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KEVIN STOCK
COUNTY CLERK
NO: 12-2-11362-4

**SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR PIERCE COUNTY**

8	J.S., S.L., and L.C.,)	NO: 12-2-11362-4
9)	
10	Plaintiffs,)	FIRST AMENDED COMPLAINT FOR
11	v.)	DAMAGES
12)	
13	VILLAGE VOICE MEDIA HOLDINGS,)	
14	L.L.C., d/b/a Backpage.com;)	
15	BACKPAGE.COM, L.L.C.; NEW TIMES)	
16	MEDIA, L.L.C., d/b/a Backpage.com; and,)	
17	BARUTI HOPSON,)	
18)	
19	Defendants.)	

Plaintiff J.S., a minor, by and through her natural mother, N.S., Plaintiff S.L., a minor, by and through her natural mother, S.L., and Plaintiff L.C., by and through her natural mother, L.H., and collectively by and through their attorneys, Erik L. Bauer of The Law Office of Erik L. Bauer, and Michael T. Pfau of Pfau Cochran Vertetis Amala PLLC, hereby state and allege as follows:

I. NATURE OF THE ACTION

1.1 This is an action for damages being brought by three minor girls as Plaintiffs against defendants that advertised them for sale as prostitutes on their “escort” website, Backpage.com.

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

19 2.2 Plaintiff S.L. is a fifteen year old minor who was thirteen when she was
20 trafficked in the sex trade through the Backpage.com website. She is a resident of Pierce
21 County, Washington. Given the nature of these allegations, this complaint identifies S.L. by
22 her initials, only.
23

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

1 2.4 Defendant Village Voice Media Holdings, L.L.C. (“Village Voice”), is a
2 Delaware limited liability company that does business as “Backpage.com” and owns,
3 operates, designs and controls the website Backpage.com, including its content. At all times
4 material hereto, defendant Village Voice transacted business in Pierce County, Washington,
5 and purposefully availed itself of Pierce County, Washington, and the citizens of Pierce
6 County, Washington, including through its Backpage.com website.
7

8 2.5 Defendant Backpage.com, L.L.C., is a Delaware limited liability company that
9 does business as “Backpage.com” and owns, operates, designs and controls the website
10 Backpage.com, including its content. At all times material hereto, defendant Backpage.com,
11 L.L.C., transacted business in Pierce County, Washington, and purposefully availed itself of
12 Pierce County, Washington, and the citizens of Pierce County, Washington, including through
13 its Backpage.com website.
14

15 2.6 Defendant New Times Media, L.L.C. (“New Times Media”), is a Delaware
16 limited liability company that does business as “Backpage.com” and owns, operates, designs
17 and controls the website Backpage.com, including its content. At all times material hereto,
18 defendant New Times Media transacted business in Pierce County, Washington, and
19 purposefully availed itself of Pierce County, Washington, and the citizens of Pierce County,
20 Washington, including through its Backpage.com website.
21

22 2.7 Defendant Village Voice, defendant Backpage.com, L.L.C., and defendant
23 New Times Media are collectively referred to throughout this complaint as the
24 “Backpage.com defendants” or “Backpage.com.”

25 2.8 Defendant Baruti Hopson is an incarcerated resident of Franklin County,
26 Washington. At all times relevant hereto, and while knowing Plaintiff J.S. was a minor child,

1 defendant Baruti Hopson engaged in communications with Plaintiff J.S. for immoral
2 purposes, took naked and illicit photographs of Plaintiff J.S., posted illicit photographs of
3 Plaintiff J.S. on Backpage.com, actively solicited adults to have sex with Plaintiff J.S. in
4 Pierce County, Washington, by using Backpage.com, and unjustly enriched himself by taking
5 money from the adults who he arranged to have sex with Plaintiff J.S., including those who he
6 arranged through Backpage.com. All of these activities took place, at least in part, in Pierce
7 County, Washington.
8

9 2.9 As discussed more fully herein, many of the acts and omissions giving rise to
10 this action occurred in Pierce County, Washington, two of the Plaintiffs reside in Pierce
11 County, Washington, and the Backpage.com defendants conduct business in Pierce County,
12 Washington, and conducted business in Pierce County, Washington, at the time of the acts
13 and omissions giving rise to this lawsuit.
14

15 2.10 As such, this Court has jurisdiction over this matter pursuant to RCW
16 2.08.010, and venue is proper in this Court pursuant to RCW 4.12.020.

