

1 Ed Chapin (State Bar No. 53287)
2 SANFORD HEISLER SHARP, LLP
3 655 West Broadway, Suite 1700
4 San Diego, CA 92101
5 t. 619.577.4253
6 e. echapin@sanfordheisler.com

5 John J. O'Brien (State Bar No. 253392)
6 THE O'BRIEN LAW FIRM, APLC
7 750 B Street, Suite 1610
8 San Diego, CA 92101
9 t. 619.535.5151
10 e. john@theobrienlawfirm.com

8 Brian M. Holm (State Bar No. 255691)
9 HOLM LAW GROUP, PC
10 12636 High Bluff Drive, Suite 400
11 San Diego, CA 92130
12 t. 858.707.5858
13 e. brian@holmlawgroup.com

12 **Attorneys for Plaintiffs**

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

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

16 Plaintiffs,

17 v.

18 GIRLSDOPORN.COM, a business organization,
19 form unknown; MICHAEL J. PRATT, an
20 individual; ANDRE GARCIA, an individual;
21 MATTHEW WOLFE, an individual; BLL MEDIA,
22 INC., a California corporation; BLL MEDIA
23 HOLDINGS, LLC, a Nevada limited liability
24 company; DOMI PUBLICATIONS, LLC, a
25 Nevada limited liability company; EG
26 PUBLICATIONS, INC., a California corporation;
27 M1M MEDIA, LLC, a California limited liability
28 company; BUBBLEGUM FILMS, INC., a business
organization, form unknown; OH WELL MEDIA
LIMITED, a business organization, form unknown;
M1M MEDIA, INC., a California corporation;
M1M MEDIA HOLDINGS, LLC, a Nevada
limited liability company; and ROES 1 - 550,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

07/15/2019 at 01:58:00 PM

Clerk of the Superior Court
By E- Filing, Deputy Clerk

LEAD CASE NO.:

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

CONSOLIDATED WITH:

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

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

PLAINTIFFS' TRIAL BRIEF

Judge: Hon. Kevin Enright

Dept.: 904

Trial Date: June 24, 2019

1 I.

2 INTRODUCTION

3 Plaintiffs Jane Doe Nos. 1-22 (“Plaintiffs”) hereby submit the following Trial Brief providing
4 this Court with some factual background regarding the nature of their claims and authority for legal
5 issues that arise from Plaintiffs’ causes of action for fraud (all four species under Civ. Code § 1710),
6 misappropriation of likeness (Civ. Code § 3344 and common law), fraudulent transfer (Civ. Code 3439
7 *et seq.*) and declaratory relief.

8 II.

9 PARTIES, WITNESSES, ENTITIES AND WEBSITES

10 **Plaintiffs:** Plaintiffs are twenty-two women from all over North America who responded to
11 Defendants’ modeling advertisements on Craigslist. They filmed videos for Defendants when they were
12 18 to 23 years old. Notably, Defendants force 23-year-old women to lie during the filming to give the
13 impression that they are younger.

14 **Defendant Michael Pratt (“Pratt”):** Pratt is the sole owner of the website where Plaintiffs’
15 videos are published—www.GirlsDoPorn.com. Over the years Pratt has transferred the ownership of
16 the website to various entities, but he has controlled them all and is one of two people that have the
17 password for the administrative portal to the website to control its contents. Pratt was born and raised in
18 New Zealand and came to the United States to start filming pornography around 2007. He is in charge
19 of Defendants’ whole operation. The proverbial buck stops with him.

20 **Pratt’s Entities:** Since 2013, Pratt has owned more than a dozen US and foreign entities that he
21 has used to operate his pornographic websites. These entities include but are not limited to: Oh Well
22 Media Limited (100%), BLL Media, Inc. (100%), BLL Media Holdings, LLC (100%), EG Publications,
23 Inc. (100%), UHD Productions, LLC (100%), Tech Media Limited (100%), M1M Media, Inc. (50%),
24 M1M Media, LLC (50%), Domi Publications, LLC (50%), and Sidle Media Limited (50%). An entity
25 chart is attached hereto as Exhibit A to assist the Court.

26 **Defendant Matthew Wolfe (“Wolfe”):** Wolfe is Pratt’s childhood friend who was also born
27 and raised in New Zealand. Wolfe has assisted Pratt with his pornography ventures since at least 2008.
28 Wolfe came to the United States around 2011 to assist Pratt on a full-time basis. Wolfe owns Merro

1 Media, Inc. (100%), Merro Media Holdings, LLC (100%), Torque Asset Management Limited (100%),
2 Sidle Media Limited (50%), and M1M Media, Inc. (50%). Wolfe is also a 50% owner of the spin-off
3 website www.GirlsDoToys.com that he and Pratt created around 2014.

4 **Douglas Wiederhold (“Wiederhold”)**: In 2007, Pratt hired Wiederhold to be the actor in the
5 pornographic films Pratt would film and publish on www.GirlsDoPorn.com. In 2010, Pratt and
6 Wiederhold started a spin-off website called www.MomPOV.com. Pratt and Wiederhold operate this
7 website through defendant entity DoMi Publications, LLC (“Do” stands for “Doug”; “Mi” stands for
8 “Mike”), splitting the profits 50/50.

9 **Defendant Andre “Dre” Garcia (“Garcia”)**: In 2011, Garcia replaced Wiederhold (who began
10 focusing on www.MomPOV.com) as the primary male actor in the videos published on
11 www.GirlsDoPorn.com. Over the years, Garcia has become heavily involved in recruiting victims.
12 During recruiting, Garcia goes by the fake name “Jonathan” and uses the email address
13 jobs@beginmodeling.com. Defendants admit Garcia is an employee of BLL Media, Inc. Garcia is paid
14 a salary and earns commissions for each victim he recruits. By his position as both a recruiter and male
15 actor, Garcia has been the primary mouthpiece for Defendants’ lies—lying over the phone during
16 recruiting and then confirming the lies in the hotel room when presenting contracts. Garcia refused to
17 answer a single question at deposition, invoking his Fifth Amendment privilege for fear of incriminating
18 himself.

19 **www.GirlsDoPorn.com**: This is Pratt’s subscription website where he publishes full length and
20 “Behind the Scenes” videos of Plaintiffs and hundreds of other women who are billed as college-aged
21 amateurs appearing in their one and only pornographic video. Based in San Diego, Pratt has used his
22 web of foreign and domestic entities to operate this website. Regardless of which entity is being used,
23 Pratt has been entitled to 100% of the profits generated by the website. The majority of Defendants’
24 revenue is generated by www.GirlsDoPorn.com. Pratt then uses those funds to recruit, film, and publish
25 videos on the other subscription websites he owns—www.GirlsDoToys.com (50/50 with Wolfe) and
26 www.MomPOV.com (50/50 with Wiederhold). Defendants cross-advertise for all three websites.

27 **www.MomPOV.com**: In 2010, Pratt and Wiederhold (the male actor Pratt was paying hourly to
28 appear in videos for www.GirlsDoPorn.com) launched a spin-off website called www.MomPOV.com.

1 This website follows the same premise as www.GirlsDoPorn.com but features amateur women over 35
2 years old—i.e. “Moms”. “POV” stands for “point of view,” which is type of pornography where the
3 camera is positioned to capture the video from the male’s point of view—the cameraman is also the
4 actor. Around 2014, Wiederhold moved to Las Vegas but continued to recruit and film videos for
5 www.MomPOV.com. Pratt, remained in San Diego and used his San Diego employees to recruit and
6 film videos for www.MomPOV.com, which has been called the “sister” website to
7 www.GirlsDoPorn.com.

