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SAN DIEGO COUNTY, CA

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

JANE DOE NO. 23, an individual,
Plaintiff,

v.

GIRLSDOPORN.COM, a business organization, form unknown; MICHAEL J. PRATT, an individual; RUBEN "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; CLOCKWORK PRODUCTIONS, INC., a business organization, form unknown; UHD PRODUCTIONS, LLC, a Wyoming limited liability company; BUBBLEGUM FILMS, LTD., a business organization, form unknown; GREENHILL SERVICES, LTD., a business organization, form unknown; SIDLE MEDIA LIMITED, a business organization, form unknown; and JOHN DOES 1-100, inclusive,

Defendants.

Case No. 37-2019-00070147-CU-NP-CTL

COMPLAINT

1. Misappropriation of Name & Likeness [Common Law]
2. Misappropriation of Name & Likeness [Civ. C. § 3344]
3. Intentional Infliction of Emotional Distress
4. Breach of Written Contract
5. Unlawful & Fraudulent Business Practices [Bus. & Prof. Code § 17200]
6. Fraudulent Transfer
7. Declaratory Relief
8. Intentional Misrepresentation
9. Fraudulent Concealment
10. Sexual Assault
11. Sexual Battery
12. Vicarious Liability for Sexual Assault
13. Vicarious Liability for Sexual Battery
14. Fraud

VIA FAX

1 This action is factually related to San Diego Superior Court Case Numbers 37-
2 2016019027-CUFR-CTL and 37-2017-00033321-CU-FR-CTL, wherein a total of 22
3 similarly situated women sued many of the same businesses for similar claims. The trial in
4 that case recently concluded and the verdict is anticipated any time.

5 * * *

6 Plaintiff Jane Doe No. 23 ("*Plaintiff*") brings this complaint against a group of
7 defendants operating collectively with the primary purpose of operating the website
8 <GIRLSDOPORN.COM> by illegal means. The defendants operating this website lied to
9 women to induce them to travel to San Diego, California, where they would then lock the
10 women in hotel rooms with two other men, have them undress, block the doorway,
11 intimidate them into signing contracts and releases, refuse to allow them to review the
12 terms of the contracts and releases in any meaningful way, and create an environment
13 which in appearance and reality did not allow for the women to leave the hotel room. The
14 defendants then, contrary to the promises and representations made to induce the women
15 to travel to San Diego and participate in filming exploitative videos, did not merely release
16 them on DVDs in foreign countries, but instead published and aggressively marketed their
17 business using the women's likenesses and often their names within the United States,
18 often directly marketing the videos to the very friends and family members that the
19 defendants told the women would never find out about the video. The defendants did so
20 with knowledge (because the defendants had substantial experience with prior victims) that
21 the women would suffer emotional distress from the publication of the videos on the
22 internet and the marketing of the videos within the United States.

23 Plaintiff is one such victim, among hundreds if not thousands, who was lied to
24 repeatedly before, during, and after her agreement to participate in the video. Further,
25 during the filming of the video, the actors forced her to participate in sex acts beyond her
26 consent and despite her express denial of consent, apparently because the sex act she
27 refused to perform was part of the typical trajectory of the exploitative videos they filmed.

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THE PARTIES

1. Plaintiff is an individual residing the state of Utah, who also resided in the state of Idaho during many of the communications at issue.

THE DEFENDANTS

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

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

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

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

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

7. MIM MEDIA, LLC, is a California limited liability company with its principal place of business in San Diego County, California.

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

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

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

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

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

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

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

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

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

9 17. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL
10 MEDIA HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, EG PUBLICATIONS, INC.,
11 M1M MEDIA, LLC, BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED,
12 MERRO MEDIA, INC., MERRO MEDIA HOLDINGS, LLC; CLOCKWORK
13 PRODUCTIONS, INC., UHD PRODUCTIONS, LLC, BUBBLEGUM FILMS, LTD.,
14 GREENHILL SERVICES, LTD, SIDLE MEDIA LIMITED, and JOHN DOES-100 (“*The*
15 *Entity Defendants*”) are entities in the business of online pornography production,
16 distribution, and sales. On information and belief, The Entity Defendants own and/or
17 operate numerous online pornography websites, including, without limitation,
18 <WWW.GIRLSDOPORN.COM>, <WWW.GIRLSDOTOYS.COM>, and
19 <WWW.MOMPOV.COM>.

20 18. MICHAEL J. PRATT (“*Pratt*”) is an individual who has resided in San Diego
21 County, California. On information and belief, he is a sales agent and representative, and
22 the majority or sole shareholder, managing member, and/or chief executive officer of each
23 of The Entity Defendants. On October 10, 2019, Defendant Pratt was indicted by a federal
24 grand jury on, among other charges, Sex Trafficking by Force, Fraud, or Coercion. An
25 arrest warrant was issued for Pratt and news reports suggest he has fled the United States.

26 19. ANDRE GARCIA (“*Garcia*”) is an individual residing in San Diego County,
27 California. On information and belief, he is a sales agent and representative for each of The
28 Entity Defendants—as well as a participant and “actor” in their pornography. On

1 information and belief, Defendant Garcia is currently in the custody of the United States
2 Marshals awaiting trial in United States District Court for the Southern District of
3 California on, among other charges, allegations that he participated in Sex Trafficking by
4 Force, Fraud, or Coercion.

5 20. MATTHEW WOLFE ("*Wolfe*") is an individual residing in San Diego
6 County, California. On information and belief, he is a sales agent and representative for
7 each of The Entity Defendants—as well as a videographer of their pornography. On
8 information and belief, Defendant Wolfe is currently in the custody of the United States
9 Marshals awaiting trial in United States District Court for the Southern District of
10 California on, among other charges, allegations that he participated in Sex Trafficking by
11 Force, Fraud, or Coercion.

12 21. On information and belief, DOES 1–100 are other shareholders, members,
13 officers, sales agents, representatives, videographers, and/or "actors" of The Entity
14 Defendants.

15 22. Plaintiffs are ignorant of the true names, capacities, and/or liabilities of
16 defendants sued herein as DOES 1–100, inclusive, and therefore sue these defendants by
17 such fictitious names and allege that DOES 1–100 are responsible in some manner for the
18 occurrences herein alleged. Plaintiffs will amend this complaint to allege their true names,
19 capacities, and/or liabilities when ascertained.

