. 19-00271-LT13
)	
10	MICHAEL PRATT,)	RS No. MTO-1
)	
11	Debtor.)	
)	
12	_____)	
)	
13	DOES 1 THROUGH 22,)	DECLARATION IN SUPPORT OF
)	MOTION FOR RELIEF FROM STAY
14	Movants,)	
)	
15	v.)	
)	
16	MICHAEL PRATT and)	
	THOMAS BILLINGSLEA,)	
17)	
	Respondents.)	
18)	
)	
19	_____)	

20
21 Attached hereto as Exhibit 1 is the Declaration of John J.
22 O'Brien, Esq. in Support of Motion for Relief From Stay.

23
24 Dated: February 6, 2019 LAW OFFICE OF MICHAEL T. O'HALLORAN

25
26 By: /s/ Michael T. O'HALLORAN
Michael T. O'HALLORAN
27 Counsel for Movants
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EXHIBIT 1

1 I, John J. O'Brien, declare:

2 1. I am an attorney for the plaintiffs in this action. I
3 have personal knowledge of each fact stated in this declaration.

4 2. I have represented the plaintiffs since their cases
5 commenced in state court - the lead case having commenced on June
6 2, 2016. I have represented the plaintiffs in all aspects of the
7 state court consolidated action, including pleadings, motion
8 work, written discovery, deposition discovery, third party
9 discovery, and state court hearings. Brian Holm of Holm Law
10 Group, PC has co-counseled with me and has represented the
11 plaintiffs since the lead case commenced. On August 30, 2018,
12 Edward Chapin of Sanford Heisler & Sharp, LLP associated into the
13 case as trial counsel and represents the plaintiffs.

14 3. The removed case from The Superior Court of
15 California, County of San Diego, consists of three consolidated
16 cases:

17 37-2016-00019027-CU-FR-CTL ("the lead case");

18 37-2017-00033321-CU-FR-CTL; and Case No.:

19 37-2017-00043712-CU-FR-CTL (all cases collectively, "the
20 state case").

21 Attached as Exhibit A is a true and correct copy of the operative
22 lead case complaint.

23 4. The state case has 22 plaintiffs, 13 defendants (who
24 have appeared), and hundreds of fictitious defendants. The state
25 case has been heavily litigated since its filing. When Mr. Pratt
26 filed bankruptcy on January 23, 2019, the state case was just **44**
27 **days away from trial**, which is still on the court's calendar for
28 March 8, 2019. The state case was **967 days old** and had **1973**

1 **entries in the notice register of actions.** As expanded on below,
2 the **1973 docket entries** consist of about **132 noticed motions**
3 **and/or ex parte applications,** about **60 minute entries (most**
4 **containing numerous orders),** and **3 appeals** in the California
5 Court of Appeal. The trial judge presiding over the state case,
6 Judge Joel R. Wohlfeil, decided the majority of these motions,
7 and, as such, has intricate knowledge of the case. The following
8 is a summary of the state case proceedings to date.

9 **The State Case Allegations**

10 5. Plaintiffs allege that Mr. Pratt - through his sole
11 shareholder/single member entities BLL Media, Inc. and BLL Media
12 Holdings, LLC - is the owner and operator of a pornography
13 website central to this litigation, called www.GirlsDoPorn.com,
14 operated out of San Diego. Attached as Exhibit B is a true and
15 correct copy of a declaration of Mr. Pratt. Plaintiffs contend
16 Mr. Pratt has for years attempted to shield his and even his
17 entities' ownership of www.GirlsDoPorn.com and its content
18 (including Plaintiffs' videos) by the use of several shell
19 entities in the South Pacific Island nation of Vanuatu, *infra*.

20 6. Plaintiffs are 22 young women alleging Mr. Pratt and
21 Defendants lured Plaintiffs (and hundreds of other young women)
22 into participating in adult films for San Diego-based
23 www.GirlsDoPorn.com via a well-oiled series of fraudulent
24 representations and concealments, constituting a fraudulent and
25 unfair business practice, *typically* in accord with the following
26 fact pattern:

1 (a) Defendants posted advertisements on Craigslist.com
2 for modeling throughout the country, offering upwards of \$6,000
3 cash for modeling;

4 (b) the advertisements mentioned little-to-nothing
5 about adult modeling and mentioned *absolutely nothing* about
6 Internet pornography or www.GirlsDoPorn.com;

7 (c) the Craigslist.com advertisements contained links
8 leading to innocuous fashion modeling websites (e.g.,
9 www.beginmodeling.com, www.modelingwork.com and
10 www.modelinggigs.com). The websites feature clothed fashion
11 models and include a "Contact Form" directing modeling applicants
12 to enter their name, contact information, height/weight, and to
13 upload three photographs [Mr. Pratt and Defendants own and
14 operate these intermediary intake websites];

15 (d) after the Plaintiffs applied for these clothed
16 modeling jobs, Defendants corresponded with them using alias
17 email address (e.g., Pratt used "mark@modelinggigs.com") and fake
18 names [which they use throughout the entire transaction];

19 (e) eventually in the recruitment process, Defendants
20 informed the Plaintiffs the work was an "adult film";

21 (f) when Plaintiffs asked where the videos would be
22 distributed, the Defendants represented the videos do not go
23 online but are for overseas production (usually Australia or New
24 Zealand) only put on DVD format [Mr. Pratt and his business
25 partner, defendant Matthew Wolfe, have New Zealand accents,
26 having been born there and only recently coming to the United
27 States]; and

28

1 (g) while on the phone with their prospective victims,
2 Mr. Pratt and Defendants provided them "reference" models to sell
3 their lies, who Mr. Pratt and Defendants paid or coached to
4 ratify their misrepresentations. The references contacted the
5 Plaintiffs and reassured them that the videos are never be seen
6 by anyone in the United States and nobody in their lives knows.

7 7. The reference models, including Alicia McKay, have also
8 confirmed Defendants' lies about video distribution. Attached as
9 Exhibit C is a true and correct copy of excerpts of Alicia
10 McKay's deposition [see pp. 17-18, 52-54]. Defendants' prior
11 videographer, Theodore Gyi, also confirmed the lies. Attached as
12 Exhibit D is a true and correct copy of excerpts of Theodore
13 Gyi's deposition [see pp. 95-96].

14 8. Defendants' prior office manager, Valorie Moser, also
15 confirmed the lies about video distribution. One time,
16 experimenting if prospects would respond more favorably to a
17 woman's voice, Mr. Pratt coached Ms. Moser how to explain the
18 videos would be released on DVD to Australia. Attached as
19 Exhibit E is a true and correct copy of excerpts of Valorie
20 Moser's deposition [see pp. 72-73].) Ms. Moser further testified
21 that, prior to state case being filed, Mr. Pratt coached her,
22 because she picked up victims from the airport, to say that she
23 was just an "Uber type person" and, if a woman asked her about
24 distribution, to say she did not really know. (Exhibit E at pp.
25 60-62.) After this lawsuit was filed, *Defendants'* attorney,
26 Aaron Sadock¹, directed Ms. Moser that, if asked by a prospective

27
28 ¹So, after 22 victims sued Defendants for fraud, Defendants and their attorney continued to actively conceal the website from prospective victims.

1 victim about distribution, Ms. Moser must say, "there was an NDA
2 in place and none of us could talk about those details for their
3 protection." (Exhibit E at pp. 41:21 - 42:22, 50:14-20.) Mr.
4 Sadock rehearsed this false response with Ms. Moser. (Id.) When
5 women complained about distribution to Ms. Moser, she forwarded
6 the complaints to Mr. Pratt "every single time." (Id. at pp.
7 107-108.)

8 9. In addition to misrepresenting the distribution of
9 videos, Mr. Pratt and Defendants often misrepresent some of the
10 models' payments. During the above recruiting process,
11 Defendants repeatedly tell the women *in writing* that they will be
12 paid a certain amount (e.g., \$5,000) if they fly to San Diego for
13 the video shoot. Attached as Exhibit F is a true and correct
14 copy of a declaration of Plaintiff Jane Doe No. 6 [see ¶ 7].
15 Defendants continue to increase the offer until the victim
16 finally agrees to fly to San Diego to film. (Id.) Many of the
17 Plaintiffs were paid significantly less once they arrived. Ms.
18 Moser testified that Defendants have a practice of "high balling"
19 the offers to prospective women in order to just "get them on an
20 airplane." (Exhibit E at pp. 92-96.) Ms. Moser testified that -
21 when returning women to the airport - about 50% of the 100 or so
22 women she transported complained they were lied to about the
23 amount of money promised prior to flying to San Diego. (Exhibit
24 E at pp. 97-98.)

25 10. Once Defendants dupe these young women to get on an
26 airplane to San Diego, Mr. Pratt and Defendants do not have a
27 video studio. Rather, they clandestinely film their pornography
28 videos in hotel rooms throughout San Diego County. Once in the

1 hotel room, Defendants offer the victims alcohol and marijuana to
2 "loosen up," which about half of the victims consume. Defendants
3 continue to conceal their website and reassure the victims that
4 the videos would not be on the Internet. Just prior to filming,
5 and after doing the model's makeup and hair, they present
6 purported release agreements to sign and read to the young
7 victims, which are missing terms, including price and their
8 website - and while distracting the models, rushing the models,
9 misrepresenting the content and alleged effect of the documents,
10 and often having served the models alcohol (many of whom are
11 underage - in fact, one plaintiff filmed *the day after* her 18th
12 birthday, Mr. Pratt and Defendants having recruited her to fly
13 across the country for a sex video when she was a minor.
14 Defendants provided her with a birthday cake during the filming
15 process to emphasize her having just reached the age of consent).

16 11. After videos are filmed and unbeknownst to the models,
17 Defendants release the videos on their website,
18 www.GirlsDoPorn.com, a paid subscription-based website with
19 thousands of subscribers. Defendants also publish five to ten
20 minute "trailers" of the videos on free pornography sites such as
21 www.PornHub.com, www.xVideos.com and www xnxx.com, which,
22 according to SimilarWeb.com and Alexa.com are the fifth, sixth,
23 and seventh most trafficked websites in the world, respectively.
24 Defendants' have "channels" on these free websites where their
25 videos have been collectively viewed over a billion times.

26 12. To make matter even worse, many of the young women's
27 personal information (e.g., phone numbers, Facebook, contact
28 information of family members) are posted on blogs followed by

1 "fans" of Defendants' website. There are websites dedicated
2 solely to identifying the victims that appear in Defendants'
3 videos, such as <http://girlsdoPornidreal.blogspot.com>. Almost
4 every Plaintiff was harassed because of these websites. Mr.
5 Pratt, Defendants, and even their counsel knew this harassment
6 was imminent once they released the videos, but they concealed
7 it. Plaintiffs have evidence suggesting Defendants are behind
8 many of the blog posts publishing Plaintiffs' information.

9 13. When prior models contact Defendants to complain about
10 the distribution and/or harassment, Defendants either block their
11 numbers, threaten them, or have Panakos Law, APC and Aaron Sadock
12 use legal process to threaten them (e.g., threaten to sue the
13 young women for breach of a "non-disclosure agreement" and/or
14 threaten them with restraining orders for contacting the
15 Defendants. Mr. Pratt has responded in writing to some
16 Plaintiffs who complained, "Your [sic] a joke" and "I have 7
17 lawyers."

18 14. In sum, during the transactions with Plaintiffs (and
19 other women), Mr. Pratt and Defendants mentioned nothing about:
20 (a) other young women whose lives they have irreparably damaged
21 by their video publications; (b) other young women imploring them
22 to take down their videos because they were lied to about
23 distribution; © other young women imploring them to take down
24 their videos because of harassment by third parties.

25 15. Mr. Pratt's www.GirlsDoPorn.com operation began in late
26 2006 when Pratt purchased the domain, www.GirlsDoPorn.com (July
27 2006), and incorporated Clockwork Productions, Inc. (Nevada
28 November 2006) and Bubblegum Films, Inc. (Vanuatu December 2006).

1 Attached as Exhibit G is true and correct copy Michael Pratt's
2 written discovery responses, including ownership of Bubblegum
3 Films, Inc.

4 16. In November 2015 (shortly before Plaintiffs filed the
5 lead case), Bubblegum Films, Inc. transferred its video
6 copyrights (of Plaintiffs' videos and all other model videos) as
7 well as the domain ownership of www.GirlsDoPorn.com to Oh Well
8 Media Limited (Vanuatu) and Sidle Media Limited (Vanuatu).

9 Attached as Exhibit H is true and correct copy of Bubblegum
10 Films, Inc. assignment agreement (which shows no consideration).
11 Mr. Pratt claims Oh Well Media Limited and Sidle Media Limited
12 then gave his California-based entities, BLL Media, Inc. and M1M
13 Media, Inc., the exclusive license to use the videos and domain.²
14 In deposition, Mr. Pratt and BLL Media, Inc.'s Person Most
15 Qualified (defendant Mathew Wolfe) claimed they do not have a
16 copy of the agreement - they also claimed to not know the
17 individual "Charles Pane" (purported Chief Operating Officer of
18 Bubblegum Films, Inc. on Exhibit H).

19 17. There are approximately 400 young women on
20 www.GirlsDoPorn.com. Mr. Pratt and Defendants are still in
21 operation, soliciting and filming young women, with a new office
22 in the Spreckles Building in downtown San Diego. Attached as
23 Exhibit L is a true and correct copy of excerpts of a rough
24 transcript of defendant Matthew Wolfe's deposition [see pp.
25 385-386].) In addition to the 22 Plaintiffs, Plaintiffs'

26

27 ²Mr. Pratt and Defendants also use these Vanuatu entities as their 18 USC 2257
28 pornography records and custodians. They claim to mail the required declarations and
the videos to Vanuatu, while the website is run out of San Diego.

1 attorneys have spoken with over 100 other women whose experience
2 with Defendants follow the same fraudulent pattern and modus
3 operandi as Plaintiffs' experience.

4
5 **The State Case Damages**

6 18. Plaintiffs seek, at least, \$1,000,000 in damages each
7 based on serious emotional distress from the video distribution
8 and harassment, such as bullying, blackmail, vandalism, loss of
9 eating, loss of sleep, enduring fright, shock, nervousness,
10 anxiety, depression, embarrassment, mortification, shame, fear,
11 post-traumatic stress disorder, panic attacks, and/or suicidal
12 ideations. This totals \$22,000,000.