17 **III. BACKGROUND FACTS**

18 3.1 At all times relevant to this lawsuit, and upon information and belief,
19 Backpage.com has been a major provider of internet advertising for illicit human trafficking.
20 Upon further information and belief, Backpage.com has knowingly developed a nationwide
21 online marketplace for illicit commercial sex and has knowingly developed a reputation for
22 itself as a website where pimps and prostitutes advertise commercial sex and where
23 commercial sex customers can find it. Upon information and belief, Backpage.com, through
24 its development, marketing, and operation of its “escort” website, has intentionally created a
25 context where each individual post on its escort website can be readily ascertained as an
26

1 advertisement for prostitution.

2 3.2 Upon information and belief, Backpage.com knowingly makes a substantial
3 amount of money from illicit human sex trafficking, and upon further information and belief,
4 does more to promote illicit human sex trafficking than any other single entity in the United
5 States. Upon information and belief, Backpage.com conspires with pimps and prostitutes to
6 advertise prostitutes for sale on the Backpage.com escort website, and Backpage.com agrees
7 to provide pimps and prostitutes with its well-known website for customers who know to use
8 it to access prostitutes. Upon information and belief, pimps and some prostitutes agree to pay
9 Backpage.com a fee to advertise their prostitution services on Backpage.com, and
10 Backpage.com knowingly collects the fee from the pimps and prostitutes and then allows
11 them to advertise whatever prostitute they wish to promote. Upon information and belief,
12 pimps, johns, prostitutes, and Backpage.com all know that Backpage.com's escort website is
13 devoted to prostitution, and Backpage.com has developed and marketed its website for that
14 purpose.
15

16 3.3 Upon information and belief, thousands of prostitution advertisements appear
17 on the Backpage.com escort website every day, including dozens, if not hundreds, that are
18 targeted at Washington citizens, including Pierce County citizens. Upon information and
19 belief, the advertisements are obviously for the purpose of commercial sexual services.
20 Exhibit A (fully incorporated herein by reference) is a copy of the Backpage.com escort
21 website as it appeared on July 27, 2012, for only the Seattle, Washington, and Tacoma,
22 Washington areas (upon information and belief, this exhibit is representative of
23 Backpage.com's website at all times material to this litigation). On that day, dozens of new
24 prostitution advertisements were posted and more than 1,000 prostitution advertisements were
25
26

1 viewable from the previous days' listings (See Exhibit A).

2 3.4 Upon information and belief, Backpage.com derives the great majority of its
3 income from escort advertising on its website, and it is estimated that Backpage.com brings in
4 well over 20 million dollars per year from its escort website. Upon information and belief,
5 Backpage.com's entire business model is predicated around the development and display of
6 commercial sexual service advertising, even though Backpage.com is modeled to appear as a
7 general classified advertisement website with a variety of categories for goods and services.
8 However, upon information and belief, the other categories are merely a cover that
9 Backpage.com uses to conceal the illicit services that compromise the great majority of its
10 revenue.
11

12 3.5 The prostitution advertisements typically have one or more photographs of the
13 prostitute along with a name and telephone number. Backpage.com uses a category on its
14 website for these prostitution ads under the heading of "Escorts." In the world of illicit
15 human sexual trafficking, "Escort" is another word for prostitute. "Escort" and "prostitute"
16 mean virtually the same thing. Escort customers are known as "Johns" or "Tricks." The
17 predators that exploit and control the prostitutes for financial gain are "Pimps." Upon
18 information and belief, Backpage.com knows all of this and has intentionally developed its
19 website to require information that allows and encourages this illegal trade to occur through
20 its website, including the illegal trafficking of underage girls.
21
22

23 3.6 For example, and upon information and belief, Backpage.com has developed
24 content requirements that pimps and prostitutes must meet in order for them to advertise on
25 the Backpage.com "escort" website. Upon information and belief, Backpage.com attempts to
26 fly under the radar of law enforcement and adverse public opinion by "forbidding" the use of

1 certain language. Sexually explicit language is forbidden by Backpage.com and ads
2 containing such are rejected. A façade of minimal respectability is demanded by
3 Backpage.com for its prostitution website. Upon information and belief, Backpage.com
4 developed these content requirements because it knows these methods will assist pimps and
5 prostitutes in avoiding detection so that Backpage.com can continue profiting from their
6 illegal activities.
7

