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13 Attorneys for Plaintiffs

14 **UNITED STATES DISTRICT COURT**
15 **SOUTHERN DISTRICT OF CALIFORNIA**

16 JANE DOE NOS. 1 through 40, inclusive,
17 individuals;

18 Plaintiffs,

19 v.

20 MG FREESITES, LTD., dba "PORNHUB,"
21 a foreign entity; MINDGEEK S.A.R.L. a
22 foreign entity; and MINDGEEK USA
23 INCORPORATED, a Delaware corporation;

24 Defendants.

Case No.: **'20CV2440 W RBB**

**COMPLAINT FOR DAMAGES
PURSUANT TO 18 U.S.C. § 1595**

DEMAND FOR JURY TRIAL

25 Jane Doe Nos. 1 through 40 (collectively "Plaintiffs") hereby allege as follows:

26 **I.**

27 **THE PARTIES**

28 **a. PLAINTIFFS**

1. Plaintiff Jane Doe No. 1 is a United States citizen who resided outside of this
judicial district at all relevant times alleged herein.

1 2. Plaintiff Jane Doe No. 2 is a United States citizen who resided outside of this
2 judicial district at all relevant times alleged herein.

3 3. Plaintiff Jane Doe No. 3 is a United States citizen who resided outside of this
4 judicial district at all relevant times alleged herein.

5 4. Plaintiff Jane Doe No. 4 is a United States citizen who resided outside of this
6 judicial district at all relevant times alleged herein.

7 5. Plaintiff Jane Doe No. 5 is a United States citizen who resided outside of this
8 judicial district at all relevant times alleged herein.

9 6. Plaintiff Jane Doe No. 6 is a United States citizen who resided within this
10 judicial district at all relevant times alleged herein.

11 7. Plaintiff Jane Doe No. 7 is a United States citizen who resided within this
12 judicial district when the actions occurred giving rise to her claims herein and now
13 resides outside this judicial district.

14 8. Plaintiff Jane Doe No. 8 is a United States citizen who resided within this
15 judicial district when the actions occurred giving rise to her claims herein and now
16 resides outside this judicial district.

17 9. Plaintiff Jane Doe No. 9 is a United States citizen who resided outside of this
18 judicial district at all relevant times alleged herein.

19 10. Plaintiff Jane Doe No. 10 is a United States citizen who resided outside of
20 this judicial district at all relevant times alleged herein.

21 11. Plaintiff Jane Doe No. 11 is a United States citizen who resided outside of
22 this judicial district at all relevant times alleged herein.

23 12. Plaintiff Jane Doe No. 12 is a United States citizen who resided outside of
24 this judicial district at all relevant times alleged herein.

25 13. Plaintiff Jane Doe No. 13 is a United States citizen who resided outside of
26 this judicial district at all relevant times alleged herein.

27 14. Plaintiff Jane Doe No. 14 is a United States citizen who resided outside of
28 this judicial district at all relevant times alleged herein.

1 15. Plaintiff Jane Doe No. 15 is a United States citizen who resided within this
2 judicial district when the actions occurred giving rise to her claims herein and now
3 resides outside this judicial district.

4 16. Plaintiff Jane Doe No. 16 is a United States citizen who resided outside of
5 this judicial district at all relevant times alleged herein.

6 17. Plaintiff Jane Doe No. 17 is a United States citizen who resided outside of
7 this judicial district at all relevant times alleged herein.

8 18. Plaintiff Jane Doe No. 18 is a United States citizen who resided outside of
9 this judicial district at all relevant times alleged herein.

10 19. Plaintiff Jane Doe No. 19 is a citizen of Canada and resided outside of this
11 judicial district at all relevant times alleged herein.

12 20. Plaintiff Jane Doe No. 20 is a United States citizen who resided outside of
13 this judicial district at all relevant times alleged herein.

14 21. Plaintiff Jane Doe No. 21 is a United States citizen who resided outside of
15 this judicial district at all relevant times alleged herein.

16 22. Plaintiff Jane Doe No. 22 is a United States citizen who resided outside of
17 this judicial district at all relevant times alleged herein.

18 23. Plaintiff Jane Doe No. 23 is a United States citizen who resided outside of
19 this judicial district at all relevant times alleged herein.

20 24. Plaintiff Jane Doe No. 24 is a United States citizen who resided outside of
21 this judicial district at all relevant times alleged herein.

22 25. Plaintiff Jane Doe No. 25 is a United States citizen who resided outside of
23 this judicial district at all relevant times alleged herein.

24 26. Plaintiff Jane Doe No. 26 is a United States citizen who resided outside of
25 this judicial district at all relevant times alleged herein.

26 27. Plaintiff Jane Doe No. 27 is a United States citizen who resided outside of
27 this judicial district at all relevant times alleged herein.

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1 28. Plaintiff Jane Doe No. 28 is a citizen of Canada and resided outside of this
2 judicial district at all relevant times alleged herein.

3 29. Plaintiff Jane Doe No. 29 is a United States citizen who resided outside of
4 this judicial district at all relevant times alleged herein.

5 30. Plaintiff Jane Doe No. 30 is a United States citizen who resided outside of
6 this judicial district at all relevant times alleged herein.

7 31. Plaintiff Jane Doe No. 31 is a United States citizen who resided outside of
8 this judicial district at all relevant times alleged herein.

9 32. Plaintiff Jane Doe No. 32 is a United States citizen who resided within this
10 judicial district at all relevant times alleged herein.

11 33. Plaintiff Jane Doe No. 33 is a United States citizen who resided outside of
12 this judicial district at all relevant times alleged herein.

13 34. Plaintiff Jane Doe No. 34 is a United States citizen who resided outside of
14 this judicial district at all relevant times alleged herein.

15 35. Plaintiff Jane Doe No. 35 is a United States citizen who resided outside of
16 this judicial district at all relevant times alleged herein.

17 36. Plaintiff Jane Doe No. 36 is a citizen of Canada and resided outside of this
18 judicial district at all relevant times alleged herein.

19 37. Plaintiff Jane Doe No. 37 is a United States citizen who resided outside of
20 this judicial district at all relevant times alleged herein.

21 38. Plaintiff Jane Doe No. 38 is a United States citizen who resided outside of
22 this judicial district at all relevant times alleged herein.

23 39. Plaintiff Jane Doe No. 39 is a United States citizen who resided outside of
24 this judicial district at all relevant times alleged herein.

25 40. Plaintiff Jane Doe No. 40 is a United States citizen who resided outside of
26 this judicial district at all relevant times alleged herein.

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1 **b. DEFENDANTS**

2 41. At all relevant times alleged herein, defendant MindGeek S.a.r.l. is a foreign
3 entity (a Société à responsabilité limitée) conducting business throughout the United
4 States, including within the Southern District of California. MindGeek S.a.r.l., formerly
5 known as ManWin, is the convergence of two large pornography companies, Mansef and
6 InterTube. Over the last decade, MindGeek S.a.r.l. went on an acquisition spree buying
7 up its competition and now owns and operates over 100 pornographic websites,
8 production companies, and brands. MindGeek S.a.r.l. has, for all intents and purposes,
9 monopolized the pornography industry, and is believed to own and/or control the
10 majority of the pornography on the Internet, much of which it distributes for free, to any
11 person with a web connection, regardless of age. Although incorporated in Luxembourg,
12 MindGeek S.a.r.l.'s principal place of business is Montreal, Canada, with satellite offices
13 in, among other places, San Diego, Los Angeles, San Francisco, London, Bucharest
14 (Romania), and Nicosia (Cyprus).

15 42. At all relevant times alleged herein, defendant MG Freesites, Ltd. is a
16 foreign entity incorporated in the Republic of Cyprus conducting business throughout the
17 United States and California, including within the Southern District of California. Upon
18 information and belief, MG Freesites, Ltd. is a wholly owned subsidiary of MindGeek
19 S.a.r.l, either directly or through intermediary companies that are also under the control
20 of MindGeek S.a.r.l. Upon information and belief, MG Freesites, Ltd. is predominantly
21 under the control of and operated by directors, officers and employees working in
22 MindGeek's offices in the United States and Canada, with little business operations being
23 conducted within the Republic of Cyprus where MG Freesites, Ltd. is incorporated.

24 43. Defendant MindGeek USA Incorporated is a corporation incorporated in the
25 State of Delaware, with its principal place of business in Los Angeles, California. Upon
26 information and belief, MindGeek USA Incorporated is a wholly owned subsidiary of
27 MindGeek S.a.r.l., either directly or through intermediary companies also under the
28 control of MindGeek S.a.r.l.

1 44. MindGeek S.a.r.l., MG Freesites, Ltd. and MindGeek USA Incorporated, as
2 well as all of these entities' subsidiary and sister companies, are collectively referred to
3 as "**MindGeek**" or the "**Defendants**" herein.

4 45. Upon information and belief, MindGeek has incorporated dozens of
5 subsidiaries and sister companies around the world for the purpose of avoiding liabilities
6 and to hide the identity of the entities and individuals behind its corporate actions. Upon
7 information and belief, MindGeek S.a.r.l and all other MindGeek entities operate as a
8 single business enterprise solely dedicated to producing, distributing, and monetizing
9 pornography on the Internet. In doing all acts alleged herein, and as a business generally,
10 MindGeek USA Incorporated, MindGeek S.a.r.l., MG Freesites, Ltd. and all of their
11 subsidiary and sister companies were and are alter egos of one another.

12 46. Upon information and belief, and in particular, the Defendants: (a)
13 commingled their funds and other assets, failed to segregate funds between them, and
14 have without authorization diverted corporate funds and assets for noncorporate uses; (b)
15 treated each other's assets as their own; (c) issued shares of one other to themselves and
16 third parties haphazardly and without authority; (d) held themselves out as being
17 personally liable for the debts of each other; (e) failed to maintain minutes and corporate
18 records, and confused the records of the separate entities; (f) used the same business
19 locations and employed the same employees; (g) failed to adequately capitalize the
20 entities; (h) used each other as a conduit for a single venture of themselves; (i) failed to
21 maintain arm's length relationships among themselves; and (j) diverted assets without
22 consideration from/to one another to the detriment of creditors, including Plaintiffs.
23 Recognition of the privilege of separate existences between the Defendants would
24 promote injustice, unfairness, and fraud. Any separateness is to be disregarded. As such,
25 these defendants are jointly and severally liable in this action as alter egos.