13 19. Plaintiffs also seek, at least, \$50,000 to \$500,000
14 each in damages for restitution, disgorgement of profits, unjust
15 enrichment, ill-gotten gains, and/or civil penalties. This
16 totals another \$1,100,000 to \$11,000,000.

17 20. Plaintiffs also seek punitive damages [which Judge
18 Wohlfeil tentatively ruled had a substantial likelihood of
19 success on the day Mr. Pratt filed bankruptcy, *infra*, and which
20 would multiply the above compensatory damages], attorney fees
21 [which would be millions of dollars], court costs, and interest.

22 **The State Case Procedural Posture**

23 21. On June 2, 2016, the state case commenced in The
24 Superior Court of California, County of San Diego, and was
25 assigned to Hon. Gregory W. Pollack, Dept. C-71.

26 22. The lead case began with 4 plaintiffs. The plaintiffs
27 sued the defendants Michael Pratt, Matthew Wolfe, and Andre
28 Garcia and what are alleged to be numerous shell entities -

1 including off-shore on Vanuatu - for the **state law causes of**
2 **action:** fraud, misappropriation of likenesses, intentional
3 infliction of emotional distress, negligence, breach of contract,
4 unfair/fraudulent business practices, fraudulent transfer, and
5 declaratory relief.

6 23. Since initiation of the lead case, the state court has
7 permitted Plaintiffs to proceed anonymously as Jane Doe Nos.
8 1-22, pursuant to California Rule of Court, Rule 2.550(d), having
9 found, among other things: these are matters of a highly
10 sensitive and personal nature; a real danger of physical or
11 mental harm to plaintiff exists; and the injury sought to be
12 avoided by the complaint (e.g., invocation of Plaintiffs'
13 privacy) would be incurred by disclosure of their identity.

14 24. On December 14, 2016, as word spread that some women
15 had sued Mr. Pratt and the Defendants, ten (10) additional
16 victims joined the lead case as plaintiffs over Mr. Pratt's and
17 Defendants' objections.

18 25. On September 7, 2017, as more word spread, two (2)
19 additional plaintiffs initiated the second case, No.
20 37-2017-00033321-CU-FR-CTL, after Mr. Pratt and Defendants would
21 not stipulate to joining them in the lead case.

22 26. On October 26, 2017, over a year after the case was
23 assigned to Judge Pollack, then-defendant Douglas Weiderhold
24 filed a peremptory challenge of Judge Pollack. Mr. Weiderhold
25 was partners with Mr. Pratt in Defendant Domi Publications, LLC,
26 which owns and operates a sister pornography website. This was
27 the first attempt to change venue in this case. This peremptory
28 challenge was withdrawn.

1 27. On November 8, 2017, as news continued to spread, six
2 (6) additional plaintiffs initiated the third case, No.:
3 37-2017-00043712-CU-FR-CTL, after Mr. Pratt and Defendants again
4 would not stipulate to joining them in the lead case.

5 28. On January 16, 2018, Hon. Gregory W. Pollack
6 characterized *just the lead case* as "unmanageable because it's
7 not a class action" and began drafting a consolidation and
8 complex order on the bench. On the bench, Judge Pollack stated:
9 "All right.· So what -- I will do that.· I'll consolidate all
10 three cases in this department -- [defense counsel interruption]
11 -- and deem it complex." Judge Pollack then continued the
12 hearing.

13 29. On January 17, 2018, the day after Judge Pollack's
14 comments, another defendant filed another peremptory challenge in
15 order to stop Judge Pollack from deeming the case complex and
16 issuing a case management order. This challenge transferred the
17 lead case to the Hon. Joel R. Wohlfeil, Dept. C-73. This was the
18 second attempt to change the judge in this case.

19 30. On February 28, 2018, after arrival in his department,
20 Judge Wohlfeil consolidated the three cases.

21 **The State Case Motions**

22 31. To date in the state case, there have been
23 **approximately 132 noticed motions and/or ex parte applications.**
24 The majority of these motions have a consistent theme -
25 Defendants attempting to shield information, cause delay, and/or
26 disrupt the litigation. **Of the 132 motions, 101 were Defendants'**
27 **motions** and, among them, were five motions for stays of discovery
28 and/or stays of the entire action, two motions to disqualify

1 plaintiffs' counsel, two anti-slap motions [which Defendants
2 lost and appealed], two motions to revoke the plaintiffs' Jane
3 Doe statuses [which Defendants lost and also appealed³], two
4 motions for reconsideration; three motions for summary judgment;
5 and about 36 motions to quash Plaintiffs' subpoenas. Attached as
6 Exhibit I is a chart outlining the *inordinate* amount of motion
7 work in the case - defendants' motions are highlighted in orange.
8 When the number of entries on the Register of Actions reached
9 700, Judge Wohlfeil quipped that he believed 700 was the highest
10 number of entries any case had ever reached in his department.
11 The Register of Actions is currently at Entry No. 1984.

12 32. As set forth more fully below, the parties had ten
13 motions set to be heard by Judge Wohlfeil when Mr. Pratt filed
14 bankruptcy and Defendants removed the case to the United States
15 District Court.

16 **The State Case Discovery**

17 33. At the time of Mr. Pratt's and Defendants' removal on
18 January 24, 2019, the discovery/motion cut-off was February 6,
19 2019. As such, the parties were finalizing discovery:

20 (a) Defendants had propounded *on average* about 13 sets of
21 written discovery on each of the 22 Plaintiffs (totaling 286
22 sets).

23 (b) Each of the 22 Plaintiffs had also propounded written
24 discovery on almost all Defendants, including about four
25 sets from *each* Plaintiff on Mr. Pratt's central entity, BLL
26 Media, Inc. These sets contained approximately 65 document

27
28 ³The Defendants' various appeals are still pending in the California Court of Appeal, 4th District.

1 requests each, 95 requests for admission, and 89 special
2 interrogatories.

3 (c) Defendants had deposed all but 2 of 22 Plaintiffs.

4 (d) Plaintiffs had deposed Mr. Pratt, his business partner
5 defendant Matthew Wolfe, his business partner Douglas
6 Weiderhold, and several third parties, including defendants'
7 reference models and ex-employees. Plaintiffs also had on
8 calendar for deposition Defendant Andre Garcia [the actor
9 having sex with the women in Mr. Pratt's videos], two other
10 defendant reference models, Defendants' certified public
11 accountant, and two non-plaintiff former models.

12 (e) Plaintiffs had subpoenaed for documents Defendants'
13 credit card processors, Defendants' certified public
14 accountant, and several Internet companies that Defendants
15 use to operate their websites, including GoDaddy and
16 MindGeek.

17 (f) Defendants had subpoenaed medical records from several
18 of the plaintiffs and issued several other third party
19 document subpoenas.

20 **Mr. Pratt's Bankruptcy and Defendants'**
21 **Removal After Negative Rulings Just Prior to Trial**

22 34. On January 23, 2019, at about 11:15 a.m., Judge
23 Wohlfeil posted tentative rulings for the 10 motions on calendar
24 for January 24, 2019. These tentative ruling gave Mr. Pratt and
25 Defendants notice of what was to come. Judge Wohlfeil's
26 tentative rulings were to *deny* defendants' motion to continue
27 trial and *grant* plaintiffs' motion to conduct discovery of Mr.
28 Pratt's and Defendants' net worth under Cal. Civ. Code § 3295.

1 After reviewing the evidence, pursuant to Cal. Civ. Code § 3295,
2 Judge Wohlfeil determined there was a substantial likelihood that
3 a jury would determine that Defendants acted with malice, fraud,
4 and/or oppression. The ruling also granted many of Plaintiffs'
5 motions to compel, including for records of Defendants' profit,
6 revenue, and costs from videos, any communications with the shell
7 entities on Vanuatu, and even Defendant Garcia's sexually
8 transmitted disease test results (which Defendants promise in
9 writing that models can review, but never provide any Plaintiff).
10 Attached as Exhibit J is a true and correct copy of that
11 tentative ruling [see, in particular, Nos. 1, 5, and 7].

12 35. On January 23, 2019, at 12:41 p.m., shortly after the
13 state court published the tentative ruling, Mr. Pratt filed
14 bankruptcy. Mr. Pratt's attorney, Aaron Sadock, then sent an
15 email indicating that the filing stayed the entire case, as to
16 *all Defendants*. The next day, January 24, 2019 - the date of the
17 state court hearing, Plaintiffs' counsel informed Mr. Sadock he
18 was incorrect, and that one Defendant's bankruptcy does not stay
19 the case as to other Defendants. Attached as Exhibit K is a true
20 and correct copy of that email exchange.

21 36. On January 24, 2019, Judge Wohlfeil was set to hold
22 oral argument on the 10 motions at 1:30 p.m. Following the above
23 email exchange, 15 minutes prior to the hearing where Mr. Pratt
24 and Defendants were facing net worth / punitive damages discovery
25 and no trial continuance, Mr. Pratt - via his counsel Mr. Sadock
26 - removed the entire action as to all parties to federal district
27 court. The first time Judge Wohlfeil became aware of the removal
28 was when Defendants' counsel gave him a courtesy copy prior to

1 taking the bench. The bankruptcy and removal are the third and
2 most frivolous defense attempts to change venue and avoid
3 adjudication in this case.

4 I declare under penalty of perjury under the laws of the
5 State of California that the foregoing is true and correct.

6 Date: February 5, 2019

By: /s/ John J. O'Brien
John J. O'Brien

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Exhibit A

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By Richard Day, Deputy Clerk

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Attorneys for Plaintiffs

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

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

CASE NO.: 37-2016-00019027-CU-FR-CTL

Plaintiffs,

SECOND AMENDED COMPLAINT

v.

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; MIM MEDIA, LLC, a California
limited liability company; BUBBLEGUM

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

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.

- 10. Promissory Estoppel
- 11. Unlawful & Fraudulent Business Practices [Bus. & Prof. Code §17200]
- 12. Fraudulent Transfer

Plaintiffs JANE DOES NOS. 1 - 14, inclusive, individuals, (all plaintiffs collectively, “The Plaintiffs”) bring this second 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.

1 12. Plaintiff JANE DOE NO. 12 is an individual residing in Charlotte County, Florida.

2 13. Plaintiff JANE DOE NO. 13 is an individual residing in Miami-Dade County, Florida.

3 14. Plaintiff JANE DOE NO. 14 is an individual residing in Alberta, Canada.

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

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

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

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

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

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

16 21. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information
17 and belief, its “principal place of business” in Port Vila, Vanuatu.

18 22. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information
19 and belief, its “principal place of business” in Port Vila, Vanuatu.

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

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

24 25. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA
25 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC,
26 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO
27 MEDIA HOLDINGS, LLC; and ROES 1 - 250 (“THE ENTITY DEFENDANTS”) are entities in the
28 business of online pornography production, distribution, and sales. On information and belief, THE

1 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,
2 without limitation, www.girlsdoporn.com.

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

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

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

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

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

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

25 32. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and
26 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and
27 ROES 251 – 550 acted as alter egos of each other. In particular, they: (a) commingled their funds and
28 other assets, failed to segregate funds between them, and have without authorization diverted corporate

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

11 **JURISDICTION AND VENUE**

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

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

17 **FACTUAL ALLEGATIONS**

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

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

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

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

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 is 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.”

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

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

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

12 **JANE DOE NO. 3**

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

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

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

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

28 ///

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

4 70. Also around July 4, 2014, The Defendants, their subscribers, and/or third parties leaked JANE
5 DOE NO. 3's real name and her contact information (social media, phone, email, etc.) on other
6 websites, including, at least, the blog www.pornwikileaks.com. People then harassed JANE DOE NO.
7 3 through social media, text message, and phone. She has been shunned and blackmailed by friends
8 and coworkers.

9 **JANE DOE NO. 4**

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

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

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

26 74. They continued to make these representations when providing her with documents, which
27 GARCIA and WOLFE did not let JANE DOE NO. 4 thoroughly read; they also gave JANE DOE NO.
28 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.

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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.

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CAUSES OF ACTION

FIRST CAUSE OF ACTION

INTENTIONAL MISREPRESENTATION

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

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

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

144. Those representations were false.

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

146. The Plaintiffs reasonably relied on the representations.

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

148. 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

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

1 promises by making the adult videos.

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

4 170. The Defendants did not perform the promises.

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

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

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

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

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

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FOURTH CAUSE OF ACTION

NEGLIGENT MISREPRESENTATION

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

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

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

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

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

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

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

182. 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, 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

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

25 187. 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: (a) serious emotional distress, including, but not limited to,
28 bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,

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

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

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

13 **SIXTH CAUSE OF ACTION**

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

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

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

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

21 192. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast
22 or account, or with a political campaign.

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

27 194. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was
28 directly connected to The Defendants' commercial purpose.

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

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

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

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

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SEVENTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

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

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

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

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

203. The Defendants also acted in a conspiracy when they committed this tort 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, with their outrageous conduct, The Defendants intentionally inflicted severe emotional distress upon 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.

204. 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.

EIGHTH CAUSE OF ACTION

NEGLIGENCE

(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)

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

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

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

208. The Defendants’ breach of the duty of care actually and proximately caused The Plaintiffs harm 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.

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1 **NINTH CAUSE OF ACTION**

2 **BREACH OF CONTRACT**

3 **(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)**

4 209. 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.

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

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

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

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

18 **TENTH CAUSE OF ACTION**

19 **PROMISSORY ESTOPPEL**

20 **(Jane Doe Nos. 1-3, 5-8, and 10-14 against All Named Defendants and ROES 1 - 500)**

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

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

26 216. The Plaintiffs relied on these promises in that they made the videos.

27 217. The Plaintiffs' reliance was both reasonable and foreseeable.

28 218. The Plaintiffs were injured as a result in that The Defendants distributed or cause the

1 distribution of the videos online and in the United States, and failed to ensure The Plaintiffs’ privacy
2 and anonymity.

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

5 **ELEVENTH CAUSE OF ACTION**

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

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

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

10 221. The Defendants’ conduct constitutes a “business practice” under Business & Professions Code,
11 Section 17200, et seq. (“Section 17200”).

12 222. The Defendants’ “business practice” constitutes “unlawful” conduct under Section 17200, as it
13 violates common and California statutory law. The Defendants’ “business practice” constitutes
14 “fraudulent” conduct under Section 17200, as it deceives – and is likely to deceive – members of the
15 public.

