

1 1.2 Two of the girls were 13 years old and one girl was 15 years old when they ran
2 away from home and became controlled by professional adult pimps who posted
3 advertisements for the girls on the Backpage.com escort website, a website owned, operated,
4 designed, and controlled by the Backpage.com defendants. Hundreds of customers responded
5 to the Backpage.com advertisements, and the girls were all raped by adults multiple times as a
6 result.
7

8 1.3 The Backpage.com defendants were well aware that their website was being
9 used in this way because they developed and required content to ensure that young girls, like
10 the Plaintiffs, would continue to be advertised in this manner. The Backpage.com defendants
11 did so because of the millions of dollars that they generated from the website every month.
12

13 **II. PARTIES, JURISDICTION, AND VENUE**

14 2.1 Plaintiff J.S. is a seventeen year old minor girl who was fifteen when she was
15 trafficked in the sex trade through the Backpage.com website. She is a resident of King
16 County, Washington. Given the nature of these allegations, this complaint identifies J.S. by
17 her initials, only.

18 2.2 Plaintiff S.L. is a fifteen year old minor who was thirteen when she was
19 trafficked in the sex trade through the Backpage.com website. She is a resident of Pierce
20 County, Washington. Given the nature of these allegations, this complaint identifies S.L. by
21 her initials, only.
22

23 2.3 Plaintiff L.C. is a fifteen year old minor who was thirteen when she was
24 trafficked in the sex trade through the Backpage.com website. She is a resident of Pierce
25 County, Washington. Given the nature of these allegations, this complaint identifies L.C. by
26 her initials, only.

1 2.4 Defendant Village Voice Media Holdings, L.L.C. (“Village Voice”), is an
2 Arizona limited liability company that does business as “Backpage.com” and owns, operates,
3 designs and controls the website Backpage.com, including its content. At all times material
4 hereto, defendant Village Voice transacted business in Pierce County, Washington, and
5 purposefully availed itself of Pierce County, Washington, and the citizens of Pierce County,
6 Washington, including through its Backpage.com website.
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8 2.5 Defendant Backpage.com, L.L.C., is a Delaware limited liability company with
9 its principal place of business in Phoenix, Arizona, that does business as “Backpage.com” and
10 owns, operates, designs and controls the website Backpage.com, including its content. At all
11 times material hereto, defendant Backpage.com, L.L.C., transacted business in Pierce County,
12 Washington, and purposefully availed itself of Pierce County, Washington, and the citizens of
13 Pierce County, Washington, including through its Backpage.com website.
14

15 2.6 Defendant Village Voice and defendant Backpage.com, L.L.C., are
16 collectively referred to throughout this complaint as the “Backpage.com defendants” or
17 “Backpage.com.”
18

19 2.7 Defendant Baruti Hopson is an incarcerated resident of Franklin County,
20 Washington. At all times relevant hereto, and while knowing Plaintiff J.S. was a minor child,
21 defendant Baruti Hopson engaged in communications with Plaintiff J.S. for immoral
22 purposes, took naked and illicit photographs of Plaintiff J.S., posted illicit photographs of
23 Plaintiff J.S. on Backpage.com, actively solicited adults to have sex with Plaintiff J.S. in
24 Pierce County, Washington, by using Backpage.com, and unjustly enriched himself by taking
25 money from the adults who he arranged to have sex with Plaintiff J.S., including those who he
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1 arranged through Backpage.com. All of these activities took place, at least in part, in Pierce
2 County, Washington.

3 2.8 As discussed more fully herein, many of the acts and omissions giving rise to
4 this action occurred in Pierce County, Washington, two of the Plaintiffs reside in Pierce
5 County, Washington, and the Backpage.com defendants conduct business in Pierce County,
6 Washington, and conducted business in Pierce County, Washington, at the time of the acts
7 and omissions giving rise to this lawsuit.
8

9 2.9 As such, this Court has jurisdiction over this matter pursuant to RCW
10 2.08.010, and venue is proper in this Court pursuant to RCW 4.12.020.