26 47. In doing all things alleged herein, Defendants were agents, servants,
27 representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or
28 employees of each other in the acts and/or omissions herein alleged. The Defendants

1 were acting within the course and scope of their authority as such agents, servants,
2 representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or
3 employees and with the permission, authorization, consent, and ratification of each other.

4 **II.**

5 **JURISDICTION AND VENUE**

6 **a. SUBJECT MATTER JURISDICTION**

7 48. This Court has original subject matter jurisdiction over the private right of
8 action for victims of sex trafficking under 18 U.S.C. § 1595(a). See, *Id.* (“An individual
9 may bring a civil action...in an appropriate district court of the United States...”)

10 **b. PERSONAL JURISDICTION**

11 49. This Court has personal jurisdiction over all defendants. As for MindGeek
12 USA Incorporated, its domicile and principal place of business are in California. Each of
13 the three defendants has minimum contacts with California such that maintenance of the
14 suit does not offend traditional notions of fair play and substantial justice. Defendants
15 have purposefully availed themselves of California jurisdiction, there is a substantial
16 nexus between Plaintiffs’ claims and Defendants’ California-based activities, and
17 jurisdiction is fair.

18 50. More specifically, and as set forth below in the description of “MindGeek’s
19 Tubesites,” *infra*, by operating interactive commercial websites and transacting various
20 forms of business related thereto in California (e.g., contracting with California residents
21 and knowingly and repeatedly transmitting currency and computer files over the
22 Internet), all of the Defendants purposefully availed themselves of doing business in
23 California. Among other things, the Defendants purposefully: (a) directed their activities
24 at California residents; (b) derived benefit from their activities in California; (c) created a
25 substantial connection with California; (d) engaged in significant activities within
26 California; (e) created continuing obligations between themselves and residents of
27 California; and (f) caused liability-producing acts and foreseeable consequences in
28 California.

1 51. Further, there exists personal jurisdiction as MindGeek S.a.r.l. and MG
2 Freesites, Ltd. were and are agents, partners, alter egos, ratified the conduct, and have
3 substantial control of and over forum-based MindGeek USA Incorporated.

4 52. Finally, Defendants contracted and partnered with the forum-based
5 perpetrators of the subject sex trafficking to split revenues that Defendants generated by
6 marketing, selling and exploiting videos featuring victims of the GirlsDoPorn sex
7 trafficking venture, *infra*. Particularly, pursuant to its partnership with GirlsDoPorn as
8 part of its “Viewshare Program” (*see, infra*), defendant MG Freesites, Ltd. made monthly
9 payments to the forum-based sex traffickers representing GirlsDoPorn’s share of
10 revenues MG Freesites Ltd. received by marketing, selling and exploiting the victims’
11 videos on MG Freesites, Ltd.’s websites through Mindgeek’s Viewshare Program,
12 discussed *infra*.

13 **c. VENUE**

14 53. Venue is proper in the United States District Court for the Southern District
15 of California pursuant to 28 U.S.C. §§ 1391(b)(2), (b)(3), (c)(2), and (d) in that a
16 substantial part of the events or omissions giving rise to the claims occurred in this
17 district and the corporate defendants are subject to personal jurisdiction in this district.
18 Particularly, the subject sex trafficking actions occurred in San Diego, California. The
19 perpetrators are currently in custody and being prosecuted for sex trafficking in this
20 judicial district. Further, MindGeek contracted and maintained a business partnership
21 with the perpetrators of the subject sex trafficking within this judicial district and made
22 payments to financial institutions within this judicial district as part of that relationship.
23 MindGeek maintains an office situated in and conducts substantial business within this
24 judicial district. Finally, several plaintiffs reside within this judicial district.

25 **III.**

26 **SUMMARY OF CLAIMS**

27 54. From 2007 until October 2019, Michael Pratt (“**Pratt**”), Matthew Wolfe
28 (“**Wolfe**”), Douglas Wiederhold (“**Wiederhold**”), and Andre Garcia (“**Garcia**”) ran a

1 sex trafficking venture out of San Diego, California known as “GirlsDoPorn.”¹ For over
2 a decade, GirlsDoPorn sex-trafficked hundreds of high school and college-aged women
3 using fraud, coercion, and intimidation to get the young women to film pornographic
4 videos under the false pretense that the videos would remain private, off the Internet, and
5 never be seen in North America. In reality, GirlsDoPorn intended to publish the videos
6 on its subscription website, as well as to dozens of other heavily trafficked websites
7 available to anyone with an Internet connection, as it had done with hundreds of its prior
8 videos. GirlsDoPorn (and MindGeek) knew the unconsented publication of victim’s sex
9 video would upend the victim’s life. Once published, GirlsDoPorn’s victims were
10 brutally harassed by peers and strangers, effectively turning them into pariahs in their
11 own communities. The victims were ostracized by friends and family, many lost their
12 jobs, and some were expelled from college. The relentless harassment caused all victims
13 to become suicidal and some even attempted such.

14 55. In June 2016, four victims filed an action in the Superior Court of California,
15 County of San Diego (“**San Diego Superior Court**”) against GirlsDoPorn for, among
16 other things, intentional misrepresentation, concealment, and misappropriation of
17 likeness (“**State Court Action**”).² By November 2017, an additional eighteen victims
18 had joined the State Court Action, for a total of twenty-two plaintiffs. After nearly three
19 years of extensive litigation, on August 19, 2019, the State Court Action proceeded to a
20 bench trial before the Honorable Kevin A. Enright. The victims’ testimony was covered
21 heavily by the media.

22 56. On October 9, 2019—as victim testimony accumulated—the United States
23 Attorney for the Southern District of California charged GirlsDoPorn’s three principals
24 (Pratt, Wolfe, Garcia) and three others with federal sex trafficking and conspiracy to
25

26 ¹ The individuals, websites and the offshore and domestic entities used to operate this sex
trafficking venture are collectively referred to herein as “**GirlsDoPorn**.”

27 ² The complaints from the State Court Action (San Diego Superior Court Case Nos. 37-
28 2016-00019027-CU-FR-CTL, 37-2017-00033321-CU-FR-CTL and 37-2017-00043712-
CU-FR-CTL) are hereby incorporated by reference as though set forth fully herein.

1 commit sex trafficking under 18 U.S.C. § 1591 (“**Section 1591**”). A grand jury
2 indictment unsealed about a month later formally charged them with these crimes.³ The
3 grand jury also indicted Pratt for Production of Child Pornography in violation of 18
4 U.S.C. §2251, subs. (a) and (e). Wolfe and Garcia were arrested on or about October 9,
5 2019. Pratt escaped to Mexico and is currently a fugitive of justice on the Federal Bureau
6 of Investigation’s Most Wanted List.

7 57. The civil trial in the State Court Action concluded on November 26, 2019,
8 about six weeks after the arrests. On January 2, 2020, the Honorable Kevin A. Enright
9 issued a nearly two-hundred-page Statement of Decision⁴ detailing the “fraud,
10 intimidation and coercion” GirlsDoPorn used to coax its victims into filming adult
11 videos. The decision collectively awarded the twenty-two plaintiffs nearly \$13 million in
12 compensatory and punitive damages, voided all contracts as part and parcel of the
13 fraudulent and coercive scheme, and enjoined GirlsDoPorn from using their fraudulent
14 and coercive practices in any future business dealings.

15 58. Garcia pled guilty to sex trafficking under Section 1591 and conspiracy to
16 commit sex trafficking for his role in the GirlsDoPorn sex trafficking venture.⁵ Garcia is
17 set to be sentenced by the Honorable Janis L. Sammartino in the coming months. Wolfe
18 remains in federal custody in San Diego awaiting trial. Pratt is still at large.

19 59. Over the last two decades, United States Congress has taken significant
20 measures to fight sex trafficking as criminals began utilizing the Internet to perpetrate
21 and monetize their crimes. Part of Congress’ fight includes making it more difficult for
22 traffickers to carry out and profit from their crimes by deterring otherwise law-abiding
23 businesses from providing services to suspected traffickers. Pursuant to 18 U.S.C. §
24

25 ³ The November 7, 2019 Indictment from *USA v. Pratt, et al.*, , Case No. 19:CR-4488-
26 JLS (S.D. Cal.) , is hereby incorporated by reference as though set forth fully herein.

27 ⁴ The Final Statement of Decision entered on April 27, 2020 is hereby incorporated by
reference as though set forth fully herein.

28 ⁵ See, Docket Entry 138 in *USA v. Pratt, et al.*, Case No. 19:CR-4488-JLS (S.D. Cal.)

1 1595 (“**Section 1595**”), any business that “knew or should have known” it was profiting
2 from its participation in a sex trafficking venture is civilly liable to the victims for
3 damages and attorney fees. Section 1595 presents businesses frequented by sex
4 traffickers (*e.g.*, hotels, websites, social media platforms, and online dating applications)
5 with a choice: (a) deny services to suspected sex traffickers; or (b) provide services to the
6 suspected traffickers, accept the profits from the transaction, but risk civil liability to the
7 sex trafficking victims.

8 60. MindGeek operates some of the most popular pornographic websites in the
9 world, including the 8th most popular website in the United States, www.PornHub.com.
10 In 2011, MindGeek contracted with GirlsDoPorn and began selling, marketing, and
11 exploiting videos featuring GirlsDoPorn’s sex trafficking victims on its websites.

12 61. As early as 2009, and definitely by fall 2016, MindGeek knew GirlsDoPorn
13 was trafficking its victims by using fraud, coercion, and intimidation as part of its
14 customary business practices to get the women to film the videos. Despite this
15 knowledge, MindGeek continued to partner with GirlsDoPorn, never bothering to
16 investigate or question its business partner regarding the mounting evidence of sex
17 trafficking that MindGeek received. MindGeek continued its partnership with
18 GirlsDoPorn until October 2019 when the Department of Justice shut down GirlsDoPorn
19 by arresting and indicting its principals. At this point, there was no longer a company left
20 for MindGeek to partner with.