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

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

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TWELFTH CAUSE OF ACTION

FRAUDULENT TRANSFER

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

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

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

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

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

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

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

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PRAYER FOR RELIEF

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

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

Date: March 13, 2017

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

PROOF OF SERVICE
(Section 1013a, 2015.5 Code of Civ. Proc.)
State of California, County of

I am employed in the County of San Diego, State of California. I am over 18 years of age and not a party to the within action; my business address is 275 West Market Street, San Diego, California 92101.

Case Name: Jane DOES v. GirlsDoporn.com, et. al
Case Number: 37-2016-00019027-CU-FR-CTL

On March 13, 2017, I served the following documents described as:

PLAINTIFFS' SECOND AMENDED COMPLAINT (REDACTED)

On the interested parties in this action, addressed as follows:

George D. Rikos
Law Office of George Rikos
225 Broadway, Suite 2100, San Diego, CA 92101
Tel: (858) 342-9161
Fax: (866) 365-4856
Counsel for Defendant DOMI Publications, LLC.
george@georgerikoslaw.com

Aaron Sadock, Esq.
Panakos Law APC
555 West Beech Street, Suite 500
San Diego, CA 92101
Fax: (866) 365-4856
asadock@panakoslaw.com
Co-Counsel for Remaining Defendants

John J. O'Brien
THE O'BRIEN LAW FIRM, APLC
750 B Street, Suite 3300
San Diego, CA 92101
Tel: 619.535.5151
Fax: (888) 805-6785
john@theobrienlawfirm.com
Co-Counsel for Plaintiffs

Daniel Kaplan
Law Offices of Daniel A. Kaplan
555 West Beech Street, Suite 230
San Diego, CA 92101
Tel: (619) 685-3988
Fax: (619) 684-3239
dkaplan@danielkaplanlaw.com
Co-Counsel for Remaining Defendants

Brian M. Holm
HOLM LAW GROUP, PC
12636 High Bluff Drive, Suite 400
San Diego, CA 92130
Tel: 858.707.5858
brian@holmlawgroup.com
Co-Counsel for Plaintiffs

Carrie Goldberg
C.A. GOLDBERG, PLLC
16 Court Street, Suite 2500
Brooklyn, NY 11241
Tel: 646.666.8908
carrie@cagoldberglaw.com
Co-Counsel for Plaintiffs

1 BY MAIL: I am readily familiar with the office practice for collection and processing of
2 correspondence for mailing with the United States Postal Service (USPS). The correspondence
3 indicated above would be deposited with the USPS the same date as this declaration in the ordinary
4 course of business. The correspondence was placed for deposit with the USPS at the offices of the
5 Law Offices of Robert Hamparyan, 275 West Market Street, San Diego, California. The
6 envelope(s) was/were sealed with postage fully prepaid on this date and placed for collection and
7 mailing following ordinary business practices and addressed as shown above.

8 BY PERSONAL SERVICE: By personally delivering the above-captioned document(s) to the
9 parties within.

10 BY FACSIMILE TRANSMISSION: I caused the above-referenced document to be faxed to the
11 fax number(s) indicated above. The facsimile machine I used complied with rule 2.301 and no error
12 was reported by the machine. Pursuant to rule 2.306(g), I caused the machine to print a record of
13 the transmission.

14 BY OVERNIGHT MAIL: I caused to be served by leaving for delivery by USPS a copy of the
15 aforementioned document, in sealed envelopes addressed as shown above.

16 X BY ELECTRONIC SERVICE: By sending the above-captioned document(s) to the parties via
17 electronic transmission through One Legal as stipulated between parties.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
19 and correct, and that this declaration was executed on March 13, 2017, at San Diego, California.

20 *Alicia Aquino*

21 **Alicia Aquino**

Exhibit B

PANAKOS LAW, APC
Aaron D. Sadock (SBN 282131)
555 West Beech Street, Ste. 500
San Diego, California 92101
Telephone: (619) 800-0529
Facsimile: (866) 365-4856

LAW OFFICES OF DANIEL A. KAPLAN
Daniel A. Kaplan (SBN 179517)
Alexandra R. Byler (SBN 294307)
555 West Beech Street, Suite 230
San Diego, California 92101
Telephone: (619) 685-3988
Facsimile: (619) 684-3239

Attorneys for Defendants

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO – CENTRAL DIVISION

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

Plaintiffs,

v.

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; 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 - 500, inclusive,

Defendants.

LEAD CASE:
Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:
Case No. 37-2017-00043712-CU-FR-CTL
Case No. 37-2017-00033321-CU-FR-CTL

**DECLARATION OF MICHAEL PRATT
IN SUPPORT OF DEFENDANTS’
MOTION FOR SUMMARY
ADJUDICATION**

Date: February 1, 2019
Time: 9:00 a.m.
Judge: Hon. Joel R. Wohlfeil
Dept.: C-73

Complaint Filed: June 2, 2016
Trial Date: March 8, 2019

[IMAGED FILE]

///

1 I, Michael Pratt, declare:

2 1. I am over eighteen years of age. I am a defendant in this case. I have personal knowledge
3 of the facts stated in this declaration and, if called as a witness, could testify competently about
4 them.

5 2. I have ownership interest in BLL Media, Inc., which owns, operates, and controls
6 www.girlsdoporn.com, a website on which Plaintiffs allege their videos were published.

7 3. I have ownership interest in M1M Media, Inc., which owns, operates, and controls
8 www.girlsdotoys.com, a website on which certain Plaintiffs allege their videos were published.

9 4. BLL Media, Inc. posted videos featuring the following Plaintiffs on the following
10 approximate dates on www.girlsdoporn.com:

- 11 • Jane Doe No. 4 – October 26, 2013
- 12 • Jane Doe No. 9 – June 8, 2014
- 13 • Jane Doe No. 16 – February 20, 2015
- 14 • Jane Doe No. 17 – October 2, 2015
- 15 • Jane Doe No. 21 – June 19, 2015

16 5. I have never personally distributed the videos referenced in Plaintiffs’ operative
17 complaints.

18 6. I have never used any of the videos referenced in Plaintiffs’ operative complaints for my
19 personal commercial benefit.

20 7. I have never personally received any monies or commercial benefit from any of the
21 videos referenced in Plaintiffs’ operative complaints.

22 8. I have never personally entered into a contract with any of the Plaintiffs.

23 9. I maintain my own separate bank account. I do not share bank accounts with any of the
24 named defendants. My personal income is deposited into my bank account. No other defendant
25 deposits monies into my bank account to shield its income. Each entity defendant in which I
26 have ownership interest has its own separate bank account.

27 10. I have never held myself out as being liable for the debts of any of the other defendants.
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10. I have never held myself out as being liable for the debts of any of the other defendants.

I declare under penalty of perjury under the laws of the State of California that the information contained in this declaration is true and correct to the best of my knowledge.

Executed this 16th day of November, 2018 at San Diego, California.



Michael Pratt

Exhibit C

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JANE DOE NOS. 1 - 22, : LEAD CASE:
inclusive, individuals, : Case No.: 37-2016-
Plaintiffs, : 00019027-CU-FR-CTL
v. :
GIRLSDOPORN.COM, a business : CONSOLIDATED WITH:
organization, form unknown; : Case No.: 37-2017-
MICHAEL J. PRATT, an : 00033321-CU-FR-CTL
individual; ANDRE GARCIA, :
an individual; MATTHEW WOLFE, : Case No.: 37-2017-
an individual; BLL MEDIA, : 00043712-CU-FR-CTL
INC., a California corporation; :
BLL MEDIA HOLDINGS, LLC, a : Honorable Joel R.
Nevada limited liability : Wohlfeil
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, :
Defendants. :

VIDEOTAPED DEPOSITION OF ALICIA MCKAY

Markham, Ontario, Canada
Tuesday, November 13, 2018
10:00 a.m. - 3:29 p.m.

Reported by:
Olivia Arnaud, CSR, B.A.
Job No.: 3122095
Pages: 1 - 253

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Deposition of ALICIA MCKAY held at:
Trillium Executive Centre
675 Cochrane Drive, East Tower, 6th Floor
Markham, Ontario, Canada
905.530.2000

Pursuant to Notice, before Olivia
Arnaud, Commissioner for taking oaths in the
Province of Ontario.

A P P E A R A N C E S

ON BEHALF OF THE PLAINTIFFS:

BRIAN M. HOLM, ESQUIRE
Holm Law Group, PC
12636 High Bluff Drive, Suite 400
San Diego, CA 92130
Telephone: 858.707.5858
E-mail: brian@holmlawgroup.com

ON BEHALF OF THE DEFENDANTS, MICHAEL J. PRATT,
ANDRE GARCIA, MATTHEW WOLFE, BLL MEDIA, INC.,
BLL MEDIA HOLDINGS, LLC, EG PUBLICATIONS, INC.,
M1M MEDIA, LLC, BUBBLEGUM FILMS, INC., MERRO MEDIA,
INC., MERRO MEDIA HOLDINGS, LLC, and ROES 1 - 550:

AARON SADOCK, ESQUIRE
Panakos Law, APC
555 West Beech Street, Suite 500
San Diego, CA 92101
Telephone: 619.312.4125
E-mail: aaron@panakoslaw.com

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A P P E A R A N C E S

(Continued)

ON BEHALF OF THE DEFENDANT, DOMI PUBLICATIONS, LLC:

(Appearing Telephonically)

GEORGE RIKOS, ESQUIRE

George Rikos Law

225 Broadway, Suite 2100

San Diego, CA 92101

Telephone: 858.342.9161

E-mail: george@georgerikoslaw.com

ALSO PRESENT:

James Neeson, Videographer

1 MR. HOLM: Brian Holm on behalf of
2 plaintiffs.

3 MR. SADOCK: Aaron Sadock on behalf of
4 some of the defendants.

5 MR. RIKOS: And George Rikos,
6 R-I-K-O-S, on behalf of defendant DOMI, D-O-M-I,
7 Publications.

8 THE VIDEOGRAPHER: Would the reporter
9 please swear or affirm the witness?

10 ALICIA MCKAY: AFFIRMED.

11 EXAMINATION BY MR. HOLM:

12 Q. Good morning. My name's
13 Brian Holm. I represent the plaintiffs. Have you
14 ever had a deposition taken before?

15 A. No.

16 Q. I'm going to go over some of the
17 ground rules, kind of how it goes down.

18 You obviously see the camera, the court
19 reporter. They're taking down everything that we
20 say. At the end, they'll prepare a little
21 transcript, a booklet of everything. You'll have
22 the opportunity to read that, go through, make any
23 corrections. If a "yes" should have been a "no,"
24 anything like that, you'll have the opportunity to
25 review it and kind of give it a final once-over and

1 A. Yes.

2 Q. During those conversations with
3 Andre Garcia, did you talk to him about the
4 distribution of the video?

5 MR. SADOCK: Objection. Vague as to
6 time, lacks foundation.

7 THE WITNESS: No, I did not.

8 BY MR. HOLM:

9 Q. Did you express any concerns about
10 the video being published online to Andre Garcia
11 prior to flying to California?

12 A. I believe so, yeah. I know the
13 person on the phone who I initially spoke to, I
14 pressed that, but --

15 Q. What do you mean by "pressed
16 that"?

17 A. Like, asked several times where
18 the video would be available.

19 Q. And what were you told?

20 A. I was told that the video would be
21 sold at private, like, sex shops or through private
22 video. So it was not going to be public; it wasn't
23 going to be on, you know, any website or easily
24 accessible.

25 Q. Was that one of your primary

1 concerns prior to agreeing to be in the video?

2 A. Yes.

3 Q. How many times do you believe you

4 spoke to the person on the phone who identified

5 himself as Jonathan before flying to California?

6 MR. SADOCK: Objection. Misstates

7 testimony. Lacks foundation. Vague.

8 THE WITNESS: Probably about four

9 times.

10 BY MR. HOLM:

11 Q. In those conversations, do you

12 believe you brought up the issue of distribution

13 about it going online in --

14 A. Yes.

15 Q. -- each of those calls?

16 A. Yes. That was significant.

17 Q. Approximately when did you film
18 the video?

19 A. It would have been April of two
20 years ago, over two years ago, almost three years
21 ago in April.

22 Q. Is that 2016 --

23 A. Correct.

24 Q. -- you believe?

25 A. '15 or '16, I don't quite recall.

1 afternoon.

2 Q. Okay. Approximately what time, if
3 you recall, was your flight?

4 A. It was still light out, so it
5 probably would have been around maybe 3. 2, 3.
6 Maybe it was later. Maybe it was 4. I don't know.
7 It was before -- before dusk, I guess, so.

8 Q. Did you raise any issues that you
9 had with Andre to anyone else affiliated with
10 GirlsDoPorn?

11 A. No.

12 MR. RIKOS: Calls for speculation.

13 BY MR. HOLM:

14 Q. Do you fly out that next day after
15 the night at the clubs with Andre?

16 A. Yes.

17 Q. Did they ask you to be a reference
18 for other women after that time?

19 A. Yes.

20 Q. Did you act as a reference for
21 other women?

22 A. Yes, because they had told me
23 that, you know, they just -- they needed a
24 reference to make sure that the shooting was going
25 to take place because some girls were sceptical

1 that, you know, it was some sketchy thing and they
2 were going to get abducted or whatever, and they
3 said that they were going to pay me.

4 Q. Okay. And did --

5 MR. RIKOS: Move to strike everything
6 after "yes."

7 BY MR. HOLM:

8 Q. At the time you were asked to act
9 as a reference, where did you believe the videos
10 were being distributed?

11 A. DVDs or through private sale.

12 Q. Did you speak with any prospective
13 women and act as a reference?

14 A. Yes.

15 Q. Did any of them ask about the
16 distribution of the videos?

17 A. Yes.

18 Q. And what did you tell them?

19 A. Exactly what they told me.

20 MR. RIKOS: Vague and ambiguous,
21 compound.

22 THE WITNESS: DVD or through private
23 sale.

24 BY MR. HOLM:

25 Q. Did any of the women that you

1 acted as a reference for ask whether or not the
2 videos would be on the Internet?