8 **www.GirlsDoToys.com:** Wolfe and Pratt are 50/50 partners in a spin off website they formed in
9 2014 called www.GirlsDoToys.com featuring 18 to 22-year-old women using sex toys. Defendants
10 recruit their victims to fly to San Diego to film a “boy-girl” video that they publish on
11 www.GirlsDoPorn.com and a “solo” video they publish on www.GirlsDoToys.com. A few of the
12 plaintiffs filmed videos for both www.GirlsDoPorn.com and www.GirlsDoToys.com once they were
13 flown to San Diego.

14 **Kevin Holloway (Deceased):** Kevin Holloway is a man out of Wichita, Kansas who assisted
15 Pratt with setting up his international web of entities and bank accounts. Although Holloway was an
16 attorney, Pratt and Wolfe both deny that Mr. Holloway represented them or their entities as an attorney.
17 Instead, Pratt and Wolfe testified that Mr. Holloway was a “business partner” and “mentor.” In reality,
18 Mr. Holloway is simply a person that sets up foreign entities and bank accounts for people looking to
19 evade taxes and launder money.

20 Once Mr. Holloway’s name surfaced in discovery, both Wolfe and Pratt falsely claimed Mr.
21 Holloway owned Oh Well Media Limited and Sidle Media Limited. Based on this lie, Plaintiffs served
22 Mr. Holloway in September 2018 to ensure this Court had jurisdiction over the entities. Mr. Holloway
23 died about a month later. When Plaintiffs alerted Defendants that they had served Mr. Holloway,
24 Defendants falsely claimed that there were actually *two* Kevin Holloways—the *Wichita* Kevin
25 Holloway, who was involved early (indeed his name and Wichita address are on Pratt’s corporate
26 filings) and had not been involved recently, and a *second* Kevin Holloway who lives in Brisbane,
27 Australia. The “second Kevin Holloway” theory is as ridiculous as it sounds. It is a clear effort by Pratt
28 to protect the video rights he has transferred to this company, which are the subject of Plaintiffs’

1 fraudulent transfer cause of action. Importantly, Kevin Holloway set up Pratt’s Vanuatu entities as part
2 of his web of international entities and illegally owned entities and bank accounts for Pratt until Pratt
3 was able to get his US citizenship.

4 **Pratt’s Vanuatu Entities:** Vanuatu is a tiny island nation off the Northeast Coast of Australia.
5 What the Caymans are to the Caribbean, Vanuatu is to the South Pacific—i.e. a tax-free offshore money
6 laundering haven. When Pratt started his venture in 2006, Mr. Holloway incorporated Clockwork
7 Productions, Inc. (a Nevada entity), BA Entertainment Pty Ltd, (an Australian entity), and Bubblegum
8 Films, Inc., a Vanuatu entity set up through the infamous GT Group, Ltd., an outfit that was shut down
9 by international authorities in 2011 for helping several criminal syndicates launder money. Pratt admits
10 to owning Bubblegum Films, Inc., an entity Pratt used to contract with his victims until around 2015.

11 In 2015, Mr. Holloway had three new Vanuatu entities incorporated for Pratt and Wolfe to
12 replace Bubblegum Films, Inc. These include defendants Oh Well Media Limited (100% owned by
13 Pratt), Torque Asset Management Limited (100% owned by Wolfe), and Sidle Media Limited (50%
14 Torque Asset Management (i.e. Wolfe) and 50% Oh Well Media Limited (i.e. Pratt)).

15 In order to conceal their ownership of the Vanuatu entities, Pratt and Wolfe make monthly wire
16 transfers to a company in Vanuatu that provides “nominee directors” services for Oh Well Media
17 Limited, Sidle Media Limited, and Torque Asset Management Limited. The nominee directors are
18 locals in Vanuatu that are paid act as the corporations’ directors. The nominee directors are vested with
19 the authority to control the entities but do so for the benefit of the Pratt and Wolfe. This setup allows
20 Pratt and Wolfe (and others looking to anonymously own offshore entities) to keep their names out of
21 the public filings for Oh Well Media Limited, Sidle Media Limited, and Torque Asset Management
22 Limited. Leah Toureleo, her husband Basil Boe, and Abigail Kalopong are the nominee directors for
23 Torque Asset Management Limited, Sidle Media Limited, and Oh Well Media Limited, respectively.
24 Pratt falsely testified under oath that he had no interest in Oh Well Media Limited.

25 **Aaron Sadock:** Mr. Sadock has been Pratt’s corporate attorney since at least 2012. Since then,
26 Mr. Sadock has been involved with the companies’ daily operations and has extensive knowledge of
27 Pratt’s web of entities, the agreements amongst the many entities, license agreements for the entities,
28 lawsuits Pratt’s entities have been involved in, complaints lodged by victims of Defendants’ scheme

1 (e.g. Mr. Sadock wrote letters or emails to Jane Doe Nos. 1, 11, and 17 after they complained they were
2 defrauded), documents maintained by the entities, and the DMCA (Digital Millennium Copyright Act)
3 work for Defendants. Mr. Sadock’s work for Defendants includes responding to DMCA takedown
4 requests victims file with Tube Sites and Affiliates Sites (defined below) asking them to remove the
5 videos because they were defrauded by Defendants into believing the videos would never be published
6 online. Mr. Sadock and his firm, Panakos Law APC, respond to victims’ takedown requests by
7 demanding that the websites keep the videos on the websites, claiming victims’ takedown requests are
8 fraudulent. By being Defendants’ corporate attorney over the years, Mr. Sadock has amassed
9 voluminous relevant documents, communications, and percipient knowledge.

10 **Valorie Moser:** Pratt hired Valorie Moser to act as his companies’ office manager in 2015.
11 Since then, Ms. Moser’s role has expanded, including picking up and dropping off victims from the
12 airport, keeping books for the companies, a short stint recruiting, and taking the victims to get their hair
13 and makeup done.

14 **Alex Martinez:** Mr. Martinez provided DMCA services for Defendants, meaning he searched
15 the Internet forty hours per week looking for websites that were pirating Defendants’ videos. Mr.
16 Martinez would then work with Aaron Sadock and his law firm to send DMCA takedown notices to the
17 pirates who steal and republish Defendants’ videos.

18 **Theodore “Teddy” Gyi (Cameraman):** Matthew Wolfe served as the cameraman from around
19 2012 until 2015. Around this time, Defendants hired Teddy Gyi to film the boy-girl scenes while Wolfe
20 focused on recruiting and filming www.GirlDoToys.com. Mr. Gyi was present in the hotel room for
21 many shoots. However, Garcia would often ask him to leave the room while Garcia paid the models and
22 presented the contracts.

23 III.

24 BACKGROUND OF DEFENDANTS AND THEIR SUBSCRIPTION WEBSITES

25 a. The Beginnings of www.GirlsDoPorn.com

26 Michael Pratt graduated high school in New Zealand in 2000. Pratt immediately entered the
27 pornography business by developing “affiliate websites” (www.KuteKittens.com,
28 www.TeenieFlix.com, and www.WickedMovies.com) that earned commissions by directing web

1 traffic to subscription pornography websites. Pratt’s website, www.TeenieFlix.com was an affiliate
2 website for a website called www.ExploitedTeens.com, which happens to use the exact same business
3 model and format as www.GirlsDoPorn.com—amateur teens appearing in videos filmed in hotel rooms.