21 62. If MindGeek did not know GirlsDoPorn was a sex trafficking venture before
22 October 2019, it should have known for a great number of reasons, the most notable of
23 which is that GirlsDoPorn’s victims sent MindGeek complaints detailing the fraud and
24 coercion they were subjected to by GirlsDoPorn. Because of this knowledge, MindGeek
25 is, at minimum, civilly liable to Plaintiffs under Section 1595 for damages and attorney
26 fees. And if MindGeek truly did not know that its GirlsDoPorn was using fraud,
27 intimidation, and coercion are part of its regular business practices until the criminal
28 ///

1 charges were filed in October 2019, MindGeek’s ignorance of the sex trafficking is a
2 direct result of its own negligence, which still triggers Section 1595 liability.⁶

3 63. Even after severing its partnership with GirlsDoPorn, MindGeek continues
4 to profit from Plaintiffs’ videos to this day. As of December 12, 2020, MindGeek still
5 hosts victims’ videos on its websites, including Plaintiffs. The URLs for the victims’
6 videos contain affiliate tails and are surrounded by hyperlink advertisements that, if
7 clicked, redirect the visitors to various paysites. Most of the hyperlink advertisements on
8 these victim’s videos redirect the visitor to MindGeek’s paysite, www.Brazzers.com.
9 Others redirect the visitor to third party paysites, such as JerkMate.com.

10 64. MindGeek knew it was partnering with and profiting from a sex trafficking
11 venture for years. MindGeek also knew of the significant harassment and trauma
12 GirlsDoPorn’s victims were enduring by its continued publication of the victims’ videos.
13 MindGeek simply did not care and continued to partner with GirlsDoPorn until it was no
14 longer profitable because of the indictments and arrests. MindGeek’s actions were
15 malicious, oppressive and taken in reckless disregard of the Plaintiffs’ rights. Plaintiffs
16 are therefore entitled to punitive damages against MindGeek to punish MindGeek for its
17 reprehensible actions and to deter others from acting similarly in the future.

18 **IV.**

19 **FACTUAL BACKGROUND**

20 **a. THE AFFILIATE MARKETING RELATIONSHIP BETWEEN PAYSITES AND FREESITES**

21 65. The online pornography industry consists of two types of websites:
22 “paysites” and “freesites.” As the name suggests, “freesites” allow the public to view
23 videos for free, without the requirement of any membership, payment, age verification, or
24 personal information. Not surprisingly, MindGeek operates its freesites, including,
25

26
27 ⁶ “The phrase ‘knew or should have known’ echoes common language used in describing
28 an objective standard of negligence.” *A.B. v. Marriott Int’l, Inc.*, No. 19-5770, 2020 WL
1939678, at *7 (E.D. PA, Apr. 22, 2020), quoting *M.A. v. Wyndham Hotels & Resorts,
Inc.*, No. 19-849, 2019 WL 4929297 (S.D. Ohio, Oct. 7, 2019)).

1 PornHub.com, YouPorn.com, RedTube.com, and Tube8.com, *infra*,⁷ through its
2 subsidiary, MG Freesites, Ltd. Freesites are also referred to as “tubesites” because most
3 freesites mimic the business model of YouTube.com. The names of MindGeek’s
4 freesites, YouPorn, RedTube, and Tube8, are ostensibly derived from the name YouTube.

5 66. The videos on freesites are typically five to ten-minute clips of longer
6 pornographic videos or short compilations of many longer pornographic videos. The
7 short clips on freesites are the equivalent of a movie trailer giving the public the gist of
8 the entire production.

9 67. “Paysites” are websites where, as the name suggests, the customer must pay
10 to view the pornographic content. The videos on paysites are commonly said to be
11 behind a “paywall.” Paysites are owned and operated by pornography production
12 companies and feature full-length pornographic videos approximately 30 to 60 minutes
13 long. GirlsDoPorn operated two paysites where it sold videos featuring its sex trafficking
14 victims, GirlsDoPorn.com and GirlsDoToys.com, which offered access to a library of its
15 victims’ videos for \$30 to \$60 per month, *infra*.

16 68. Freesites attract significant web traffic with the allure of free pornography—
17 albeit only short trailer versions cut from longer full-length videos. These heavily
18 trafficked websites present a golden marketing opportunity to convert a freesite visitor to
19 a paysite subscriber. Once on the freesite, a potential customer is targeted with
20 hyperlinked advertisements that, if clicked, take the potential customer to a
21

22
23 ⁷ See, MG Freesites, Ltd.’s Complaint in *MG Freesites, Ltd. v. ScorpCast, LLC dba*
24 *“HaulStars,”* Case No. 1:20-cv-01012-CFC (D. DE, July 28, 2020) at ¶ 2 [“the Pornhub
25 website (www.pornhub.com), which is operated by MG Freesites Ltd...”]. Further, of
26 www.pornhubpremium, *infra*, is copyrighted by “MG Cyprus Limited,” its customer
27 service and billing pages represent the following ownership and/or operation: “MG
28 Billing US Corp, 2300 Empire Avenue, 7th Floor, Burbank, CA 91504 USA and “MG
Billing Limited, 195-197 Old Nicosia-Limassol Road, Dali Industrial Zone 2540, Block
1, Cyprus,” its terms of service state it is “operated by MG Freesites Ltd, Block 1, 195-
197 Old Nicosia-Limassol Road, Dali Industrial zone, Cyprus 2540.”

1 corresponding paysite with the hope that, once on the paysite, the potential customer
2 purchases a subscription.

3 69. Freesites earn money by partnering with paysites through “affiliate
4 programs” operated by the payment processing companies who process subscribers’
5 credit card, cryptocurrency, and Paypal payments on the paysites. When a paysite opts
6 into a payment processor’s affiliate program—something that nearly all paysites do—
7 freesites are able to register with the payment processor as an “affiliate” of the paysite.
8 As part of the registration, freesites provide the payment processor with its bank account
9 information. Once registered, the freesite begins marketing free trailer versions of the
10 paysites’ full-length videos surrounded by advertisements redirecting the customer to the
11 paysite if clicked. If a hyperlinked advertisement on a freesite directs a potential
12 customer to a paysite, the payment processor is able to track which freesite (now
13 registered as an affiliate) directed the potential customer to the paysite through the use of
14 an affiliate URL and/or software referred to as a “cookie” that tracks the internet user’s
15 history. If the potential customer subscribes to the paysite after being directed there by a
16 registered affiliate, the payment processor splits the subscriber’s monthly payments
17 between the freesite and the paysite, often in perpetuity, and often 50%/50%. The money
18 earned by the freesite through this relationship is called an “affiliate fee.”

19 **b. MINDGEEK OWNS AND OPERATES DOZENS OF WEBSITES, INCLUDING THE 8TH**
20 **MOST POPULAR WEBSITE IN THE WORLD, WWW.PORNHUB.COM**

21 70. MindGeek’s four most popular websites are www.PornHub.com
22 (“**PornHub.com**”), www.Redtube.com (“**RedTube.com**”), www.YouPorn.com
23 (“**YouPorn.com**”), and www.Tube8.com (“**Tube8.com**”), each of which is similar in
24 format to YouTube.com (collectively “**MindGeek’s Tubesites**”). PornHub is
25 MindGeek’s flagship website. In 2019, PornHub.com had roughly 42 billion visits (an
26 average of 115 million per day), making it the 8th most popular website in the United
27 States behind Google.com (1st), YouTube.com (2nd), Facebook.com (3rd), Amazon.com

28 ///

1 (4th), Yahoo.com (5th), Twitter.com (6th), and Instagram.com (7th).⁸ In 2019,
2 PornHub.com had more visitors than Wikipedia.org, Reddit.com, NetFlix.com,
3 Craigslist.org, and Bing.com. Further, according to analytics MindGeek posted on
4 PornHub.com, the United States is the top country by volume of PornHub.com usage
5 and, as for top cites, Los Angeles, California is ranked the 4th highest in the world.

6 71. MindGeek's Tubesites are interactive, robust, and multifaceted e-commerce
7 websites designed to attract and sell various sex related products and services—primarily
8 pornographic videos—to a high volume of sex industry customers, production
9 companies, and performers. MindGeek's Tubesites do extensive business over the
10 Internet, whereby MindGeek knowingly and repeatedly receives and transfers funds for
11 various purchases and services, transfers computer files and other information, and enters
12 into contracts with residents of all countries and states, including those of California.

13 72. Just the homepage of PornHub.com includes, without limitation, the
14 following links to the various products MindGeek is marketing and/or selling:

- 15 • A **“Premium” link** directs the customer to:
16 www.pornhubpremium.com (“PornHub Premium”). MindGeek
17 describes the content on PornHub Premium as a “carefully curated
18 selection” of pornography,⁹ for which customers purchase “premium”
19 content for \$9.99 per month.
- 20 • A **“Shop” link** directs the customer to: www.pornhubapparel.com
21 (“PornHub Apparel”). There, customers across the globe, including in
22 California, can buy various PornHub-branded merchandise, from
23 Christmas tree ornaments to underwear. PornHub Apparel is powered
24 by Shopify, a publicly-traded company on the New York Stock
25 Exchange. The governing law in PornHub Apparel's terms of service
26 is California.

26 ⁸ See, <https://www.similarweb.com/top-websites/united-states>

27 ⁹ MindGeek curates this content from various production companies, including, without
28 limitation: (a) Screw My Wife Productions (based in Northridge, California); (b) Smash
Pictures (Chatsworth, California); (c) Suze Randall (Calabasas, California); and (d)
Wildlife Productions (Northridge, California).

- 1 • A **“Toys” link** directs the customer to: www.pornhubtoys.com/
2 (“PornHub Toys”). There, customers across the globe, including in
3 California, can purchase various sex toys and other paraphernalia,
4 which appear to ship from the United States (and there is no shipping
5 charge when ordered from California). In addition to other features
6 and advertisements, PornHub Toys offers the following solicitation:
7 “We Make Money Selling Sex Toys! So Can You! Porn[H]ubToys is
8 looking for sex-positive affiliates. We need enthusiastic site-owners,
9 performers, and online promoters to refer sex toy consumers to our
10 site. Every successful sale earns you royalty commissions.” PornHub
11 Toys represents it “is managed ...in association with Pornhub.com.”
12
- 13 • A **“Fuck Now” link** directs the customer to:
14 www.adultfriendfinder.com (“Adult Friend Finder”). This website is
15 ostensibly thinly veiled dating website where prostitutes and/or their
16 handlers can solicit johns. The banner on the site reads: “The nude
17 snaps you’re about to see were posted by horny women looking for
18 fuck buddies, not boyfriends. If you wish to proceed, you’ll have to
19 answer a few questions first.” Adult Friend Finder is headquartered in
20 Campbell, CA.
- 21 • A **“Live Cams” link** directs the customers to:
22 www.pornhub.com/live. Here, performers can sign up to make
23 money from live pornographic performances, which customers pay to
24 view live and can also compensate performers via a “tip” function.
- 25 • An **“Advertising” link** invites parties to advertise products and
26 services on PornHub.com through MG Freesites Ltd.-owned website,
27 www.trafficjunky.com.
- 28 • A **“Model Program” link** invites pornographic models to “make ad
revenue, sell your videos and build your fan base on the largest adult
platform in the world.”
- A **“Jobs” link** solicits various employment opportunities with
MindGeek, including, as of this complaint, for product managers,
search engine optimization specialists, and model recruiters.