3 A. Yes.

4 Q. And what did you tell them?

5 A. I told them, from my --

6 MR. RIKOS: Vague and ambiguous,
7 compound, overbroad.

8 THE WITNESS: I told them, from my
9 understanding, that they would not be on the
10 Internet because it had been a significant amount
11 of time since I had returned home that I, you know,
12 haven't heard anything or seen anything or
13 whatever, and so I assumed what they had said about
14 the videos being on DVD or private sale to be true.

15 BY MR. HOLM:

16 Q. I'm going to show you what has
17 been marked as Exhibit 2.

18 A. Okay.

19 Q. It's kind of a poor quality print,
20 but just for the record, it is Bates Nos. D-1415
21 through 1417, I believe. I'm going to actually
22 show it to you on my computer here on a clean,
23 color copy.

24 And I'm going to show counsel just to
25 make sure we're clear that these are -- what I show

Exhibit D

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL DIVISION

JANE DOES NOS. 1-22, inclusive,) Lead Case No.:
individuals;) 37-2016-00019027-
) CU-FR-CTL
Plaintiffs,)
) Consolidated with:
v.) Case No.:
) 37-2017-00033321-
GIRLSDOPORN.COM, a business) CU-FR-CTL
organization, form unknown;) Case No.:
MICHAEL J. PRATT, an individual;) 37-2017-00043712-
ANDRE GARCIA, an individual;) CU-FR-CTL
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, 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,)
))
Defendants.)
))

VIDEOTAPED DEPOSITION OF THEODORE GYI
San Diego, California
Tuesday, January 22, 2019

Reported by:
ANELA SHERADIN, CSR NO. 9128
JOB NO. 3203326B
PAGES 69-89 ARE CONFIDENTIAL AND ARE BOUND SEPARATELY
PAGES 1 - 142

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL DIVISION

JANE DOES NOS. 1-22, inclusive,) Lead Case No.:
individuals;) 37-2016-00019027-
) CU-FR-CTL
Plaintiffs,)
) Consolidated with:
v.) Case No.:
) 37-2017-00033321-
GIRLSDOPORN.COM, a business) CU-FR-CTL
organization, form unknown;) Case No.:
MICHAEL J. PRATT, an individual;) 37-2017-00043712-
ANDRE GARCIA, an individual;) CU-FR-CTL
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, 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,)
)
Defendants.)
_____)

Videotaped deposition of THEODORE GYI,
taken on behalf of Plaintiffs, at 550 West C Street,
Suite 800, San Diego, California, beginning at 1:25 p.m.
and ending at 4:47 p.m. on Tuesday, January 22, 2019,
before ANELA SHERADIN, Certified Shorthand Reporter No.
9128.

1 MR. CHAPIN: Yes. I am Edward D. Chapin. I
2 represent the plaintiffs in this case.

3 MR. RIKOS: George Rikos. I represent one
4 defendant DOMI Publications.

5 MS. BYLER: Alexandra Byler. I represent some
6 of the defendants in this case which I can list them if
7 Mr. Chapin would like me to.

8 MR. CHAPIN: Please.

9 MS. BYLER: Sure. Girlsdoporn.com, Michael
10 Pratt, Andre Garcia, Matthew Wolfe; BLL Media, Inc.; BLL
11 Media Holdings, LLC; EG Publications, Inc; M1M Media,
12 LLC; Merro Media, Inc.; and Merro Media Holdings, LLC.

13 MR. ROWLETT: My name is Christopher Rowlett
14 and I am counsel for the plaintiff. I am sorry, I lied.
15 I am counsel for the witness. I am sorry. Let me start
16 that over. My name is Christopher Rowlett and I am
17 counsel for the witness.

18 THE WITNESS: Don't leave me hanging here.

19 MR. ROWLETT: I know. I know.

20 THE VIDEOGRAPHER: Thank you, Counsel.

21 MR. ROWLETT: Classic bait and switch.

22 THE VIDEOGRAPHER: Would the court reporter
23 please swear in the witness.

24 (Witness sworn.)

25 THEODORE GYI,

1 having been first administered an oath, was examined and
2 testified as follows:

3 EXAMINATION

4

5 BY MR. CHAPIN:

6 Q Good afternoon, sir.

7 A Hello, Ed.

8 Q We have been introduced earlier. Let me start
9 out by asking you have you ever had your deposition
10 taken before?

11 A No.

12 Q Mr. Rowlett may have told you some things that
13 I am going to tell you. I am not entitled to know what
14 he has told you, so I have got to make sure you and I
15 have a clear understanding of what this proceeding is
16 about. You understand that?

17 A Yes.

18 Q Okay. I am going to start out by telling you
19 that you have been placed under oath, and you have an
20 obligation to tell the truth just as you would have if
21 you go down to the courthouse before a judge and a jury.
22 You understand that?

23 A Crystal clear.

24 Q What I say, my questions and your answers are
25 going to be typed up into a booklet by the court

1 sent to Australia?

2 A Yes.

3 MR. RIKOS: Vague and ambiguous as to time,
4 overbroad, compound.

5 BY MR. CHAPIN:

6 Q Did you ever --

7 MS. BYLER: Join.

8 BY MR. CHAPIN:

9 Q -- hear Mr. Garcia tell a woman that the DVDs
10 in Australia would be sold out of a bin?

11 A No.

12 MR. RIKOS: Same objections.

13 MS. BYLER: Join.

14 BY MR. CHAPIN:

15 Q Did you ever hear Mr. Garcia tell a woman that
16 the videos that they shot for BLL Media would not be
17 posted on the Internet?

18 MS. BYLER: Asked and answered.

19 MR. CHAPIN: That's a different question.

20 MR. ROWLETT: Can I get that question back?

21 (Record read.)

22 MR. ROWLETT: Go ahead. Thanks.

23 THE WITNESS: Yes, I have heard that.

24 BY MR. CHAPIN:

25 Q Okay. On how many occasions have you heard him

1 say that to women who were doing a video shoot?

2 MR. RIKOS: Vague and ambiguous as to time,
3 overbroad.

4 THE WITNESS: It's hard for me to recall.

5 MR. RIKOS: Compound.

6 BY MR. CHAPIN:

7 Q At any time while you were employed, working
8 with Mr. Garcia is what I am referring to.

9 A Maybe five or ten times. It was a handful of
10 times.

11 Q Okay. At the time you heard Mr. Garcia say
12 that the videos would not be posted online, did you know
13 that that was not correct?

14 A It would have been --

15 MR. RIKOS: Well, it assumes facts, it lacks
16 foundation, it's argumentative.

17 THE WITNESS: I would have been --

18 MR. RIKOS: Excuse me. It's argumentative and
19 that's an incomplete hypothetical.

20 MS. BYLER: Join.

21 THE WITNESS: I was unaware of whether or not
22 Mr. Garcia was telling them the truth or not, because as
23 I stated before, we were shooting content for several
24 different entities some of which had no online presence
25 and I had no idea where the ultimate -- where the video

Exhibit E

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California corporation; MERRO)
MEDIA HOLDINGS, LLC, a Nevada)
limited liability company;)
and ROES 1-550, inclusive,)
)
) Defendants.)
_____)

VIDEOTAPED DEPOSITION OF VALORIE MOSER - VOLUME I
San Diego, California
Saturday, December 15, 2018

Reported by: ANELA SHERADIN, CSR NO. 9128

JOB NO. 3151511
PAGES 1 - 189

1 San Diego, California, Saturday, December 15, 2018

2 1:05 p.m.

3 ooOooo

4 THE VIDEOGRAPHER: Good afternoon. We are on
5 the record to begin the deposition of Valorie Moser in
6 the matter of Jane Doe Nos., et al. v. GirlsDoporn.com,
7 et al.

8 This case is venued in the Superior Court of
9 the State of California, County of San Diego, Central
10 Division. The case number is 37-2016-00019027-
11 CU-FR-CTL.

12 Today's date is Saturday, December 15th, 2018,
13 and the time is 1:05 p.m. The deposition is taking
14 place at Sanford Heisler Sharp LLP, 655 West Broadway,
15 Suite 1700, San Diego, California 92101.

16 The legal videographer is Andrew Mensing, here
17 on behalf of StoryCloud and the court reporter is Anela
18 Sheradin here on behalf of Veritext.

19 Counsel, be aware your microphones are
20 sensitive and may pick up whispers, private
21 conversations, and cellular interference which may be
22 captured on the video, as well as taken down by the
23 court reporter as a part of the record of these
24 proceedings.

25 Would counsel please identify yourselves and

1 whom you represent.

2 MR. HOLM: You can go first.

3 MR. ROWLETT: My name is Christopher Rowlett
4 from Perez Vaughn & Feasby, and I am here representing
5 Valorie Moser, the witness.

6 MR. HOLM: Brian Holm on behalf of plaintiffs.

7 MR. KAPLAN: Dan Kaplan on behalf of some of
8 the defendants.

9 MR. RIKOS: And George Rikos on behalf of
10 defendant DOMI Publications.

11 MR. SADOCK: Aaron Sadock on behalf of some of
12 the defendants.

13 MR. HOLM: Is anybody present with you,
14 Mr. Sadock?

15 MR. SADOCK: No.

16 THE VIDEOGRAPHER: Thank you, Counsel.

17 Would the reporter please swear in the witness.

18 (Witness sworn.)

19 VALORIE MOSER,
20 having been first administered an oath, was examined and
21 testified as follows:

22 EXAMINATION

23

24 BY MR. HOLM:

25 Q Good afternoon. I am Brian Holm and I

1 BY MR. HOLM:

2 Q Of course.

3 MR. HOLM: And for the record, Jane Doe 15 is
4 now present.

5 Q Am I right in saying -- tell me if I've
6 misstated this, but what you have said is that when --
7 starting in August of 2016, if a model were to ask you a
8 question about distribution, you were instructed to
9 respond with a certain answer; correct?

10 MR. KAPLAN: Objection; leading, misstates the
11 witness' testimony, lack of foundation. Counsel, again
12 you are leading the witness.

13 MR. RIKOS: Mr. Holm, you have to stop coaching
14 the witness.

15 MR. KAPLAN: You are trying to put words in
16 his -- in her mouth that she is not saying.

17 BY MR. HOLM:

18 Q You can answer.

19 A Can you reask the question?

20 MR. HOLM: Can I have it read back, please?

21 THE REPORTER: "Question: Am I right in
22 saying -- tell me if I've misstated this, but what
23 you have said is that when -- starting in August of
24 2016, if a model were to ask you a question about
25 distribution, you were instructed to respond with a

1 certain answer; correct?"

2 THE WITNESS: Yes, that's correct.

3 BY MR. HOLM:

4 Q And what was that answer?

5 A I was asked to state that there was an NDA in
6 place and none of us could talk about those details for
7 their protection.

8 Q At the time you were instructed to respond that
9 way, where did you believe the videos were being
10 distributed?

11 MR. KAPLAN: Objection; lack of foundation, it
12 calls for speculation.

13 MR. RIKOS: Also vague and ambiguous.

14 MR. ROWLETT: Go ahead. You can answer.

15 THE WITNESS: The Internet.

16 BY MR. HOLM:

17 Q And what sites specifically?

18 A It was different for each model.

19 Q What sites do you know of?

20 A Girlsdoporn.com.

21 Q Any others?

22 A No.

23 Q In your entire time at working at BLL Media,
24 Inc., is there anywhere that they have distributed a
25 video that they have produced that did not end up on the

1 that instruction took place. Why don't you lay a little
2 foundation for when these dozen or so women asked the
3 question and let's go about it that way, if that's all
4 right.

5 BY MR. HOLM:

6 Q What time frame was it that these women were
7 asking about the distribution?

8 MR. RIKOS: Compound.

9 THE WITNESS: I would -- the -- a guesstimate,
10 a dozen, 12, is the duration of the three and a half
11 years that I worked there.

12 BY MR. HOLM:

13 Q Okay.

14 A After August 2016, the time when I was made
15 aware of the lawsuit, yes, I was -- I was asked,
16 rehearsed to respond with a very specific answer.

17 Q And who rehearsed that with you?

18 A Attorney-client privilege.

19 Q Okay.

20 A Mr. Sadock.

21 Q Okay.

22 MR. ROWLETT: Nicely done.

23 MR. KAPLAN: So I will move to strike that as a
24 violation of the attorney-client privilege on behalf of
25 the company.

1 a motion to compel from plaintiffs' counsel.

2 BY MR. HOLM:

3 Q I want to be clear about a question I asked
4 earlier in referring to the dozen models. I think I
5 asked if any of the women had -- I think I used the
6 words asked you about distribution. I am going to ask
7 you a different question.

8 Of the 100 or so models that you had picked up,
9 did any of them specifically ask about the Internet?

10 A Yes.

11 Q Approximately how many?

12 MR. KAPLAN: Asked and answered.

13 MR. ROWLETT: Go ahead.

14 Yeah, I -- it's a little vague and ambiguous
15 asked about the Internet. I assume you mean distributed
16 on the Internet?

17 MR. HOLM: I will say asked about the Internet
18 and take it from there and hone it down.

19 MR. KAPLAN: Objection; overbroad.

20 MR. ROWLETT: Did any of the women ask about
21 the Internet?

22 THE WITNESS: Yes.

23 BY MR. HOLM:

24 Q Approximately how many?

25 A About a dozen.

1 Q Did you have any directives from your employer
2 prior to the August 2016 directive that we have been
3 discussing when it came to how to respond to any models
4 that you transported?

5 MR. RIKOS: Same -- asked and answered. It's
6 vague and ambiguous, it's compound, it lacks foundation.

7 MR. KAPLAN: May violate the confidentiality
8 agreement.

9 MR. ROWLETT: Read that question back, please.

10 THE REPORTER: "Question: Did you have any
11 directives from your employer prior to the August
12 2016 directive that we have been discussing when it
13 came to how to respond to any models that you
14 transported?"

15 MR. RIKOS: It also misstates the witness'
16 testimony.

17 THE WITNESS: Yes. I was instructed to state
18 that I don't work for the company. I provide some
19 Uber-type services occasionally and that I don't know.

20 BY MR. HOLM:

21 Q At the time that you were instructed to say
22 that, did you know that videos being produced by BLL
23 Media were being published on the Internet?

24 A Not --

25 MR. RIKOS: Asked and answered, vague and

1 ambiguous, compound, it calls for speculation, it lacks
2 foundation.