11 **III. BACKGROUND FACTS**

12 3.1 At all times relevant to this lawsuit, and upon information and belief,
13 Backpage.com has been a major provider of internet advertising for illicit human trafficking.
14 Upon further information and belief, Backpage.com has knowingly developed a nationwide
15 online marketplace for illicit commercial sex and has knowingly developed a reputation for
16 itself as a website where pimps and prostitutes advertise commercial sex and where
17 commercial sex customers can find it. Upon information and belief, Backpage.com, through
18 its development, marketing, and operation of its "escort" website, has intentionally created a
19 context where each individual post on its escort website can be readily ascertained as an
20 advertisement for prostitution.
21

22 3.2 Upon information and belief, Backpage.com knowingly makes a substantial
23 amount of money from illicit human sex trafficking, and upon further information and belief,
24 does more to promote illicit human sex trafficking than any other single entity in the United
25 States. Upon information and belief, Backpage.com conspires with pimps and prostitutes to
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1 advertise prostitutes for sale on the Backpage.com escort website, and Backpage.com agrees
2 to provide pimps and prostitutes with its well-known website for customers who know to use
3 it to access prostitutes. Upon information and belief, pimps and some prostitutes agree to pay
4 Backpage.com a fee to advertise their prostitution services on Backpage.com, and
5 Backpage.com knowingly collects the fee from the pimps and prostitutes and then allows
6 them to advertise whatever prostitute they wish to promote. Upon information and belief,
7 pimps, johns, prostitutes, and Backpage.com all know that Backpage.com's escort website is
8 devoted to prostitution, and Backpage.com has developed and marketed its website for that
9 purpose.
10

11 3.3 Upon information and belief, thousands of prostitution advertisements appear
12 on the Backpage.com escort website every day, including dozens, if not hundreds, that are
13 targeted at Washington citizens, including Pierce County citizens. Upon information and
14 belief, the advertisements are obviously for the purpose of commercial sexual services.
15 Exhibit A (fully incorporated herein by reference) is a copy of the Backpage.com escort
16 website as it appeared on July 27, 2012, for only the Seattle, Washington, and Tacoma,
17 Washington areas (upon information and belief, this exhibit is representative of
18 Backpage.com's website at all times material to this litigation). On that day, dozens of new
19 prostitution advertisements were posted and more than 1,000 prostitution advertisements were
20 viewable from the previous days' listings (See Exhibit A).
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23 3.4 Upon information and belief, Backpage.com derives the great majority of its
24 income from escort advertising on its website, and it is estimated that Backpage.com brings in
25 well over 20 million dollars per year from its escort website. Upon information and belief,
26

1 Backpage.com's entire business model is predicated around the development and display of
2 commercial sexual service advertising.

3 3.5 The prostitution advertisements typically have one or more photographs of the
4 prostitute along with a name and telephone number. Backpage.com uses a category on its
5 website for these prostitution ads under the heading of "Escorts." In the world of illicit
6 human sexual trafficking, "Escort" is another word for prostitute. "Escort" and "prostitute"
7 mean virtually the same thing. Escort customers are known as "Johns" or "Tricks." The
8 predators that exploit and control the prostitutes for financial gain are "Pimps." Upon
9 information and belief, Backpage.com knows all of this and has intentionally developed its
10 website to require information that allows and encourages this illegal trade to occur through
11 its website, including the illegal trafficking of underage girls.
12

13 3.6 For example, and upon information and belief, Backpage.com has developed
14 content requirements that pimps and prostitutes must meet in order for them to advertise on
15 the Backpage.com "escort" website. Upon information and belief, Backpage.com attempts to
16 fly under the radar of law enforcement and adverse public opinion by "forbidding" the use of
17 certain language. Sexually explicit language is forbidden by Backpage.com and ads
18 containing such are rejected. A façade of minimal respectability is demanded by
19 Backpage.com for its prostitution website. Upon information and belief, Backpage.com
20 developed these content requirements because it knows these methods will assist pimps and
21 prostitutes in avoiding detection so that Backpage.com can continue profiting from their
22 illegal activities.
23

24 3.7 Upon information and belief, Backpage.com is very adept at requiring the
25 "proper window dressing" techniques to conceal the illicit and illegal nature of the activities it
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1 knows are occurring through its website, including the sex trafficking of children. For
2 example, Backpage.com requires pimps and prostitutes to use code words such as “escort” or
3 “donations,” but prevents forthright language such as “sex for sale.” However, patently
4 suggestive language such as “HOT(T) NaUgHtY EAGeR SEXY FuN 36DD SpEclAls
5 AvAiLaBLe NOW -24”, or “KINKY CuTIE - 22”, or “Sm@cK It Gr@B iT PULL mY
6 h@!R - 22” are but a few typical examples that Backpage.com allows on its site. Upon
7 information and belief, Backpage.com knows that prostitution customers know that each
8 posting is advertising commercial sex for sale because Backpage.com provides the overall
9 context for the site and knowingly imposes content requirements that perpetuate that context.
10 For that reason, each individual posting does not need to be explicit in its efforts to sell sex.
11