8 3.7 Upon information and belief, Backpage.com is very adept at requiring the
9 “proper window dressing” techniques to conceal the illicit and illegal nature of the activities it
10 knows are occurring through its website, including the sex trafficking of children. For
11 example, Backpage.com requires pimps and prostitutes to use code words such as “escort” or
12 “donations,” but prevents forthright language such as “sex for sale.” However, patently
13 suggestive language such as “HOT(T) NaUgHtY EAGeR SEXY FuN 36DD SpEcIaLs
14 AvAiLaBLe NOW -24”, or “KINKY CuTIE - 22”, or “Sm@cK It Gr@B iT PULL mY
15 h@!R – 22” are but a few typical examples that Backpage.com allows on its site. Upon
16 information and belief, Backpage.com knows that prostitution customers know that each
17 posting is advertising commercial sex for sale because Backpage.com provides the overall
18 context for the site and knowingly imposes content requirements that perpetuate that context.
19 For that reason, each individual posting does not need to be explicit in its efforts to sell sex.
20

21 3.8 Upon information and belief, Backpage.com also allows the prices charged by
22 pimps and prostitutes to be posted in the ads. Some ads explicitly list a price, such as \$150
23 per hour, while many ads attempt to stymie law enforcement by using codes, such as “150
24 roses per hour” or asking for a “donation.” Upon information and belief, Backpage.com
25 knows that the vast majority of these advertisements are for sex, including sex with minors,
26

1 and it specifically requires the ads to state prices in hourly terms rather than by the minute;
2 Backpage.com goes so far as to prevent pimps and prostitutes from posting prices for 15
3 minute time intervals because, upon information and belief, it knows such advertisements will
4 attract the attention of law enforcement and hurt its business.

5 3.9 Upon information and belief, Backpage.com instructs and requires pimps and
6 prostitutes to post their ads in a manner that is less likely to be used as evidence of criminal
7 activity, all with the effect of facilitating the illegal activity which Backpage.com profits
8 from. Upon further information and belief, Backpage.com has developed content
9 requirements that it knows will allow pimps and prostitutes to evade law enforcement. For
10 example, Backpage.com requires pimps and prostitutes to only use certain photographs,
11 imposes the following requirements for each ad, and removes ads that violate these
12 requirements:
13
14

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

22 3.10 Although Backpage.com does not allow pimps and prostitutes to post
23 completely naked pictures, and suggests it will remove “content which advertises an illegal
24 service,” almost every ad on its “escort” website includes one or more photographs of a
25 prostitute in skimpy lingerie and sexually suggestive poses, such as spreading their legs at the
26 camera or bending over and putting their thong clad rear ends on display. Next to these

1 provocative photographs is a price, such as \$150 per hour, a name, and a phone number.

2 3.11 Upon information and belief, the use of cropped or blurred photographs that
3 obscure the identity of the prostitute is another law enforcement evasion technique that
4 Backpage.com allows on its website, knowing that this particular technique is commonly
5 employed by pimps in order to obscure the identity and age of child prostitutes, including
6 runaways or other victims sought by police and concerned parents.
7

8 3.12 Upon information and belief, the use of aliases is another common feature of
9 the prostitution advertisements on Backpage.com. The names used by the prostitutes are
10 typically only a first name, which is not their real name. Upon information and belief, this
11 use of aliases allowed by Backpage.com is another law enforcement evasion technique, and is
12 another example of how Backpage.com knows that its website is being used for prostitution.
13

14 3.13 Upon information and belief, another law enforcement evasion technique
15 developed and required by Backpage.com is the manner in which ads are posted. To post an
16 ad in the “escort” section, a pimp or prostitute must first click on the section titled “adult
17 entertainment.” Under that heading, Backpage.com then requires the pimp or prostitute to
18 choose between the following categories: “adult jobs,” “body rubs,” “domination and fetish,”
19 “escorts,” “male escorts,” “phone & websites,” “strippers and strip clubs,” or “transsexual
20 escorts.” Backpage.com then requires the pimp or prostitute to agree to the following content
21 requirements for posting in the “escort” section of its website:
22

- 23 • I will not post obscene or lewd and lascivious graphics or
24 photographs which depict genitalia or actual or simulated sexual
acts;
- 25 • I will not post any solicitation directly or in “coded” fashion for
26 any illegal service exchanging sexual favors for money or other
valuable consideration;
- I will not post any material on the Site that exploits minors in any
way; I will not post any material on the Site that in any way

1 constitutes or assists in human trafficking;

- 2 • I am at least 18 years of age or older and not considered to be a
3 minor in my state or residence.

