

1 Brian M. Holm (California State Bar No. 255691)
2 Joseph S. Green (California State Bar No. 251169)
3 Nathan G. Batterman (California State Bar No. 280029)
4 HOLM LAW GROUP, PC
5 171 Saxony Road, Ste. 203, Encinitas, CA 92024
6 p. 858.433.2001 f. 888.483.3323
7 brian@holmlawgroup.com
8 josh@holmlawgroup.com
9 nathan@holmlawgroup.com

10 Attorneys for Plaintiffs

11 **UNITED STATES DISTRICT COURT**
12 **SOUTHERN DISTRICT OF CALIFORNIA**

13 JANE DOE NOS. 60 through 121 inclusive,
14 individuals,

15 Plaintiffs,

16 v.

17 AYLO MEDIA S.A.R.L. (f/k/a “MindGeek
18 S.a.r.l.”) a foreign entity; AYLO
19 FREESITES, LTD., (f/k/a “MG Freesites,
20 Ltd. and d/b/a “PornHub,” “YouPorn,”
21 “RedTube,” and “Tube8”) a foreign entity;
22 AYLO BILLING US CORP., (f/k/a MG
23 Billing US Corp.” and d/b/a “ProBiller”) a
24 Delaware corporation; 9219-1568
25 QUEBEC, INC., a foreign entity; and
26 4357337 CANADA INC., d/b/a
27 “TrafficJunky,” a foreign entity;

28 Defendants.

Case No.: '23CV1821 JES DEB

COMPLAINT FOR:

- 1) **SEX TRAFFICKING (18 U.S.C. §§ 1591(a), 1594(c), 1595);**
- 2) **RACKETEERING (18 U.S.C. § 1962(c))**
- 3) **CONSPIRACY TO COMMIT RACKETEERING (18 U.S.C. § 1962(c))**
- 4) **HUMAN TRAFFICKING (Cal. Civ. Code § 52.5)**

DEMAND FOR JURY TRIAL

Jane Doe Nos. 60 through 121¹ (“**Plaintiffs**”) hereby allege as follows:

¹ On December 15, 2020, forty GirlsDoPorn victims sued defendants for similar claims under 18 U.S.C. 1595—*Jane Doe Nos. 1-40 v. MG Freesites, Ltd, et al.*, United States District Court, Southern District of California Case No.: 3:20-CV-02440-WQH-KSC. Nineteen victims were added to the case before it resolved. The fictitious names in this action therefore begin at Jane Doe No. 60 to avoid any confusion.

I.

SUMMARY OF CLAIMS

1
2
3 1. In 2007, Michael Pratt and Matthew Wolfe started a sex trafficking venture
4 in San Diego, California known as “GirlsDoPorn.”² For over a decade, GirlsDoPorn used
5 force, fraud, and coercion to get hundreds of high school and college-aged women to film
6 pornographic videos that GirlsDoPorn sold on the Internet.

7 2. The illegal publication of the sex trafficking videos upended victims’ lives.
8 Within 48 hours of being uploaded to the Internet, the videos went viral amongst every
9 person in the victims’ network, causing them to become pariahs in their own
10 communities. Victims were ridiculed and ostracized by friends, classmates, teachers,
11 professors, principals, clergy members, and family. To this day, some victims’ parents
12 will not speak with them. Many victims lost their jobs, and some were expelled from
13 college. When they built up the courage to go out in public, strangers made suggestive
14 comments about the videos or bluntly propositioned them for sex. Because of this, every
15 victim became suicidal and depressed. Nearly every victim has been diagnosed with Post
16 Traumatic Stress Disorder. Some victims have attempted suicide, and multiple victims
17 have been involuntarily committed out of concern for their welfare. Many have legally
18 changed their names and physical appearances in an effort to minimize the abuse.