12 3.8 Upon information and belief, Backpage.com also allows the prices charged by
13 pimps and prostitutes to be posted in the ads. Some ads explicitly list a price, such as \$150
14 per hour, while many ads attempt to stymie law enforcement by using codes, such as “150
15 roses per hour” or asking for a “donation.” Upon information and belief, Backpage.com
16 knows that the vast majority of these advertisements are for sex, including sex with minors,
17 and it specifically requires the ads to state prices in hourly terms rather than by the minute;
18 Backpage.com goes so far as to prevent pimps and prostitutes from posting prices for 15
19 minute time intervals because, upon information and belief, it knows such advertisements will
20 attract the attention of law enforcement and hurt its business.
21

22 3.9 Upon information and belief, Backpage.com instructs and requires pimps and
23 prostitutes to post their ads in a manner that is less likely to be used as evidence of criminal
24 activity, all with the effect of facilitating the illegal activity which Backpage.com profits
25 from. Upon further information and belief, Backpage.com has developed content
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1 requirements that it knows will allow pimps and prostitutes to evade law enforcement. For
2 example, Backpage.com requires pimps and prostitutes to only use certain photographs,
3 imposes the following requirements for each ad, and removes ads that violate these
4 requirements:

- 5 • Do not post naked images, e.g. uncovered genitalia, bare butts,
6 nipple or nipple area, sex acts, etc.;
- 7 • Do not post images using transparent clothing, graphic box or
8 pixelization to cover bare breasts or genitalia.
- 9 • Pricing for legal adult services must be for a minimum of one hour
10 Example: 15 minute services are not allowed, no blank pricing, etc.
- 11 • Ads can be a maximum length of 500 characters.
- 12 • Do not use code words such as 'greek', gr33k 'bbbj', 'blow', GFE,
13 PSE, 'trips to greece', etc.
- 14 • Do not suggest an exchange of sex acts for money.
- 15 • Do not post content which advertises an illegal service.

16 3.10 Although Backpage.com does not allow pimps and prostitutes to post
17 completely naked pictures, and suggests it will remove "content which advertises an illegal
18 service," almost every ad on its "escort" website includes one or more photographs of a
19 prostitute in skimpy lingerie and sexually suggestive poses, such as spreading their legs at the
20 camera or bending over and putting their thong clad rear ends on display. Next to these
21 provocative photographs is a price, such as \$150 per hour, a name, and a phone number.

22 3.11 Upon information and belief, the use of cropped or blurred photographs that
23 obscure the identity of the prostitute is another law enforcement evasion technique that
24 Backpage.com allows on its website, knowing that this particular technique is commonly
25 employed by pimps in order to obscure the identity and age of child prostitutes, including
26 runaways or other victims sought by police and concerned parents.

3.12 Upon information and belief, the use of aliases is another common feature of
the prostitution advertisements on Backpage.com. The names used by the prostitutes are

1 typically only a first name, which is not their real name. Upon information and belief, this
2 use of aliases allowed by Backpage.com is another law enforcement evasion technique, and is
3 another example of how Backpage.com knows that its website is being used for prostitution.

4
5 3.13 Upon information and belief, another law enforcement evasion technique
6 developed and required by Backpage.com is the manner in which ads are posted. To post an
7 ad in the “escort” section, a pimp or prostitute must first click on the section titled “adult
8 entertainment.” Under that heading, Backpage.com then requires the pimp or prostitute to
9 choose between the following categories: “adult jobs,” “body rubs,” “domination and fetish,”
10 “escorts,” “male escorts,” “phone & websites,” “strippers and strip clubs,” or “transsexual
11 escorts.” Backpage.com then requires the pimp or prostitute to agree to the following content
12 requirements for posting in the “escort” section of its website:

- 13 • I will not post obscene or lewd and lascivious graphics or
14 photographs which depict genitalia or actual or simulated sexual
15 acts;
- 16 • I will not post any solicitation directly or in “coded” fashion for
17 any illegal service exchanging sexual favors for money or other
18 valuable consideration;
- 19 • I will not post any material on the Site that exploits minors in any
20 way; I will not post any material on the Site that in any way
21 constitutes or assists in human trafficking;
- 22 • I am at least 18 years of age or older and not considered to be a
23 minor in my state or residence.