///

1 True and correct screenshots of PornHub.com on December 7, 2020 are attached hereto
2 as Exhibit 1. The screenshots are redacted for nudity.

3 73. The most popular feature on MindGeek's Tubesites is a searchable video
4 library. PornHub.com currently has about 14,000,000 pornographic videos in its free
5 video library. Most videos are between five and twenty minutes long. If each of these
6 14,000,000 videos were just four minutes long, it would take over 106 years for one
7 person to watch all of the footage.

8 74. The videos in the public libraries on MindGeek's Tubesites come from
9 several different sources,¹⁰ including members of the public,¹⁰ third party pornographic
10 production companies, and also MindGeek itself, which publishes trailer verisons of
11 videos produced by its very own pornography production companies and brands, such as
12 Reality Kings, Brazzers, and Digital Playground.

13 75. As part of the interactive experience offered on the MindGeek's Tubesites,
14 customers and viewers can create accounts, post comments regarding content, and
15 communicate with one another. Further, customers and viewers can subscribe to follow
16 certain performers and send performers compensation through the websites. Finally,
17 MindGeek's Tubesites also allow its users to download videos from the public library for
18 free, thereby turning it into a free sharing platform for its users.

19 76. Beyond the commercial and entertainment services offered to consumers,
20 MindGeek's Tubesites offer business-to-business services. MindGeek offers
21 pornography production companies the opportunity to partner with MindGeek through
22 several programs that allow MindGeek to market, sell and exploit the partners' videos in
23 exchange for splitting the profits therefrom. These programs include the "Content
24 Partner Program" and "Premium Viewshare Program."

25 ///

26 _____
27 ¹⁰ Any member of the public may upload a video to the general library on MindGeek's
28 Tubesites. There is no age verification process and MindGeek does not require any
personal information that would allow MindGeek or the authorities to locate or identify
the person who uploaded a specific video.

1 77. MindGeek describes its Content Partner Program as follows:

2 The Content Partner Program is designed for studios with a pay-
3 site to expose their content to millions of visitors. Once
4 partnered, you receive a personalized channel that includes free
5 ad space both on your channel and on your videos. Through the
6 use of video features on our homepage, your content is promoted
7 to our users which will direct traffic back to your pay-site, with
8 the intention of converting them into paying members. In turn,
9 we would receive a share of this revenue through your affiliate
program.¹¹

10 78. MindGeek claims its Content Partner Program provides “100+ milion [sic]
11 visits per day, Dedicated account reps, Most ad space in the industry, Exposure across the
12 Pornhub network (PornHub.com, YouPorn.com, RedTube.com and Tube8.com).”¹²

13 79. Pornography production companies must apply to join MindGeek’s Content
14 Partner Program. If accepted, MindGeek creates a “channel” on MindGeek’s Tube sites
15 centralizing the content partner’s videos in a single location where MindGeek’s potential
16 customers are able to search the channel for particular videos, organize them by ratings
17 and recentness, and, by subscribing to the channel, receive notifications, *e.g.*, when a
18 content partner posts a new video. MindGeek’s dedicated account representatives create
19 hyperlinked advertisements on the channel. MindGeek designs its channels to keep its
20 prospective customers interested in the content partner’s niche of pornography. The
21 longer MindGeek can keep the potential customer engaged on the content partner’s
22 channel, the longer MindGeek is able to target the potential customer with hyperlinked
23 advertisements in hopes of redirecting the potential customer to the content partner’s
24 paysite where MindGeek may then generate affiliate fees if the potential customer
25 purchases a subscription.

26 _____
27 ¹¹ See, <https://help.pornhub.com/hc/en-us/articles/360048496113-What-is-the-Content-Partner-Program->

28 ¹² See, <https://www.pornhub.com/partners/cpp>

1 80. While MindGeek’s Tubesites are predominantly freesites designed to earn
2 MindGeek affiliate fees, portions of MindGeek’s Tubesites also act as paysites through
3 MindGeek’s Premium Viewshare Program. PornHub describes this program as follows:

4 The Viewshare program, also known as Pornhub Premium, is
5 designed to earn you revenue based on the number of views your
6 content receives. In this program you will upload full-length,
7 HD videos which are locked behind our paywall, and you are
8 compensated every time a Premium user watches your video.
9 While Premium is an ad-free environment, partners receive a
10 prominent “Join” button on their channel and below their videos
11 to drive traffic back to their pay-site.

12 Are you a studio or producer without a pay-site? No problem!
13 The only requirement to be eligible for the Viewshare program
14 is that you are producing HD, adult video content.¹³

15 81. By contracting with MindGeek in its Viewshare Program, pornography
16 companies license their videos to MindGeek, which MindGeek then sells to the public
17 through the premium portion of MindGeek’s Tubesites. If MindGeek partners with a
18 company through its Content Partner Program and its Viewshare Program, MindGeek
19 also includes advertisements and hyperlinks on the content partner’s channel soliciting
20 potential customers to view the content partner’s full-length videos behind the paywall on
21 the premium portion of MindGeek’s Tubesites.

22 **c. GIRLSDOPORN SEX-TRAFFICKED YOUNG WOMEN FROM 2007 UNTIL 2019**

23 82. GirlsDoPorn started in 2006 when Pratt bought the domain
24 GirlsDoPorn.com and set out to create a paysite featuring 18 to 22-year-old women, who
25 had never appeared in a pornographic video before and did not plan to do so again.
26 GirlsDoPorn’s channels on MindGeek’s Tubesites later advertised GirlsDoPorn’s videos
27 as: “Real amateur girls having sex on video for the very first time... You will not find
28 these girls on any other website – all girls are 100% exclusive – this is the only [sic] and

¹³ <https://help.pornhub.com/hc/en-us/articles/360047765034-What-is-the-Viewshare-program->

1 only time they do porn.”

2 83. From 2007 until 2009, Pratt and Wiederhold traveled the United States
3 filming pornographic videos in hotel rooms, with Pratt as videographer and Wiederhold
4 as the male actor. In July 2009, Pratt launched the GirlsDoPorn.com website after he and
5 Wiederhold had amassed enough videos. The two continued to film victims together for
6 the next two years. In 2011, Pratt’s childhood friend from New Zealand, Wolfe, joined
7 Pratt and Wiederhold. Around this same time, Garcia replaced Wiederhold as the male
8 actor and Wiederhold began focusing on a similar website featuring older female victims,
9 MomPOV.com, that, like GirlsDoPorn, used fraud and coercion as part of its regular
10 business practices.

11 **i. GirlsDoPorn’s Fraudulent Recruiting Practices**

12 84. GirlsDoPorn niche was to film 18 to 22-year old “girls next door” having
13 sex who will never appear in another pornographic video. Consequently, GirlsDoPorn’s
14 success turned on its ability to induce a high volume of everyday high school and college
15 women with zero interest in filming Internet pornography to fly to San Diego and shoot a
16 pornographic video.

17 85. To overcome its victims’ obvious reservations, GirlsDoPorn created a
18 scheme that relied heavily on fraud, coercion and intimidation, and which it used to
19 locate and recruit all of its victims. The scheme, which GirlsDoPorn honed over the
20 years, included: (a) drawing women in through bait-and-switch advertisements for
21 clothed modeling; (b) offering (although most times never paying in full) enough money
22 to overcome the woman’s general compunction against the idea of participating in
23 pornography; (c) lying about the utmost concern the victims have—where and how the
24 video will be distributed and who will be able to see it, by claiming it would be sold on
25 DVD’s in foreign countries or given to a private collector; (d) paying and coaching fake
26 reference models to earn the victim’s trust and to reassure the victim that, like their own
27 videos that they claimed to have filmed, the victim’s video will never be online or
28 available to anyone in the United States, and that the victims will remain anonymous; (e)

1 concealing the websites and their own identities at every stage of the recruiting and
2 filming process; (f) curtailing the women's ability to investigate or discover the truth; and
3 (g) using legal threats to stifle the victims' ability to seek redress through the courts.

4 **ii. The False and Misleading Craigslist Advertisements**

5 86. GirlsDoPorn predominantly posted advertisements on Craigslist.com
6 purporting to seek young women for clothed modeling work. The facially benign
7 advertisements offered 18 to 22-year-old women with little to no modeling experience a
8 relatively large sum of money to apply for modeling jobs. The advertisements directed
9 prospective models to sham modeling websites, such as BeginModeling.com,
10 ModelingGigs.com, and ModelingWorks.com, all owned by GirlsDoPorn, and which also
11 appear to be for clothed modeling work. Neither the Craigslist.com advertisements nor
12 the sham modeling websites contained any indication that pornography was involved, let
13 alone nudity. The websites contained an application form directing the prospective
14 victims to upload pictures and provide contact information (email, phone number,
15 address).

16 87. In 2010, GirlsDoPorn admitted to using deceptive modeling advertisements
17 to lure victims to hotel rooms. The caption for a victim's video published on the public
18 portion of GirlsDoPorn's website read:

19 This smokin hot 18 y/o teen named jessica was trying too find
20 some money so that she could get a boob job done. **She**
21 **contacted us regarding an add I had placed for beauty**
22 **models wanted , having no idea it was actually for adult**
23 **videos instead ha :).** (sics in original, emphasis added.)

24 88. GirlsDoPorn continued to use bogus clothed modeling advertisements to
25 attract victims, including Plaintiffs, until it was shut down in October 2019.

26 **iii. The Deceptive Emails to get Victims to Answer Their Calls**

27 89. If the photographs submitted to the sham modeling websites and age of the
28 victim met GirlsDoPorn's criteria (attractive and under 22 years old), GirlsDoPorn would
respond with an email. GirlsDoPorn used stock emails to reach out to the victims. Since

1 the emails were in writing, GirlsDoPorn used deft wording, fake names for the
2 employees, and danced around the true nature of the job, never using the word
3 pornography, never mentioning its websites, and never disclosing where it would
4 distribute the final product. Instead, the emails stated: “[t]his is a legitimate adult gig for
5 an established Southern California company” and “[a]ll the girls that I shoot are first
6 times. I shoot cheerleaders, sorority girls, preppy college girls, IG [Instagram] models
7 with 70k followers and models of that caliber.”