19 3. On June 2, 2016, four victims filed a civil complaint against Pratt, Wolfe,
20 and Garcia laying bare GirlsDoPorn’s sex trafficking scheme. See, *Jane Doe Nos. 1-22 v.*
21 *GirlsDoPorn.com, et al.*, San Diego Superior Court Case No. 37-2016-0019027-CU-FR-
22 CTL (“**State Court Action**”). It was clear very early in the case that plaintiffs’ claims of
23 force, fraud, and coercion were supported by compelling evidence. In pretrial rulings,
24 Hon. Gregory W. Pollack found that plaintiffs were more likely than not going to prevail
25

26 ² The individuals, including but not limited to Michael Pratt (“**Pratt**”), Matthew Wolfe
27 (“**Wolfe**”), Wolfe, Andre Garcia (“**Garcia**”), Valorie Moser (“**Moser**”), Theodore Gyi
28 (“**Gyi**”) and Douglas Wiederhold (“**Wiederhold**”), websites, and offshore and domestic
entities used to operate this sex trafficking venture, are collectively referred to herein as
“**GirlsDoPorn.**”

1 on their fraud claims at trial, and Hon. Joel R. Wohfeil found plaintiffs had a substantial
2 likelihood of prevailing on their claims for punitive damages because there was clear and
3 convincing evidence of GirlsDoPorn’s force, fraud, and coercion. On August 19, 2019,
4 the State Court Action proceeded to trial with twenty-two plaintiffs. After a four-month
5 bench trial, Hon. Kevin A. Enright found GirlsDoPorn used force, fraud, and coercion as
6 part of its customary business practices and awarded the victims compensatory and
7 punitive damages. The total judgment now exceeds \$24 million.

8 4. On or about October 9, 2019, the United States Attorney for the Southern
9 District of California charged Pratt, Wolfe, Garcia, Moser, and Gyi with Sex Trafficking
10 by Force, Fraud, and Coercion and Conspiracy to Commit Sex Trafficking.³ Wolfe,
11 Garcia, Gyi, and Moser were arrested, but Pratt escaped before he could be apprehended.
12 In September 2022, Pratt was added to the FBI’s Top Ten Most Wanted list and, on
13 December 23, 2022, he was arrested at a hotel in Madrid, Spain.

14 5. Since the arrests, Wolfe, Garcia, Gyi, Moser and another co-conspirator
15 Alexander Foster have all pled guilty to various sex trafficking crimes, including Sex
16 Trafficking by Force, Fraud, and Coercion (18 U.S.C. § 1591) and Conspiracy to Commit
17 Sex Trafficking by Force, Fraud, and Coercion (18 U.S.C. § 1594). United States District
18 Judge Janis L. Sammartino sentenced Garcia, a GirlsDoPorn recruiter and actor, to 20
19 years in prison with ten years of supervised and Gyi, a videographer, to four years in
20 prison. Wolfe and Moser pled guilty to Conspiracy to Commit Sex Trafficking by Force,
21 Fraud, and Coercion and await sentencing. Pratt is currently in custody in Spain fighting
22 extradition to the United States.

23 6. Defendants collectively operate dozens of pornographic websites under the
24 trade name Aylo, formerly known as MindGeek.⁴ Aylo’s flagship website is

25
26 ³ See, *United States v. Pratt et al.*, Southern District of California, Crim. Case No. 3:19-
cr-04488-JLS, Dkt. Ent. No. 149.

27 ⁴ In August 2023, MindGeek changed its name to “Aylo,” claiming it needed a “fresh
28 start” due to a multitude of legal and public relations issues it was facing over the last few
years, which included a prior lawsuit by GirlsDoPorn’s victims.

1 PornHub.com. In 2019, PornHub.com had 42 billion visits, making it the 8th most visited
2 website in the United States and 10th most visited website in the world.

3 7. In 2011, Aylo partnered with GirlsDoPorn to advertise, sell, market, edit,
4 and otherwise exploit GirlsDoPorn's illegal sex trafficking videos on its websites,
5 including the wildly popular PornHub.com. Pursuant to its partnership agreement with
6 GirlsDoPorn, Aylo provided dedicated account representatives that actively promoted
7 GirlsDoPorn's videos causing them to be some of the most popular videos on Aylo's
8 sites. One victim's video was the second most viewed video on PornHub.com during
9 2014. The videos have collectively generated billions views on Aylo's websites, from
10 which Aylo has earned millions of dollars.