24
25 3.14 Upon information and belief, Backpage.com knows that the foregoing content
26 requirements are a fraud and a ruse that is aimed at helping pimps, prostitutes, and
Backpage.com evade law enforcement by giving the appearance that Backpage.com does not
allow sex trafficking on its website. However, upon information and belief, even a cursory
review of the advertisements in Exhibits A-B show that the vast majority are a “solicitation
directly or in ‘coded’ fashion for [an] illegal service exchanging sexual favors for money or

1 other valuable consideration.” In fact, and upon information and belief, the purpose of the
2 entire escort website is exactly what its content requirements purportedly prohibit. Upon
3 information and belief, the content requirements are nothing more than a method developed
4 by Backpage.com to allow pimps, prostitutes, and Backpage.com to evade law enforcement
5 for illegal sex trafficking, including the trafficking of minors for sex.
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7 3.15 Upon information and belief, Backpage.com develops the content of the
8 prostitution advertisements on its website through the use of the foregoing content
9 requirements, which serve the purposes of promoting illegal sex trafficking, hindering law
10 enforcement, and allowing Backpage.com to attract more customers, make more money, and
11 become the huge online prostitution market that it is today.

12 3.16 Upon information and belief, Backpage.com’s content requirements allow
13 pimps and prostitutes, their customers, and Backpage.com to evade enforcement of the
14 following criminal statutes:
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- 16 a. RCW 9.68A.040 (Sexual exploitation of a minor)
- 17 b. RCW 9.68A.050 (Dealing in depictions of minor engaged in sexually explicit
18 conduct)
- 19 c. RCW 9.68A.090 (Communication with minor for immoral purposes)
- 20 d. RCW 9.68A.100 (Commercial sexual abuse of a minor)
- 21 e. RCW 9.68A.101 (Promoting commercial sexual abuse of a minor)
- 22 f. RCW 9.68A.103 (Permitting commercial sexual abuse of a minor)
- 23 g. RCW 9A.44.076 (Rape of a child in the second degree)
- 24 h. RCW 9A.44.079 (Rape of a child in the third degree)
- 25 i. RCW 9A.44.086 (Child molestation in the second degree)
- 26

- 1 j. RCW 9A.44.089 (Child molestation in the third degree)
- 2 k. RCW 9A.88.070 (Promoting prostitution in the first degree)
- 3 l. RCW 9A.88.080 (Promoting prostitution in the second degree)
- 4 m. RCW 9A.88.090 (Permitting prostitution)
- 5 n. RCW 9A.40.100 (Trafficking)
- 6 o. RCW 9A.28.040 (Criminal conspiracy)
- 7 p. RCW 9A.82.060 (Leading organized crime)

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9 3.17 An estimated 100,000 American minors are victimized through prostitution in
10 America each year. LINDA A. SMITH ET AL., THE NATIONAL REPORT ON DOMESTIC MINOR
11 SEX TRAFFICKING iv (Shared Hope Int'l, 2009). Upon information and belief, Backpage.com
12 is a major player in facilitating the exploitation of minors for sex and it knows as much.
13

14 3.18 Upon further information and belief, a large percentage of the prostitutes who
15 appear on Backpage.com are, in fact, minor children. For example, Exhibit B is
16 representative of Backpage.com's website at all times material to this litigation and represents
17 a partial canvassing of Backpage.com's "escort" websites in 25 U.S. cities conducted on July
18 6, 2012. Upon information and belief, it contains over 150 advertisements of "escorts" who
19 could easily be minors. Upon information and belief, Backpage.com knows that many of the
20 advertisements that it agrees to display on its prostitution website are in fact advertisements
21 for sex with minor children, and despite this knowledge, Backpage.com continues to display
22 prostitution ads that include minors without any meaningful safeguards or protections for the
23 children; to the contrary, its content requirements are specifically designed to control the
24 nature and context of those advertisements so that pimps can continue to use Backpage.com to
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1 traffic in sex, including the trafficking of children, and so Backpage.com can continue to
2 profit from those advertisements.