8 90. If the prospective victim did not respond to this initial email, GirlsDoPorn
9 sent a follow-up email increasing the amount of pay and offering “\$300 if you want to do
10 clothed modeling” even though clothed modeling was never on the table. The entire
11 purpose of the vague emails was to get the victim to answer the phone so GirlsDoPorn
12 could begin its campaign of lies without the fear of a paper trial or to get the victim to
13 travel to a hotel where GirlsDoPorn would meet the victim, get her alone in a hotel, and
14 then coerce her into filming pornography.

15 **iv. The Lies on the Phone**

16 91. Once on the phone, GirlsDoPorn told the victim the job was for an “adult
17 video,” but immediately and falsely reassured the victim the video would never be
18 published online or seen by anyone in North America since the videos would only be
19 distributed on DVD in a foreign country, typically Australia and New Zealand. Pratt and
20 Wolfe have New Zealand accents, which helped sell this lie. GirlsDoPorn played with
21 different lies to see which were more successful. For a period of time, GirlsDoPorn told
22 its victims the videos were for a wealthy individual in Australia who commissioned the
23 video. While the details of GirlsDoPorn’s representations varied slightly, the part of the
24 message that mattered most to the prospective models remained the same— “the video is
25 not going online and no one in the United States will find out.”

26 **v. GirlsDoPorn Coached and Paid “Reference Models” to Lie to Victims**

27 92. Prospective victims were naturally skeptical of GirlsDoPorn’s promises of
28 anonymity made over the phone. However, as proof of its ability to keep the footage off

1 the Internet and out of North America, GirlsDoPorn paid other young women (referred to
2 as “reference models”) to reach out to the victim and assure her that her privacy and
3 anonymity would remain intact. The reference model—in text messages, phone calls
4 and/or over Facetime—would tell the prospective victim she had already filmed videos
5 for the company, the footage was never leaked online, and had never been discovered by
6 anyone in their lives. The reference models shared their social media accounts and other
7 personal details with the victims to earn their trust and as proof that they were who they
8 said they were. However, unbeknownst to the victim, GirlsDoPorn paid and coached the
9 references to lie about distribution and to conceal GirlsDoPorn’s true identity, as a simple
10 Google search of the term “GirlsDoPorn” leads to GirlsDoPorn’s website, hundreds of
11 videos branded with GirlsDoPorn’s logo published on MindGeek’s Tubesites freely
12 accessible to anyone in the United States, and several firsthand horror stories from
13 GirlsDoPorn’s previous victims on-Reddit, Facebook and elsewhere.

14 93. Kailyn Wright acted a reference for dozens of victims even though she knew
15 the truth about GirlsDoPorn. In the State Court Action, Wright testified that GirlsDoPorn
16 instructed her “to tell them [prospective victims] it would not be going online and that it
17 was going overseas to wealthier countries.” When asked why she told women that their
18 videos would not be released online when she knew that this was not true, Wright
19 testified, “Because that’s what they told me to say. That’s what they were paying me to
20 say.”

21 94. Amberlyn Clark, a girlfriend of Garcia’s, had never filmed a video for
22 GirlsDoPorn. She testified in the State Court Action that Garcia helped her create a fake
23 backstory about how she was from a small town, filmed several videos for the company,
24 and none were released online or in the United States. Garcia instructed Ms. Clark to tell
25 prospective models that the videos “wouldn’t be put online and that they would go to
26 private collectors” located “[o]utside of the U.S.” Garcia also advised her to assure
27 models that “no one would find out.” Finally, Garcia instructed her to never mention the
28 name GirlsDoPorn or use his real name.

1 **vi. The False Promises of Pay**

2 95. In addition to lying about distribution, GirlsDoPorn’s business practice was
3 to continue to increase the offer to the victim in order to get her to fly to San Diego for a
4 shoot, but with no intention of actually paying in full. GirlsDoPorn’s assistant, Valorie
5 Moser, who was also indicted for her actions in the sex trafficking venture, testified in the
6 State Court Action that Pratt asked her to recruit several “super hot” women that had
7 submitted applications to the fake modeling websites, but whom he and Garcia could not
8 convince to fly to San Diego. Pratt instructed Ms. Moser that, once on the phone with
9 these prospective victims, she should “[m]ake an offer of a price that was high enough to
10 get the model on a plane.” However, even before the victim arrived in San Diego, Pratt
11 had graded the victim as an “A, B, or C model” based on her attractiveness and youth,
12 and already knew GirlsDoPorn would not pay the inflated price. Once the victim was
13 alone in a hotel room in San Diego, GirlsDoPorn (usually Garcia) routinely fabricated an
14 excuse to pay the victim less, such as by claiming the victim had cellulite, bruises, scars
15 or uneven breasts. If a victim complained, GirlsDoPorn blamed the victim for submitting
16 misleading pictures and would tell the victim she would be required to pay for the cost of
17 the hotel and flight if she did not accept less. Having flown to San Diego and alone in a
18 hotel room with two agitated males, this left the victim with little choice but to accept the
19 lesser amount and proceed with GirlsDoPorn’s demands or risk the unknown.

20 **vii. Further Coercion and Deceit in San Diego**

21 96. GirlsDoPorn also coached its makeup artists, drivers, and cameramen how to
22 answer victims’ general questions about who they are or if the video will ever leak
23 online. If asked, the employees were initially instructed to confirm the video will not be
24 online. Like the fake reference models, the employees were also coached to never
25 mention GirlsDoPorn and to reassure models that everything will be fine. GirlsDoPorn’s
26 long-time and San Diego, California-based corporate attorney, Aaron Sadock, who is also
27 Pratt’s long-time personal attorney, forced all employees and contractors to sign Non-
28 Disclosure Agreements and advised them the agreements prevented them from telling

1 victims they interacted with the true nature of the business. After GirlsDoPorn was sued
2 in 2016, Sadock coached the employees how to give deceptive answers to questions
3 about distribution and the company's identity. Consequently, after June 2016, when
4 victims asked GirlsDoPorn's drivers, cameramen and makeup artists about distribution or
5 the name of the company once they arrived in San Diego, the victims received the same
6 false assurances about anonymity promised over the phone and by reference models and
7 deft, misleading responses crafted by an attorney that evaded providing any material
8 information that would alert the victim as to who the Defendants were or the true nature
9 of Defendants' intentions.

10 97. GirlsDoPorn took the models to their hotel rooms where GirlsDoPorn
11 offered alcohol and/or marijuana to the victim, regardless of her age, before the shoot and
12 encouraged her to drink or smoke in order to "loosen up." A makeup artist that
13 GirlsDoPorn coached to conceal the true nature of the shoot did the victim's makeup.

14 98. Just minutes before filming, GirlsDoPorn presented the victims with, at
15 least, one document to sign. They did not permit the women to thoroughly read or review
16 the document(s) before signing them, often times telling the victims the document(s)
17 merely confirmed the agreement they had already reached over the phone. In some other
18 instances, GirlsDoPorn told the victim the documents were "just to prove that [she is]
19 18," to show they were "not forcing [her] to do this," or "this is just about the basic
20 agreements, everything we spoke about," or "just kind of a formality." By this time, the
21 victims had been in the hotel room for over an hour and had typically consumed alcohol
22 and/or marijuana. GirlsDoPorn also intentionally waited until the last minute to present
23 the document(s) to the victim to create a false sense of urgency, telling many victims that
24 they were "behind schedule" and that the victim needed to hurry up and sign the
25 document(s). Garcia, Wolfe, and/or Pratt also got irritable and aggressive when victims
26 asked questions about the document(s) or requested time to read. GirlsDoPorn often
27 videotaped the victims as they signed the document(s). The videos, which are published
28 on MindGeek's Tubesites, show GirlsDoPorn's cameramen peppering the victims with

1 questions as the victims attempted to read the contract.

2 99. The document(s) do not directly contradict the express promises about
3 distribution; they do not clearly indicate that the videos *will* be published online on
4 GirlsDoPorn.com (which is never identified), as well as dozens of free tube sites, and
5 marketed broadly on affiliate websites. Instead, the document(s) contain broad, vague
6 release language couched in disorganized, complicated legalese and only mentions the
7 innocuously named shell entities GirlsDoPorn maintained (*e.g.*, Bubblegum Films Inc. or
8 Oh Well Media Limited) as the contracting party. Thus, Google searches done in hotel
9 rooms by several victims would lead to innocuous websites set up by GirlsDoPorn for
10 these shell entities rather than GirlsDoPorn.com or GirlsDoPorn's videos on MindGeek's
11 websites.

12 100. While filming the sexual portions of the video, some victims asked to stop,
13 but the actor and videographer would not permit it. They told women they could not
14 leave until they had the footage they wanted, often falsely saying the victim was
15 contractually obligated to finish and that she would be forced to repay them for the costs
16 of production if she did not proceed. If a victim was grimacing or showing signs of
17 distress during a scene, GirlsDoPorn would force the victim to refilm the segment, hide any
18 pain she was experiencing and act as if she were enjoying it. This often caused filming to
19 last for four or five hours. At times, Garcia or Pratt became aggressive and agitated if a
20 woman hesitated to perform an act or asked to leave. Once in the hotel room, the victims
21 lacked any feasible means of egress until GirlsDoPorn released them.

22 **viii. GirlsDoPorn's Distribution, Doxing, and its Immense Profits**

23 101. GirlsDoPorn published the full-length videos in the "members area" of its
24 paysites, GirlsDoPorn.com and GirlsDoToys.com. Once published to its paysites,
25 GirlsDoPorn used an aggressive marketing strategy to encourage as many people as
26 possible to view the videos. These efforts included partnering with MindGeek via its
27 Content Partner and Viewshare Programs.

28 ///

1 102. Further, aware that the victim's classmates, friends, and coworkers would be
2 kept on paying to view the full-length video, GirlsDoPorn intentionally sent (or
3 recklessly knew others would send) links of the victims' trailer videos on MindGeek's
4 Tubesites to social media accounts of people in the victim's social circles, including
5 friends, family, co-workers, employers, teachers, and classmates. By sending links to
6 trailer versions of the video to people who knew the victim, those people would then
7 share the links with others acquainted with the victim, thereby causing the videos to go
8 viral amongst everyone victim knew within 24 to 48 hours of the video being released.
9 By making the video go viral like this, GirlsDoPorn was able to sell monthly
10 subscriptions to customers who otherwise had zero interest in subscribing to GirlsDoPorn
11 (or any other monthly pornography paysite for that matter), but who simply wanted to see
12 the victims' full-length video out of curiosity.