20 23. In doing all things alleged herein, including, without limitation,
21 corresponding, negotiating, and contracting with Plaintiff, the defendants (hereinafter
22 collectively referred to as "*Defendants*") were agents, servants, representatives, partners,
23 joint ventures, affiliates, parents, subsidiaries, and/or employees of each other in the acts
24 and/or omissions herein alleged. Defendants were and are acting within the course and
25 scope of their authority as such agents, servants, representatives, partners, joint ventures,
26 affiliates, parents, subsidiaries, and/or employees and with the permission, authorization,
27 consent, and ratification of each other.

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1 women to provide "content" for <WWW.GIRLSDOPORN.COM>. This collective
2 enterprise encompassing all of The Entity Defendants, as well as all individual Defendants,
3 is referred to herein as "*GDP*" or "*the GDP Enterprise*." The GDP Enterprise owned and
4 operated <WWW.GIRLSDOPORN.COM> and other related websites, including
5 <WWW.GIRLSDOTOYS.COM>, through a network of domestic and foreign business
6 entities, nominees, and others who helped Defendants create a convoluted ownership maze
7 that made it difficult, if not impossible, for the women featured on the website to seek
8 recourse for themselves. GDP's website sells subscriptions for approximately \$30 per
9 month, for which a member can access hundreds of videos from the GDP archive, including
10 the video of Plaintiff. The GDP website advertises that it provides three new updates (or
11 videos containing new models) for subscribers each week. The website also advertises that
12 it features, "Real amateur girls having sex on video for the very first time... You will not
13 find these girls on any other website - all girls are 100% exclusive - this is the one and only
14 time they do porn." In other words, to keep their promises to subscribers, Defendants had
15 to recruit three new women each week, who had never appeared in a pornographic video
16 before, to appear in their videos.

17 28. Defendants recruited new women to appear in their videos primarily through
18 fraud. They made initial advertisements on various websites seeking "models" without
19 explaining that their models would be having sex in exploitative videos that would be
20 posted online. When women responded, Defendants would induce them through false
21 promises made in emails, texts, and on phone calls about what the models would be
22 expected to do, the amount they would be paid, and how and where the videos would be
23 distributed in order to induce the women to travel to San Diego where the videos were
24 filmed. Crucially, they repeatedly and falsely claimed that the videos they would make
25 would not be distributed within the United States. Then, once the women were in San Diego
26 (where virtually all the videos were filmed), Defendants would repeat past promises of
27 what would be done with the videos once they were completed. They deliberately
28 misrepresented what they intended to do because they knew that if they accurately

1 represented that they intended to publish the videos online and target promotion of the
2 videos to individuals within the United States, the women would never have filmed the
3 videos and GDP would not have been able to keep up with the updates it promised its
4 subscribers. Specifically, Defendants and their agents who communicated with women,
5 including Plaintiff, deliberately did not mention any of the websites they controlled or that
6 they planned to post the videos on <WWW.GIRLSDOPORN.COM>.

7 *Plaintiff's Interactions with Defendants.*

8 29. In November 2014, Plaintiff Doe, who was 20 years old and was then living
9 in Salt Lake City, Utah, decided to attempt to become a model. In her attempt to find a
10 modeling job, Plaintiff searched on Craigslist—a website that operates a free online
11 classified service—for modeling job listings. In addition to wanting to break into modeling,
12 Plaintiff also was in difficult financial shape and needed money to be able to make
13 upcoming rent and utility payments, so being paid to be a model was of concern to her.

14 30. Plaintiff saw an advertisement on Craigslist from a company called
15 “Bubblegum Casting,” which claimed it would pay \$3,000 cash to models who were
16 attractive women between the ages of 18 and 23 years old. The advertisement explained
17 that in order to be considered for a modeling job, the would-be model would apply by
18 submitting photographs of themselves as well as biographical information and body
19 measurements (height, weight, etc.). At no point in the advertisement did it mention nudity
20 or that the modeling job would involve filming pornography. Nor did the advertisement
21 mention <WWW.GIRLSDOPORN.COM> or any other website on which the video would
22 eventually be posted. The Craigslist advertisement featured pictures of smiling young
23 women in shorts and tank tops with the words “Bubblegum Casting” written in pink
24 writing.

25 31. On November 11, 2014, Plaintiff decided to submit her information to
26 Bubblegum Casting by emailing the information they requested. Specifically, she
27 submitted (non-nude) photographs of herself along with her height, weight, birthdate, and
28 her phone number. Within only a few hours, Plaintiff received a phone call from telephone

1 number: 925-***-****. The caller identified himself as "Matt"¹ and said he worked for
2 Bubblegum Casting. "Matt" had an Australian accent. During the call "Matt" revealed that
3 the advertised job was for a video involving sex, but that the video would only be published
4 on a DVD and the DVD would only be sold in Australia. "Matt" further explained that
5 Plaintiff's identity would be kept confidential and that she would be paid \$3,000 in cash
6 before filming began.

7 32. Because Plaintiff had not previously considered performing nude in a video
8 recording, she followed up by asking additional questions. Plaintiff specifically told "Matt"
9 that she was not interested at all if there was any possibility that the video would end up
10 on the internet. "Matt" explained that he was from Australia and had started a modeling
11 agency in Australia but had recently moved to California where he started bringing girls
12 from across the United States to San Diego to film short videos which would then be put
13 on DVDs with clips of other women and sold only outside the United States. To address
14 Plaintiff's concern that someone she knew might see her in the video, "Matt" asked the
15 rhetorical question, "What were the chances that someone she knew would travel to
16 Australia, purchase the DVD that would only be available there, and happen to see the few
17 clips on the DVD that included her, among the many other women who would appear on
18 the DVD?"

19 33. To further induce Plaintiff to film the video, "Matt" sent her an email with a
20 photo of "Dre" who he described as the young and attractive guy she would be having sex
21 with during the video. He further promised that "Dre" would be free of any STDs. Having
22 now seen pictures of Defendant Ruben Andre Garcia, and having met and had sex on film
23 with "Dre," Plaintiff recognizes "Dre" as Defendant Garcia.