3 3.19 Upon information and belief, Backpage.com is well aware that many of the
4 advertisements for sex on its website are advertisements for sex with children. For example,
5 as discussed above, Backpage.com provides cover for advertisements of minors by requiring
6 the pimp or prostitute to click on the "posting rules" page which has a line asserting "I am at
7 least 18 years of age or older and not considered to be a minor in my state of residence."
8 Upon further information and belief, other than requiring the poster of the ad to agree to this
9 term by "clicking" on the posting rules page, Backpage.com does nothing to verify the age of
10 the escorts who appear in its prostitution ads, even though it knows that pimps are the ones
11 who usually create the ads, or force their minor sex slaves to do so, and even though it knows
12 that this "requirement" does nothing to meaningfully deter the use of its website for sex
13 trafficking of minors. Because the ads are all posted online through the use of a computer, no
14 face to face encounters are needed between Backpage.com personnel and the person posting
15 the ad. Backpage.com does not require the escorts to present photographic identification
16 before posting an advertisement, even though, upon information and belief, it knows that
17 doing so is the only way to meaningfully avoid pimps from using its website to traffic minors
18 for sex. The age certification pledge is as empty as the pledge not to post ads "for any illegal
19 service exchanging sexual favors for money." It is instead, upon information and belief, an
20 active effort by Backpage.com to conceal the sex trafficking of minors, promote that activity
21 on its website so that it can profit, and avoid the heavier criminal penalties that most
22 jurisdictions have for promoting prostitutes under the age of eighteen years.
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1 3.20 Upon information and belief, Backpage.com knows that pimps are using its
2 website for sex trafficking of minors, and it knows imposing a licensing requirement would
3 substantially reduce its profits, because its parent company, Village Voice Media Holdings,
4 LLC, requires an “in person” showing of valid photographic identification in order to post
5 escort advertisements in its printed Seattle Weekly newspaper. The person being advertised
6 must personally show up at the Seattle Weekly office with valid photo identification verifying
7 they are over the age of 18 years before they are permitted to run an escort ad. Upon
8 information and belief, Backpage.com does not impose this requirement for its website
9 because it believes it is immune from liability, regardless of its substantial role in creating the
10 content and context of the advertisements on its website.
11

12 3.21 Upon information and belief, many of the escorts offering sex for sale on the
13 Backpage.com website are obviously underage, as reflected in the advertisements and
14 photographs in Exhibits A-B. Upon information and belief, Backpage.com knows that girls
15 fourteen through twenty two can appear similar in photographs that do not include their faces.
16

17 3.22 Upon information and belief, Backpage.com also knows that it is aiding pimps
18 in marketing prostitutes, including underage girls, by requiring users to post the location of
19 their prostitutes. Customers can click on whatever state, city or town they desire to find
20 prostitutes within their geographic area. This is a valuable marketing technique for the pimps
21 to employ. It aids the customer in finding a convenient prostitute, and it aids the pimp by
22 allowing the customer to find the prostitute the pimp is promoting. Upon information and
23 belief, Backpage.com knows the value of this requirement and marketing technique because it
24 divided its website into distinct geographic categories and charges the pimp an additional fee
25 if the pimp wishes to have Backpage.com advertise a prostitute in different geographic
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1 locations. Upon information and belief, Backpage.com knows that if a pimp or prostitute
2 experiences unwanted law enforcement attention in one jurisdiction, the pimp can simply
3 move the prostitute to another jurisdiction and Backpage.com will readily advertise the
4 prostitute in the new location. Upon information and belief, this is another way in which
5 Backpage.com knows that it aids pimps in promoting prostitution and evading law
6 enforcement through the content requirements of its website.
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8 3.23 Upon information and belief, Backpage.com knows that its escort website is
9 well known to prostitution customers throughout the United States as a place to easily locate
10 prostitutes because Backpage.com has intentionally created a website whose sole purpose is to
11 facilitate prostitution. Upon information and belief, using the content requirements discussed
12 above, Backpage.com developed the user interface so that customers can quickly and easily
13 find the prostitute they desire. It first presents a user with a choice of geographic areas, and
14 then after choosing an area, Backpage.com provides the user with a scroll down list of
15 advertisements. Upon clicking on a given ad tagline, Backpage.com has arranged its website
16 so that a specified number of photographs of the prostitute appear on the computer screen
17 along with a telephone number. Upon information and belief, Backpage.com makes it as easy
18 as possible for customers to locate prostitutes in their desired area, and it also makes it very
19 easy for the pimps to promote their prostitutes, including minor children.
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22 3.24 Upon information and belief, Backpage.com offers a variety of additional tools
23 to help pimps advertise their prostitutes, including underage girls. For example, for an
24 additional fee Backpage.com will place a pimp's ad at the top of the listing of advertisements,
25 and it provides commissions to customers who refer other customers. Upon information and
26

1 belief, Backpage.com knows that these services are specifically designed to earn it more profit
2 by promoting more prostitution, including prostitution of children.