4 3.14 Upon information and belief, Backpage.com knows that the foregoing content
5 requirements are a fraud and a ruse that is aimed at helping pimps, prostitutes, and
6 Backpage.com evade law enforcement by giving the appearance that Backpage.com does not
7 allow sex trafficking on its website. However, upon information and belief, even a cursory
8 review of the advertisements in Exhibits A-B show that the vast majority are a “solicitation
9 directly or in ‘coded’ fashion for [an] illegal service exchanging sexual favors for money or
10 other valuable consideration.” In fact, and upon information and belief, the purpose of the
11 entire escort website is exactly what its content requirements purportedly prohibit. Upon
12 information and belief, the content requirements are nothing more than a method developed
13 by Backpage.com to allow pimps, prostitutes, and Backpage.com to evade law enforcement
14 for illegal sex trafficking, including the trafficking of minors for sex.
15

16 3.15 Upon information and belief, Backpage.com develops the content of the
17 prostitution advertisements on its website through the use of the foregoing content
18 requirements, which serve the purposes of promoting illegal sex trafficking, hindering law
19 enforcement, and allowing Backpage.com to attract more customers, make more money, and
20 become the huge online prostitution market that it is today.
21

22 3.16 Upon information and belief, Backpage.com’s content requirements allow
23 pimps and prostitutes, their customers, and Backpage.com to evade enforcement of the
24 following criminal statutes:

- 25 a. RCW 9.68A.040 (Sexual exploitation of a minor)
- 26 b. RCW 9.68A.050 (Dealing in depictions of minor engaged in sexually explicit

1 conduct)

2 c. RCW 9.68A.090 (Communication with minor for immoral purposes)

3 d. RCW 9.68A.100 (Commercial sexual abuse of a minor)

4 e. RCW 9.68A.101 (Promoting commercial sexual abuse of a minor)

5 f. RCW 9.68A.103 (Permitting commercial sexual abuse of a minor)

6 g. RCW 9A.44.076 (Rape of a child in the second degree)

7 h. RCW 9A.44.079 (Rape of a child in the third degree)

8 i. RCW 9A.44.086 (Child molestation in the second degree)

9 j. RCW 9A.44.089 (Child molestation in the third degree)

10 k. RCW 9A.88.070 (Promoting prostitution in the first degree)

11 l. RCW 9A.88.080 (Promoting prostitution in the second degree)

12 m. RCW 9A.88.090 (Permitting prostitution)

13 n. RCW 9A.40.100 (Trafficking)

14 o. RCW 9A.28.040 (Criminal conspiracy)

15 p. RCW 9A.82.060 (Leading organized crime)

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18 3.17 An estimated 100,000 American minors are victimized through prostitution in
19 America each year. LINDA A. SMITH ET AL., THE NATIONAL REPORT ON DOMESTIC MINOR
20 SEX TRAFFICKING iv (Shared Hope Int'l, 2009). Upon information and belief, Backpage.com
21 is a major player in facilitating the exploitation of minors for sex and it knows as much.
22

23 3.18 Upon further information and belief, a large percentage of the prostitutes who
24 appear on Backpage.com are, in fact, minor children. For example, Exhibit B is
25 representative of Backpage.com's website at all times material to this litigation and represents
26 a partial canvassing of Backpage.com's "escort" websites in 25 U.S. cities conducted on July

1 6, 2012. Upon information and belief, it contains over 150 advertisements of “escorts” who
2 could easily be minors. Upon information and belief, Backpage.com knows that many of the
3 advertisements that it agrees to display on its prostitution website are in fact advertisements
4 for sex with minor children, and despite this knowledge, Backpage.com continues to display
5 prostitution ads that include minors without any meaningful safeguards or protections for the
6 children; to the contrary, its content requirements are specifically designed to control the
7 nature and context of those advertisements so that pimps can continue to use Backpage.com to
8 traffic in sex, including the trafficking of children, and so Backpage.com can continue to
9 profit from those advertisements.
10

11 3.19 Upon information and belief, Backpage.com is well aware that many of the
12 advertisements for sex on its website are advertisements for sex with children. For example,
13 as discussed above, Backpage.com provides cover for advertisements of minors by requiring
14 the pimp or prostitute to click on the “posting rules” page which has a line asserting “I am at
15 least 18 years of age or older and not considered to be a minor in my state of residence.”
16 Upon further information and belief, other than requiring the poster of the ad to agree to this
17 term by “clicking” on the posting rules page, Backpage.com does nothing to verify the age of
18 the escorts who appear in its prostitution ads, even though it knows that pimps are the ones
19 who usually create the ads, or force their minor sex slaves to do so, and even though it knows
20 that this “requirement” does nothing to meaningfully deter the use of its website for sex
21 trafficking of minors. Because the ads are all posted online through the use of a computer, no
22 face to face encounters are needed between Backpage.com personnel and the person posting
23 the ad. Backpage.com does not require the escorts to present photographic identification
24 before posting an advertisement, even though, upon information and belief, it knows that
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1 doing so is the only way to meaningfully avoid pimps from using its website to traffic minors
2 for sex. The age certification pledge is as empty as the pledge not to post ads “for any illegal
3 service exchanging sexual favors for money.” It is instead, upon information and belief, an
4 active effort by Backpage.com to conceal the sex trafficking of minors, promote that activity
5 on its website so that it can profit, and avoid the heavier criminal penalties that most
6 jurisdictions have for promoting prostitutes under the age of eighteen years.
7