24 34. When Plaintiff told "Matt" that she wanted to do more research before
25 deciding, "Matt" warned her not to wait too long because the opportunity may no longer
26 be available if she waited too long.

27
28 ¹ Plaintiff never met anyone who admitted to being "Matt" face-to-face, but on information
and belief "Matt" was in fact Defendant Pratt.

1 35. During the phone call, "Matt" never mentioned
2 <WWW.GIRLSDOPORN.COM> or any other website that the video would be posted on.
3 Had Plaintiff known that the video she would film would be posted on a website, or
4 specifically on <WWW.GIRLSDOPORN.COM>, she would immediately have stopped
5 communicating with "Matt" and would not have agreed to film the video. GDP Enterprise
6 knew this, which is why they lied to Plaintiff about their intentions from their very first
7 interaction with her to their very last.

8 36. After the call, Plaintiff attempted to do due diligence on Bubblegum Casting.
9 Plaintiff was able to find a website for Bubblegum Casting that mentioned that it was a
10 modeling agency in Australia, but the website did not contain any other substantive
11 information about Bubblegum Casting. Plaintiff was undecided but was leaning against
12 pursuing the Bubblegum Casting video further.

13 37. On November 14, 2014, "Matt" called Plaintiff again from the same phone
14 number he had used during the November 11th phone call. During this second phone call
15 "Matt" pressured Plaintiff into coming to San Diego to film the video. Specifically, when
16 Plaintiff told "Matt" that it was not a good time and that perhaps she would call him back
17 in a few months (in fact she was not certain she would ever want to become involved but
18 felt that blaming timing would be easier than directly rejecting the opportunity), "Matt"
19 told her that the opportunity would expire before then and that if she was going to
20 participate in a video at all she would have to do it within a week or two. Plaintiff refused
21 to commit to coming or to pick a specific date to come to San Diego. "Matt" openly noted
22 her hesitance and reassured Plaintiff yet again that the video would never appear on the
23 internet and would only be published on a DVD that would be sold in Australia. Plaintiff
24 ended the call without committing one way or another.

25 38. On November 17, 2014, Plaintiff decided not to film the video and emailed
26 "Matt" telling him that she would not participate in the video and that her phone was
27 broken, so not to call her further.

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1 39. "Matt" would not be deterred and later that same day Plaintiff's phone rang,
2 this time with a phone number having a 323-area code—a different number from the one
3 "Matt" used when he called her the last time. When Plaintiff answered the call from the
4 unknown number, it was "Matt" on the other line. "Matt" told her that she could not
5 continue to sit on the fence and that if she ever wanted to film the video at any point in the
6 future she would need to send two nude photographs of herself holding a paper with the
7 date to verify that she was a real person.

8 40. On November 19, 2014, Plaintiff decided to keep her options open by sending
9 the two photographs that "Matt" had asked for. She took the photographs and emailed them
10 to the email address she had been using.

11 41. On November 21, 2014, Matt once again called Plaintiff and pressured her to
12 film the video. During this call, Matt offered to give Plaintiff the number of another woman
13 who had previously filmed a video with Defendants. Matt gave Plaintiff the number of a
14 woman he called "Taylor" and a phone number of 252-***-****. Plaintiff called and spoke
15 to "Taylor" who claimed that she was a student at the University of North Carolina, that
16 she had filmed three times with Bubblegum Casting and that she was treated well
17 throughout the filming experience in San Diego. When Plaintiff asked "Taylor" whether
18 the videos were really only sold on DVD in Australia, "Taylor" explained that she had first
19 filmed with Bubblegum Casting more than three years before and that she had filmed three
20 videos but that she had never heard anything about the videos from anyone she knew and
21 she did not believe the videos she filmed with Bubblegum Casting were posted on any
22 website.

23 42. Upon information and belief, "Taylor" was not actually a college student who
24 had filmed with Bubblegum Casting, but was instead an employee of GDP who was paid
25 to, among other things, lie to women to convince them to film videos that "Taylor" knew
26 would be posted on <WWW.GIRLSDOPORN.COM>. These lies were persuasive to
27 Plaintiff; had she not spoken to "Taylor" she likely would not have trusted that the video
28 would not be posted online and likely would not have agreed to film the video. Because

1 the actual identity of "Taylor" is not known, she is not included as a named defendant in
2 this suit but is intended to be one of the Doe Defendants and her name will be substituted
3 when it is discovered.

4 43. On November 25, 2014, Plaintiff called "Matt" and told him that she was not
5 comfortable going forward with the filming and that she would have to decline. "Matt"
6 immediately responded that it was too late to back out because they had already purchased
7 plane tickets for her for November 28, 2014, and that if she did not come to San Diego she
8 might have to pay them back for the airplane tickets. Plaintiff, who had only ever
9 considered participating in the video because she desperately needed money, was
10 distraught and worried that if she did not go to San Diego she would end up in even further
11 financial distress and ruin.

12 44. On November 28, 2014, at the direction of "Matt" and to avoid the financial
13 harm "Matt" had threatened on the phone call, Plaintiff flew to San Diego. "Matt" told her
14 that she would be picked up by a black Cadillac Escalade and indeed she was. In the
15 Cadillac were two young men, neither of whom had an Australian accent. When Plaintiff
16 asked where "Matt" was she was told that he would not be joining them because he had to
17 work elsewhere that day. Instead, she would film with "Dre," who she recognized as one
18 of the two men in the Cadillac because of the photographs she had received previously
19 from "Matt," and with the other person in the car, who would be the videographer. The
20 videographer gave a name that Plaintiff does not recall but having now seen photographs
21 of Defendant Matthew Wolfe, Plaintiff recognizes that the videographer was Defendant
22 Wolfe.

23 45. Once Plaintiff arrived at the hotel, Defendants Wolfe and Garcia rushed her
24 by telling her that they were running out of time to finish filming the video that day.
25 Plaintiff first verified yet again that the video would only be published on DVDs that would
26 be sold only in Australia. Defendants Wolfe and Garcia confirmed that was the case even
27 though they knew that was false and that the video, along with the hundreds of videos they
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1 had made before and the hundreds they would make after, would all be published by the
2 GDP Enterprise on <WWW.GIRLSDOPORN.COM>.