3 3.25 Upon information and belief, despite knowing that pimps often control more
4 than one prostitute, Backpage.com readily accepts payment for the advertisements of more
5 than one girl from the same source. Upon further information and belief, Backpage.com often
6 allows one credit card to finance prostitution ads for several different girls, and it instructs
7 pimps on how to pay anonymously in order to avoid law enforcement detection and criminal
8 prosecution. For example, and upon information and belief, it knows many of the credit cards
9 are often pre-paid cards, which gives the pimp complete anonymity, and also knows that
10 many advertisements have the same contact phone number that are linked to the same pimp
11 for a number of girls. Upon information and belief, Backpage.com knows this allows pimps
12 to post ads on Backpage.com for multiple girls while in the privacy of a motel room using a
13 laptop computer and a credit card to pay for the advertisement.

14 3.26 Upon information and belief, Backpage.com knows that its website is used
15 almost exclusively for human sex trafficking, including the trafficking of minors, and it has
16 imposed content requirements for the purpose of increasing that illegal activity and increasing
17 its profits, to more than \$20 million in the past year.

18 3.27 Upon information and belief, Backpage.com knew that pimps would use its
19 website and content requirements to post advertisements of underage girls for sex, including
20 Plaintiffs, and it knew that it was profiting from those advertisements, including the
21 advertisements of Plaintiffs.

22 3.28 Upon information and belief, all of the foregoing allegations took place before
23 or during the time that Plaintiffs were advertised for sex on Backpage.com, including the
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1 content requirements that Backpage.com created and instituted in order to perpetuate an
2 online marketplace for illegal sex, including sex trafficking of children, like Plaintiffs.

3 **IV. FACTS SPECIFIC TO PLAINTIFF J.S.**

4 4.1 In 2010, Plaintiff J.S. was 15 years old when a pimp named Baruti Hopson
5 contracted with Backpage.com to advertise J.S. on its website as a prostitute. Hopson paid
6 Backpage.com a fee and then uploaded advertisements of minor J.S. on Backpage.com. The
7 advertisements were for prostitution services and included contact information that allowed
8 customers to access J.S. The ads were accompanied with explicit language denoting obvious
9 commercial sex advertisements, including "WE'L'L_W'O'R'TH_I'T ***^*** 150HR" and
10 "IT WONT TAKE LONG AT ALL !!!!!!" The advertisements also included multiple
11 lascivious photographs of J.S. that showed she was a minor. Hopson complied with
12 Backpage.com's content requirements and used those requirements to advertise J.S. for sex,
13 as Backpage.com intended. At no time did Backpage.com attempt to verify J.S.'s age or to
14 otherwise protect her from being advertised for sex on Backpage.com. Neither J.S. nor any
15 parent or legal guardian consented to having her photograph or information appear on
16 Backpage.com, and neither J.S. nor any parent or legal guardian consented to J.S. having sex
17 with the many adults who had sex with her because of the advertisements on Backpage.com.
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20 4.2 As a result of the conspiracy and contract between Backpage.com and Hopson,
21 advertisements for J.S. appeared on the Backpage.com escort website well over 100 different
22 times. Each time Hopson paid Backpage.com its demanded fee through the use of a credit
23 card, and each time Backpage.com allowed Hopson to advertise his advertisement of J.S. for
24 sex on its website.
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1 4.3 As a result of this arrangement between Hopson and Backpage.com, multiple
2 prostitution customers contacted J.S. and paid Hopson a fee in order to have sex with her. As
3 a result of Backpage.com's relationship and agreement with Hopson, J.S. engaged in sexual
4 activities with adults, including sexual intercourse with multiple adult customers per day for
5 several months.

6 4.4 As a direct and proximate result of the foregoing misconduct, J.S. has suffered,
7 and continues to suffer, general and special damages. These damages include, but are not
8 limited to, severe emotional distress, humiliation, mental anguish, physical and mental pain
9 and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
10 attorneys' fees and costs, and other general and special damages, all in an amount to be
11 determined at trial.

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14 **V. FACTS SPECIFIC TO PLAINTIFF S.L.**

15 5.1 In September 2010, Plaintiff S.L. was 13 years old when she ran away from
16 her family home and was introduced to a pair of adult pimps who proceeded to take advantage
17 of her by using her as a prostitute.