11 8. Soon after it began airing GirlDoPorn's illiegal videos on its sites, Aylo
12 began receiving takedown requests from GirlsDoPorn's victims who reported to Aylo
13 that the videos it was publishing and monetizing were the product of force, fraud, and
14 coercion and were published without the victims' consent. For example, one victim's
15 takedown request said:

16 I WAS SCAMMED. THIS COMPANY LIED TO ME ABOUT
17 THIS BEING ON THE INTERNET! THEY TOLD ME IT
18 WOULD ONLY BE AVAILIBLE ON DVD IN AUSTRALIA.
19 MY WORK FRIENDS AND FAMILY ALL KNOW AND
20 THIS VERY LINK IS BEING SENT AROUND. I WANT TO
21 JUST DIE

22 9. Aylo knew the victims' claims of force, fraud, and coercion were legitimate.
23 It nevertheless intentionally ignored the requests, and kept the highly profitable videos
24 published on its sites, despite the harm Aylo knew it would cause the victims. Over the
25 years, the evidence corroborating the victims' claims of force, fraud, or coercion
26 mounted. In 2017, the plaintiffs in the State Court Action subpoenaed Aylo seeking all
27 takedown requests submitted for GirlsDoPorn's videos. Even after learning the detailed
28 accounts of abuse in the State Court Action, Aylo refused to remove victims' videos and
continued to partner and do business with GirlsDoPorn.

1 10. Aylo partnered with GirlsDoPorn all the way up until GirlsDoPorn’s demise
 2 in October 2019, when the FBI arrested most of GirlsDoPorn’s operators and executed a
 3 search and seizure warrant at GirlsDoPorn’s office. With GirlsDoPorn’s operators in jail
 4 or, in Pratt’s case, on the run, Aylo’s partnership with GirlsDoPorn was finally brought to
 5 an end.

6 11. Following the FBI’s takedown of the GirlsDoPorn operators and business
 7 and filing of criminal charges, Aylo finally removed GirlsDoPorn’s videos from its
 8 websites. But this was too little too late. Aylo had already spent a decade spreading the
 9 videos to every corner of the globe where they could be downloaded for free with the
 10 click of a button. Whereas GirlsDoPorn published the illegal videos behind a paywall
 11 available to about 10,000 subscribers, Aylo’s publication of the sex trafficking videos
 12 was on its publicly available websites that garnered billions of views.

13 12. Plaintiffs bring this action pursuant to 18 U.S.C. § 1595 (victim’s private
 14 right of action to bring claims for violations of 18 U.S.C. §§ 1591, 1594 (sex trafficking
 15 and conspiracy to commit sex trafficking)), 18 U.S.C. § 1962(c) (RICO), 18 U.S.C.
 16 § 1962(d) (RICO conspiracy), and California Civil Code § 52.5 (human trafficking) to
 17 recover, among other things, restitution, disgorgement of ill-gotten gains, compensatory
 18 damages, attorneys’ fees, treble damages, and punitive damages.

19 **II.**

20 **THE PARTIES**

21 **A. PLAINTIFFS**

22 13. Plaintiff JANE DOE NO. 60 is a United States citizen who, all relevant
 23 times alleged herein, resided outside the state of California.

24 14. Plaintiff JANE DOE NO. 61 is a United States citizen who resided within
 25 the state of California when the actions occurred giving rise to her claims alleged herein
 26 and now resides outside the state of California.

27 15. Plaintiff JANE DOE NO. 62 is a United States citizen who, all relevant
 28 times alleged herein, resided outside the state of California.

1 16. Plaintiff JANE DOE NO. 63 is a United States citizen who, all relevant
2 times alleged herein, resided outside the state of California.

3 17. Plaintiff JANE DOE NO. 64 is a United States citizen who, all relevant
4 times alleged herein, resided outside the state of California.

5 18. Plaintiff JANE DOE NO. 65 is a United States citizen who, all relevant
6 times alleged herein, resided outside the state of California.

7 19. Plaintiff JANE DOE NO. 66 is a United States citizen who, all relevant
8 times alleged herein, resided outside the state of California.

9 20. Plaintiff JANE DOE NO. 67 is a United States citizen who, all relevant
10 times alleged herein, resided outside the state of California.

11 21. Plaintiff JANE DOE NO. 68 is a United States citizen who resided within
12 the state of California at all relevant times alleged herein.

13 22. Plaintiff JANE DOE NO. 69 is a United States citizen who, all relevant
14 times alleged herein, resided outside the state of California but now resides in the State of
15 California.

16 23. Plaintiff JANE DOE NO. 70 is a United States citizen who, all relevant
17 times alleged herein, resided outside the state of California.

18 24. Plaintiff JANE DOE NO. 71 is a United States citizen who, all relevant
19 times alleged herein, resided outside the state of California.

20 25. Plaintiff JANE DOE NO. 72 is a United States citizen who, all relevant
21 times alleged herein, resided outside the state of California.