13 103. GirlsDoPorn had something of a cult following. Numerous websites and
14 forums existed for the sole purpose of doxing¹⁴ GirlsDoPorn's victims. Anonymous
15 internet users ("trolls") created and congregated on online forums where the sole purpose
16 was to identify GirlsDoPorn's victims by name, glean personal information about them,
17 and harass them. The trolls shared any information they could find on the forums,
18 including the model's name, email addresses, high school, biographical information, and
19 links to the victims and their families' social media accounts. Armed with the woman's
20 social media and contact information, trolls sent links to the victim's video to people
21 connected to her on social media. Other trolls contacted the women personally to attack,
22 bully, shame, and sexually proposition them. Some trolls contacted and harassed the
23 victims' family members, friends, classmates and church members.

24 104. PornWikiLeaks.com was the most notorious doxing website in the
25 pornography business. Pornography actors worked hard to keep their personal

26 _____
27 ¹⁴ dox (däks) *slang*: to publicly identify or publish private information about (someone)
28 especially as a form of punishment or revenge. See, [https://www.merriam-
webster.com/dictionary/dox](https://www.merriam-webster.com/dictionary/dox)

1 information private so as to avoid harassment (or worse) from stalkers and trolls.
2 PornWikiLeaks.com’s business model was to publish personal information of people in
3 the pornography industry (*i.e.*, “dox” them) and charge them a fee to remove the personal
4 information.

5 105. GirlsDoPorn’s victims were doxed on PornWikiLeaks.com as early as 2012.
6 The doxing of GirlsDoPorn victims became so great in PornWikiLeaks.com’s general
7 forum that, in July 2015, PornWikiLeaks.com created a special forum dedicated solely to
8 GirlsDoPorn’s victims called, “GirlsdoPorn.com GDP Girls Do Porn Exposed real names
9 and personal family info.” By early 2016, the special forum had hundreds of thousands,
10 if not millions, of posts related to GirlsDoPorn’s victims.

11 106. In November 2015, GirlsDoPorn purchased PornWikiLeaks.com to use as a
12 marketing tool due to the high level of traffic visiting the site. In January 2016,
13 advertisements linking to GirlsDoPorn’s subscription paysites began appearing in the
14 PornWikiLeaks.com forums where the victims were being doxed.

15 107. Plaintiffs are informed and believe and allege thereon that MindGeek—like
16 everyone else in the pornography industry—was acutely aware of PornWikiLeaks.com,
17 its doxing practices, and the GirlsDoPorn special forum thereon. Some of the posts on
18 PornWikiLeaks.com were narratives from GirlsDoPorn’s victims detailing the fraud and
19 coercion used by GirlsDoPorn as part of its recruitment and filming process.

20 108. The doxing forums, virality of the videos, and publicly available videos on
21 MindGeek’s Tubesites created significant traffic to GirlsDoPorn’s paysite, where it
22 maintained ten to fifteen thousand subscribers per month.

23 109. The Federal Bureau of Investigation estimates GirlsDoPorn made over \$17
24 million from its sex trafficking operation between 2009 and 2019.¹⁵

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27 _____
28 ¹⁵ See, <https://www.justice.gov/usao-sdca/pr/girlsdoporn-owners-and-employees-charged-sex-trafficking-conspiracy>

1 **d. MINDGEEK MADE MILLIONS SELLING, MARKETING, AND EXPLOITING VICTIMS'**
2 **VIDEOS THROUGH ITS PARTNERSHIP WITH GIRLSDOPORN**

3 110. From at least 2011 until the end of 2019, MindGeek contracted with
4 GirlsDoPorn to be partners in MindGeek's Content Partner Program and Viewshare
5 Program. In so doing, MindGeek created dedicated channels for GirlsDoPorn's videos
6 on MindGeek's Tubesites containing trailer versions of the victim's videos.

7 111. Pursuant to their partnership, MindGeek hosted around 70 videos on the
8 GirlsDoPorn channel on Pornhub.com alone. As of fall 2019, those 70 videos had more
9 than 700,000 subscribers and were collectively viewed almost 700,000,000 times. The
10 GirlsDoPorn channels on YouPorn.com, Tube8.com, and RedTube.com featured
11 anywhere from 100 to 200 videos featuring sex trafficking victims, which also
12 collectively had hundreds of millions of views. By August 2019, the videos on
13 GirlsDoPorn's channels on all of MindGeek's Tubesites collectively had nearly one
14 billion views. This does total not account for the hundreds of videos featuring
15 GirlsDoPorn's victims that were also uploaded to the general libraries on MindGeek's
16 Tubesites. Many of those videos also had millions of views each.

17 112. The MindGeek-GirlsDoPorn partnership allowed MindGeek to sell, market,
18 and otherwise exploit videos featuring GirlsDoPorn's victims for its own financial gain.
19 Plaintiffs are informed and believe MindGeek generated millions of dollars in affiliate
20 fees and premium subscriptions from selling, marketing, and exploiting videos featuring
21 victims of GirlsDoPorn's sex trafficking venture, including Plaintiffs.

22 **e. MINDGEEK CONTINUED TO PARTICIPATE IN GIRLSDOPORN'S SEX TRAFFICKING**
23 **VENTURE BY MARKETING, SELLING AND EXPLOITING VICTIM'S VIDEOS YEARS**
24 **AFTER MINDGEEK LEARNED GIRLSDOPORN USED FRAUD, INTIMIDATION, AND**
25 **COERCION AS PART OF ITS CUSTOMARY BUSINESS PRACTICES**

26 113. Section 1591 defines sex trafficking as "recruit[ing], entic[ing], harbor[ing],
27 transport[ing], . . . or solicit[ing] by any means a person...knowing, or, . . . in reckless
28 disregard of the fact, that means of force, threats of force, fraud, coercion[,] or any

1 combination of such means will be used to cause the person to engage in a commercial
2 sex act.” Pursuant to subsection (e)(3) of Section 1591, a “commercial sex act” is
3 defined as “any sex act, on account of which anything of value is given to or received by
4 any person.” As early as 2009, MindGeek knew, or should have known, GirlsDoPorn
5 was using force, fraud, and coercion to get its victims to engage in commercial sex acts
6 for many different reasons.

7 **i. GirlsDoPorn Publicly Admitted to Using Fraudulent Tactics to Lure**
8 **Young Women into a Hotel Room Under False Pretenses**

9 114. First, from the time GirlsDoPorn.com launched in 2009, anyone paying the
10 slightest attention to the pornography business or doing the slightest due diligence of its
11 business partners understood GirlsDoPorn used force, fraud, and coercion to get its high
12 school and college-aged victims to appear in its pornographic videos.

13 115. As of 2010, GirlsDoPorn’s homepage indicated:

14 GirlsdoPorn is the only website that uses only 100% amateur
15 girls. There are a lot of websites out there that claim they have
16 first timers only . I myself have joined these kinda websites and
17 then days later started recognising the girls on other websites all
18 over the internet and been dissapointed . This is why I built
19 GirlsdoPorn.com here you will find nothing but amateurs. I
20 refuse too shoot any girls who have prior exerieence . All the girls
21 you will finrised d on my site are normal everyday girls you
22 would find in the city streets - malls - colleges and normal 9-5
23 jobs . I personally hunt out each and every one for your viewing
24 pleasure. You would be suphow quickly the offer of quick cash
25 turns these girls into part time pornstars. Everything you read or
26 see on this website is 100% real and true. We have no need too
27 trick or lie too you.. ENJOY GUYS ! (sics in original.)

28 GirlsDoPorn’s niche is enigmatic in that most, if not all, women would not consent to
29 appearing in a sex video that will be published on dozens of free websites that could be
30 easily accessed by friends and family. Not long after GirlsDoPorn launched its website
31 ///

1 in 2009, GirlsDoPorn publicly laughed about fraudulently inducing a victim to a hotel
2 room under the false pretense of a clothed modeling job. A caption to a video read:

3 This smokin hot 18 y/o teen named jessica was trying too find
4 some money so that she could get a boob job done. **She**
5 **contacted us regarding an add I had placed for beauty**
6 **models wanted , having no idea it was actually for adult**
7 **videos instead ha :) (sics in original, emphasis added.)**

8 These posts were available to MindGeek in 2011 when it accepted GirlsDoPorn into its
9 Content Partner Program and began selling, marketing and exploiting videos featuring
10 GirlsDoPorn's victims. Upon information and belief, MindGeek did no due diligence
11 regarding GirlsDoPorn's business practices prior to partnering with GirlsDoPorn in its
12 Content Partner Program.

13 **ii. Victims Complained Directly to MindGeek**

14 116. Second, MindGeek's Tubesites include a takedown portal where
15 GirlsDoPorn's victims repeatedly complained to MindGeek about the fraud and coercion
16 employed by GirlsDoPorn throughout the entire process and the significant emotional
17 distress and harassment they suffered as a result of MindGeek's continued publication of
18 their videos.

19 117. For example, on August 8, 2016, Jane Doe No. 11 asked MindGeek to
20 remove her video from PornHub.com by submitting the following request to
21 PornHub.com's takedown portal.

22 Reason: Im going to kill myself if this stays up here. I was
23 scammed and told this was only going to be on dvds in another
24 country. Please im begging you please ill pay!

25 Agree to Distribution: No. (sics in original.)

26 118. On August 13, 2016, Jane Doe No. 11 sent MindGeek another takedown
27 request for her video, which MindGeek published on its website, Tube8.com:

28 ///

1 They scammed me and told me it was only going to dvds in
2 another country. Please this is ruining my life.

3 119. On May 31, 2017, after MindGeek continued to publish her video on
4 PornHub.com, Jane Doe No. 11 sent another request to remove her video.

5 I WAS SCAMMED. THIS COMPANY LIED TO ME ABOUT
6 THIS BEING ON THE INTERNET! THEY TOLD ME IT
7 WOULD ONLY BE AVAILBLE ON DVD IN AUSTRALIA.
8 MY WORK FRIENDS AND FAMILY ALL KNOW AND
9 THIS VERY LINK IS BEING SENT AROUND. I WANT TO
JUST DIE (sics and capitalization in original.)