18 5.2 The adult pimps dressed S.L. in lingerie and took photographs of her to create
19 advertisements for the Backpage.com escort website. The pimps paid Backpage.com a fee
20 and then uploaded advertisements of S.L. onto the Backpage.com escort website. The
21 wordings of the advertisements were sexually suggestive and obvious invitations for
22 commercial sex acts with the underage S.L., and from the appearance of her photographs it
23 was obvious S.L. was underage. The advertisements were for prostitution services and
24 included contact information that allowed customers to access S.L. The pimps complied with
25 Backpage.com's content requirements and used those requirements to advertise S.L. for sex,
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1 as, upon information and belief, Backpage.com intended. At no time did Backpage.com
2 attempt to verify S.L.'s age or to otherwise protect her from being advertised for sex on
3 Backpage.com. Neither S.L. nor any parent or legal guardian consented to having her
4 photograph or information appear on Backpage.com, and neither S.L. nor any parent or legal
5 guardian consented to S.L. having sex with the many adults who had sex with her because of
6 the advertisements on Backpage.com.
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8 5.3 As a result of the conspiracy and contract between Backpage.com and the two
9 pimps, advertisements for S.L. appeared on the Backpage.com escort website many, many
10 times. Each time the pimps paid Backpage.com its demanded fee through the use of a credit
11 card, and each time Backpage.com allowed the pimps to advertise their advertisement of S.L.
12 for sex on its website.
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14 5.4 As a result of this relationship and conspiracy between the two pimps and
15 Backpage.com, multiple prostitution customers contacted S.L. and paid the pimps a fee in
16 order to have sex with her. As a result of Backpage.com's agreement with the two pimps,
17 S.L. engaged in sexual activities and sexual intercourse with many, many adult men.
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19 5.5 As a direct and proximate result of the foregoing misconduct, S.L. has
20 suffered, and continues to suffer, general and special damages. These damages include, but
21 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
22 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
23 attorneys' fees and costs, and other general and special damages, all in an amount to be
24 determined at trial.
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VI. FACTS SPECIFIC TO PLAINTIFF L.C.

6.1 Plaintiff L.C. was barely one month out of seventh grade when she left her home and was introduced to the same pair of adult pimps that victimized Plaintiff S.L. L.C. met these pimps shortly after her 13th birthday in July of 2010. One of the pimps invited L.C. to live with her. Shortly after moving in with the pimp, L.C. was told she would have to “work” if she was going to stay, meaning work for the pimp as a prostitute. Faced with being homeless, L.C. agreed.

6.2 The pimp took photographs of L.C., dressed in skimpy clothing, and after paying Backpage.com a fee with a credit card, posted prostitution advertisements of L.C. on the Backpage.com escort website. The advertisements included a phone number where L.C. could be reached. Multiple adult prostitution customers responded to the advertisements and had sex with the seventh grade child.

6.3 From early July 2010, until September 23, 2010, the pimp and her accomplice posted multiple advertisements of L.C. on the Backpage.com escort website, paying Backpage.com a fee each time with a credit card. The wordings of the advertisements were sexually suggestive and obvious invitations for commercial sex acts with the underage L.C., and from the appearance of her photographs it was obvious L.C. was underage. The advertisements were for prostitution services and included contact information that allowed customers to access L.C. The title of one of the ads that included a photograph of L.C. states “80 DOLLAR DAY SPECIAL, ask for Tasha.” In another advertisement for “Tasha,” it states “Face down Ass Up.” Still another states “Let Em BLOW YOUR MIND.” All of the advertisements had photographs of L.C. under the alias “Tasha.”

1 6.4 The pimps complied with Backpage.com's content requirements and used
2 those requirements to advertise L.C. for sex, as, upon information and belief, Backpage.com
3 intended. At no time did Backpage.com attempt to verify L.C.'s age or to otherwise protect
4 her from being advertised for sex on Backpage.com. Neither L.C. nor any parent or legal
5 guardian consented to having her photograph or information appear on Backpage.com, and
6 neither L.C. nor any parent or legal guardian consented to L.C. having sex with the many
7 adults who had sex with her because of the advertisements on Backpage.com.
8

9 6.5 As a result of the contract and conspiracy between Backpage.com and the two
10 pimps, advertisements for L.C. appeared on the Backpage.com escort website many, many
11 times. Each time the pimps paid Backpage.com its demanded fee through the use of a credit
12 card, and each time Backpage.com allowed the pimps to advertise their advertisement of S.L.
13 for sex on its website.
14

15 6.6 As a result of this relationship and arrangement between the two pimps and
16 Backpage.com, L.C. was raped by hundreds of adult prostitution customers - as many as
17 twenty per day. Each customer paid the pimps a fee in order to have sex with her. As a result
18 of Backpage.com's agreement with the two pimps, S.L. engaged in sexual activities and
19 sexual intercourse with many, many adult men.
20

21 6.7 As a direct and proximate result of the foregoing misconduct, L.C. has
22 suffered, and continues to suffer, general and special damages. These damages include, but
23 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
24 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
25 attorneys' fees and costs, and other general and special damages, all in an amount to be
26 determined at trial.