22 26. Plaintiff JANE DOE NO. 73 is a United States citizen who, all relevant
23 times alleged herein, resided outside the state of California.

24 27. Plaintiff JANE DOE NO. 74 is a United States citizen who, at all relevant
25 times alleged herein, resided in the state of California.

26 28. Plaintiff JANE DOE NO. 75 is a United States citizen who resided within
27 the state of California when the actions occurred giving rise to her claims herein and now
28 resides outside the state of California.

1 29. Plaintiff JANE DOE NO. 76 is a United States citizen who, all relevant
2 times alleged herein, resided outside the state of California.

3 30. Plaintiff JANE DOE NO. 77 is a United States citizen who, at all relevant
4 times alleged herein, resided in the state of California.

5 31. Plaintiff JANE DOE NO. 78 is a United States citizen who, all relevant
6 times alleged herein, resided outside the state of California.

7 32. Plaintiff JANE DOE NO. 79 is a citizen of Canada and , at all relevant times
8 alleged herein, resided outside of this judicial district.

9 33. Plaintiff JANE DOE NO. 80 is a United States citizen who, all relevant
10 times alleged herein, resided outside the state of California.

11 34. Plaintiff JANE DOE NO. 81 is a United States citizen who, at all relevant
12 times alleged herein, resided in the state of California.

13 35. Plaintiff JANE DOE NO. 82 is a United States citizen who, at all relevant
14 times alleged herein, resided in the state of California.

15 36. Plaintiff JANE DOE NO. 83 is a United States citizen who, all relevant
16 times alleged herein, resided outside the state of California.

17 37. Plaintiff JANE DOE NO. 84 is a United States citizen who, all relevant
18 times alleged herein, resided outside the state of California.

19 38. Plaintiff JANE DOE NO. 85 is a United States citizen who, all relevant
20 times alleged herein, resided outside the state of California.

21 39. Plaintiff JANE DOE NO. 86 is a United States citizen who, all relevant
22 times alleged herein, resided outside the state of California.

23 40. Plaintiff JANE DOE NO. 87 is a United States citizen who, all relevant
24 times alleged herein, resided outside the state of California.

25 41. Plaintiff JANE DOE NO. 88 is a United States citizen who, all relevant
26 times alleged herein, resided outside the state of California.

27 42. Plaintiff JANE DOE NO. 89 is a United States citizen who, at all relevant
28 times alleged herein, resided in the state of California.

1 43. Plaintiff JANE DOE NO. 90 is a United States citizen who, all relevant
2 times alleged herein, resided outside the state of California.

3 44. Plaintiff JANE DOE NO. 91 is a United States citizen who, all relevant
4 times alleged herein, resided outside the state of California.

5 45. Plaintiff JANE DOE NO. 92 is a United States citizen who, all relevant
6 times alleged herein, resided outside the state of California.

7 46. Plaintiff JANE DOE NO. 9 is a United States citizen who, all relevant times
8 alleged herein, resided outside the state of California.

9 47. Plaintiff JANE DOE NO. 94 is a United States citizen who, all relevant
10 times alleged herein, resided outside the state of California.

11 48. Plaintiff JANE DOE NO. 95 is a United States citizen who, all relevant
12 times alleged herein, resided outside the state of California.

13 49. Plaintiff JANE DOE NO. 96 is a United States citizen who, all relevant
14 times alleged herein, resided outside the state of California.

15 50. Plaintiff JANE DOE NO. 97 is a United States citizen who, all relevant
16 times alleged herein, resided outside the state of California.

17 51. Plaintiff JANE DOE NO. 98 is a United States citizen who, all relevant
18 times alleged herein, resided outside the state of California.

19 52. Plaintiff JANE DOE NO. 99 is a United States citizen who, all relevant
20 times alleged herein, resided outside the state of California.

21 53. Plaintiff JANE DOE NO. 100 is a United States citizen who, all relevant
22 times alleged herein, resided outside the state of California.

23 54. Plaintiff JANE DOE NO. 101 is a United States citizen who, all relevant
24 times alleged herein, resided outside the state of California.

25 55. Plaintiff JANE DOE NO. 102 is a United States citizen who, all relevant
26 times alleged herein, resided outside the state of California.

27 56. Plaintiff JANE DOE NO. 103 is a United States citizen who, all relevant
28 times alleged herein, resided outside the state of California.

1 57. Plaintiff JANE DOE NO. 104 is a United States citizen who, all relevant
2 times alleged herein, resided outside the state of California.