10 Jane Doe No. 11's video was on MindGeek's Tubesites until after GirlsDoPorn's
11 principals were arrested in October 2019 when MindGeek finally decided to take action.

12 120. In another instance, a victim sent a takedown request on December 14, 2016,
13 advising MindGeek:

14 I was told this video went to a private viewer, and now it is all
15 over the internet. I was lied to, and this isn't okay. I have
16 reached out to them with no response.

17 121. In January 2016, Jane Doe No. 36 submitted a content removal request to
18 MindGeek, begging to have her video removed because of the lack of consent and
19 harassment she was under.

20 That's what I am trying to explain is that I did not consent to
21 being online!!! :((((me and other girls are being brutally
22 harassed." (sics in original.)

23 122. Jane Doe No. 36 followed up with MindGeek a few days later advising the
24 Defendants she and her boyfriend were in therapy because of the continued publication of
25 the videos.

26 123. These are just some of many examples of take down requests MindGeek
27 received notifying MindGeek that GirlsDoPorn used fraud and coercion to get the women
28 to engage in commercial sex acts and the corresponding harassment and suicidal

1 tendencies the victims had as a result of the continued publication of the video. Plaintiffs
2 have been informed and believe MindGeek received dozens, if not hundreds, of similar
3 takedown requests from GirlsDoPorn victims over the years and never conducted an
4 investigation of the repeated claims of fraud or coercion perpetrated by its content and
5 viewshare partner, GirlsDoPorn.

6 **iii. Third-Parties Complained to MindGeek**

7 124. Third, in addition to hearing directly from GirlsDoPorn's victims, third party
8 "takedown companies" hired by GirlsDoPorn's victims notified MindGeek that
9 GirlsDoPorn's victims did not consent to their videos being online. Such companies exist
10 to help people remove their likenesses from the Internet. These entities send Digital
11 Millennium Copyright Act ("DMCA") takedown notices to websites publishing pictures
12 or videos obtained without consent. Many of GirlsDoPorn's victims hired takedown
13 companies to assist with the removal of their videos from the Internet, including from
14 MindGeek's Tubesites. These third-party companies sent hundreds, if not thousands, of
15 notices to MindGeek advising MindGeek that it was publishing the victim's videos
16 without the victim's consent.

17 **iv. The Obvious Fraud in the Videos**

18 125. Fourth, the content of GirlsDoPorn's videos shows GirlsDoPorn lied to the
19 young women about the publication of the video. All GirlsDoPorn videos begin with a
20 five to ten-minute "interview" of the victims. The victim's responses in the interviews
21 made clear they believed the video would not be published on the Internet or available to
22 anyone in the United States. Further, no content or dialogue in the interviews clarified
23 the production company was GirlsDoPorn or intended to post the subject videos on
24 GirlsDoPorn.com or any website, for that matter. Finally, in these interviews, the women
25 often expressed how they would be ostracized if the video were made public—something
26 MindGeek and GirlsDoPorn knew would occur *en masse* once the video was published
27 and marketed on MindGeek's Tubesites, especially considering the doxing occurring on

28 ///

1 PornWikiLeaks.com, which, as mentioned above, was a notorious website known to all in
2 the pornography industry.

3 **v. The Obvious Coercion in the Videos**

4 126. Fifth, the video content made clear the victims were subjected to coercion
5 and did not consent to all of the sex acts portrayed in the videos. Some of GirlsDoPorn's
6 videos depict victims who are in visible distress, including, in some instances,
7 bloodstained sheets and condoms. In other videos, tracks of the victim's tears can be
8 seen in the victim's makeup—the victim obviously having been in tears while the camera
9 was not rolling or having been edited out by GirlsDoPorn. In some videos, furniture can
10 be seen piled in front of the hotel room door. Since at least 2016, numerous online
11 forums available from a simple Google search of "girlsdoporn" detailed these signs of
12 duress at length.

13 **vi. The Alcohol and Drug Abuse Obvious in the Videos**

14 127. Sixth, GirlsDoPorn's victims' videos that MindGeek marketed, sold, and
15 exploited include underage women who are clearly under the influence of drugs and/or
16 alcohol based on the victim's gait, blurred eyes, and slurred speech. Alcohol and
17 marijuana paraphernalia are visibly strewn about the hotel room in the background of
18 numerous videos.

19 **vii. The Publicly Available GirlsDoPorn Admissions**

20 128. Seventh, GirlsDoPorn operated an online forum¹⁶ that includes firsthand
21 accounts of the fraudulent and coercive tactics it used. For example, the forum includes
22 an account directly from GirlsDoPorn's owners of a woman locking herself in the
23 bathroom to avoid continuing with the filming process, only to have GirlsDoPorn's
24 employees pound so hard on the door to get her to finish the video that hotel management
25 came to the room to investigate the disturbance. In the narrative, GirlsDoPorn jokes

26 ///

27
28 ¹⁶ Available at www.forum.doporn.com.

1 about taking the money it had paid the victim and mocked the victim for calling her
2 mother for help.

3 **viii. The Publicly Available Victim Survival Stories**

4 129. Eighth, numerous victims have also come forward publicly to detail the
5 force, fraud, and coercion they underwent from GirlsDoPorn. In 2016, one victim
6 published a detailed account of the fraud on Reddit. It reads:

7 One day, I answered an ad for “beginmodeling.com” and after
8 that, my life would never be the same. From the minute Johnathan
9 contacted me, I was lied to repeatedly, manipulated, and coerced
10 into filming. A fake website, fake references from “past models”,
the entire premise is a lie.

11 [...]

12 He’ll convince you that no one will ever see it, it’s for
13 Australia/foreign markets only, it’s only released on DVDs, etc.
14 I knew nothing about the industry before this, how was I to know
15 I was being naive? If you refuse, they tell you you’ll have to
16 reimburse them for the flight/hotels. You’re all alone,
17 surrounded by people you don’t know, and you only have one
choice.

18 Dre will offer to smoke with you, Johnathan will offer you a
19 drink, before you know it, they’ve got cameras out and they’re
20 recording you. They read you lines. “I am not under the
21 influence and I consent to the filming.” They’re pulling out
22 contracts. They don’t give you time to read them. “Begin
23 Modeling” is written at the top. Why? This isn’t modeling at all!
24 They give you a little script for your pre-interview. They tell you
exactly what to say if you won’t say what they want you to. It’s
all fake. They are extremely smart. And extremely manipulative.

25 [...]

26 I cry at one point. They switch angles so you can’t see my face.
27 I start to bleed. They switch again, and then abandon the sex all
28 together. “Do you know what a facial is?” I didn’t.

1 (A true and correct copy of the entire publication is attached hereto as Exhibit 2.)

2 130. Another victim detailed her account with GirlsDoPorn online explaining
3 how GirlsDoPorn lured her to San Diego under the guise of modeling only to be forced to
4 film pornography. (A true and correct copy of the entire publication is attached hereto as
5 Exhibit 3.)

6 131. In 2013, even Miss Teen Delaware fell victim to GirlsDoPorn's scheme after
7 she responded to a modeling advertisement. According to a story HuffingtonPost.com
8 published, MindGeek offered this GirlsDoPorn victim \$250,000 to be the spokeswoman
9 for the MindGeek's freesite, YouPorn.com.

10 **ix. GirlsDoPorn Provided MindGeek with Unbelievable Responses after**
11 **Victims Complained to MindGeek**

12 132. Ninth, as part of the DMCA process, when a victim sent a takedown notice
13 to MindGeek, GirlsDoPorn had the opportunity to respond. GirlsDoPorn's responses
14 were from a purported Chief Executive Officer with a clearly fake name for an entity
15 purportedly incorporated in the tiny third world nation of Vanuatu. GirlsDoPorn's
16 response to takedown notices sent to MindGeek often stated: "My name is Jordan Powers
17 and I am the CEO of BUBBLEGUM FILMS /GIRLSDOPORN.COM." The signature
18 block "Jordan Powers" responded with stated:

19 Thank you.
20 BUBBLEGUMFILMS INC
21 c/o GT Group Limited
22 1st Floor Pacific Building
23 Port Vila, Vanuatu 65774
24 DMCA@MOMPOV.COM

25 133. Furthermore, on information and belief, neither "Bubblegum Films, Inc."
26 nor any other dubious Vanuatu entities GirlsDoPorn used was a party to GirlsDoPorn's
27 contracts with MindGeek for the Content Partner Program and Viewshare Program.
28 Rather, on the GirlsDoPorn side, the parties and signatories to these agreements were
Pratt and/or his San Diego, California-based GirlsDoPorn entity, BLL Media, Inc.

1 GirlsDoPorn also listed Bubblegum Films, Inc. and the Vanuatu address as its 2257
2 location. Consequently, MindGeek was aware that GirlsDoPorn maintained a fake
3 international front for its operation out of a tiny remote island in the Pacific.

4 134. In the event the above dubious correspondence was not unbelievable
5 enough, in 2011, media widely publicized that authorities shut down GT Group Limited,
6 which purportedly incorporated Bubblegum Films, Inc., because it was a criminal
7 operation helping launder money for criminal enterprises, such as drug cartels and
8 gunrunners.¹⁷

9 x. **The Publicity of, and MindGeek's Participation in, the State Court**
10 **Action**

11 135. Tenth, on June 2, 2016, four plaintiffs sued GirlsDoPorn for fraud and
12 privacy claims in the State Court Action. By March 2017, there were twenty-two (22)
13 plaintiffs in that case. The lawsuit garnered significant press, some of which targeted
14 MindGeek's role in publishing the victims' videos. Each of the plaintiffs in the State
15 Court Action filed numerous public declarations detailing the fraud and coercion they
16 underwent. As early as 2017, the San Diego Superior Court found plaintiffs were more
17 likely than not going to prevail at trial.

18 136. On September 19, 2017, the plaintiffs in the State Court Action served
19 MindGeek with a subpoena seeking documents related to takedown requests for
20 PornHub.com, YouPorn.com, and Redtube.com. Later in the action, GirlsDoPorn
21 designated MindGeek's very own DMCA attorney, Lawrence Walters, as an expert on
22 affiliate marketing issues. Plaintiffs in that action deposed Mr. Walters. He was
23 scheduled to testify in persona but did not appear after the criminal charges were filed.