3 46. Plaintiff demanded and received the \$3,000 in cash prior to filming. However,
4 once she was in the hotel room alone with two men she had never met before and after
5 Defendant Wolfe had blocked the hotel room door with large crates containing his camera
6 equipment, Defendants for the first time presented Plaintiff with a long contract with fine
7 print that they demanded she sign. When she told them that she wanted to read the contract
8 in full before continuing with the shoot, Defendant Wolfe became increasingly agitated
9 and threatening, raising his voice and telling Plaintiff that if she did not sign the contract
10 immediately they would force her to pay back the cost of the flight and the hotel room and
11 that they would pursue other legal action for breach of contract. All told, Plaintiff was given
12 less than two minutes—during which Defendant Wolfe was yelling at her and distracting
13 her—to review the contract. In her brief review she saw terms and entities she had never
14 heard of, such as BLL Media.

15 47. As she was being yelled at and denied the opportunity to read the contract
16 because Defendant Wolfe was becoming increasingly threatening, Plaintiff began to realize
17 the precarious situation she was in: Plaintiff, a 20 year-old woman, was in a hotel room
18 with two men she had never met before, in an unfamiliar city hundreds of miles from home
19 without any money and having told no one in her life where she was or what she was doing
20 (because she did not want her friends or family to know she was filming a pornographic
21 video), and the two men were demanding that if she did not quit reading the contract and
22 begin having sex immediately in a pornographic video, she would be financially ruined.
23 During this time Defendant Garcia was smoking marijuana and taking unidentified pills,
24 raising further concerns for Plaintiff. Plaintiff was never given a copy of the paperwork she
25 signed that day.

26 48. At this point it occurred to Plaintiff the extreme danger she had placed herself
27 in. She began to be concerned that she no longer could say no to anything Defendants
28 demanded that she do, even though she did not feel that anything she was doing was

1 voluntary any longer. Specifically, she was concerned giving their yelling, drug use,
2 blockading the door, and other behavior that the two men could harm her, including by
3 abducting her, selling her into sex-slavery, or any other number of bad outcomes. Further,
4 she realized that because she did not want anyone in her life to find out what she had done,
5 no one in her life knew where she was, what she was doing, or who she was with. These
6 fears compounded the threats that Defendants were yelling at her.

7 49. During the filming, Defendants inflicted pain on Plaintiff and continued even
8 when she explained that the sexual acts they were asking her to perform were painful.
9 Rather than stop or change the experience in any positive way, Defendant Wolfe told her
10 that she was not acting like she was enjoying the sex and that she had better put on a good
11 show for the cameras. Fearing for her safety, Plaintiff simply continued through the painful
12 and degrading experience while trying to smile and put on a good show to avoid making
13 Defendant Wolfe angry at her because she feared what Defendant Wolfe would do to her
14 if she did not comply.

15 50. Near the end of the day, Defendant Wolfe told Plaintiff that she was going to
16 get a "facial," which was a euphemism for a man ejaculating on her face. Plaintiff told
17 Defendant Wolfe that she did not want to get a "facial," but Defendant Wolfe told her that
18 she didn't have a choice and that she was going to get a facial that day and that she had
19 better act like she was enjoying it "or else." Plaintiff never consented to having a man
20 ejaculate on her face but felt forced to get on her knees and allow Defendant Garcia to
21 perform the degrading sex act because of the threats Defendant Wolfe had made.

22 *The Video is Published Online*

23 51. Although the experience of filming was traumatizing, Plaintiff's nightmare
24 was only beginning.

25 52. On January 22, 2015, Plaintiff got a message from a childhood friend in her
26 small hometown where she grew up. The message included a screenshot of a nude picture
27 of Plaintiff that she immediately recognized as the hotel room where she had sex with
28 Defendant Garcia. The screenshot showed that the nude image of her had been uploaded

1 to a website called "Imagepost." The Imagepost video had been uploaded on December 30,
2 2014, merely a month after the last time she was promised that the video would not be
3 posted on the internet.

4 53. Shortly after she received this screenshot from her childhood friend, Plaintiff
5 learned that the entire video had been uploaded to the internet. Abbreviated versions of the
6 video meant to entice viewers to purchase a subscription to a GDP website were also posted
7 on the website <WWW.PORNHUB.COM>, where her video was viewed millions of
8 times. A version of the video remained on <WWW.PORNHUB.COM> until Plaintiff
9 requested that the website remove the video, long after others had sued GDP Enterprise
10 and after many of the Defendants in this case had been indicted for sex trafficking offenses.

11 54. Plaintiff's video was not only uploaded to these websites, upon information
12 and belief, GDP Enterprise actively distributed screenshots and links of her video to
13 Plaintiff's friends and contacts that they discovered by viewing her social media pages. In
14 fact, within a few short weeks of the video being posted online it had gone "viral" within
15 the small, religious farming community where she was raised, leading to harassment,
16 ostracization, and degrading interactions with her peers, friends, and family.

17 55. Later, in 2016, Plaintiff began being harassed online and in social media by
18 people whom she had never met and did not know. Although Plaintiff had been promised
19 that she would be kept anonymous, that also was not true. At some point Plaintiff learned
20 that her personal information, including her name, photographs of her with her family and
21 two children (both born since she filmed the video), contact information, and social media
22 profiles had all been published online at a website named
23 <WWW.PORNWIKILEAKS.COM>. Upon information and belief, the GDP Enterprise
24 operated <WWW.PORNWIKILEAKS.COM> to rekindle interest in videos by giving real
25 world information about the woman who had posed years before. By publishing this
26 information alongside the pornographic images and videos of the women, the GDP
27 Enterprise increased interest in their video catalogue but at the cost of making the women

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1 who had appeared in their videos the objects of online stalkers and others who send them
2 unwanted and unsettling messages.

3 56. When Plaintiff became aware that her video had been posted online, she
4 attempted to contact "Matt" or any of the others she had interacted with at Bubblegum
5 Casting. Her phone calls were never answered, and her emails were never responded to. At
6 no point after she left San Diego on the day of the filming did anyone from Bubblegum
7 Casting communicate with Plaintiff again.