4 In 2006, Pratt decided to begin producing pornography for his own subscription website,
5 www.GirlsDoPorn.com, which would feature amateur girls 18 to 22 years old who have never filmed
6 pornography before and will never do so again. In 2006 and 2007, an Australian named Lindsay Probin
7 and a Kansan named Kevin Holloway assisted Pratt in setting up a web of international entities through
8 which Pratt (who was not a citizen of the United States at the time) could direct revenues to himself.
9 Once his web of entities was set up, Pratt came to America to film the videos to avoid Australia and
10 New Zealand’s strict regulation of the pornography industry.

11 Once in America, Pratt published a Craigslist advertisement seeking a male to act in the videos,
12 which Pratt would film. Pratt found Doug Wiederhold and the two have been partners ever since.
13 Indeed, defendant DoMi Publications, LLC, is a combination of the first two letters of their first names.
14 From 2007 until 2009, Wiederhold and Pratt traveled from city to city filming videos of amateur girls in
15 hotel rooms across the United States. After two years of filming videos, Pratt and Wiederhold had
16 amassed enough videos to launch www.GirlsDoPorn.com as a subscription website.

17 **b. Defendants’ Online Presence is Massive**

18 www.GirlsDoPorn.com is a subscription website boasting that it features “Real amateur girls
19 having sex on video for the very first time... You will not find these girls on any other website - all girls
20 are 100% exclusive - this is the one and only time they do porn.” Though limited pictures of the videos
21 (called Thumbnails) are accessible to the public for free, once a subscription is purchased, the subscriber
22 gains access to all the video content. CCBill and Epoch are credit card processing companies that
23 process the subscription revenues for Defendants. The money is directed from these credit card
24 processors into Defendants’ web of entities and ultimately ends up in Pratt’s pockets.

25 In order to advertise for the subscription website, Defendants publish five-minute clips of their
26 videos on some of the most highly trafficked websites in the world, including but not limited to
27 PornHub.com (6th most trafficked website in the United States), xVideos.com (7th most trafficked),
28 www xnxx.com (8th most trafficked), www.xHamster.com (17th most trafficked), YouPorn.com (40th

1 most trafficked), and Redtube.com (64th most trafficked).¹ These free websites where Defendants’
2 publish clips of their videos are commonly referred to as “Tube Sites,” which are websites that are
3 modeled after YouTube.com where videos can be published for free. Defendants create “Channels” on
4 the Tube Sites where all of Defendants’ videos can be found. The videos on their Channels have
5 collectively been viewed well over 1 *billion* times for free by people all over the world. This total does
6 not account for the hundreds of millions of views Defendants’ videos receive after a pirate has published
7 them for free on a Tube Site or elsewhere.

8 In addition to publishing their videos on the highly popular Tube Sites, Defendants also choose
9 to use CCBill and Epoch’s “affiliate” programs. Under these programs, Defendants allow third parties
10 to use their videos for websites that direct traffic to Defendants’ subscription websites. Just like the
11 Tube Sites, the “Affiliate Websites” feature short clips of Plaintiffs’ videos containing Defendants’
12 watermarks signifying they are the property of www.GirlsDoPorn.com. The allure of free five-minute
13 clips of pornography published on the Affiliate Websites lures traffic to the site where visitors are
14 inundated with advertisements and hyperlinks directing visitors to Defendants’ Subscription Websites.
15 The owners of the Affiliate Websites (which include third parties and the Defendants themselves)
16 register their websites with CCBill and Epoch. When a visitor subscribes to one of Defendants’
17 Subscription Websites, CCBill and Epoch will pay a commission (usually 50% of the lifetime of that
18 subscription) to the owner of the Affiliate Website if the visitor was directed to Defendants’
19 Subscription Website by an Affiliate Website. CCBill and Epoch knows who to credit with the
20 commission by tracking the visitor’s internet history.

21 Affiliate Websites often have similar sounding Domain Names as the Subscription Websites for
22 which they direct traffic. For example, www.girls-do-porn.com is an Affiliate Website that contains
23 five-minute clips of Defendants’ videos, including Plaintiffs’ videos, to direct traffic to their
24 Subscription Websites. There is no formal license agreement allowing the Affiliate Websites to use
25 Defendants’ videos or registered trademarks. Defendants, however, do not seek to enforce their
26 trademarks or copyrights because the Affiliate Websites create more traffic to their Subscription

27 ¹ See *Top Website Rankings*, SIMILARWEB, <https://www.similarweb.com/top-websites/united-states> (last
28 updated May 1, 2019). For reference, the top five most trafficked websites in America are 1)
Google.com, 2) YouTube.com, 3) Facebook.com, 4) Amazon.com, and 5) Yahoo.com.

1 Websites and, to use Defendants’ own words, “more traffic, more sales.” Defendants can turn off
2 CCBill and Epoch’s affiliate programs but refuse to do so because it earns them more money.

3 Additionally, Defendants generate web traffic to their Subscription Websites by operating
4 several blogs and forums discussing the women that appear in their videos. Defendants even opened a
5 GirlsDoPorn blog on Reddit, the 13th most trafficked website in the United States. Defendants also
6 created Forum.DoPorn.com, where Defendants publish short clips of videos and photographs of their
7 victims. Fifty thousand registered members and the public at large then discuss the clips, photographs,
8 and gifs (one second video files) published by Defendants and make recommendations to Defendants
9 about what they would like to see next. The content is publicly available for free.

10 These forums are also the breeding grounds for much of the online harassment endured by
11 Defendants’ victims, including Plaintiffs. Since being launched in 2009, www.GirlsDoPorn.com has
12 grown in popularity and has generated a cult-like following of hobbyists/stalkers who obsess over the
13 amateur women featured in the videos. Dozens of websites, forums, and message boards exist dedicated
14 solely to publishing victims’ real names, hometowns, social media accounts, photographs, and other
15 personal information.

16 In July 2015, Defendants began publishing their victims’ personal information (names, links to
17 social media accounts, hometowns, pictures, etc.) *en masse* to a website called PornWikileaks.com
18 (modeled after the now-infamous WikiLeaks.com) where people are encouraged to publish private
19 information about people in the porn business. The evidence overwhelmingly indicates that Defendants
20 were responsible for the release of their victims’ information. Documents from GoDaddy.com (a
21 Domain Registry) indicate, in November 2015, the administrative control of PornWikiLeaks.com was
22 transferred to a person using the email address mike@bll-media.com--a known email used by Pratt.
23 After Pratt obtained control over the administrative portion of the website, none of the information
24 regarding Defendants’ victims was taken down, and in January 2016, advertisements for
25 GirlsDoPorn.com with hyperlinks began appearing in posts on PornWikileaks.com. Plaintiffs filed this
26 lawsuit on June 2, 2016. Not coincidentally, within a few days, all the information about Defendants’
27 victims was removed. There are countless other websites dedicated to identifying Defendants’ victims
28 with such names as <http://girlsdropornidreal.blogspot.com/> and www.namethatpornstar.com.

1 Defendants' videos on PornHub.com alone have been viewed 667,612,456 times since 2011.
2 Defendants' videos on xVideos.com have been viewed 132,651,938 times since 2011. Put simply,
3 Defendants online presence is massive.