24 137. Further, in January 2019, the San Diego Superior Court found there was a
25 "substantial probability" plaintiffs would prevail on their fraud claims, which, under
26 California law, required clear and convincing evidence of the fraud. Based on the
27

28 ¹⁷ See, *Inside the shell: Drugs, arms and tax scams*, available at
<https://www.icij.org/investigations/offshore/geoffrey-taylor/>

1 findings, the San Diego Superior Court issued an order allowing plaintiffs to do pretrial
2 financial discovery for punitive damages under Civil Code section 3295.

3 138. Despite its knowledge of the ongoing State Court Action, MindGeek
4 continued to publish and profit from the GirlsDoPorn victim's videos, completely
5 ignoring the dozens of public declarations and hard evidence of its fraud and coercion.

6 **xi. MindGeek Attempted to Purchase GirlsDoPorn During the State Court**
7 **Action**

8 139. Eleventh, upon information and belief, around 2018, while the State Court
9 Action was pending, MindGeek entered into a Letter of Intent with GirlsDoPorn seeking
10 to purchase GirlsDoPorn's video library and that, during the due diligence for this
11 prospective acquisition, MindGeek further learned of the fraud and coercion GirlsDoPorn
12 use to recruit and groom its victims causing MindGeek to back out of the purchase.
13 MindGeek continued to partner with GirlsDoPorn pulling out of the transaction.

14 **f. MINDGEEK DESIGNED ITS INTERNAL POLICIES AND PROCEDURES TO**
15 **WILLFULLY KEEP ITS EMPLOYEES AND OFFICERS IGNORANT OF THE PERVASIVE**
16 **AMOUNT OF SEX TRAFFICKING VICTIMS' VIDEOS BEING MARKETED, SOLD AND**
17 **EXPLOITED ON ITS WEBSITES**

18 140. Plaintiffs are informed and believe that, from 2011 until October 2019,
19 MindGeek had no policies or procedures to investigate prospective content partners'
20 business practices or reputation prior to accepting the partner into its Content Partner,
21 Program or Viewshare Program. Consequently, MindGeek had no idea if the videos it
22 marketed, sold, and exploited under those programs featured victims of sex trafficking,
23 rape, or were underage. Further, upon information and belief, from 2011 until 2019,
24 MindGeek had no policies or procedures to investigate allegations of sex trafficking
25 committed by its content partners or standards by which its contents partners would be
26 held to remain in such programs.

27 141. Upon information and belief, even after it partnered with GirlsDoPorn,
28 MindGeek never investigated or questioned GirlsDoPorn about its business practices

1 despite MindGeek obtaining knowledge of GirlsDoPorn’s fraudulent and coercive
2 practices detailed in the victims’ complaints, public accounts of abuse, or in the State
3 Court Action filings and testimony.

4 142. Plaintiffs are informed and believe, from 2009 until October 2019,
5 MindGeek did not employ enough properly trained content moderators to review the
6 footage on its websites for acts of sex trafficking, rape or underage women. Further,
7 upon information and belief, MindGeek failed to have any internal policies or procedures
8 requiring content partner account representatives (such as those working directly with
9 GirlsDoPorn) to report evidence of sex trafficking the representatives discovered in their
10 dealings with the content partners to anyone else within the organization.

11 V.

12 **HISTORY AND PURPOSE OF SECTION 1595**

13 143. Congress designed the Trafficking Victims Protection Reauthorization Act
14 (“TVPRA”) to deter and punish, both criminally and civilly, sex traffickers and third
15 parties who benefit from sex trafficking ventures. When Congress enacted Section 1595
16 in 2003, the statute created a civil private right of action for victims against “the
17 perpetrators” of the sex trafficking. In 2008, Congress broadened the scope of Section
18 1595 to include *third parties* who knew, *or should have known*, they were profiting a sex
19 trafficking venture. Section 1595 currently states:

20 An individual who is a victim of a violation of this chapter may
21 bring a civil action against the perpetrator (**or whoever**
22 **knowingly benefits, financially or by receiving anything of**
23 **value from participation in a venture which that person knew**
24 **or should have known has engaged in an act in violation of**
25 **this chapter**) in an appropriate district court of the United States
and may recover damages and reasonable attorney’s fees.

26 ///

27 ///

28 ///

1 18 U.S.C. § 1595(a) (emphasis added).¹⁸

2 144. In 2015, the First Circuit Court of Appeal held the Communications
3 Decency Act (47 U.S.C. § 230) (“**Section 230**”) provided immunity to online companies
4 for Section 1595 lawsuits even if the company knowingly assisted sex traffickers. See,
5 *Doe v. Backpage.com, LLC*, 817 F.3d 12 (1st Cir. 2016). However, the First Circuit
6 concluded by recommending any solution be made through the legislature. *Id.* at 29.

7 145. As a result of the decision in *Backpage.com*, Congress amended Section 230
8 as part of the Fight Online Sex Trafficking Act (“FOSTA”). Section 230 now states it
9 shall have “[n]o effect on sex trafficking law,” and shall not “be construed to impair or
10 limit...any claim in a civil action brought under section 1595 of title 18, if the conduct
11 underlying the claim constitutes a violation of section 1591 of that title.” *Id.* The
12 amendment to Section 230 is retroactive, applying “regardless of whether the conduct
13 alleged occurred, or is alleged to have occurred, before, on, or after ... enactment.” See,
14 *132 Stat. 1253, § 4(b)*; see also, *Woodhull Freedom Found. v. United States*, No. 18-
15 5298, 2020 WL 398625 (D.C. Cir., June 24, 2020).

16 **VI.**

17 **CAUSE OF ACTION**

18 **18 U.S.C. § 1595**

19 **(All Plaintiffs Against All Defendants)**

20 146. Plaintiffs incorporate by reference and reallege each and every allegation
21 contained above, as though fully set forth herein.

22 147. GirlsDoPorn was a “sex trafficking venture” within the meaning of Section
23 1595. GirlsDoPorn recruited, enticed, harbored, transported, provided, obtained,
24 advertised, maintained, patronized, and solicited Plaintiffs knowing a combination of
25

26 ¹⁸ “Section 1595 opened the door for liability against facilitators who did not directly
27 traffic the victim, but benefitted from what the facilitator should have known was a
28 trafficking venture.” *Marriott Int’l, Inc.*, 2020 WL 1939678, *supra*, at *7, quoting
Gallant Fish, *No Rest for the Wicked: Civil Liability Against Hotels in Cases of Sex
Trafficking*, 23 BUFF. HUM. RTS. L. REV. 119, 138 (2011).

1 force, threats of force, fraud, coercion, and threatened abuse of law and legal proceedings
2 would be used to get Plaintiffs to engage in commercial sex acts. GirlsDoPorn had a
3 custom and practice of using force, threats of force, fraud, coercion, and threatened abuse
4 of legal proceedings as part of its recruiting and filming practices and used such practices
5 in recruiting the overwhelming majority, if not all, of its victims.

6 148. Plaintiffs are all victims of GirlsDoPorn's sex trafficking venture within the
7 of meaning of Section 1591. GirlsDoPorn used fraud, coercion and intimidation to get
8 Plaintiffs to perform sex acts, which GirlsDoPorn filmed, and then distributed on
9 MindGeek's Tubesites through MindGeek's Content Partner and Viewshare Programs.
10 Plaintiffs were all trafficked after January 2011.

11 149. As early as July 2009, and definitely by June 2016, MindGeek knew or, at
12 the bare minimum, should have known, GirlsDoPorn operated a sex trafficking venture
13 that wholly relied on a combination of force, threats of force, fraud, and coercion to get
14 its victims (everyday high school and college women) to engage in commercial sex acts
15 on film.

16 150. MindGeek knowingly benefitted from and participated in GirlsDoPorn's sex
17 trafficking venture by, among other things:

- 18 a. partnering with GirlsDoPorn through its Content Partner Program and
19 Viewshare Program;
- 20 b. marketing, selling, and exploiting videos featuring victims of
21 GirlsDoPorn's sex trafficking venture;
- 22 c. earning millions of dollars in affiliate fees and premium subscriptions
23 from videos featuring GirlsDoPorn's victims, including Plaintiffs' videos; and
- 24 d. hosting GirlsDoPorn's victims' videos in the general library of its
25 freesites, which resulted in increased web traffic to MindGeek's Tubesites which, in turn,
26 generated affiliate fees and subscriptions from third party paysites and MindGeek's own
27 paysites, such as Brazzers.com and RealityKings.com.

1 151. As a proximate result of MindGeek's knowing financial benefit and
2 participation in GirlsDoPorn's sex trafficking venture, Plaintiffs have suffered damages,
3 including, but not limited to, severe emotional distress, significant trauma, attempted
4 suicide, and social and familial ostracization. Further, MindGeek has received ill-gotten
5 gains by selling, marketing and exploiting videos featuring Plaintiffs' likenesses.

6 152. Plaintiffs are informed and believe and thereon allege MindGeek's
7 employees, officers, directors and/or managing agents had knowledge of GirlsDoPorn's
8 sex trafficking venture or recklessly disregarded such.

9 153. MindGeek's actions were intentional, malicious, fraudulent, oppressive,
10 outrageous, despicable, and taken in reckless disregard of the Plaintiffs' rights. Plaintiffs
11 are entitled to punitive damages to punish MindGeek for its actions and to deter others
12 from acting similarly in the future.

13 **VII.**

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiffs demand judgment in their favor and against the
16 Defendants, jointly and severally:

- 17 a. Awarding Plaintiffs compensatory damages in an amount that exceeds one
18 million dollars for each plaintiff;
- 19 b. Awarding Plaintiffs restitution for all monies MindGeek earned marketing,
20 selling and exploiting Plaintiffs' videos;
- 21 c. Awarding Plaintiffs punitive damages in an amount that exceeds one million
22 dollars per plaintiff;
- 23 d. Awarding Plaintiffs their attorney fees;
- 24 e. Awarding Plaintiffs their costs and expenses;
- 25 f. Awarding Plaintiffs pre-judgment and post-judgment interest;
- 26 g. Permanently enjoining the Defendants from hosting Plaintiffs' videos and/or
27 profiting therefrom;
- 28

1 h. Declaring Mindgeek, S.a.r.l., MG Freesites, Ltd., and Mindgeek USA
2 Corporation as alter egos; and

3 i. Granting such other and further relief as this Court deems just and equitable.

4 **VIII.**

5 **DEMAND FOR JURY TRIAL**

6 Plaintiffs demand a jury trial for all triable issues of fact.

7 RESPECTFULLY SUBMITTED:

8
9 Dated: December 15, 2020

By: s/ Brian M. Holm
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11 John. J. O'Brien
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