3 THE WITNESS: Can you ask the question again?

4 BY MR. HOLM:

5 Q Of course. At the time you were instructed to
6 tell any of the models that you were -- I think your
7 phrase was just an Uber driver type --

8 A Type.

9 Q -- were you aware of girlsdoporn.com at that
10 time?

11 A Yes.

12 Q Did you have any specific directives at any
13 time during your employment at BLL Media to never
14 mention to a model girlsdoporn.com?

15 MR. KAPLAN: Objection; overbroad.

16 MR. RIKOS: It's also leading, argumentative.

17 MR. ROWLETT: You can answer.

18 THE WITNESS: I was told specifically not to
19 answer where the footage would end up.

20 MR. KAPLAN: Move to strike as nonresponsive.

21 BY MR. HOLM:

22 Q You started, I believe, in March of 2015;
23 correct?

24 A Yes.

25 Q Approximately what time did you learn that BLL

1 could and could not say to the prospective models that
2 they were trying to recruit?

3 MR. KAPLAN: Objection. It lacks foundation,
4 overbroad, vague as to time.

5 MR. RIKOS: Leading and it also lacks
6 foundation.

7 MR. ROWLETT: If you know, go ahead.

8 THE WITNESS: None that I am aware.

9 BY MR. HOLM:

10 Q Did you ever act as a recruiter?

11 A I tried.

12 Q Were you successful?

13 A No.

14 Q During the time that you acted as a recruiter,
15 were you given any directives about what you could and
16 could not say to a prospective model?

17 A Yes.

18 Q What were those directives?

19 A To quote a high amount of money, to make it
20 happen soon before they could change their mind, and to
21 explain that their footage would only be released to DVD
22 and to be sold in Australia in a private adult store bin
23 to protect their privacy.

24 The women I was asked to call had shown some
25 interest in the ads and were highly attractive, and

1 Michael wanted to book them. So he gave me a cold call
2 sheet and with specific names to attempt because I
3 communicate well.

4 Q Okay. So just for my understanding is, is
5 these are women that had already spoken to some other
6 recruiter?

7 A Yes.

8 Q And then they were then handed over to you by
9 Mr. Pratt with those directives to call them?

10 A No, they were --

11 MR. RIKOS: Well, let me interject an
12 objection. It misstates testimony, it lacks foundation,
13 it's argumentative, it calls for speculation.

14 THE WITNESS: No. They were sent to a back
15 website of one of the ones that we owned and stored in a
16 cold call list for some time. I don't think when they
17 were put there, there was a -- an intention of how to
18 follow up.

19 BY MR. HOLM:

20 Q Okay. And is beginmodeling.com one of the
21 websites that you are talking about?

22 A No.

23 Q What are -- let me then ask. What are the
24 websites that you are talking about that you guys own
25 that there was this -- I think you called it -- is it a

1 unprofessional. Is your head a bobble head? Because
2 if not, you should stop --

3 MR. HOLM: Yup.

4 MR. KAPLAN: -- you should stop, because
5 actually, what you are doing, Counsel -- now I am going
6 to keep talking -- is you are trying to coach the
7 witness to disregard the objection, you are trying to
8 coach opposing counsel that you don't see any value in
9 my objection.

10 Try not to make gestures while you are asking
11 questions. You won't be allowed to do it in court.

12 MR. HOLM: Okay.

13 MR. KAPLAN: If you have been in one for trial,
14 you know that the judge won't allow you to shake your
15 head and wave your hand like you are doing.

16 MR. HOLM: I don't think you'll talk for two
17 minutes either.

18 MR. KAPLAN: So until you stop, I am just going
19 to keep reminding you to act professionally in this
20 deposition.

21 Unfortunately, the judge isn't here to see your
22 conduct, but would you like me to videotape you the way
23 you threatened to videotape me?

24 MR. HOLM: If you want to sit over there and do
25 it, by all means.

1 MR. KAPLAN: Okay. I will choose at my time
2 when I wish to do that. Thank you for allowing me to do
3 that.

4 BY MR. HOLM:

5 Q Do you understand --

6 MR. ROWLETT: We are definitely going to need
7 that question back.

8 BY MR. HOLM:

9 Q Okay. So during your time, at any time that
10 you worked at BLL Media, were you aware of any model
11 whose ultimate price that she was paid to film a video,
12 where the amount was not decided after she had arrived
13 in San Diego and had the pictures of her here taken?

14 MR. KAPLAN: Objection. It's overbroad, it's
15 vague as to time, it lacks foundation, it's an
16 incomplete hypothetical, it may call for expert opinion.

17 Go ahead.

18 MR. ROWLETT: I don't understand the question.

19 Is the question --

20 BY MR. HOLM:

21 Q Do you understand it?

22 A Yes.

23 MR. HOLM: Okay. I think she understands it.

24 MR. ROWLETT: Let me make sure I understand it.

25 Is the question whether or not the price was set before

1 the model arrived? Is that the -- is that --

2 MR. HOLM: Correct, the ultimate price.

3 MR. ROWLETT: Okay. You can answer that
4 question.

5 MR. KAPLAN: I'd also like to make a further
6 objection that this is not a PMK deposition, and on
7 behalf of the company, I am going to make a statement
8 for the record that nothing that this witness says is
9 binding upon BLL Media, Inc.

10 MR. HOLM: Okay.

11 Q Do you understand the question? I know it's
12 been five minutes since I first asked it.

13 A I don't understand what he just said.

14 Q All right. You don't have to understand his
15 objections and the legal stuff. That's for the record.
16 I want to know if you understand my question; and if you
17 do, could you answer it?

18 A Models were booked to fly to San Diego with a
19 certain quote or figure in mind. It was highballed.
20 They were promised funds for multiple shoots. When they
21 arrived, their body blemishes would reduce that amount
22 and it was explained to them.

23 Q In San Diego?

24 A In San Diego, that they would be paid less to
25 perform the same shoot because of a birthmark or

1 cellulite or --

2 Q What about tattoos? Is that another one that
3 goes into the grading process?

4 MR. KAPLAN: Objection. It lacks foundation,
5 overbroad as to time and vague as to time.

6 MR. ROWLETT: If you know.

7 THE WITNESS: Tattoos were not part of the
8 reduction in pay. We have had -- we -- they -- BLL
9 Media had a makeup artist and one of her skills was to
10 provide tattoo cover up.

11 BY MR. HOLM:

12 Q Who was the makeup artist that you are
13 referring to?

14 MR. KAPLAN: Objection. It lacks foundation.

15 THE WITNESS: Riva Yousif.

16 BY MR. HOLM:

17 Q When was the last time you spoke with Riva
18 Yousif?

19 A I am not certain. That's a great question.

20 Q Was it --

21 A In 2018.

22 MR. ROWLETT: She does not --

23 BY MR. HOLM:

24 Q In sometime --

25 A In 2018.

1 Q Okay, perfect.

2 A Okay.

3 Q What do you mean when you said that the offers
4 were, quote, highballed?

5 A A larger figure was quoted to get them on the
6 plane.

7 Q Approximately how often that you are aware of
8 were prices -- or I should strike that.

9 And all of my questions are what you are aware
10 of. I don't want you to guess. So how many times are
11 you aware of that a woman has flown out here and had
12 been quoted or ultimately paid a lower price than she
13 was quoted prior to flying to San Diego?

14 MR. KAPLAN: It lacks foundation, it's
15 overbroad, vague.

16 MR. RIKOS: Compound.

17 MR. ROWLETT: And I am going to join in that it
18 lacks foundation. I don't know that you have
19 established she knew any -- you know, the number of
20 models for which she knew and things --

21 MR. HOLM: That's why I am asking. I said how
22 many.

23 MR. KAPLAN: Well, that's why I objected. It
24 lacks foundation.

25 MR. ROWLETT: If you understand the question,

1 go ahead.

2 THE WITNESS: I would ballpark that at least
3 half the models I interacted with were paid less than
4 they were quoted.

5 MR. KAPLAN: Objection; move to strike as
6 speculation.

7 BY MR. HOLM:

8 Q Did you have discussions with those models
9 after they filmed?

10 A Yes.

11 Q Is that on transporting them to and from the
12 airport after filming?

13 A Yes.

14 Q And did they complain to you that they were not
15 paid the amount that they were promised prior to flying
16 to San Diego?

17 MR. KAPLAN: Objection; leading.

18 MR. RIKOS: It's compound.

19 MR. ROWLETT: Go ahead.

20 THE WITNESS: I was made aware of many unhappy
21 models returning with less money than they were
22 promised.

23 MR. RIKOS: Move to strike as nonresponsive.

24 BY MR. HOLM:

25 Q Previously I believe you testified that you

1 transported around 100 models.

2 A Yes.

3 Q Is it fair to say about 50 of them complained
4 to you about not being paid the amount that they were
5 promised prior to flying to San Diego?

6 MR. KAPLAN: Objection; vague.

7 MR. RIKOS: It also lacks foundation, it's
8 argumentative.

9 MR. ROWLETT: Go ahead.

10 THE WITNESS: It felt like every other model
11 was complaining about their pay.

12 MR. KAPLAN: Objection; move to strike as
13 nonresponsive.

14 BY MR. HOLM:

15 Q Aside from the women indicating that they
16 weren't paid what they were promised prior to flying to
17 San Diego, were there other complaints that you can
18 recall post shoot that the women told you when you
19 transported them?

20 MR. KAPLAN: Objection. It's argumentative and
21 misleading as to promised, it misstates the witness'
22 testimony, it's overbroad, it lacks foundation.

23 MR. RIKOS: It's also leading.

24 MR. KAPLAN: Join.

25 MR. ROWLETT: Go ahead.

1 Q Let me make just sure the record is clear. How
2 many women after leaving San Diego have sent you either
3 a text or a phone call complaining that they were lied
4 to about where the video would end up?

5 MR. KAPLAN: Objection; leading, it lacks
6 foundation, overbroad as to time.

7 MR. ROWLETT: You can answer.

8 MR. RIKOS: It calls for speculation.

9 MR. KAPLAN: It's also compound.

10 THE WITNESS: At least six.

11 BY MR. HOLM:

12 Q What time frame do you believe those six
13 complaints were provided to you?

14 A The correspondence I received after the filming
15 took place where models were unhappy with the end result
16 was usually within one month of filming.

17 MR. RIKOS: I move to strike as nonresponsive.

18 BY MR. HOLM:

19 Q Okay. What were some examples of what they
20 said in those text messages?

21 MR. KAPLAN: Objection. It lacks foundation.

22 MR. RIKOS: It's also argumentative and it's
23 leading.

24 THE WITNESS: Some responses that I received
25 from models was that their footage was leaked to

1 websites, their family became aware that the filming
2 even happened, and their privacy had been compromised.

3 BY MR. HOLM:

4 Q Did any of those complaints occur after August
5 16 -- August 2016?

6 A Yes.

7 Q When you recruited those six to eight
8 prospective models when you made those phone calls, was
9 that prior to August 2016 or after?

10 MR. RIKOS: Asked and answered, misstates
11 testimony.

12 THE WITNESS: My attempt at sales to recruit
13 models was done prior to August 2016.

14 BY MR. HOLM:

15 Q Did you ever forward the complaints about the
16 videos being leaked to the websites to Michael Pratt?

17 MR. RIKOS: It lacks foundation, misstates
18 testimony.

19 THE WITNESS: Every single time.

20 BY MR. HOLM:

21 Q Did you provide them to Matthew Wolfe?

22 MR. RIKOS: Same objections.

23 THE WITNESS: No.

24 BY MR. HOLM:

25 Q What about Andre Garcia?

Exhibit F

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12 e. brian@holmlawgroup.com

13 John J. O'Brien (SBN: 253392)
14 THE O'BRIEN LAW FIRM, APLC
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16 San Diego, CA 92101
17 t. 619.535.5151
18 e. john@theobrienlawfirm.com

19 Attorneys for Plaintiffs

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **COUNTY OF SAN DIEGO – CENTRAL DIVISION**

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

23 Plaintiffs,

24 v.

25 GIRLSDOPORN.COM, a business organization,
26 form unknown; MICHAEL J. PRATT, an individual;
27 ANDRE GARCIA, an individual; MATTHEW
28 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,

Defendants.

LEAD CASE NO.:

Case No. 37-2016-00019027-CU-FR-CTL

CONSOLIDATED WITH:

Case No.: 37-2017-00033321-CU-FR-CTL

Case No.: 37-2017-00043712-CU-FR-CTL

**DECLARATION OF JANE DOE NO. 6 IN
SUPPORT OF PLAINTIFFS' MOTION FOR
ORDER ALLOWING PRETRIAL
DISCOVERY OF DEFEDANTS' FINANCES
AND NET WORTH PURSUANT TO
CALIFORNIA CIVIL CODE SECTION 3295**

Date: January 18, 2019

Time: 9:00am

Dept.: C-73

Judge: Hon. Joel R. Wohlfeil

DECLARATION OF JANE DOE NO. 6

I, Jane Doe No. 6, declare as follows:

1. I am a plaintiff in the above-captioned action. I have personal knowledge of each fact stated in this declaration.
2. In May 2016, Defendants posted an advertisement on Craigslist.com in the gigs/modeling section for the Baton Rouge, Louisiana area, seeking young women for adult modeling. I responded to the advertisement and corresponded with defendant Andre Garcia (“GARCIA”) (then going by his alias “Jonathan”). Our initial conversions were via text and/or email -- the following representations regarding distribution were conveniently by phone or in-person.
3. GARCIA told me that Defendants would not post the subject video online and they would not distribute the video in the United States. GARCIA told me the video would go to Australia - and would only be in DVD format. GARCIA had me speak with another woman, who assured me the videos do not get leaked.
4. Before the shoot, GARCIA, another man (going by “Ted”), and a makeup artist (going by “Riva”) assured me they would not post the video online and they would not distribute the video in the United States. They assured her there was nothing to worry about, promised me privacy, and represented nobody I knew would see the videos. Moreover, GARCIA said Defendants had never had an issue with the videos getting release, going viral, or anyone seeing the videos in the United States.
5. Defendants continued to make the above representations before and simultaneous with providing me documents to sign. They rushed me and told me the documents merely reiterated what they already represented to me.
6. Before the video shoot, Defendants made me strip naked in front of everyone and take pictures with bright lights on me to get final approval for the video.
7. After the video shoot, Defendants did not pay me in full, as they represented.
8. Around August 2016, Defendants released my video on their website, www.girlsdoporn.com, and other websites, which were then discovered by my family, friends, and people in my hometown.