4 **c. The Victims' Videos Go Viral Within 48 Hours of Being Released; the Internet is Full of**
5 **Horror Stories from Defendants' Victims**

6 Given Defendants' marketing structure, within 48 hours of Defendants releasing a victim's
7 video, the video goes viral—links to the free clips of the video are quickly sent to people in the victim's
8 network—classmates, coworkers, friends, and family, and the video spreads like wildfire. Hobbyists
9 and stalkers in the forums, blogs, and chatrooms publish the victim's social media and private
10 information seeking to "out" the victim as a whore, slut, or prostitute. In a matter of days, the video has
11 been shared and viewed amongst everyone in the victim's college, high school, hometown, and place of
12 employment. The victim's name is then added to the countless lists that exist on the Internet that
13 methodically identify Defendants' victims in chronological order by episode number.

14 It is not a matter of "if" a victim's video will go viral after Defendants publish—they all follow
15 the same pattern and produce the same results. In most cases, within days of Defendants' release of the
16 victim's video online, it can be found by doing a simple Google search of the victim's name. There are
17 hundreds of stories of victims suffering significant fallout as a result: women attending religious
18 colleges have been expelled, many women have lost their jobs, and Miss Teen Delaware lost her crown
19 and was publicly humiliated on high profile news outlets.

20 **IV.**

21 **DEFENDANTS' FRAUDULENT RECRUITING SCHEME**

22 The massive dissemination of Defendants' videos on hundreds of free websites, the victim's
23 names and personal information being published on blogs, forums and chatrooms, and the dozens of
24 stories published all over the internet about horrific things that have happened to Defendants' victims all
25 pose a serious problem for Defendants ability to recruit new victims. Defendants admittedly try to
26 attract women who, using their words, look like the "girl next door." Needless to say, the vast majority
27 of 18 to 22-year-olds would never agree to film pornographic videos if they discovered Defendants'
28 massive online distribution, the slanderous blogs, or the horror stories of Defendants' other victims that

1 are everywhere on the Internet. Consequently, over the years, Defendants have created a fraudulent
2 recruiting scheme that conceals their true identities, and which gives the victims the false impression
3 that the video will never be on the Internet or seen in the United States.

4 **a. Fake Modeling Ads and Fake Modeling Websites**

5 Defendants' fraudulent recruiting scheme begins with a fake advertisement published in the
6 "gigs" section of Craigslist.com, which appears to be for clothed modeling. The ads are published in
7 larger cities and college towns where there are a high number of 18 to 22-year-old women who need
8 money that are searching for modeling opportunities. The benign advertisements feature pictures of
9 clothed women and contain links to Defendants' fake modeling websites—www.BeginModeling.com,
10 www.ModelingGigs.com, and www.ModelingWorks.com (collectively "Fake Modeling Sites").
11 Defendants' Fake Modeling Websites feature clothed women and mention nothing about nudity or
12 pornography. The Fake Modeling Websites all contain a Contact Form asking the would be models to
13 submit their names, height, weight, hometown, age, and, most importantly, phone number, email
14 address, and several pictures.

15 These fake Craigslist advertisements and Fake Modeling Websites allow Defendants to collect
16 the names, phone numbers, email addresses, and pictures of thousands of women who never would have
17 responded to a truthful advertisement revealing who Defendants were or that the job was for internet
18 pornography. Defendants sift through the submissions to the Fake Modeling Websites for the youngest
19 and most attractive victims and grade the women—Grade A, B, C, and D—the younger and more
20 attractive, the higher the grade.

21 **b. Defendants Never Put Their Lies in Writing**

22 Having duped the women into releasing their personal contact information, Defendants are now
23 able reach out to their victims via email and the, as soon as possible, by telephone. If a potential victim
24 asks via text message or email where Defendants intend to distribute the video, Defendants always
25 demand that the victim call the Defendants. Defendants are clearly trying to avoid a paper trial.

26 Once on the phone, Defendants tell the victims they produce adult videos that are distributed on
27 DVD in Australia, New Zealand, or in Europe in small video stores or to private collectors. They
28 repeatedly assure the victims they will never publish the videos online and that the women will remain

1 anonymous after filming. As proof, Defendants provide the victims with the names and phone numbers
2 of the “200+ models” they have already filmed, who will explain that they filmed for Defendants, it
3 went well, they were paid in cash, and their videos have never been published on the Internet or
4 discovered by anyone they know.

5 Additionally, Defendants continue to increase the amount of money they are willing to pay the
6 victim to get the victim to overcome any moral holdups. Defendants routinely continue to increase the
7 pre-flight offers until they get the victim to agree. However, Defendants rarely pay the full amount
8 promised. Instead, Defendants notify the victims just moments before filming that the victim has some
9 flaw (uneven breasts, large nipples, cellulite, bruises, etc.) and the producer is “disappointed” and
10 refusing to pay her the amount she was promised when she agreed.

11 **c. Defendants Pay and Coach the References to Lie**

12 Unbeknownst to the victims, Defendants pay the references and coach them on what to say and,
13 more importantly, what not to say. The references fall into two categories: 1) references who know they
14 are lying when they lie to the victims, and 2) references who just filmed and whose videos have not been
15 released yet and who are under the false belief that what they had been told (distribution will be overseas
16 on DVD and no internet) is the truth. Indeed, several Plaintiffs are riddle with guilt because, shortly
17 after filming their video but before Defendants published their videos and released their names all over
18 the Internet, they were paid to act as references and unwittingly helped sell Defendants’ lies to other
19 victims.

20 The Court will hear testimony from Amberlyn Nored Clark and Kailyn Wright, two references
21 who admit they knew they were lying to Plaintiffs about distribution and their anonymity after filming.
22 Amberlyn Nored Clark never filmed a video for Defendants; rather, she was a waitress at a downtown
23 nightclub Garcia frequented whom Garcia recruited to assist with Defendants’ scheme. Garcia came up
24 with a fake backstory for Ms. Nored Clark to feed the victims. Garcia paid Ms. Nored Clark to tell the
25 victims she had filmed two videos for Defendants (false), was from a small town (false), and that no one
26 in that small town knew (false). Ms. Nored Clark was to tell the victim the videos would not be
27 distributed in America or on the Internet. She was also instructed to never reveal Defendants’ real
28 names or the fact that every video Defendants filmed was published on the Internet and to never mention

1 www. GirlsDoPorn.com.

2 Kailyn Wright is another one of Defendants’ go-to references that spoke to several Plaintiffs.
3 When Jane Doe No. 15 sent a text message to Kailyn Wright asking her, “These aren’t distributed in
4 America right?” Ms. Wright responded, “No prob! And no they aren’t!” Jane Doe No. 15 then asked, “Is
5 there any way they can get back to the US? I just have this shaky thing with this guy I like love and I
6 can’t have anyone find out.” Ms. Wright responded, “No no no you’re totally fine! That’s what I was
7 worried about but there is absolutely no way anyone will find out.” Ms. Wright then stated that the
8 videos go “to wealthier countries; yea DVDs and stuff like that but nothing online!” When asked why
9 she was lying to victims, Mr. Wright testified “Because that’s what they told me to say. That’s what they
10 were paying me to say.”