8 3.20 Upon information and belief, Backpage.com knows that pimps are using its
9 website for sex trafficking of minors, and it knows imposing a licensing requirement would
10 substantially reduce its profits, because one of its parent companies, Village Voice Media
11 Holdings, LLC, requires an “in person” showing of valid photographic identification in order
12 to post escort advertisements in its printed Seattle Weekly newspaper. The person being
13 advertised must personally show up at the Seattle Weekly office with valid photo
14 identification verifying they are over the age of 18 years before they are permitted to run an
15 escort ad. Upon information and belief, Backpage.com does not impose this requirement for
16 its website because it believes it is immune from liability, regardless of its substantial role in
17 creating the content and context of the advertisements on its website.
18

19 3.21 Upon information and belief, many of the escorts offering sex for sale on the
20 Backpage.com website are obviously underage, as reflected in the advertisements and
21 photographs in Exhibits A-B. Upon information and belief, Backpage.com knows that girls
22 fourteen through twenty two can appear similar in photographs that do not include their faces.
23

24 3.22 Upon information and belief, Backpage.com also knows that it is aiding pimps
25 in marketing prostitutes, including underage girls, by requiring users to post the location of
26 their prostitutes. Customers can click on whatever state, city or town they desire to find

1 prostitutes within their geographic area. This is a valuable marketing technique for the pimps
2 to employ. It aids the customer in finding a convenient prostitute, and it aids the pimp by
3 allowing the customer to find the prostitute the pimp is promoting. Upon information and
4 belief, Backpage.com knows the value of this requirement and marketing technique because it
5 divided its website into distinct geographic categories and charges the pimp an additional fee
6 if the pimp wishes to have Backpage.com advertise a prostitute in different geographic
7 locations. Upon information and belief, Backpage.com knows that if a pimp or prostitute
8 experiences unwanted law enforcement attention in one jurisdiction, the pimp can simply
9 move the prostitute to another jurisdiction and Backpage.com will readily advertise the
10 prostitute in the new location. Upon information and belief, this is another way in which
11 Backpage.com knows that it aids pimps in promoting prostitution and evading law
12 enforcement through the content requirements of its website.
13
14

15 3.23 Upon information and belief, Backpage.com knows that its escort website is
16 well known to prostitution customers throughout the United States as a place to easily locate
17 prostitutes because Backpage.com has intentionally created a website whose sole purpose is to
18 facilitate prostitution. Upon information and belief, using the content requirements discussed
19 above, Backpage.com developed the user interface so that customers can quickly and easily
20 find the prostitute they desire. It first presents a user with a choice of geographic areas, and
21 then after choosing an area, Backpage.com provides the user with a scroll down list of
22 advertisements. Upon clicking on a given ad tagline, Backpage.com has arranged its website
23 so that a specified number of photographs of the prostitute appear on the computer screen
24 along with a telephone number. Upon information and belief, Backpage.com makes it as easy
25 as possible for customers to locate prostitutes in their desired area, and it also makes it very
26

1 easy for the pimps to promote their prostitutes, including minor children.

2 3.24 Upon information and belief, Backpage.com offers a variety of additional tools
3 to help pimps advertise their prostitutes, including underage girls. For example, for an
4 additional fee Backpage.com will place a pimp's ad at the top of the listing of advertisements,
5 and it provides commissions to customers who refer other customers. Upon information and
6 belief, Backpage.com knows that these services are specifically designed to earn it more profit
7 by promoting more prostitution, including prostitution of children.
8

9 3.25 Upon information and belief, despite knowing that pimps often control more
10 than one prostitute, Backpage.com readily accepts payment for the advertisements of more
11 than one girl from the same source. Upon further information and belief, Backpage.com often
12 allows one credit card to finance prostitution ads for several different girls, and it instructs
13 pimps on how to pay anonymously in order to avoid law enforcement detection and criminal
14 prosecution. For example, and upon information and belief, it knows many of the credit cards
15 are often pre-paid cards, which gives the pimp complete anonymity, and also knows that
16 many advertisements have the same contact phone number that are linked to the same pimp
17 for a number of girls. Upon information and belief, Backpage.com knows this allows pimps
18 to post ads on Backpage.com for multiple girls while in the privacy of a motel room using a
19 laptop computer and a credit card to pay for the advertisement.
20

21 3.26 Upon information and belief, Backpage.com knows that its website is used
22 almost exclusively for human sex trafficking, including the trafficking of minors, and it has
23 imposed content requirements for the purpose of increasing that illegal activity and increasing
24 its profits, to more than \$20 million in the past year.
25

26 3.27 Upon information and belief, Backpage.com knew that pimps would use its

1 website and content requirements to post advertisements of underage girls for sex, including
2 Plaintiffs, and it knew that it was profiting from those advertisements, including the
3 advertisements of Plaintiffs.