1 9. As a result of the release of the video, I have suffered emotional distress damages (including
2 loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment,
3 mortification, shame, and fear):

- 4 a. I have contemplated suicide.
- 5 b. I have cut myself.
- 6 c. I became depressed, could not leave the house, and considered dropping out of school.
- 7 d. People started to message me with video screenshots or they would send screenshots to
8 my friends making fun of me.
- 9 e. My mom knows of the video, which shames and humiliates me.
- 10 f. I had to drop out of college to avoid ongoing harassment from classmates.
- 11 g. I have been harassed at work about the video to the point that I had to quit. I am now
12 scared to apply for new jobs.
- 13 h. I get random requests on social media from strangers asking me to have sex with them.
- 14 i. I live in fear every single day that I will run across someone that knows about the video.
- 15 j. I am trying to move to another state soon.

16 10. I would never have agreed to the video, if Defendants had been truthful, told me their plan to
17 release my video on their website, or told me I was in danger. I would never have agreed to the video,
18 if Defendants had told me their website existed. I made a mistake trusting the Defendants – they are
19 not truthful people.

20 11. Before and during this lawsuit, I made changes to my life to minimize the harassment and other
21 damages the Defendants have caused me. In this lawsuit, I seek the Court’s help in remedying the
22 damages the Defendants have caused me. Unsealing the Court record will likely cause me even more
23 harm and the harassment may exacerbate and/or resurface. Unsealing the Court record will worsen the
24 very harm I have am seeking to now remedy.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing is
26 true and correct.

27 Date: March 7, 2017

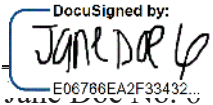
By:  DocuSigned by:
Jane Doe
E06786EA2F33432...

Exhibit A

Re: Beautiful Collegiate Females Make 5K

From craigslist [REDACTED]

Hello [REDACTED], thank you for expressing interest in our ad , we receive many applicants, but only a select few get this reply as we are very picky about who we work with.

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

This is a 30 minute adult video. Only the producer and talent are present during your shoot.

All shoots are held at a luxury upscale location with only 3 people, the male model, the director and yourself.

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

We have two male talent available that you can pick to work with, both are tested, in good shape, and under 25.

Pictures of them are available.

You will not be working with any "agents" or agencies who are just the "middle man". This is directly through the production company.

Re: Cute College Types Needed As Models

From [REDACTED]

Hide

To [REDACTED]

If you have questions/concerns or are reluctant to do this type of shoot it would be worth your while to hear the entire offer and get an understanding about what you would be doing and where the video or shoot content is distributed. We can talk on the phone/facetime etc.

We are willing to raise your offer if you decide to shoot, let me know.

Thank you,

Rob

beginmodeling.casting@gmail.com or

Rob@BeginModeling.com

On Tue, May 3, 2016 at 10:06 AM, begin casting <confm.5528213254@oig.craigslist.org> wrote:

Exhibit G

PANAKOS LAW, APC
Aaron D. Sadock (SBN 282131)
555 West Beech Street, Suite 500
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Telephone: (619) 800-0529
Facsimile: (866) 365-4856

LAW OFFICES OF DANIEL A. KAPLAN
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Facsimile: (619) 684-3239

Attorney for Defendants

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO – CENTRAL DIVISION

JANE DOE NOS. 1-4, inclusive, individuals;

Plaintiffs,

v.

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; 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 - 500, inclusive,

Defendants.

Case No. 37-2016-00019027-CU-FR-CTL

**DEFENDANT MICHAEL J. PRATT'S
RESPONSES TO PLAINTIFF JANE
DOE NO. 1'S SPECIAL
INTERROGATORIES [SET ONE]**

Judge: Hon. Gregory W. Pollack
Dept: C-71

[IMAGED FILE]

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1 **SPECIAL INTERROGATORY NO. 4**

2 Please state the address of the principal place of business for defendant Bubblegum Films,
3 Inc.

4 **RESPONSE TO SPECIAL INTERROGATORY NO. 4**

5 Objection, in that this special interrogatory is not relevant. The principal place of business
6 has no bearing upon the liability of a corporation to a plaintiff, nor is it likely to lead to
7 admissible evidence. Without waiving this objection or the general objections set forth above,
8 Responding Party answers: Bubblegum Films, Inc. is a dissolved entity and there is no principal
9 place of business.

10 **SPECIAL INTERROGATORY NO. 5**

11 Please state with specificity YOUR contractual/business relationship with defendant
12 Bubblegum Films, Inc.

13 **RESPONSE TO SPECIAL INTERROGATORY NO. 5**

14 Objection, as this special interrogatory is vague and overbroad as to “contractual/business
15 relationship”. Further, this interrogatory lacks relevance to the liability of the Responding Party
16 and is not likely to lead to admissible evidence. Without waiving this objection or the general
17 objections set forth above, Responding Party answers:

18 None.

19 **SPECIAL INTERROGATORY NO. 6**

20 Please identify (by name, address, telephone number, and equity percentage) all owners of
21 defendant Bubblegum Films, Inc.

22 **RESPONSE TO SPECIAL INTERROGATORY NO. 6**

23 Objection, in that this special interrogatory is not relevant. The identity of owners has no
24 bearing upon the liability of a corporation to a plaintiff, nor is it likely to lead to admissible
25 evidence. Without waiving this objection or the general objections set forth above, Responding
26 Party answers: Responding Party was the sole owner and may be contacted through counsel.

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VERIFICATION

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I have read the foregoing DEFENDANT MICHAEL J. PRATT'S RESPONSES TO PLAINTIFF JANE DOE NO. 1'S SPECIAL INTERROGATORIES [SET ONE] and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except those matters which are stated on information and belief, and as to those matters I believe them to be true.

Executed on September 12th 2016, at San Diego, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Michael Pratt
Print Name of Signatory



Signature

Exhibit H

ASSIGNMENT OF ASSETS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Bubblegum Films, Inc. (the "Assignor") hereby assigns, sets over, and transfers to Oh Well Media Ltd. (the "Assignee"), effective as of the date hereof, all of the Assignor's ownership interest in all assets (including intellectual property associated thereto) and agreements pertaining to the recordings listed on Exhibit A attached hereto (the "Assets").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and

Assignor does for itself, and its successors and assigns, covenant and agree with the Assignee to specifically warrant and defend title to the said Assets assigned hereby under the Assignee, its successors and assigns, against any and all claims thereto by whomever made by or through the Assignor; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good; its transfer is rightful; no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the Assets referenced herein; and that the Assets is, has been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions, or other writs of process issued against the Assets conveyed hereunder; that it has not filed any petition in bankruptcy, nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated bankrupt; and

Assignor does, for itself, and its successors and assigns, warrant and represent that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.



Charles Pane, Director
Bubblegum Films, Inc.

6 November 2015
Date

Kevin Holloway, as a Chief Operations Officer of Oh Well Media Ltd. does hereby accept the assignment hereunder.



Kevin Holloway, COO
Oh Well Media Ltd.

6 November 2015
Date

ASSIGNMENT OF ASSETS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Bubblegum Films, Inc. (the "Assignor") hereby assigns, sets over, and transfers to Sidle Media Ltd. (the "Assignee"), effective as of the date hereof, all of the Assignor's ownership interest in all assets (including intellectual property associated thereto) and agreements pertaining to the recordings listed on Exhibit A attached hereto (the "Assets").

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and

Assignor does for itself, and its successors and assigns, covenant and agree with the Assignee to specifically warrant and defend title to the said Assets assigned hereby under the Assignee, its successors and assigns, against any and all claims thereto by whomever made by or through the Assignor; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good; its transfer is rightful; no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the Assets referenced herein; and that the Assets is, has been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions, or other writs of process issued against the Assets conveyed hereunder; that it has not filed any petition in bankruptcy, nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated bankrupt; and

Assignor does, for itself, and its successors and assigns, warrant and represent that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.



Charles Pane, Director
Bubblegum Films, Inc.

6 November 2015
Date

Kevin Holloway, as Chief Operations Officer of Sidle Media Ltd. does hereby accept the assignment hereunder.



Kevin Holloway, COO
Sidle Media Ltd.

6 November 2015
Date

Exhibit I

<u>Event</u>	<u>Date</u>
Complaint JD 1-4	6/2/2016
Motion for Protective Order	8/5/2016
Demurrer (MtD)	9/8/2016
FAC JD 1-14	12/13/2016
Demurrer (MtD)	1/13/2017
Motion to Revoke Doe Designation	2/24/2017
SAC JD 1-14	3/13/2017
Motion to Quash Subpoena	5/11/2017
Ex Parte Application for Stay	5/17/2017
Motion to Quash Subpoena	8/23/2017
Ex Parte Application for Stay	8/28/2017
Complaint JD 15-16	9/7/2017
Motion to Quash Subpoena	10/4/2017
Motion to Quash Subpoena	10/4/2017
Motion to Quash Subpoena	10/4/2017
Motion to Quash Subpoena	10/4/2017
Motion to Quash Subpoena	10/4/2017
MSJ	10/6/2017
Motion to Quash Subpoena	10/6/2017
Motion to Quash Subpoena	10/6/2017
Ex Parte Application re 3rd Party Discovery	10/11/2017
Motion to Quash Subpoena	10/13/2017
Motion to Quash Subpoena	10/13/2017
Ex Parte Application to Continue MSJ	11/6/2017
Complaint JD 17-22	11/8/2017
Motion to Quash Subpoena	12/8/2017
Motion to Quash Subpoena	12/8/2017
Domi's Anti-SLAPP Motion	12/??/2017
Ex Parte Application to Continue Ps' Consoli	1/16/2018
Motion to Compel Discovery	1/22/2018
Motion for Sanctions	1/26/2018
Motion for Protective Order	2/13/2018
Ex Parte Application to Enforce Stipulated O	2/16/2018
Motion to DQ Attorney of Record	2/22/2018
Cases Consolidated	2/28/2018
Motion to Strike	3/1/2018
Ex Parte Application to Continue Anti-SLAPP	3/5/2018
Ex Parte Application for Informal Discovery	3/5/2018
Domi's Motion for Bond	??/??/201?
Ex Parte Application to Extend Discovery Sta	3/14/2018
Motion to Compel Discovery	3/19/2018
Demurrer (MtD)	3/16/2018
Ex Parte Application for Protective Order	3/27/2018
Motion to Set Aside Discovery Referee	3/28/2018
Motion to Deem Complex	3/28/2018
Ex Parte Application for Order Scheduling D	4/2/2018

Ex Parte Application to Enforce Stay	9/10/2018
Amended MSJ	9/21/2018
Motion to Strike	9/26/2018
Motion to Stay	9/26/2018
Ex Parte Application For CMC	10/24/2018
MSJ	11/19/2018
Motion to Compel Discovery	11/20/2018
Motion to Compel Discovery	11/20/2018
Motion to Compel Discoverey	11/20/2018
Motion to Compel Discovery	12/18/2018
Motion for Reconsideration	12/20/2018
Motion to Quash Subpoena	12/20/2018
Motion to Compel Discovery	12/26/2018
Motion to Compel Discovery	12/26/2018
Motion to Continue Trial	12/26/2018
Motion to Compel Discovery	12/26/2018
Motion for Order Allowing Pretrial Discover	12/26/2018
Ex Parte Application to Continue Ps' Discove	1/2/2019
Ex Parte Application For Order re Ds Threat	1/2/2019
Amended Motion to Quash Subpoena	1/3/2019
Motion to Compel Discovery	1/3/2019
Motion to DQ Attorney of Record	1/3/2019
Amended Motion to Compel Discovery	1/3/2019
Amended Motion to DQ Brian Holm	1/3/2019
Amended Motion to Compel Discovery	1/3/2019
Motion for Order re Ds Threatening to Sue D	1/4/2019
Amended Motion to Compel Doc Production	1/4/2019
Amended Motion to Compel Discovery	1/4/2019
Amended Motion to Compel Discovery	1/4/2019
Amended Motion to Quash Subpoena	1/4/2019
Amended Motion for Pretrial Order Allowing	1/4/2019
Motion to Quash Subpoena	1/7/2019
Motion to Compel Discovery, Panakos	1/9/2019
Motion to Compel Discovery, Glick	1/9/2019
Motion to Compel Mental Health Exams	1/16/2019
Motion for Sanctions for Violating Order	1/16/2019

Exhibit J

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN DIEGO
HALL OF JUSTICE
TENTATIVE RULINGS - January 23, 2019

EVENT DATE: 01/24/2019 EVENT TIME: 01:30:00 PM DEPT.: C-73

JUDICIAL OFFICER: Joel R. Wohlfeil

CASE NO.: 37-2016-00019027-CU-FR-CTL

CASE TITLE: DOE VS GIRLSDOPORNCOM [IMAGED]

CASE CATEGORY: Civil - Unlimited

CASE TYPE: Fraud

EVENT TYPE: Discovery Hearing

CAUSAL DOCUMENT/DATE FILED: Motion to Compel Discovery, 12/26/2018

1. The Motion (ROA # 1712, 1734, 1749, 1832, 1833) of Plaintiffs Does 1 - 22 ("Plaintiffs") for 1) A standing order authorizing all deponents to answer questions and produce documents without violating any non-disclosure / confidentiality agreement the deponent may have signed; 2) An order enjoining Defendants' counsel from making any threats (implicit or explicit) to sue a deponent for answering questions during deposition or producing documents in response to Plaintiffs' subpoenas; and 3) An order compelling Michael Shapiro CPA, Inc. to produce documents responsive to Plaintiffs' subpoena, is DENIED IN PART and GRANTED IN PART.

The request for a "standing order" is DENIED. The request is overly broad and, if granted, could result in consequences not reasonably contemplated by the Court. The parties and non-parties are directed to interpose objections, if any, at the time the deposition questions is asked, and seek judicial relief as appropriate.

The request to enjoin Defendants' counsel from making any threats (implicit or explicit) to sue a deponent for answering questions during deposition or producing documents in response to Plaintiffs' subpoenas, is DENIED. The statements of counsel may as threatening as characterized by Plaintiffs, or merely a function of zealous advocacy as asserted by Defendants. The Court has given the parties wide latitude to litigate their respective claims and defenses and though, at times, the Court has questioned the reasonableness of the positions, the Court is not inclined to begin micro managing this lawsuit on the eve of trial. The parties should also understand that positions advocated prior to trial may, as appropriate, be presented to the jury at trial. The jury will determine how reasonable, if at all, the parties have conducted themselves in context of their respective claims and defenses.