11 In August 2017, Defendants attempted to get a woman named Alicia McKay to be a go-to
12 reference for Defendants. During a phone call with Ms. McKay, Garcia coached her what to say and
13 what not to say to prospective victims that Ms. McKay was expected to call to convince to film a video.
14 At the time of Garcia’s phone call, Ms. McKay, a Canadian where anyone may record phone calls
15 legally, had an application on her phone that recorded every call to she received. When asked what she
16 should say when a victim asks where the videos go Garcia instructs Ms. McKay “don’t ever use any
17 names or anything like that because we don’t sell – you know, you don’t want – don’t want to, you
18 know, make it seem worse than it is or anything like that.” The recording shows that fourteen months
19 *after* the lawsuit was filed, Garcia was still coaching references to conceal Defendants’ website from
20 Defendants’ prospective victims.

21 **d. Defendants Coach Their Employees to Provide False Responses to Conceal the Fact that**
22 **Defendants Operate an Online Website and the Name of the Website**

23 As Pratt’s operations grew, he was forced to hire employees to assist with filming, recruiting,
24 and production of the videos. These employees were kept in the dark about the fraudulent scheme run
25 by Pratt, Wolfe, and Garcia. To prevent their employees alerting the victims to the truth, Defendants
26 force all of their employees to sign NDAs which instruct employees to provide evasive answers if asked
27 about distribution. For example, if asked by a victim where the videos would be published during a car
28 ride from the airport, Pratt directed Valorie Moser to tell the victim that she was just an “uber type”

1 driver hired by the company and that she did not know where the videos would be published. In reality,
2 Ms. Moser knew exactly where the videos were going.

3 After this lawsuit was filed, Aaron Sadock and Pratt then coached Ms. Moser to respond to such
4 a question by stating that she had signed an NDA and that she was not able to discuss any details about
5 the topic in order to protect the victim's identity. Defendants provided these go-to responses to allow
6 employees to avoid lying directly to the victims while concealing the truth.

7 **e. Defendants Silence their Victims after the Victims Complain**

8 While Defendants claim they received very few complaints from women about their videos
9 being posted online, nearly every victim Plaintiffs' counsel encountered (well over 100 women) reported
10 having submitted a complaint of some kind. Defendants use several methods to silence their victims
11 when they complain they were defrauded. If a victim complained by making a public post online, Aaron
12 Sadock would typically send a letter to the victim threatening to sue her for breach of contract and
13 defamation if she did not remove the post. Many victims complain to Garcia or Pratt since those are the
14 only phone numbers they have from recruiting. Whenever this occurred, Garcia and Pratt would simply
15 block the victim's number. Pratt and Garcia also instructed any employee or reference that received a
16 phone call or text from a victim complaining about the release of her video to block the phone numbers
17 because the victims "are crazy" and don't know what they are talking about.

18 After Plaintiffs filed this lawsuit in June 2016, Pratt and Aaron Sadock devised a scheme to
19 silence other victims who complained about distribution on the internet by referring them to Noam
20 Glick, an attorney in San Diego that is friends with Defendants' trial counsel. Mr. Glick would advise
21 the victim that he was aware that pirates were publishing the victim's video and name on the internet
22 and that defendant BLL Media, Inc. would pay him to help get information removed for the victim.
23 However, Mr. Glick would advise the victims that he could assist them in removing the content *only* if
24 the victim agreed she would not take any negative action against Defendants, which included testifying
25 as a witness in this lawsuit. Mr. Glick now represents roughly 30 victims who complained about being
26 defrauded after Defendants released their videos online. This is clearly an attempt to silence these
27 women and prevent any further negative testimony against Defendants in this lawsuit and to preclude
28 these women from filing their own fraud claims against Defendants.

1 V.

2 **LEGAL AUTHORITY RELEVANT TO PLAINTIFFS' FRAUD CAUSES OF ACTION**

3 **a. A Contract that is the Product of Fraud (including Concealment) is Void**

4 "The consent of the parties to a contract must be: 1. Free; 2. Mutual; and, 3. Communicated by
5 each to the other." Cal. Civ. Code § 1565. "An apparent consent is not real or free when obtained
6 through: 1. Duress; 2. Menace; 3. Fraud; 4. Undue influence; or, 5. Mistake." Cal. Civ. Code § 1567.
7 Section 1572 of the Civil Code provides:

8 Actual fraud, within the meaning of this Chapter, consists in any of the
9 following acts, committed by a party to the contract, or with his connivance,
10 with intent to deceive another party thereto, or to induce him to enter into
11 the contract:

- 12 1. The suggestion, as a fact, of that which is not true, by one who does not
13 believe it to be true;
- 14 2. The positive assertion, in a manner not warranted by the information of
15 the person making it, of that which is not true, though he believes it to be
16 true;
- 17 3. The suppression of that which is true, by one having knowledge or belief
18 of the fact;
- 19 4. A promise made without any intention of performing it; or,
- 20 5. Any other act fitted to deceive.

21 Cal. Civ. Code § 1572. "Actual fraud involves conscious misrepresentation, or concealment, or non-
22 disclosure of a material fact which induces the innocent party to enter the contract." *Pearson v.*
23 *Norton* (1964) 230 Cal.App.2d 1; *see also* Rest., Contracts, § 471. "[O]ur Legislature more than a
24 century ago codified the common law cause of action for promissory fraud in inducing a contract, along
25 with actions for promissory fraud and fraud, generally." *Lazar v. Sup. Ct.* (1996) 12 Cal.4th 631, 644.
26 "A single fraudulent misrepresentation is sufficient to void execution of a contract." *Ramos v. Pacheco*
27 (1944) 64 Cal.App.2d 304, 310.

28 **b. Duty to disclose**

Active concealment or suppression of facts by a nonfiduciary "is the equivalent of a false
representation, i.e., actual fraud." (5 Witkin, Cal. Procedure (4th ed. 1997) Pleading, § 678.) "There are
'four circumstances in which nondisclosure or concealment may constitute actionable fraud: (1) when

1 the defendant is in a fiduciary relationship with the plaintiff; (2) when the defendant had exclusive
2 knowledge of material facts not known to the plaintiff; (3) when the defendant actively conceals a
3 material fact from the plaintiff; and (4) when the defendant makes partial representations but also
4 suppresses some material facts.” *LiMandri v. Judkins* (1997) 52 Cal.App.4th 326, 336 (quoting *Heliotis*
5 *v. Schuman* (1986) 181 Cal.App.3d 646, 651). Where, as here, there is no fiduciary relationship, the duty
6 to disclose generally presupposes a relationship grounded in “some sort of transaction between the
7 parties. Thus, a duty to disclose may arise from the relationship between seller and buyer, employer and
8 prospective employee, doctor and patient, or parties entering into any kind of contractual
9 agreement.” *Id.* at 337 (citations omitted). “One who is asked for or volunteers’ information must be
10 truthful, and the telling of a half-truth calculated to deceive is fraud.” *Cicone v. URS Corp.* (1996) 183
11 Cal.App.3d at 194, 201.

12 **c. Materiality**

13 “The fact represented or suppressed, allegedly constituting fraud, is deemed material if it relates
14 to a matter of substance and directly affects the purpose of the party deceived in entering into the
15 contract.” *Thomas v. Hawkins* (1950) 96 Cal.App.2d 377. “What the parties deem material will be
16 accepted by the courts as such.” *Ashburn v. Miller* (1958) 161 Cal.App.2d 71, 79 citing Rest. of Torts, §
17 538, p. 86; Prosser on Torts (2d Ed.), p. 555. “A misrepresentation is judged to be material if a
18 reasonable man would attach importance to its existence or nonexistence in determining his choice of
19 action in the transaction in question.” *Engalla v. Permanente Med. Grp., Inc.*, 15 Cal. 4th 951, 977, 938
20 P.2d 903, 919 (Cal. 1997), *as modified* (July 30, 1997).