4 3.28 Upon information and belief, all of the foregoing allegations took place before
5 or during the time that Plaintiffs were advertised for sex on Backpage.com, including the
6 content requirements that Backpage.com created and instituted in order to perpetuate an
7 online marketplace for illegal sex, including sex trafficking of children, like Plaintiffs.
8

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

10 4.1 In 2010, Plaintiff J.S. was 15 years old when a pimp named Baruti Hopson
11 contracted with Backpage.com to advertise J.S. on its website as a prostitute. Hopson paid
12 Backpage.com a fee and then uploaded advertisements of minor J.S. on Backpage.com. The
13 advertisements were for prostitution services and included contact information that allowed
14 customers to access J.S. The ads were accompanied with explicit language denoting obvious
15 commercial sex advertisements, including “W`E`L`L`W`O`R`T`H`I`T ****^**** 150HR” and
16 “IT WONT TAKE LONG AT ALL !!!!!!!” The advertisements also included multiple
17 lascivious photographs of J.S. that showed she was a minor. Hopson complied with
18 Backpage.com’s content requirements and used those requirements to advertise J.S. for sex,
19 as Backpage.com intended. At no time did Backpage.com attempt to verify J.S.’s age or to
20 otherwise protect her from being advertised for sex on Backpage.com. Neither J.S. nor any
21 parent or legal guardian consented to having her photograph or information appear on
22 Backpage.com, and neither J.S. nor any parent or legal guardian consented to J.S. having sex
23 with the many adults who had sex with her because of the advertisements on Backpage.com.
24
25

26 4.2 As a result of the conspiracy and contract between Backpage.com and Hopson,

1 advertisements for J.S. appeared on the Backpage.com escort website well over 100 different
2 times. Each time Hopson paid Backpage.com its demanded fee through the use of a credit
3 card, and each time Backpage.com allowed Hopson to advertise his advertisement of J.S. for
4 sex on its website.

5 4.3 As a result of this arrangement between Hopson and Backpage.com, multiple
6 prostitution customers contacted J.S. and paid Hopson a fee in order to have sex with her. As
7 a result of Backpage.com's relationship and agreement with Hopson, J.S. engaged in sexual
8 activities with adults, including sexual intercourse with multiple adult customers per day for
9 several months.

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

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

19 5.1 In September 2010, Plaintiff S.L. was 13 years old when she ran away from
20 her family home and was introduced to a pair of adult pimps who proceeded to take advantage
21 of her by using her as a prostitute.

22 5.2 The adult pimps dressed S.L. in lingerie and took photographs of her to create
23 advertisements for the Backpage.com escort website. The pimps paid Backpage.com a fee
24 and then uploaded advertisements of S.L. onto the Backpage.com escort website. The
25 wordings of the advertisements were sexually suggestive and obvious invitations for
26

1 commercial sex acts with the underage S.L., and from the appearance of her photographs it
2 was obvious S.L. was underage. The advertisements were for prostitution services and
3 included contact information that allowed customers to access S.L. The pimps complied with
4 Backpage.com's content requirements and used those requirements to advertise S.L. for sex,
5 as, upon information and belief, Backpage.com intended. At no time did Backpage.com
6 attempt to verify S.L.'s age or to otherwise protect her from being advertised for sex on
7 Backpage.com. Neither S.L. nor any parent or legal guardian consented to having her
8 photograph or information appear on Backpage.com, and neither S.L. nor any parent or legal
9 guardian consented to S.L. having sex with the many adults who had sex with her because of
10 the advertisements on Backpage.com.

11
12 5.3 As a result of the conspiracy and contract between Backpage.com and the two
13 pimps, advertisements for S.L. appeared on the Backpage.com escort website many, many
14 times. Each time the pimps paid Backpage.com its demanded fee through the use of a credit
15 card, and each time Backpage.com allowed the pimps to advertise their advertisement of S.L.
16 for sex on its website.

17
18 5.4 As a result of this relationship and conspiracy between the two pimps and
19 Backpage.com, multiple prostitution customers contacted S.L. and paid the pimps a fee in
20 order to have sex with her. As a result of Backpage.com's agreement with the two pimps,
21 S.L. engaged in sexual activities and sexual intercourse with many, many adult men.