The request to compel Michael Shapiro CPA, Inc. to produce documents responsive to Plaintiffs' subpoena, is GRANTED IN PART and DENIED IN PART.

The Motion is DENIED in its entirety, with the exception of category nos. 4 and 5, on the basis of untimeliness. Unzipped Apparel, LLC v. Bader (2007) 156 Cal. App. 4th 123, 133; CCP 2025.480(b); however, the Motion is GRANTED, except as noted below, in connection with the Motion (ROA # 1771, 1836) of Plaintiffs DOES 1 - 22 ("Plaintiffs") for an order allowing Plaintiffs to conduct financial / net worth discovery on Defendants Michael Pratt, Matthew Wolfe, Andre Garcia, BLL Media, Inc., BLL Media Holdings, LLC, Merro Media, Inc., Merro Media Holdings, LLC, UHD Productions, Inc., Clockwork Productions, Inc., EG Publications, Inc., Oh Well Media Limited, Sidle Media Limited, Torque Asset Management Limited and Bubblegum Films, Inc. ("Defendants").

CASE TITLE: DOE VS GIRLSDOPORNCOM CASE NUMBER: 37-2016-00019027-CU-FR-CTL
[IMAGED]

Shapiro's objection on the basis of the tax return privilege is SUSTAINED. Shapiro's objections, including the tax return privilege, to nos. 2 and 3 are SUSTAINED. Shapiro's objections to nos. 1 (narrowed to "profit and loss statements, balance sheets, income statements, revenue statements, account ledgers, general ledgers and expense reports"), 4 (narrowed to documents which identify "hiring your services for the ENTITIES" and "share certificates or stock ledgers for the ENTITIES"), 5 (narrowed to documents which identify the persons "who own THE ENTITIES"), 6 (narrowed to CCBill, LLC, Epoch.com, LLC, BitPay, Inc. and WGCZ Holdings documents which identify "revenues for THE ENTITIES since January 1, 2013"), are OVERRULED. Shapiro is directed to produce the documents within ten (10) days of the hearing of this Motion.

2. The Motion (ROA # 1735, 1834) of Plaintiffs Does 1 - 22 ("Plaintiffs") for an order compelling Defendant BLL Media, Inc. ("Defendant" or "BLL Media") to produce further responses to (1) Jane Doe No. 1's Requests For Production Of Documents [Set Three], Nos. 20 - 84; (2) Jane Does Nos. 2 - 14s' Requests For Production Of Documents [Set One], Nos. 1 - 65; and (3) Jane Does Nos. 15 - 22s' Requests For Production Of Documents [Set One], Nos. 1 - 65, and for monetary sanctions, is GRANTED IN PART and DENIED IN PART.

Defendant's objections to Request for Production nos. 2, 6, 10, 14, 21, 30, 33, 54, 63 and 64 are SUSTAINED. Defendant's objections to nos. 1, 3 - 5, 7 - 9, 11 - 13, 15 - 20, 22 - 29, 31, 32, 34 - 36, 38 - 40, 42 - 53, 55 - 62 and 65 are OVERRULED. Defendant is directed to service further responses, without objections, and produce the documents within ten (10) days of the hearing of this Motion.

Plaintiffs' request for sanctions is DENIED. Defendant has not acted without substantial justification.

Defendant's counter request for sanctions is DENIED. Plaintiffs have not acted without substantial justification.

3. The Motion (ROA # 1736, 1835) of Plaintiff Jane Doe Nos. 1 - 22 ("Plaintiffs") for an order compelling BLL Media, Inc. ("Defendant" or "BLL Media") to provide further responses to (1) Jane Doe No. 1's Special Interrogatories [Set Three] Nos. 27, 28, 46, 49, 58, 60, 62, 64, 73 - 79, 83, 84, 87, 176 - 184; (2) Jane Does Nos. 2 - 14s' Special Interrogatories [Set One] Nos. 1, 2, 20, 23, 32, 34, 36, 38, 47 - 53, 57, 58, 61, 111 - 119; (3) Jane Does Nos. 15 - 21s' Special Interrogatories [Set One] Nos. 1, 2, 13, 15, 20, 29, 31, 33, 35, 44 - 50, 54, 55, 58, 69 - 77; and (4) Jane Does Nos. 22's Special Interrogatories [Set One] Nos. 1, 2, 13, 15, 20, 21, 29, 31, 33, 35, 44 - 50, 54, 55, 58, 147 - 155, is GRANTED IN PART and DENIED IN PART.

Defendant's objections to Special Interrogatory nos. 114 - 119 are SUSTAINED. Defendant's objections to nos. 1, 2, 13, 15, 20, 23, 32, 34, 36, 38, 47 - 53, 57, 58, 61 and 111 - 113 are OVERRULED. Defendant is directed to serve further responses, without objections, within ten (10) days of the hearing of this Motion.

Plaintiffs' request for sanctions is DENIED. Defendant has not acted without substantial justification.

Defendant's counter request for sanctions is DENIED. Plaintiffs have not acted without substantial justification.

CASE TITLE: DOE VS GIRLSDOPORNCOM CASE NUMBER: 37-2016-00019027-CU-FR-CTL
[IMAGED]

4. The Motion (ROA # 1753, 1836) of Plaintiff Jane Doe Nos. 1 - 22 ("Plaintiffs") for an order compelling Defendant Michael Pratt ("Defendant" or "Pratt") to produce further responses to Plaintiff's Requests for Production of Documents [Set 2], compliance, and for monetary sanctions against Pratt and his counsel, is GRANTED IN PART and DENIED IN PART.

Defendant's objections to Request for Production of Documents nos. 20, 25 ("ACCOUNTING RECORDS" only), 32, 36, 41 and 42 are SUSTAINED. Defendant's objections to nos. 24 and 25 ("CORPORATE BOOKS" only) are OVERRULED. Defendant is directed to serve further responses, without objections, within ten (10) days of the hearing of this Motion.

Plaintiffs' request for sanctions is DENIED. Defendant has not acted without substantial justification.

Defendant's counter request for sanctions is DENIED. Plaintiffs have not acted without substantial justification.

5. The Motion (ROA # 1771, 1836) of Plaintiffs DOES 1 - 22 ("Plaintiffs") for an order allowing Plaintiffs to conduct financial / net worth discovery on Defendants Michael Pratt, Matthew Wolfe, Andre Garcia, BLL Media, Inc., BLL Media Holdings, LLC, Merro Media, Inc., Merro Media Holdings, LLC, UHD Productions, Inc., Clockwork Productions, Inc., EG Publications, Inc., Oh Well Media Limited, Sidle Media Limited, Torque Asset Management Limited and Bubblegum Films, Inc. ("Defendants"), pursuant to Civil Code sections 3295, on the grounds that Plaintiffs have a substantial likelihood of prevailing on their claims for punitive damages, is GRANTED IN PART, DENIED IN PART and will be HEARD IN PART.

Defendants' evidentiary objections (ROA # 1874) are OVERRULED.

Plaintiffs have made a sufficient showing that Defendants engaged in malice, fraud or oppression which may support a claim for punitive damages against Defendants at trial. In particular, the Court was impressed with the testimony of Valorie Moser. The Court is not clear on the nature and scope of the discovery Plaintiffs propose to obtain from Defendants which the Court will HEAR; however, see the Court's above ruling in the Motion (ROA # 1712, 1734, 1749, 1832, 1833) of Plaintiffs Does 1 - 22 ("Plaintiffs") for an order compelling Michael Shapiro CPA, Inc. to produce documents responsive to Plaintiffs' subpoena.

6. The Motion (ROA # 1807, 1827) of Defendants GIRLSDOPORN.COM, MICHAEL J. PRATT, ANDRE GARCIA, MATTHEW WOLFE, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC, MERRO MEDIA, INC., and MERRO MEDIA HOLDINGS, LLC ("Defendants") to compel the deposition of Jane Doe No. 3, Volume Two and for monetary sanctions jointly and severally against Plaintiff Jane Doe No. 3 and her attorneys of record, is DENIED IN PART and will be HEARD IN PART.

Preliminarily, the Court notes that Plaintiffs filed a late opposition to this Motion. ROA # 1904. The Court has re-reviewed its July 23, 2018 order - attached as Exh. "B" to the declaration of Aaron D. Sadock (ROA # 1809) - and notes that, with admonitions, the Court had previously directed Plaintiff to

CASE TITLE: DOE VS GIRLSDOPORNCOM CASE NUMBER: 37-2016-00019027-CU-FR-CTL
[IMAGED]

submit to another deposition session. The Court declines to re-issue a duplicative order. The Court will HEAR on the status of the completion of Plaintiff's deposition, and Defendant's remedy if Plaintiff's deposition has not yet been completed.

7. The Motion (ROA # 1742, 1830, 1840) of Defendants GIRLSDOPORN.COM, MICHAEL J. PRATT, ANDRE GARCIA, MATTHEW WOLFE, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC, MERRO MEDIA, INC., and MERRO MEDIA HOLDINGS, LLC ("Defendants") to continue the trial date and related dates, is DENIED.

Defendants have not shown good cause. Defendants cite multiple reasons, many of which revolve around outstanding discovery, as a basis to continue the trial and related dates. Since this litigation was assigned to D 73, the Court has observed Plaintiffs and Defendants take turns engaging in a scorched earth litigation strategy. Seemingly few, if any, issues - however significant or trivial - have been resolved through compromise. Neither Plaintiffs nor Defendants have conducted themselves any better or worse than the other. On multiple occasions, the Court, while giving the parties latitude to litigate this lawsuit, has commented on the disproportionate judicial resources which have been allocated to this lawsuit; and warned the parties that the March 8, 2019 trial date is real. Based on its observations throughout this extraordinary contentious litigation, the Court is not persuaded that, no matter how much more time they're provided, the parties will make reasonable efforts to finalize discovery rather than to continue to fell trees and scorch the earth. As the Court has pointed out more than once, at some point all lawsuits must come to an end. After nearly three years and relentless law and motion, that time has come in this lawsuit. The parties have assumed the risk that outstanding discovery will not be completed, and that unanswered questions, if any, will be resolved at trial.

8. The Motion (ROA # 1701) of Defendant DOMI PUBLICATIONS, LLC ("Defendant" or "DOMI") to clarify and, if modified, reconsideration of its ruling on DOMI's Motion for summary judgment, or in the alternative, summary adjudication, pursuant to California Code of Civil Procedure §1008, §128 and §437c(g), is GRANTED IN PART and DENIED IN PART.

The motion for reconsideration is DENIED. An application for reconsideration must be "based upon new or different facts, circumstances, or law." Code Civ. Proc. 1008. In addition, a party seeking reconsideration "must provide a satisfactory explanation for the failure to produce the evidence at an earlier time." New York Times Co. v. Superior Court (2005) 135 Cal. App. 4th 206, 212. The declaration of George Rikos accompanying this Motion fails to set forth any new or different facts, circumstances, or law.

On the other hand, Defendant is entitled to a clarification of this Court's previous ruling. This Court is required to "specify one or more material facts raised by the motion that the court has determined there exists a triable controversy," with specific reference to the evidence proffered in support of and in opposition to the motion. Code Civ. Proc. 437c(g); and Barton v. Elexsys Intern., Inc. (1998) 62 Cal. App. 4th 1182, 1194 (reference to specific separate statement of fact numbers is sufficient). Given this authority, the Court clarifies its previous order (ROA #s 1656 and 1666) as follows:

Regarding cause of action 1, the Court relied on separate statement of fact numbers 1 - 8, 10 - 13, 15 - 19 and 21 (and the admissible evidence cited by both parties within those material fact numbers). Regarding causes of action 2 - 4 and 6 - 9, the Court relied on the same disputed fact numbers as are discussed above. Defendant's Separate Statement merely restates the same fact statements via

CASE TITLE: DOE VS GIRLSDOPORNCOM CASE NUMBER: 37-2016-00019027-CU-FR-CTL
[IMAGED]

sequentially numbers fact statements for each of these causes of action.

9. The Motion (ROA # 1811, 1829) of Defendants GIRLSDOPORN.COM, MICHAEL J. PRATT, ANDRE GARCIA, MATTHEW WOLFE, BLL MEDIA, INC., BLL MEDIA HOLDINGS, LLC, EG PUBLICATIONS, INC., M1M MEDIA, LLC, MERRO MEDIA, INC., and MERRO MEDIA HOLDINGS, LLC ("Defendants") for an order disqualifying Brian Holm and the Holm Law Group, PC as counsel for Plaintiffs Jane Does Nos. 1 - 22 ("Plaintiffs"), is DENIED.

Defendants' evidentiary objections (ROA # 1893) are SUSTAINED.

The evidence of Alicia McKay's decision to record Andre Garcia, the recording's conveyance to Plaintiffs' counsel, and counsel's use of the recording in discovery does not constitute an improper communication in violation of California Rule of Professional Conduct 2-100(A).

Though Holm appears to have communicated with McKay and received McKay's recording of her conversation with Garcia, there is a dispute whether Holm represented McKay much less whether he is responsible for McKay's decision to record Garcia.

The Court is not persuaded that Defendants have carried their burden that this alleged violation is a sufficient basis to disqualify Holm from continuing to represent Plaintiffs in this case.

Defendants additional relief that Holm be gagged from discussing the recording, Garcia's statements, McKay's testimony or disclosing any of the information obtained from McKay to any of Plaintiffs' attorneys, and for monetary sanctions, is DENIED.

Defendants did not seek this relief in their notice. Defendants have not carried their burden to warrant the imposition of this additional relief against Plaintiffs.

10. The Motion (ROA # 1708, 1803, 1837) of Plaintiffs Does 1 - 22 ("Plaintiffs") for an order quashing Defendants' subpoenas served on Plaintiffs' medical providers (University Wellness Center, 1310 University Ave, Sewanee, TN 37383; Sharp Rees Steely, 5651 Copley Drive, Suite A, San Diego 92111; and Concern, EAP, c/o Cecile Currier, 1503 Grant Road, Suite 120, Mountain View, CA 94040), and for monetary sanctions against Defendants' attorney, Ali Byler, is GRANTED IN PART, DENIED IN PART and will be HEARD IN PART.