21 **d. Indirect fraud**

22 Under Restatement Second of Torts, section 533, “[t]he maker of a fraudulent misrepresentation
23 is subject to liability for pecuniary loss to another who acts in justifiable reliance upon it if the
24 misrepresentation, although not made directly to the other, is made to a third person and the maker
25 intends or has reason to expect that its terms will be repeated or its substance communicated to the
26 other, and that it will influence his conduct in the transaction or type of transaction involved.” *Geernaert*
27 *v. Mitchell* (1995) 31 Cal.App.4th 601, 605–606; *see also Shapiro v. Sutherland* (1998) 64 Cal.App.4th
28

1 1534, 1548; *see also* CACI 1906. Consequently, Defendants cannot avoid liability since the references
2 are the ones that repeated Defendants many lies to Plaintiffs.

3 **e. Reasonable Reliance**

4 In order to prove fraud, a plaintiff must have reasonably relied on the false representations or
5 concealments. CACI. 1901, 1902. In determining this, the trier of fact should take into consideration
6 name of plaintiff's intelligence, knowledge, education, and experience. CACI 1908.

7 Exceptionally gullible or ignorant people have been permitted to recover
8 from defendants who took advantage of them in circumstances where
9 persons of normal intelligence would not have been misled. See cases cited
10 in 6 Cal.Jur. Supp. 45 (note 13); Prosser, Torts 749. 'No rogue should enjoy
his ill-gotten plunder for the simple reason that his victim is by chance a
fool.'

11 *Boeken v. Philip Morris, Inc.* (2005) 127 Cal.App.4th 1640, 1667 (citing *Seeger v. Odell* (1941) 18
12 Cal.2d 409, 414-415). "What would constitute fraud in a given instance might not be fraudulent when
13 exercised toward another person. The test of the representation is its actual effect on the particular
14 mind" *Blankenheim v. E. F. Hutton & Co.* (1990) 217 Cal.App.3d 1463, 1475.

15 **Negligence on the part of the plaintiff in failing to discover the falsity**
16 **of a statement is no defense when the misrepresentation was intentional**
17 **rather than negligent.** See cases cited in 12 Cal.jur. 758, 759; Prosser,
18 Torts, 748. As a general rule negligence of the plaintiff is no defense to an
19 intentional tort. See Prosser, Torts, 402. The fact that an investigation
20 would have revealed the falsity of the misrepresentation will not alone bar
his recovery (Rest. Torts, sec. 540; see cases cited in 12 Cal.Jur. 758, 759),
and it is well established that he is not held to constructive notice of a public
record which would reveal the true facts. Rest. Torts, sec. 540[b].

21 *Seeger, supra*, 18 Cal.2d at 414-415 (emphasis added). As Professor Williston eloquently stated many
22 years ago,

23 [I]f a party has fraudulently misrepresented a document's contents or
24 induced the other party to refrain from reading the document, courts will
25 allow a remedy, choosing not to permit a positively fraudulent party to
26 prosper because of the stupidity or credulity of the defrauded party, subject
only to the rights of innocent third parties. In short, the law should not give
any assistance to a knave, a scoundrel or a con artist who preys upon the
less alert or more naive members of society.

27 Williston on Contracts (4th ed. 2012) § 69:35, pp. 37-39. Finally, as recently stated, for reliance to be
28 unreasonable:

1 It must appear that he put faith in representations that were ‘preposterous’
2 or ‘shown by facts within his observation to be so patently and obviously
3 false that he must have closed his eyes to avoid discovery of the truth.’
4 [Citation.] Even in case of a mere negligent misrepresentation, a plaintiff is
5 not barred unless his conduct, in the light of his own information and
6 intelligence, is preposterous and irrational. . . . The effectiveness of
7 disclaimers is assessed in light of these principles. [Citation.]”

8 *Public Employees’ Retirement System v. Moody’s Investors Service, Inc.* (2014) 226 Cal.App.4th 643,
9 673.

10 **f. The Parol Evidence Rule has No Application Here**

11 It is a “well-settled rule that parol evidence is admissible to prove fraud in the inducement even
12 though the contract recites that all conditions and representations are embodied therein.” *Ferguson v.*
13 *Koch* (1928) 204 Cal. 342, 347, 268 P. 342; *Mooney v. Cyriacks* (1921) 185 Cal. 70, 80–81 (contract
14 provision which recites that all conditions and representations are embodied therein will not prevent
15 plaintiff from introducing parol evidence that sale was induced by fraud); *Morris v. Harbor Boat*
16 *Building Co.* (1952) 112 Cal.App.2d 882, 888 (“it was never intended that the parol evidence rule should
17 be used as a shield to prevent the proof of fraud ... even though the contract recites that all conditions
18 and representations are embodied therein”); *Oak Industries, Inc. v. Foxboro Co.* (S.D.Cal.1984) 596
19 F.Supp. 601, 607 (under California law, extrinsic evidence is admissible to prove fraud in the
20 inducement notwithstanding a contract provision that no representations have been made other than
21 those stated in the agreement). Any argument by Defendants that the parol evidence rule somehow bars
22 Plaintiffs’ fraud claims is based on a misapplication of the law.

23 **VI.**

24 **PRATT, WOLFE AND GARCIA ARE JOINTLY AND**

25 **SEVERALLY LIABLE FOR EACH OTHER’S TORTS**

26 Defendants maintain an “inner circle of trust” consisting of Pratt, Wolfe and Garcia that know
27 about their fraudulent recruiting practices. After several years of loyal services, Pratt brought Valorie
28 Moser into that circle of trust because he believed a woman’s voice would be more persuasive during
recruiting. Pratt, Wolfe and Garcia conceal what they have done from other employees. For example,
Theodore Gyi was hired to be a cameraman. Garcia routinely asked Mr. Gyi to step outside when

1 presenting the contracts or paying the models. The Inner Circle (Pratt, Wolfe and Garcia) are liable for
2 each other’s torts. Thus, it does not matter which of them actually lied to the victims—something that
3 can be difficult to discern due to the fake names they use during recruiting and filming.

4 **a. Co-conspirators are Jointly and Severally Liable for Each Other’s Torts**

5 “Conspiracy is not a cause of action, but a legal doctrine that imposes liability on persons who,
6 although not actually committing a tort themselves, share with the immediate tortfeasors a common plan
7 or design in its perpetration. By participation in a civil conspiracy, a coconspirator effectively adopts as
8 his or her own the torts of other coconspirators within the ambit of the conspiracy. In this way, a
9 coconspirator incurs tort liability co-equal with the immediate tortfeasors.” *Applied Equipment Corp. v.*
10 *Litton Saudi Arabia Ltd.* (1994) 7 Cal.4th 503, 510–511. “The basis of a civil conspiracy is the
11 formation of a group of two or more persons who have agreed to a common plan or design to commit a
12 tortious act.” *Kidron v. Movie Acquisition Corp.* (1995) 40 Cal.App.4th 1571, 1582. “The conspiring
13 defendants must also have actual knowledge that a tort is planned and concur in the tortious scheme with
14 knowledge of its unlawful purpose.” *Id.* “Conspiracies are typically proved by circumstantial evidence
15 since such participation, cooperation or unity of action is difficult to prove by direct evidence, it can be
16 inferred from the nature of the act done, the relation of the parties, the interests of the alleged
17 conspirators, and other circumstances.” *Rickley v. Goodfriend* (2013) 212 Cal.App.4th 1136, 1166.