8 57. Plaintiff also made reasonable attempts to identify the companies or
9 individuals involved but because Defendants used offshore nominees, she was unable to
10 do so.

11 *The Fraudulent Representations*

12 58. Throughout her interactions with the GDP Enterprise and Defendants,
13 Plaintiff was lied to numerous times by Defendants. Specifically, Defendants intentionally
14 made false representations to Plaintiff knowing that she would rely on those false
15 representations to decide to participate in filming the video. The false representations that
16 Defendants told Plaintiff and on which she reasonably relied included at least the
17 following:

- 18 a. On November 11, 14, 17, 21, and 25, 2014, "Matt" told Plaintiff Doe that the
19 pornographic video they were creating would not be uploaded to any website
20 but would only be distributed on DVDs in Australia. This representation was
21 false because the entire object of "Matt" and the other Defendants on whose
22 behalf "Matt" was acting including the GDP Enterprise, was to post the videos
23 on <WWW.GIRLSDOPORN.COM> and Defendants posted the video of
24 Plaintiff on <WWW.GIRLSDOPORN.COM> and other websites within
25 weeks of the filming. Plaintiff had no reason to know that her video would be
26 posted online and relied on the representation that it would not be.
- 27 b. On November 21, 2014, "Taylor" told Plaintiff that she had filmed videos
28 with Bubblegum Casting and that those videos had never appeared online.

1 This representation was false because, on information and belief, "Taylor"
2 was an employee of the GDP Enterprise. This information and belief is based
3 on the public allegations in the civil cases identified above as well as in the
4 Federal Indictment (also referenced above). The information and belief is also
5 informed by the fact that, to Plaintiff's knowledge, the GDP Enterprise never
6 produced DVDs for sale in Australia and therefore if a model such as "Taylor"
7 claimed to be have been paid to film pornographic videos, the only genuine
8 publishing platform for the videos was the internet.

- 9 c. On November 28, 2014, Defendants Wolfe and Garcia represented to Plaintiff
10 that her video would not be published online, but instead, would be published
11 only on a DVD sold in Australia. This representation was false for the same
12 reason that the representation in subparagraph (a) of this paragraph was false.
13 Plaintiff relied on this representation in deciding to continue with the filming.
- 14 d. In various meetings and phone calls, including at least one of the phone calls
15 with "Matt" and in her interactions with Defendant Wolfe on November 28,
16 2014, Defendants told Plaintiff that her personal identifying information
17 would be kept private and she would remain anonymous. This representation
18 was false because her private information was not kept anonymous, and
19 instead, it was used by Defendants to market the video initially by sending
20 links to her friends and social media contacts and later because Defendants
21 published her information online on <WWW.PORNWIKILEAKS.COM>.
- 22 e. On November 28, 2014, Defendant Wolfe repeatedly told Plaintiff, in a raised
23 voice, that she did not have time to read the contract and that they had to begin
24 filming the video immediately or she would be sued and left stranded in San
25 Diego without a return ticket home. This representation was false because in
26 fact she had plenty of time to finish filming the video and the representation
27 that she did not have time was simply a ploy to avoid her being able to read
28 the contract and to fraudulently induce her to sign papers that she had not had

1 the opportunity to read and that contradicted the express promises they had
2 made to lure her to San Diego and into a hotel room with two strange men to
3 film a pornographic video. Plaintiff reasonably relied on this statement
4 because she was afraid of the substance and tone of Defendant Wolfe's threats
5 that she would be left stranded and financially ruined if she did not stop
6 reading the contract and begin filming immediately.

7 59. In interactions with Plaintiff, Defendants omitted key information necessary
8 to make their other representations not misleading.

9 60. Specifically, none of the Defendants during any of the interactions described
10 above mentioned their connection to <WWW.GIRLSDOPORN.COM> or any of the other
11 websites that they were affiliated with; and,

12 61. Defendants further failed to inform Plaintiff Doe that they had previously
13 received complaints from other women who had filmed with Bubblegum Casting because
14 those women had their videos posted online at <WWW.GIRLSDOPORN.COM> in
15 contradiction of promises made to them.

16 **CAUSES OF ACTION**

17 **FIRST CAUSE OF ACTION**
18 **Misappropriation of Name & Likeness [Common Law]**
19 **(Against all Defendants)**

20 62. Plaintiff incorporates by reference all of the preceding paragraphs contained
21 in this Complaint as though set forth herein, including, without limitation, the agency and
22 alter ego allegations.

23 63. Defendants used Plaintiff's name, likenesses, and/or identity without
24 Plaintiff's permission, though fraud, and/or without promised consideration, including,
25 without limitation, on Defendants' websites (e.g., <WWW.GIRLSDOPORN.COM>),
26 social media, and advertising, including by posting and allowing to be posted on other
27 websites, including <WWW.PORNHUB.COM> and <WWW.YOUPORN.COM>.
28 Finally, any release purporting to give Defendants unconditional use of Plaintiff's video is

1 unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue
2 influence, and/or Defendants' unclean hands.

3 64. Defendants' gained a commercial benefit by using Plaintiff's name, likeness,
4 and/or identity.

5 65. Following Defendants' initial publication of Plaintiff's video on their own
6 websites, upon information and belief through the date of this Complaint, Defendants have
7 republished and redirected the misappropriated content to different websites and to
8 different audiences. Defendants have republished Plaintiff's misappropriated likeness to
9 different audiences in various advertising campaigns on the internet, including on third
10 party websites (such as <WWW.PORNHUB.COM> and <WWW.YOUPORN.COM>),
11 where Defendants post varying and edited snippets of Plaintiff's video with embedded
12 links and advertisements to Defendants' websites; these varying and edited snippets of
13 Plaintiff's video have been viewed millions of times by hundreds of thousands of different
14 individuals. Defendants conducted the same form of repetitive mass advertising on their
15 fan blogs and forums, and on their own social media.

16 66. Plaintiff's reliance on the false representations contained in Paragraph 58
17 above was a substantial factor in causing her harm. Plaintiff has been harmed in an amount
18 to be proven at trial, but that is, at least, \$500,000, and consists of, at least: (a) serious
19 emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of
20 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment,
21 mortification, shame, and fear; (b) compensatory damages, including, but not limited to the
22 difference in value in what the parties exchanged (i.e., the money Plaintiff received for
23 what she was told was *limited* distribution and what Defendants profited through *global*
24 distribution); and (c) restitution/unjust enrichment damages (same calculation as the
25 compensatory damages). Plaintiff also seeks injunctive relief.