1 **VII. CAUSES OF ACTION**

2 **NEGLIGENCE**

3 7.1 Plaintiffs re-allege and incorporate by reference all of the allegations contained
4 in the paragraphs above and below.

5 7.2 The Backpage.com defendants had a duty of care to operate their
6 Backpage.com escort website in a manner that did not endanger minor children, including
7 Plaintiffs.

8 7.3 The Backpage.com defendants breached that duty because they knew, or
9 should have known, that adults working as professional pimps were using its website to post
10 advertisements of minor children for sex on the Backpage.com website, including such
11 advertisements of Plaintiffs, but they took no steps to protect those children, including
12 advertisements of Plaintiffs, but they took no steps to protect those children, including
13 Plaintiffs.

14 7.4 As a direct and proximate result of the foregoing misconduct, Plaintiffs
15 suffered, and continue to suffer, general and special damages. These damages include, but are
16 not limited to, emotional distress, humiliation, mental anguish, physical and mental pain and
17 suffering, a decrease in their ability to enjoy life, past and future medical expenses, attorneys'
18 fees and costs, and other general and special damages, all in an amount to be determined at
19 trial.
20

21 **OUTRAGE**

22 7.5 Plaintiffs re-allege and incorporate by reference all of the allegations contained
23 in the paragraphs above and below.
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1 the money the Backpage.com defendants received when the pimps posted advertisements of
2 the Plaintiffs on Backpage.com.

3 7.18 Upon information and belief, these benefits were conferred onto the defendants
4 with their knowledge of them, and the defendants accepted and retained those benefits under
5 circumstances that make it inequitable for them to retain them without paying their value.
6

7 INVASION OF PRIVACY

8 7.19 Plaintiffs re-allege and incorporate by reference all of the allegations contained
9 in the paragraphs above and below.

10 7.20 The defendants invaded Plaintiffs' right to be let alone. The defendants'
11 misconduct includes, but is not limited to, intrusion upon seclusion and public disclosure of
12 private facts.

13 7.21 Upon information and belief, this is particularly true where the Backpage.com
14 defendants knew or should have known that pimps were taking sexually suggestive
15 photographs of minor children, like Plaintiffs, and posting those photographs on the
16 Backpage.com website in order to advertise the children for sex, and where the Backpage.com
17 defendants knew or should have known that those photographs and other private information
18 of Plaintiffs would necessarily be made public when the defendants were finally held
19 accountable for their wrongful conduct.

20 SEXUAL ASSAULT AND BATTERY

21
22 7.22 Plaintiffs re-allege and incorporate by reference all of the allegations contained
23 in the paragraphs above and below.

24 7.23 Defendant Baruti Hopson intentionally engaged in harmful and offensive
25 contact with Plaintiff J.S. while she was a minor. This contact included sexual assault.

26 7.24 As a direct and proximate result of that intentional harmful and offensive
contact, J.S. suffered general and special damages.

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CIVIL CONSPIRACY

7.25 The defendants engaged in a plan or conspiracy to use the Backpage.com website to advertise children for sex, including Plaintiffs.

7.26 Based on these actions, the defendants are liable for civil conspiracy.

VIII. PRAYER FOR RELIEF

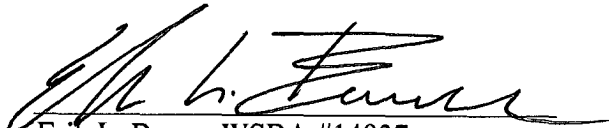
8.1 Plaintiffs pray for judgment against the defendants for the general and special damages they have incurred, and they continue to incur, as described more fully herein.

8.2 Plaintiffs further pray for any other damages and equitable relief the Court or jury deems appropriate under the circumstances.

8.3 Plaintiffs specifically reserve the right to pursue additional causes of action, other than those specifically outlined above, that are supported by the facts pleaded herein or that may be supported by other facts that are developed during discovery.

Dated this 27th day of July 2012

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