18 **b. Aiders and Abettors are Jointly and Severally Liable for Each Other’s Torts**

19 “Liability may . . . be imposed on one who aids and abets the commission of an intentional tort if
20 the person (a) knows the other’s conduct constitutes a breach of duty and gives substantial assistance or
21 encouragement to the other to so act or (b) gives substantial assistance to the other in accomplishing a
22 tortious result and the person’s own conduct, separately considered, constitutes a breach of duty to the
23 third person.” *American Master Lease v. Idanta Partners, Ltd.* (2014) 225 Cal.App.4th 1451, 1475.

24
25 The elements of this doctrine are prescribed in section 876 of the
26 Restatement Second of Torts. The section provides, For harm resulting to a
27 third person from the tortious conduct of another, one is subject to liability
28 if he (a) does a tortious act in concert with the other or pursuant to a common
design with him, or (b) knows that the other’s conduct constitutes a breach
of duty and gives substantial assistance or encouragement to the other so to
conduct himself, or (c) gives substantial assistance to the other in

1 accomplishing a tortious result and his own conduct, separately considered,
2 constitutes a breach of duty to the third person. With respect to this doctrine,
3 Prosser states that ‘those who, in pursuance of a common plan or design to
4 commit a tortious act, actively take part in it, or further it by cooperation or
5 request, or who lend aid or encouragement to the wrongdoer, or ratify and
6 adopt his acts done for their benefit, are equally liable with him. Express
7 agreement is not necessary, and all that is required is that there be a tacit
8 understanding...

9 *Sindell v. Abbott Laboratories* (1980) 26 Cal.3d 588, 604. “California courts have long held that liability
10 for aiding and abetting depends on proof the defendant had actual knowledge of the specific primary
11 wrong the defendant substantially assisted ‘The words “aid and abet” as thus used have a well
12 understood meaning, and may fairly be construed to imply an intentional participation with knowledge
13 of the object to be attained.’” *Casey v. U.S. Bank Nat. Assn.* (2005) 127 Cal.App.4th 1138, 1145–46.

14 **c. Partners and Joint Venturers are Jointly and Severally Liable for Each Other’s Torts**

15 Partners and joint venturers are both liable for the torts committed by other partners/coventurers
16 committed within the scope of the partnership/joint venture. See, CACI 3711 and 3712.

17 The distinction between joint ventures and partnerships is not sharply
18 drawn. A joint venture usually involves a single business transaction,
19 whereas a partnership may involve ‘a continuing business for an indefinite
20 or fixed period of time.’ Yet a joint venture may be of longer duration and
21 greater complexity than a partnership. From a legal standpoint, both
22 relationships are virtually the same. Accordingly, the courts freely apply
23 partnership law to joint ventures when appropriate.

24 *Weiner v. Fleischman* (1991) 54 Cal.3d 476, 482. “The incidents of a joint venture are in all important
25 respects the same as those of a partnership. One such incident of partnership is that all partners are jointly
26 and severally liable for partnership obligations, irrespective of their individual partnership interests.
27 Because joint and several liability arises from the partnership or joint venture, Civil Code section 1431.2
28 [Proposition 51] is not applicable.” *Myrick v. Mastagni* (2010) 185 Cal.App.4th 1082, 1091.

 A joint venture exists when there is “an agreement between the parties under which they have a
community of interest, that is, a joint interest, in a common business undertaking, an understanding as to
the sharing of profits and losses, and a right of joint control.” *Simmons v. Ware* (2013) 213 Cal.App.4th
1035, 1053. “The law requires little formality in the creation of a joint venture and the agreement is not
invalid because it may be indefinite with respect to its details.” *Boyd v. Bevilacqua* (1966) 247

1 Cal.App.2d 272, 285. Here, Garcia, Pratt and Wolfe and their entities, including Domi, are all co-
2 venturers that are jointly and severally liable for each other’s torts.

3 **VII.**

4 **DOMI IS LIABLE AS AN ALTER EGO, JOINT VENTURER,**
5 **CO-CONSPIRATOR AND AIDER AND ABETTER OF THE OTHER DEFENDANTS**

6 Via an alter ego theory, a court may disregard the corporate form and hold one corporation liable
7 for the debts of an affiliated corporation. *Toho-Towa Co., Ltd v. Morgan Creek Productions, Inc.* (2013)
8 217 Cal.App.4th 1096, 1109; *citing Las Palmas Associates v. Las Palmas Center Associates* (1991) 235
9 Cal.App.3d 1220, 1249. If corporations are a “single business enterprise,” the Court may pierce the
10 corporate veil. *Toho-Towa, supra*, 217 Cal.App.4th at 1107. “[This] ‘single-business-enterprise’
11 theory is an equitable doctrine applied to reflect partnership-type liability principles....” (*Id.* at 1108.)

12 The “single business enterprise” doctrine depends on the facts and circumstances of each case,
13 but some factors that tend to establish it are: (1) a common venture; (2) common officers and
14 employees; (3) same business location, telephone numbers, and email systems; (4) pooling of assets and
15 revenues; (5) where the corporations tend to benefit jointly from transactions entered into by one of
16 them; and/or (6) retention of same legal counsel. *Las Palmas Associates, supra*, 235 Cal.App.3d at 1249
17 – 1250; *Pan Pacific Sash & Door Co. v. Greendale Park, Inc.* (1958) 166 Cal.App.2d 652, 658 – 660;
18 *Toho-Towa, supra*, 217 Cal.App.4th at 1108 – 1109; and *O’Donnell v. Weintraub* (1968) 260
19 Cal.App.2d 352, 358.) Here, plaintiffs will show Domi and the other defendants: (1) engage in a
20 common venture; 2) have common assets and ownership; 3) have common addresses; 4) common
21 management; 5) have common employees; 6) have common legal counsel; 7) have a common
22 commercial benefit; 8) commingling funds; 9) freely use each other’s resources; 10) and have no arm’s
23 length transactions amongst the themselves.

24 **VIII.**

25 **THIS COURT HAS A DUTY TO ENSURE DEFENDANTS DO NOT USE**
26 **THIS PUBLIC TRIAL TO HARASS ANDEMBARRASS PLAINTIFFS**

27 Plaintiffs only represent a small fraction of the several *hundred* young, impressionable women
28 Defendants duped into filming pornographic videos via a fraudulent scheme they have been operating

1 and fine tuning since 2007. Plaintiffs' counsel has spoken to well over 100 of these victims spanning
2 from filming in 2009 until 2018, and each has each relayed a story identical to Plaintiffs. Throughout
3 this case, Defendants have avoided disclosing the full list of other victims to Plaintiffs under the pretext
4 that providing this information, even under a Protective Order, would violate those third parties' right to
5 privacy. However, the obvious reason Defendants are hiding this information is because they know it
6 will result in more plaintiffs filing claims against them.