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

1 Plaintiff's name, likeness, and/or identity at the time and place and via the manner set forth
2 above; and (3) pursuant to their agreement, Defendants injured Plaintiff, as set forth above.

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

6 **SECOND CAUSE OF ACTION**
7 **Misappropriation of Name & Likeness [Civil Code § 3344]**
8 **(Against all Defendants)**

9 69. Plaintiff incorporates by reference all of the preceding paragraphs contained
10 in this Complaint as though set forth herein, including, without limitation, the agency and
11 alter ego allegations.

12 70. On their websites (e.g., <WWW.GIRLSDOPORN.COM>), social media, and
13 other advertising, Defendants knowingly used Plaintiff's name, voice, photograph, video,
14 and likenesses to advertise or sell subscriptions to Defendants' businesses.

15 71. Defendants' use did not occur in connection with a news, public affairs, or
16 sports broadcast or account, or with a political campaign.

17 72. Defendants did not have Plaintiff's consent, and only appeared what may have
18 appeared to be consent through fraud, and/or without promised consideration. Finally, any
19 release purporting to give Defendants unconditional use of Plaintiff's video is
20 unenforceable due to unclear terms, a lack of mental capacity/competence, mistake, undue
21 influence, and/or Defendants' unclean hands.

22 73. Defendants use of Plaintiff's name, voice, photograph, video, and likeness
23 was directly connected to Defendants' commercial purpose.

24 74. Following Defendants' initial publication of each of Plaintiff's video on their
25 own websites, and through the date of this Complaint, Defendants have republished and
26 redirected the misappropriated content to different websites and to different audiences.
27 Defendants have republished Plaintiff's misappropriated likeness to different audiences in
28 various advertising campaigns on the internet, including on third party websites (such as
<WWW.PORNHUB.COM> and <WWW.YOUPORN.COM>), where Defendants post

1 varying and edited snippets of Plaintiff's video with embedded links and advertisements to
2 Defendants' websites; these varying and edited snippets of Plaintiffs' videos have been
3 viewed millions of times by hundreds of thousands of different individuals. Defendants
4 conduct the same form of repetitive mass advertising on their fan blogs and forums, and on
5 their own social media.

6 75. Plaintiff's reliance on the false representations contained in Paragraph 58
7 above was a substantial factor in causing her harm. Plaintiff has been harmed in an amount
8 to be proven at trial, but that is, at least, \$500,000, and consists of, at least: (a) serious
9 emotional distress, including, but not limited to, bullying, blackmail, loss of eating, loss of
10 sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment,
11 mortification, shame, and fear; (b) compensatory damages and/or statutory damages,
12 including, disgorgement of profits; (c) attorney fees; and (d) restitution / unjust enrichment
13 damages (i.e., the money Plaintiff received for what she was told was *limited* distribution
14 and what Defendants profited through *global* distribution). Plaintiff also seeks injunctive
15 relief.

16 76. Defendants also acted in a conspiracy when they committed this tort as: (1)
17 each of Defendants had knowledge of and agreed to both the objective and course of action
18 to injure Plaintiff; (2) pursuant to their agreement, Defendants intentionally
19 misappropriated Plaintiff's name, voice, photograph, video, and likeness at the time and
20 place and via the manner set forth above; and (3) pursuant to their agreement, Defendants
21 injured Plaintiff, as set forth above.

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

25 **THIRD CAUSE OF ACTION**
26 **Intentional Infliction of Emotional Distress**
27 **(Against all Defendants)**

28 78. Plaintiff incorporates 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.

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

11 80. Defendants actions included, upon information and belief, posting Plaintiff's
12 true identity online and continuing to update information about her, including posting
13 pictures from her online social media on the website <WWW.PORNWIKILEAKS.COM>
14 which Defendants continued to do until at least 2018.

15 81. Defendants intended to inflict the injuries stated herein upon Plaintiff, or the
16 injuries were substantially certain to result from Defendants' conduct.

17 82. Defendants' outrageous conduct actually and proximately caused Plaintiff to
18 suffer serious emotional distress, including, but not limited to, loss of eating, loss of sleep,
19 enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification,
20 shame, fear. Plaintiff has been harmed in an amount to be proven at trial, but that is, at
21 least, \$500,000.

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

28 84. Defendants' actions were fraudulent, oppressive, and malicious and therefore

1 warrant an award of punitive damages pursuant to Section 3294 of the California Civil
2 Code.

3 **FOURTH CAUSE OF ACTION**
4 **Breach of Written Contract**
5 **(Against all Defendants)**

6 85. Plaintiff incorporates by reference all of the preceding paragraphs contained
7 in this Complaint as though set forth herein, including, without limitation, the agency and
8 alter ego allegations.

9 86. Plaintiff entered into a written agreement with Defendants whereby Plaintiff
10 agreed to make her video with the conditions: they would not post the videos online (or
11 cause such publication), they would not distribute the videos in the United States (or cause
12 such publication), and they would ensure their privacy and anonymity.

13 87. Plaintiff performed all of her obligations under the agreement; in particular,
14 she participated in the video shoot.

15 88. All conditions required for Defendants' performances occurred, but they
16 breached the contract by distributing and/or causing the video to be posted online and in
17 the United States, and by failing to ensure Plaintiff's privacy and anonymity.

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

20 **FIFTH CAUSE OF ACTION**
21 **Unlawful & Fraudulent Business Practices [Bus. & Prof. Code § 17200]**
22 **(Against all Defendants)**

23 90. Plaintiff incorporates by reference all of the preceding paragraphs contained
24 in this Complaint as though set forth herein, including, without limitation, the agency and
25 alter ego allegations.

26 91. Defendants' conduct constitutes a "business practice" under Business &
27 Professions Code Section 17200, *et seq.* ("**Section 17200**").

28 92. Defendants' "business practice" constitutes "unlawful" conduct under Section
17200, as it violates common and California statutory law. Defendants' "business practice"
constitutes "fraudulent" conduct under Section 17200, as it deceives—and is likely to

1 deceive—members of the public.