Plaintiffs seek recovery of non-economic damages, the nature and scope of which the Court is not clear. Merely because Plaintiffs assert that they're "seeking 'garden variety' emotional distress damages" does not necessarily prevent Defendants from serving subpoenas upon Plaintiffs' health care providers. Exh. "C" to Holm's declaration - ROA # 1709. This is not, from the Court's perspective, "gamesmanship," but rather reasonable advocacy.

Defendants seek the following categories of documents: Any and all reports, notes, tests, test results, diagnoses, prognoses, office records, clinic records, therapy records, medications administered and prescribed, correspondence, and billing records."

The scope of the subpoenas is overbroad (Exh. "B" to Holm's declaration) and unduly invade Plaintiffs' privacy; however, as narrowed, the subpoenas may seek records which are relevant and not privileged.

CASE TITLE:DOE VS GIRLSDOPORNCOM CASE NUMBER: 37-2016-00019027-CU-FR-CTL
[IMAGED]

Defendants' proposal to "limit the medical document request" is reasonable. Exh. "C" to Holm's declaration.

Counsel are directed to meet and confer, propose and, if possible, agree upon a narrowing of the scope of the subpoenas and be prepared to discuss same with the Court at the hearing.

Plaintiffs' request for sanctions is DENIED. Attorney Byler has not acted without substantial justification.

Exhibit K



John O'Brien <john@theobrienlawfirm.com>

Tentative Rulings

Aaron Sadock <asadock@panakoslaw.com>

Wed, Jan 23, 2019 at 4:21 PM

To: Ed Chapin <Echapin2@sanfordheisler.com>

Cc: "Daniel A. Kaplan" <dkaplan@danielkaplanlaw.com>, George Rikos <george@georgerikoslaw.com>, "Brian M. Holm" <brian@holmgroup.com>, "John J. O'Brien" <john@theobrienlawfirm.com>, Cara Van Dorn <cvandorn@sanfordheisler.com>, Christopher Yandel <cyandel@sanfordheisler.com>, Fernando Salazar <fsalazar@sanfordheisler.com>, Bonnie McKnight <bmcknight@panakoslaw.com>, Ali Byler <ali@danielkaplanlaw.com>, Anna King <aking@panakoslaw.com>, Julianne Roth <jr@danielkaplanlaw.com>

Ed,

As you now know this case is stayed and we do not intend to on violating the stay. Thus, all scheduled depositions our off calendar including but not limited the depositions noticed for this coming Friday.

Based on our reading of the tentative ruling the only issue order to meet and confer on was the scope of the subpoenas which we have already come to terms on. In fact, this motion was left on calendar because Mr. Holm forgot to remove it.

Please refer to the communications to confirm if needed. If you disagree, we our happy to meet with you or anyone else at our office so this issue could be resolved if/when the stay is removed. We will be at our office until 6:00pm today if you wanted to stop by.

Sincerely,

Aaron D. Sadock, Esq.
Managing Attorney



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555 West Beech Street
Suite 500
San Diego, CA 92101
O: (619) 800 - 0529
D: (619) 312 - 4125
[Confidentiality & Legal Notice](#)

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John O'Brien <john@theobrienlawfirm.com>

Tentative Rulings

Ed Chapin <Echapin2@sanfordheisler.com>

Wed, Jan 23, 2019 at 4:24 PM

To: Aaron Sadock <asadock@panakoslaw.com>

Cc: "Daniel A. Kaplan" <dkaplan@danielkaplanlaw.com>, George Rikos <george@georgerikoslaw.com>, Brian Holm <brian@holmlawgroup.com>, John O'Brien <john@theobrienlawfirm.com>, Cara Van Dorn <cvandorn@sanfordheisler.com>, Christopher Yandel <cyandel@sanfordheisler.com>, Fernando Salazar <fsalazar@sanfordheisler.com>, Bonnie McKnight <bmcknight@panakoslaw.com>, Ali Byler <ali@danielkaplanlaw.com>, Anna King <aking@panakoslaw.com>, Julianne Roth <jr@danielkaplanlaw.com>

Aaron, you read the stay more expensively than I do. I understand that the case is stayed only as to Pratt and that the rest of the matter will go forward. Accordingly, we intend to proceed with discovery, attend hearings as set by the court and of course we will be filing an emergency motion for relief from stay of the bankruptcy filing of Michael Pratt.

Ed Chapin

CA Managing Partner, [bio](#)

655 West Broadway, Suite 1700, San Diego, CA 92101

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From: Aaron Sadock <asadock@panakoslaw.com>

Sent: Wednesday, January 23, 2019 4:21 PM

To: Ed Chapin

Cc: Daniel A. Kaplan; George Rikos; Brian Holm; John O'Brien; Cara Van Dorn; Christopher Yandel; Fernando Salazar; Bonnie McKnight; Ali Byler; Anna King; Julianne Roth

Subject: Re: Tentative Rulings

[Quoted text hidden]



John O'Brien <john@theobrienlawfirm.com>

Tentative Rulings

Brian Holm <brian@holmlawgroup.com>

Wed, Jan 23, 2019 at 10:29 PM

To: Ed Chapin <Echapin2@sanfordheisler.com>

Cc: Aaron Sadock <asadock@panakoslaw.com>, "Daniel A. Kaplan" <dkaplan@danielkaplanlaw.com>, George Rikos <george@georgerikoslaw.com>, John O'Brien <john@theobrienlawfirm.com>, Cara Van Dorn <cvandorn@sanfordheisler.com>, Christopher Yandel <cyandel@sanfordheisler.com>, Fernando Salazar <fsalazar@sanfordheisler.com>, Bonnie McKnight <bmcknight@panakoslaw.com>, Ali Byler <ali@danielkaplanlaw.com>, Anna King <aking@panakoslaw.com>, Julianne Roth <jr@danielkaplanlaw.com>

Counsel,

Defendants fail to cite any authority for the proposition that Pratt's personal bankruptcy stays Plaintiffs' case against the other defendants. The failure to cite to authority is likely due to the fact that the law says the opposite. Bankruptcy of one defendant in a multidefendant case does not stay the case as to the remaining defendants. See, *In re Miller* (9th Cir. BAP 2001) 262 BR 499, 503-504 & fn. 6; *Fortier v. Dona Anna Plaza Partners* (10th Cir. 1984) 747 F2d 1324, 1329-1330; *Queenie, Ltd. v. Nygard Int'l* (2nd Cir. 2003) 321 F3d 282, 287. To obtain stay protection for a nondebtor, the debtor/trustee must file an adversary proceeding for a preliminary injunction (11 USC § 105) barring creditors from taking action against the nondebtor. See, *In re Excel Innovations, Inc.* (9th Cir. 2007) 502 F3d 1086, 1094-1095; *In re American Hardwoods, Inc.* (9th Cir. 1989) 885 F2d 621, 624-626; *In re Family Health Services, Inc.* (BC CD CA 1989) 105 BR 937.

"Section 362(a)(1) applies only to actions against a debtor. Here, in the action in which the subpoenas were issued, Appellants conceded that Groner's claims against Debtor were stayed. Nonetheless, Groner's claims against Henry were not stayed, and Groner was entitled to continue prosecution of those claims. See *Chugach Timber Corp. v. Northern Stevedoring & Handling Corp.* (*In re Chugach Forest Products, Inc.*), 23 F.3d 241, 246 (9th Cir.1994), quoting *Advanced Ribbons and Office Products, Inc. v. U.S. Interstate Distributing, Inc.* (*In re Advanced Ribbons and Office Products, Inc.*), 125 B.R. 259, 263 (9th Cir. BAP 1991) ("[The automatic stay] does not protect non-debtor parties or their property. [Citations omitted]. Thus, section 362(a) does not stay actions against guarantors, sureties, corporate affiliates, or other non-debtor parties liable on the debts of the debtor.")" *In re Miller*, supra at 503-504.

Pratt's bankruptcy filing has no bearing on Plaintiffs' claims against every other defendant to this action. Mr. Rikos' cancellation of the deposition today was clearly erroneous and a contrived attempt to delay trial. Indeed, under the holding *In re Miller*, supra, Plaintiffs could subpoena Pratt himself to appear for deposition since he is a witness for Plaintiffs' claims against Garcia, Wolfe and the entity defendants.

Based on the foregoing, we will be conducting discovery and proceeding to trial as scheduled against Wolfe, Garcia, BLL Media Inc., BLL Media Holdings, LLC, Domi Publications, LLC, EG Publicaitons, Inc., Bubblegum Films, Inc., Merro Media, Inc., Sidle Media Limited, Oh Well Media Limited and M1M Media, Inc. The stay does not affect them. Also, we are confident we will receive relief from stay as it relates to Pratt before the March 8th trial date. Our claims against him are non-dischargeable. See 11 USC 523(a)(2)(A). Even if they were dischargeable, the claims are currently unliquidated must be tried before the bankruptcy court could even approve of a Chapter 13 plan. A motion for relief from stay must be heard within 30 days of being filed. Obtaining relief from stay for Plaintiffs' claims against Pratt before the March 8th trial date is therefore all but assured.

Over two months ago, Defendants noticed Jane Doe No. 21's deposition to take place on January 25th. Jane Doe No. 21 has already made the cross-country flight from New York City based on this deposition notice and will be appearing at Veritext on Friday as noticed. (See attached.) Defendants noticed Jane Doe No. 21's deposition in Salt Lake City on January 25th. (See attached.) Plaintiffs have already made travel arrangements and will be making the trip to Salt Lake City for the deposition. She will be appearing as noticed. Jane Doe No. 3 and Jane Doe No. 20 will also be appearing as noticed by Defendants. (See attached.)

Plaintiffs will also be moving forward with all other depositions that they have properly noticed.

Defendants' failure to show up at any of these depositions based on their unmeritorious claim that Pratt's personal bankruptcy filing stays the entire case is done at Defendants' own peril. These plaintiffs will not be made available for deposition again, since discovery will be closed soon. If Defendants want to depose them, this is their chance.

Brian

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On Jan 23, 2019, at 10:14 AM, Ed Chapin <Echapin2@sanfordheisler.com> wrote:

Gentlemen and lady,

We are to meet and confer per the court's tentative rulings issued this morning. John O'Brien will return from the MN depo at 5:00 today. I suggest we meet at 5:30 at my office today in an effort to hammer out agreements on the issues as the court instructs.

Ed Chapin

CA Managing Partner, [bio](#)

655 West Broadway, Suite 1700, San Diego, CA 92101

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4 attachments



19-0117_2nd Amend Depo Notice & RFP - JD 21.pdf

102K



19-0109_2nd Amended Depo Notice & RFP - JD 18 & POS.pdf

184K

 **19-0108_Amended Notice of Depo & RFP JD3 Vol II & POS.pdf**
186K

 **19-0108_Amend Depo Notice & RFP JD20 & POS.pdf**
182K

Exhibit L

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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO - CENTRAL DIVISION

JANE DOE NOS. 1-4, inclusive,)
 individuals;)
)
 Plaintiffs,)
)
 vs.) 37-2016-
) 00019027-
 GIRLSDOPORN.COM, a business organization,) CU-FR-CTL
 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)
 partnership; 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 DOES 1 - 500, inclusive,)
)
 Defendants.)
)

VIDEO DEPOSITION OF MATTHEW WOLFE - VOLUME III
(Pages 371 - 546)
JANUARY 16, 2019

Reported by: Rosalie A. Kramm, CSR NO. 5496, CRR

1 Publications, D-O-M-I.

2 THE VIDEOTAPE OPERATOR: Thank you, Counsel.
3 Would the reporter please swear in the witness.

4 * * *

5 MATTHEW WOLFE,
6 having been first duly sworn, testified as follows:

7

8 EXAMINATION (continued)

9 BY MR. HOLM:

10 Q. Good morning.

11 A. Good morning.

12 Q. Are there any clarification points or
13 admonitions that we need to go over before we dive into
14 the deposition today about the procedure here?

15 A. I'm not sure. I don't --

16 Q. Let me just strike that. That was a bad
17 question.

18 You sat for a deposition on two separate
19 occasions in this case already, right?

20 A. Yes.

21 Q. You understand the oath that you just took?

22 A. Yes.

23 Q. What do you understand that to mean?

24 A. To tell the truth.

25 Q. And what happens if you do not?

1 mute yourself? You are making all sorts of ruckus. That
2 is a request by the videographer who is picking it up in
3 his ears.

4 MR. SADOCK: Not quite a ruckus, but --

5 MR. HOLM: I bet it is in that -- in his
6 headphones.

7 BY MR. HOLM:

8 Q. Anyway, let me go back.

9 Do you currently work at 1620 Fifth Avenue?

10 MR. SADOCK: Objection. Vague as to "you."
11 Maybe to make it easier, I'll have a standing objection.
12 This is a noticed deposition for the witness personally
13 as well as PMK for BLL Media, Inc. If counsel does not
14 clarify his questions on who he is asking, I'll have a
15 standing objection as vague as to "you" to be addressed
16 by the Court.

17 MR. HOLM: Okay. I think you misunderstand the
18 procedure. But you can go ahead.

19 THE WITNESS: No.

20 BY MR. HOLM:

21 Q. Where do you currently have an office, if
22 anywhere?

23 A. I don't personally.

24 Q. Where does -- does Michael Pratt have an office
25 currently?

1 A. Yes.

2 Q. Whereabouts?

3 A. On Broadway.

4 Q. Do you know the address?

5 A. I believe it's 121 Broadway.

6 Q. 121 Broadway? Do you know if that's Broadway
7 or West Broadway?

8 A. No, I do not. I think it's just Broadway.

9 Q. Do you know what building it is in?

10 A. The Spreckles building.

11 Q. Okay. The Spreckles building.

12 Who all works out of that office space
13 currently for BLL Media?

14 A. Just the employees for BLL Media.

15 Q. Which employees?

16 A. Which employees? Michael Pratt. Cameron
17 Brown. Alex Foster. Janet Tizapeneco. Freddy, I
18 believe it's Jimenez. Andre Garcia.

19 Q. Have you been to that office space?

20 A. Yes, I have.

21 Q. How often on a weekly basis do you believe you
22 go to that office space?

23 A. Most days.

24 Q. Do you have, like, a setup there with a
25 computer and everything that is assigned to you?