22
23 5.5 As a direct and proximate result of the foregoing misconduct, S.L. has
24 suffered, and continues to suffer, general and special damages. These damages include, but
25 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
26 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,

1 attorneys' fees and costs, and other general and special damages, all in an amount to be
2 determined at trial.
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1 **VI. FACTS SPECIFIC TO PLAINTIFF L.C.**

2 6.1 Plaintiff L.C. was barely one month out of seventh grade when she left her
3 home and was introduced to the same pair of adult pimps that victimized Plaintiff S.L. L.C.
4 met these pimps shortly after her 13th birthday in July of 2010. One of the pimps invited L.C.
5 to live with her. Shortly after moving in with the pimp, L.C. was told she would have to
6 “work” if she was going to stay, meaning work for the pimp as a prostitute. Faced with being
7 homeless, L.C. agreed.

8 6.2 The pimp took photographs of L.C., dressed in skimpy clothing, and after
9 paying Backpage.com a fee with a credit card, posted prostitution advertisements of L.C. on
10 the Backpage.com escort website. The advertisements included a phone number where L.C.
11 could be reached. Multiple adult prostitution customers responded to the advertisements and
12 had sex with the seventh grade child.

13 6.3 From early July 2010, until September 23, 2010, the pimp and her accomplice
14 posted multiple advertisements of L.C. on the Backpage.com escort website, paying
15 Backpage.com a fee each time with a credit card. The wordings of the advertisements were
16 sexually suggestive and obvious invitations for commercial sex acts with the underage L.C.,
17 and from the appearance of her photographs it was obvious L.C. was underage. The
18 advertisements were for prostitution services and included contact information that allowed
19 customers to access L.C. The title of one of the ads that included a photograph of L.C. states
20 “80 DOLLAR DAY SPECIAL, ask for Tasha.” In another advertisement for “Tasha,” it
21 states “Face down Ass Up.” Still another states “Let Em BLOW YOUR MIND.” All of the
22 advertisements had photographs of L.C. under the alias “Tasha.”

23 6.4 The pimps complied with Backpage.com’s content requirements and used
24
25
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1 those requirements to advertise L.C. for sex, as, upon information and belief, Backpage.com
2 intended. At no time did Backpage.com attempt to verify L.C.'s age or to otherwise protect
3 her from being advertised for sex on Backpage.com. Neither L.C. nor any parent or legal
4 guardian consented to having her photograph or information appear on Backpage.com, and
5 neither L.C. nor any parent or legal guardian consented to L.C. having sex with the many
6 adults who had sex with her because of the advertisements on Backpage.com.
7

8 6.5 As a result of the contract and conspiracy between Backpage.com and the two
9 pimps, advertisements for L.C. 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.
13

14 6.6 As a result of this relationship and arrangement between the two pimps and
15 Backpage.com, L.C. was raped by hundreds of adult prostitution customers - as many as
16 twenty per day. Each customer paid the pimps a fee in order to have sex with her. As a result
17 of Backpage.com's agreement with the two pimps, S.L. engaged in sexual activities and
18 sexual intercourse with many, many adult men.
19

20 6.7 As a direct and proximate result of the foregoing misconduct, L.C. has
21 suffered, and continues to suffer, general and special damages. These damages include, but
22 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
23 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
24 attorneys' fees and costs, and other general and special damages, all in an amount to be
25 determined at trial.
26

VII. CAUSES OF ACTION

1 **NEGLIGENCE**

2 7.1 Plaintiffs re-allege and incorporate by reference all of the allegations contained
3 in the paragraphs above and below.

4 7.2 The Backpage.com defendants had a duty of care to operate their
5 Backpage.com escort website in a manner that did not endanger minor children, including
6 Plaintiffs.

7 7.3 The Backpage.com defendants breached that duty because they knew, or
8 should have known, that adults working as professional pimps were using its website to post
9 advertisements of minor children for sex on the Backpage.com website, including such
10 advertisements of Plaintiffs, but they took no steps to protect those children, including
11 Plaintiffs.

12 7.4 As a direct and proximate result of the foregoing misconduct, Plaintiffs
13 suffered, and continue to suffer, general and special damages. These damages include, but are
14 not limited to, emotional distress, humiliation, mental anguish, physical and mental pain and
15 suffering, a decrease in their ability to enjoy life, past and future medical expenses, attorneys'
16 fees and costs, and other general and special damages, all in an amount to be determined at
17 trial.