2 93. Defendants intended their conduct to cause—and it did so cause—Plaintiff to
3 suffer economic injury in fact and caused Defendants to receive ill-gotten gains. Plaintiff
4 was damaged—and Defendants unjustly enriched—in an amount to be proven at trial, but
5 believed to be, at least, \$500,000. As such, Plaintiff has individual standing under Section
6 17200.

7 94. Pursuant to the remedies provisions of Section 17200, Defendants owe
8 Plaintiff restitution of Plaintiffs' property (*e.g.*, videos and images). The Court should also
9 enjoin Defendants' violative conduct and the should issue the maximum civil penalties
10 permitted.

11 **SIXTH CAUSE OF ACTION**
12 **Fraudulent Transfer**
13 **(Against all Defendants)**

14 95. Plaintiff incorporates by reference all the preceding paragraphs contained in
15 this Complaint as though set forth herein, including, without limitation, the agency and
16 alter ego allegations.

17 96. Plaintiff has a right to payment from Defendants for the claims in this action
18 and, thus, is a creditors of Defendants.

19 97. On information and belief, Defendants transferred Plaintiff's videos and the
20 revenue generated therefrom to defendant Oh Well Media Limited, Sidle Media Limited,
21 Greenhill Services, Ltd., and or Bubblegum Films, Ltd. (sham entities located in Vanuatu
22 used to hide assets) and DOES 1–100 with the intent to hinder, delay, or defraud Plaintiff
23 in her collection efforts on the subject claim.

24 98. Defendants' conduct was a substantial factor in causing Plaintiff's harm.

25 99. Defendants' actions were fraudulent and malicious and therefore warrant an
26 award of punitive damages pursuant to Section 3294 of the California Civil Code.
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SEVENTH CAUSE OF ACTION
Declaratory Relief
(Against all Defendants)

100. Plaintiff incorporates 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.

101. An actual controversy exists over the enforceability of all agreements executed by the parties to this lawsuit, including any release executed by Plaintiff purporting to give Defendants the right to use her likeness.

102. In addition, an actual controversy exists over whether Defendants are alter egos and whether they may be held liable for each other's actions or inactions.

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EIGHTH CAUSE OF ACTION
Intentional Misrepresentation
(Against all Defendants)

103. Plaintiff incorporates 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.

104. During Plaintiff's discussions and negotiations with Defendants before making an adult video for Defendants (and simultaneous with Plaintiff's attempted review of any purported agreements), 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 Plaintiff would remain anonymous. Defendants further represented at all times to Plaintiff that they would not cause the videos to be posted online or distributed in the United States. Defendants at all times assured Plaintiffs there was nothing to worry about, promised privacy, and said nobody Plaintiff knew would see the videos. Defendants caused another woman ("Taylor") to reiterate these representations to Plaintiff.

105. Those representations were false and Defendants knew they were false when they made them.

106. Defendants intended that Plaintiff rely on the above representations when she decided to make an adult video.

1 107. Plaintiff reasonably relied on the representations.

2 108. Plaintiff has been harmed by her reasonable reliance in that Defendants
3 published her video online, published her videos in the United States, and released
4 Plaintiff's real name.

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

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

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

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

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**NINTH CAUSE OF ACTION
Fraudulent Concealment
(Against all Defendants)**

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113. Plaintiff incorporates 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.

114. During Plaintiff's discussions and negotiations with Defendants before making an adult video for Defendants (and simultaneous with Plaintiff's attempted review of any purported agreements), Defendants actively concealed their true identities (their individual names and, more importantly, the identity of <WWW.GIRLSDOPORN>, on which they intended to publish Plaintiff's nude photos and sex acts). At all these times, Defendants actively concealed the fact their true intention was to post the videos online and distribute them in the United States—or cause such publication and distribution. At all these times, Defendants also concealed the facts regarding: (a) all of the other young women whose lives they have irreparably damaged earlier by Defendants' video publication and promotion; (b) all of the other young women imploring them to stop and to take down their videos; and (c) all of the complaints that they (and their legal counsel) have received from other young women and their families.

115. Defendants owed Plaintiff a duty to disclose this information as, among other reasons, they provided some information to Plaintiffs during correspondence, and during contract and business negotiations.

116. Defendants knew of, but knowingly concealed, the true facts regarding their identities, their website, their business, their video distribution, and the likelihood of injury to and harassment of Plaintiff.

117. Defendants concealed these facts with the intent to induce Plaintiff to make the adult videos.

118. The concealed information was objectively material to any reasonable person and caused Plaintiff to make the adult videos.

119. Plaintiff justifiably relied on Defendants' false representations.

1 120. Defendants' failure to disclose these material facts to Plaintiff was a
2 substantial factor in causing her harm. Had Plaintiff known of the undisclosed facts, she
3 would not have made the adult video.

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

14 122. Defendants were acting individually and on behalf of each other when they
15 made each of these omissions and, when one of them made an omission, the others ratified
16 the omission and/or knew of the omission and failed to correct it.

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

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

1 on Plaintiff's face against her will and continuing to have sexual intercourse with her
2 against her will after she complained of the pain.

3 132. Defendant Wolfe aided and abetted, counseled, and encouraged Defendant
4 Garcia's sexual battery of Plaintiff, including but not limited to: yelling at Plaintiff to allow
5 Defendant Garcia to sexually batter her and blocking the hotel door to prevent Plaintiff's
6 escape.

7 133. As a result of Defendant Garcia and Wolfe's sexual battery Plaintiff was
8 sexually battered, which humiliated, degraded, violated, and robbed Plaintiff of her dignity
9 and personal safety. The sexual battery on Plaintiff caused Plaintiff to suffer both
10 psychological and physical harm from which she may never fully recover.

11 134. As a legal result of Defendant Garcia and Wolfe's sexual battery, Plaintiff has
12 suffered economic and general, non-economic damages according to proof.

13 **TWELTH CAUSE OF ACTION**
14 **Vicarious Liability for Sexual Assault**
15 **(Against all Defendants except Individual Defendants)**

16 135. Plaintiff incorporates by reference all of the preceding paragraphs contained
17 in this Complaint as though set forth herein, including, without limitation, the agency and
18 alter ego allegations.