7 Because of the threat of having 400 women sue them instead of just 22, when Defendants first
8 learned in the fall of 2015 that a group of their victims had hired attorneys who opened an investigation
9 into filing a lawsuit, Defendants began a campaign of dissuasion aimed at discouraging the other victims
10 from joining the lawsuit or filing their own by sending the message to the victims that they would be
11 forced to air their dating, sexual, and personal lives in a public forum. Defendants also made clear that
12 any woman that filed a lawsuit would be the subject of increased harassment from Defendants and their
13 fans and followers that consistently harass Defendants' victims through lewd messages, creation of fake
14 social media accounts for the victims, sending links to the victims' families and friends, publishing the
15 names, addresses, email addresses, Facebook profiles and other social media accounts of the victims *and*
16 *their victims' friends and families.*

17 Defendants' tactics and topics of discovery in this case have also been reprehensible, as detailed
18 in Plaintiffs' Motion *in Limine* No. 6, such as asking Jane Doe No. 3 during deposition to compare her
19 ex-boyfriend's penis to Garcia's, or delving into their personal lives, and insinuating that all of them are
20 prostitutes. Moreover, despite four court orders allowing Plaintiffs to proceed as Jane Does, Defendants
21 have filed two motions to unseal their names. And despite the fact that this case is now starting trial,
22 Defendants are still pursuing an appeal contesting the four orders allowing Jane Doe status and the two
23 failed motion to unseal for the obvious reason that they believe it will dissuade their other hundred victims
24 from filing lawsuits.

25 Plaintiffs believe Defendants will use the publicity this case has garnered as a megaphone for
26 their campaign of dissuasion by cross-examining Plaintiffs on irrelevant and highly private portions of
27 their lives, just as they have done during discovery, in an effort to "slut shame" the Plaintiffs on a national
28 level. The only purpose this could possible serve is to send a message through the media to any other

1 victims who are closely following this case (of which there are many) that they too will be forced to
2 publicly air details about their sex lives and watch their pornographic videos in a courtroom before a
3 judge if they elect to sue Defendants.

4 If attempted at trial, this Court must not permit Defendant make a mockery of this justice
5 system by using it as a tool to unduly harass Plaintiffs, so they can scare off other victims from filing
6 claims. Indeed, it is required to do so. Cal. Evid. Code § 765 (“The court shall exercise reasonable
7 control over the mode of interrogation of a witness so as ...to protect the witness from undue
8 harassment or embarrassment.”).

9 **IX.**
10 **JUDGMENT SOUGHT**

11 Based on the foregoing, each Plaintiff will seek a judgment:

- 12 1) That declares all contracts signed by Plaintiffs are void as a result of fraud;
- 13 2) For the emotional distress damages they suffered as a result of Defendants’ fraud;
- 14 3) For the profits Defendants have earned by misappropriating her likeness;
- 15 4) That declares Plaintiff owns rights to all videos, pictures, and audio containing her
16 likeness;
- 17 5) For a permanent injunction under Business & Professions Code section 17200 requiring
18 Defendants to provide a series of disclosures and all contracts prior to any woman being
19 transported to San Diego (or elsewhere) to appear in a video;
- 20 6) For punitive damages; and
- 21 7) For all other just relief that is warranted.

22
23 Date: June 19, 2019

By: /s/ Edward Chapin
Edward Chapin,
John J. O’Brien
Brian M. Holm
Attorneys for Plaintiffs

Exhibit A

Corporations Chart for Defendants

Entity Name	Date of Inc.	State of Inc.	Shareholders	Address
Tech-Media, Ltd.	2001	New Zealand	Pratt (100%)	N/A
BA Entertainment Pty Ltd	2006	Australia	Pratt (100%)	N/A
Clockwork Productions, Inc.	11.29.06	Nevada	Pratt (100%)	601 E. Charleston Blvd, Ste. 100, Las Vegas, NV 89104
Bubblegum Films, Inc.	12.11.06	Vanuatu	Pratt (100%)	Level 2, Bougainville House PO Box 1487 Port Vila, Vanuatu
BLL Media, Inc.	1.30.13	California	Pratt (100%)	113 West G St., Ste 123 San Diego, CA 92101
Merro Media, Inc.	1.30.13	California	Wolfe (100%)	611 K Street, Unit 313, San Diego, CA 92101
BLL Media Holdings, LLC	2.5.13	Nevada	Pratt (100%)	3651 Lindell Road, Suite D283 Las Vegas, NV 89103
Merro Media Holdings, LLC	2.7.13	Nevada	Wolfe (100%)	3651 Lindell Road, Suite D309 Las Vegas, NV 89103
M1M Media, LLC (Cancelled)	3.18.14	California	Pratt (50%) / Wolfe (50%)	969 Market Street, Suite 1203 San Diego, CA 92101
M1M Media, Inc.	6.30.14	Nevada	Pratt (50%) / Wolfe (50%)	3651 Lindell Road, Suite D298 Las Vegas, NV 89103
EG Publications, Inc.	7.24.14	California	Pratt (100%)	2017 - 113 West G St., Ste 123 San Diego, CA 92101 2016 - 611 K Street, Unit 313, San Diego, CA 92101
Green Hills Services, Inc.	11.20.14	Vanuatu	Dharmaraj Razwantee (60%) Naomi Elizabeth Soto Gordo (40%)	P O Box 234, Cooks Street, Nambatu, Port Vila, Vanuatu
Domi Publications, LLC	2.20.15	Nevada	Pratt (50%) / Weiderhold (50%)	Pratt - 113 West G St., Ste 123 San Diego, CA 92101 Weiderhold - 10620 Southern Highlands Parkway Suite 110-334, Las Vegas, NV 89141
Oh Well Media Limited	9.4.15	Vanuatu	Pratt (100%)	P O Box 234, Cooks Street, Nambatu, Port Vila, Vanuatu
Torque Asset Mgt Limited	9.4.15	Vanuatu	Wolfe (100%)	P O Box 234, Cooks Street, Nambatu, Port Vila, Vanuatu
Sidle Media Limited	9.4.15	Vanuatu	Oh Well Media (50%) and Torque Asset Management (50%)	P O Box 234, Cooks Street, Nambatu, Port Vila, Vanuatu
UHD Productions, LLC	1.21.16	Wyoming	Pratt (50%) / Wolfe (50%)	1712 Pioneer Ave, Cheyenne WY
EBB Marketing, Inc.	5.23.17	California	Pratt (100%)	1455 Frazee Road, Ste. 500 San Diego CA 92101

Exhibit B

Website Chart

Website	www.girlsdoporn.com	www.mompov.com	www.girlsdotoys.com
Content	18 to 22 year old amateurs filmed mostly in San Diego; recruited through Craigslist	35 year old amateur women filmed mostly in San Diego and Las Vegas; recruited through Craigslist	18 to 22 year old amateurs filmed in San Diego; recruited through Craigslist
Domain Purchased	2007	2010	2014
Entities used to operate the website and produce videos since the website was launched	The Media Limited BubbleGum Films, Inc. Clockwork Productions, Inc. BLL Media, Inc. EG Publications, Inc. UHD Productions, Inc. Oh Well Media Limited	BubbleGum Films, Inc. Clockwork Productions, Inc. BLL Media, Inc. Domi Publications, Inc. BLL Media Holdings, LLC	BubbleGum Films, Inc. BLL Media, Inc. M1M Media, Inc. M1M Media, LLC Sidle Media Limited Torque Asset Management Limited
Profit Split	After being funneled through the entities, Pratt collects 100% of the profits generated by this website	After being funneled through the entities, Pratt and Weiderhold split the profits generated by this website on a 50/50 basis	After being funneled through the entities, Pratt and Wolfe split the profits generated by this website on a 50/50 basis