18 **OUTRAGE**

19 7.5 Plaintiffs re-allege and incorporate by reference all of the allegations contained
20 in the paragraphs above and below.

21 7.6 Upon information and belief, the Backpage.com defendants engaged in
22 extreme and outrageous conduct by knowingly allowing pimps to advertise children for sex
23 on its website, including Plaintiffs.
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1 7.13 Upon information and belief, the use of the Backpage.com website for
2 advertising minors for sex was so pervasive and known to Backpage.com that it cannot be
3 said that such conduct was so unforeseen so as to prevent the Backpage.com defendants from
4 being vicariously liable for such conduct. Rather, upon further information and belief, the
5 Backpage.com defendants knowingly aided and assisted the pimps who posted the
6 advertisements of Plaintiffs on the Backpage.com website, and knowingly profited from that
7 illegal activity.
8

9 7.14 The Backpage.com defendants are vicariously liable for the conduct of the
10 pimps because they ratified their conduct and knowingly repeated the benefits. The
11 Backpage.com defendants knew that these pimps were sexually abusing and exploiting
12 Plaintiffs yet they did nothing because of their financial motive.
13

14 7.15 Given these circumstances, the Backpage.com defendants should be held
15 vicariously liable for the actions of the pimps.
16

UNJUST ENRICHMENT

17 7.16 Plaintiffs re-allege and incorporate by reference all of the allegations contained
18 in the paragraphs above and below.
19

20 7.17 As a result of their wrongful sexual and financial exploitation of Plaintiffs, the
21 defendants unjustly profited and enriched themselves at the expense of Plaintiffs, including
22 the money defendant Baruti Hopson received for the sexual services performed by J.S., and
23 the money the Backpage.com defendants received when the pimps posted advertisements of
24 the Plaintiffs on Backpage.com.
25

26 7.18 Upon information and belief, these benefits were conferred onto the defendants
with their knowledge of them, and the defendants accepted and retained those benefits under

1 circumstances that make it inequitable for them to retain them without paying their value.

2 **INVASION OF PRIVACY**

3
4 7.19 Plaintiffs re-allege and incorporate by reference all of the allegations contained
5 in the paragraphs above and below.

6 7.20 The defendants invaded Plaintiffs' right to be let alone. The defendants'
7 misconduct includes, but is not limited to, intrusion upon seclusion and public disclosure of
8 private facts.

9 7.21 Upon information and belief, this is particularly true where the Backpage.com
10 defendants knew or should have known that pimps were taking sexually suggestive
11 photographs of minor children, like Plaintiffs, and posting those photographs on the
12 Backpage.com website in order to advertise the children for sex, and where the Backpage.com
13 defendants knew or should have known that those photographs and other private information
14 of Plaintiffs would necessarily be made public when the defendants were finally held
15 accountable for their wrongful conduct.

16 **SEXUAL ASSAULT AND BATTERY**

17 7.22 Plaintiffs re-allege and incorporate by reference all of the allegations contained
18 in the paragraphs above and below.

19 7.23 Defendant Baruti Hopson intentionally engaged in harmful and offensive
20 contact with Plaintiff J.S. while she was a minor. This contact included sexual assault.

21 7.24 As a direct and proximate result of that intentional harmful and offensive
22 contact, J.S. suffered general and special damages.

23 **CIVIL CONSPIRACY**

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25 7.25 The defendants engaged in a plan or conspiracy to use the Backpage.com
26 website to advertise children for sex, including Plaintiffs.

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

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VIII. PRAYER FOR RELIEF

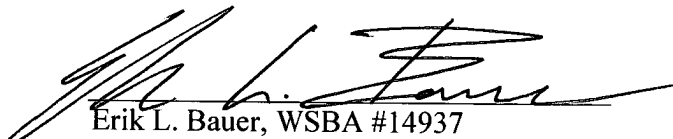
8.1 Plaintiffs pray for judgment against the defendants for the general and special damages they have incurred, and they continue to incur, as described more fully herein.

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.

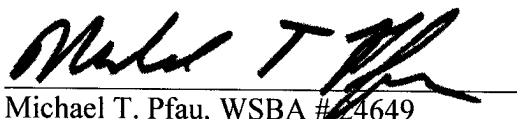
Dated this 5th day of September 2012.

THE LAW OFFICE OF ERIK L. BAUER



Erik L. Bauer, WSBA #14937
erik@erikbauerlaw.com
Attorney for Plaintiffs

PFAU COCHRAN VERTETIS AMALA PLLC



Michael T. Pfau, WSBA #24649
michael@pcvalaw.com
Jason P. Amala, WSBA # 37054
jason@pcvalaw.com
Attorneys for Plaintiffs