19 136. At the time that Plaintiff was sexually assaulted by Defendant Garcia and
20 Wolfe, who intended to cause harmful and offensive contact with Plaintiff, and placed
21 Plaintiff in reasonable apprehension of imminent harmful and offensive contact. Defendant
22 Wolfe and Garcia intentionally and recklessly did acts which placed Plaintiff in
23 apprehension of imminent harm, including but not limited to: ejaculating on Plaintiff's face
24 against her will and continuing to have sexual intercourse with her against her will after
25 she complained of the pain.

26 137. As a result, Plaintiff was sexually assaulted, which humiliated, degraded,
27 violated, and robbed Plaintiff of her dignity and personal safety. The sexual assault on
28 Plaintiff caused Plaintiff to suffer both psychological and physical harm from which she
may never fully recover.

1 138. Defendant Garcia and Wolfe committed these tortious and wrongful acts
2 while acting in the course and scope of their employment with Defendants as an
3 employee/agent of Defendants. Therefore, Defendants are liable for Defendant Garcia and
4 Wolfe's assault of Plaintiff and is responsible for damages caused by said conduct under
5 the principles of vicarious liability, including the doctrine of *respondent superior*.

6 139. Under the theories of respondent superior, agency, and ostensible agency,
7 Defendants are liable for the tortious acts of Defendant Garcia and Wolfe.

8 140. As a legal result of Defendant Garcia and Wolfe's sexual assault, Plaintiff has
9 suffered economic and general, non-economic damages according to proof.

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11 **THIRTEENTH CAUSE OF ACTION**
12 **Vicarious Liability for Sexual Battery**
13 **(Against all Defendants except Individual Defendants)**

14 141. Plaintiff incorporates by reference all of the preceding paragraphs contained
15 in this Complaint as though set forth herein, including, without limitation, the agency and
16 alter ego allegations.

17 142. Defendant Garcia made harmful and offensive contact with the Plaintiff.
18 Plaintiff did not consent to the contact. Plaintiff was harmed and offended by Defendant
19 Garcia's contact with her and Defendant Wolfe's aiding and abetting. Defendant Garcia
20 intentionally and recklessly did acts which resulted in harmful contact with Plaintiff's
21 person, including but not limited to: ejaculating on Plaintiff's face against her will and
22 continuing to have sexual intercourse with her against her will after she complained of the
23 pain.

24 143. As a result of Defendants and Defendant Garcia's sexually battery which
25 occurred while in the course and scope of Defendant Garcia and Wolfe's employment,
26 Plaintiff was sexually assaulted, sexually battered, which humiliated, degraded, violated,
27 and robbed Plaintiff of her dignity and personal safety. The sexual assault on Plaintiff
28 caused Plaintiff to suffer both psychological and physical harm from which she may never
fully recover.

1 144. Defendant Garcia and Wolfe committed these tortious and wrongful acts
2 while acting in the course and scope of their employment with Defendants as an
3 employee/agent of Defendants. Therefore, Defendants are liable for Defendant Garcia and
4 Wolfe's battery of Plaintiff and is responsible for damages caused by said conduct under
5 the principles of vicarious liability, including the doctrine of *respondent superior*.

6 145. Under the theories of respondent superior, agency, and ostensible agency,
7 Defendants are liable for the tortious acts of Defendant Garcia and Wolfe.

8 146. As a legal result of Defendant Garcia and Wolfe's sexual battery, Plaintiff has
9 suffered economic and general, non-economic damages according to proof.

10 **FOURTEENTH CAUSE OF ACTION**
11 **Fraud**
12 **(Against all Defendants)**

13 147. Plaintiff incorporates by reference all of the preceding paragraphs contained
14 in this Complaint as though set forth herein, including, without limitation, the agency and
15 alter ego allegations.

16 148. Upon information and belief, Defendants willfully deceived and misled
17 Plaintiff with the intent to sexually batter her and distribute a pornographic video of
18 Plaintiff having sex in the United States, as well as market the video to individuals that
19 know her. Defendants knew or should have known that their conduct was substantially
20 certain to cause Plaintiff emotional distress and injury, and they acted in conscious
21 disregard of the substantial certainty and probability of causing such injury.

22 149. Defendants falsely and fraudulently gained Plaintiffs trust and confidence
23 under the guise of creating a pornographic video that would only be distributed in Australia
24 as a DVD and not be distributed on the internet.

25 150. Defendants falsely and fraudulently gained Plaintiffs trust and confidence
26 through providing false testimonials from other actresses who had allegedly had sex on
27 camera for the Defendants.

28 151. Plaintiff reasonably trusted, believed, and relied on Defendants' representations and omissions in that had she known that the video of her having sex was

1 going on the internet, was going to be marketed to individuals who knew her, and that she
2 would be degraded/battered/assaulted, Plaintiff would not have signed the contract and
3 would not have participated in the pornographic video filming.

4 152. Plaintiff has suffered economic and general, non-economic damages
5 according to proof because of the fraud conducted by the Defendants

6 **PRAYER FOR RELIEF**

7 WHEREFORE Plaintiff prays for judgment against the Defendants as follows:

- 8 1. Compensatory damages of, at least, \$500,000;
9 2. Restitution and disgorgement of ill-gotten gains/unjust enrichment;
10 3. Civil penalties;
11 4. Injunctive relief;
12 5. Punitive damages;
13 6. Attorney's fees;
14 7. Pre- and post-judgment interest;
15 8. Costs associated with bringing this suit;
16 9. Setting aside all fraudulent transfers of assets;
17 10. Judicial declaration that all contracts or releases executed by Plaintiff are
18 unenforceable as a matter of law;
19 11. Judicial declaration that Defendants are alter egos and of one another and may
20 be held liable for each other's debts and obligations; and
21 12. For such other relief as the Court deems just and proper.

22 **JURY DEMAND**

23 Plaintiff hereby demands a trial by a jury on all issues triable by a jury in the above-
24 entitled action.

25 DATED: December 30, 2019

26 SMITH WASHBURN, LLP

27 

28 D. Loren Washburn
Attorneys for Plaintiff Jane Doe No. 23

VIA FAX