3 58. Plaintiff JANE DOE NO. 105 is a United States citizen who, all relevant
4 times alleged herein, resided outside the state of California.

5 59. Plaintiff JANE DOE NO. 106 is a United States citizen who, all relevant
6 times alleged herein, resided outside the state of California.

7 60. Plaintiff JANE DOE NO. 107 is a United States citizen who, all relevant
8 times alleged herein, resided outside the state of California.

9 61. Plaintiff JANE DOE NO. 108 is a United States citizen who, all relevant
10 times alleged herein, resided outside the state of California.

11 62. Plaintiff JANE DOE NO. 109 is a United States citizen who, all relevant
12 times alleged herein, resided outside the state of California.

13 63. Plaintiff JANE DOE NO. 110 is a United States citizen who, all relevant
14 times alleged herein, resided outside the state of California.

15 64. Plaintiff JANE DOE NO. 111 is a United States citizen who, all relevant
16 times alleged herein, resided outside the state of California.

17 65. Plaintiff JANE DOE NO. 112 is a United States citizen who, all relevant
18 times alleged herein, resided outside the state of California.

19 66. Plaintiff JANE DOE NO. 113 is a United States citizen who, all relevant
20 times alleged herein, resided outside the state of California.

21 67. Plaintiff JANE DOE NO. 114 is a United States citizen who, all relevant
22 times alleged herein, resided outside the state of California.

23 68. Plaintiff JANE DOE NO. 115 is a United States citizen who, all relevant
24 times alleged herein, resided outside the state of California.

25 69. Plaintiff JANE DOE NO. 116 is a United States citizen who, all relevant
26 times alleged herein, resided outside the state of California.

27 70. Plaintiff JANE DOE NO. 117 is a United States citizen who, all relevant
28 times alleged herein, resided outside the state of California.

1 71. Plaintiff JANE DOE NO. 118 is a United States citizen who, all relevant
2 times alleged herein, resided outside the state of California but now resides in the State of
3 California.

4 72. Plaintiff JANE DOE NO. 119 is a United States citizen who, all relevant
5 times alleged herein, resided outside the state of California.

6 73. Plaintiff JANE DOE NO. 120 is a United States citizen who, all relevant
7 times alleged herein, resided outside the state of California.

8 74. Plaintiff JANE DOE NO. 121 is a United States citizen who, all relevant
9 times alleged herein, resided outside the state of California.

10 **B. DEFENDANTS**

11 75. Defendant AYLO MEDIA S.A.R.L. is a foreign entity (a Société à
12 responsabilité limitée) incorporated in Luxembourg (RCS No. B161021) that, at all
13 relevant times alleged herein, conducted business throughout the United States, including
14 within the Southern District of California. Aylo Media S.a.r.l. was formerly known as
15 “MindGeek S.a.r.l.” from May 2011 until August 2023. Aylo Media S.a.r.l. owns and
16 operates over 100 pornographic websites, production companies, and pornography
17 brands, and is believed to own most of the pornography on the Internet, much of which it
18 distributes for free, to any person with a web connection, regardless of age. Although
19 incorporated in Luxembourg, Aylo Media S.a.r.l.’s principal place of business is
20 Montreal, Canada. Approximately 1,000 employees work out of its office located at
21 7777 Boulevard Décarie, Montreal, QC H4P 2H2 (“**Montreal Office**”). Aylo Media
22 S.a.r.l. also has smaller satellite offices and studios in, among other places, San Diego,
23 Los Angeles, San Francisco, London, Bucharest (Romania), and Nicosia (Cyprus).

24 76. Plaintiffs are informed and believe Aylo Media S.a.r.l. was, at all relevant
25 times alleged herein, owned by Feras Antoon, David Tassillo, and Bernd Bergmair, and
26 that, as of 2022, its directors were Andreas Andreou, Anis Baba, Claude Favre.
27 Plaintiffs are informed that, in March 2023, Feras Antoon, David Tassillo, and Bernd
28 Bergmair transferred their ownership interest in MindGeek S.a.r.l. to a new ownership

1 group that used three entities incorporated in the British Virgin Islands—ECP One
2 Limited, ECP Three Limited, and ECP Four Limited—to hide their identities. “The sole
3 director of ECP One, ECP Three and ECP Four is listed as FFP (BVI) Limited, a British
4 Virgin Islands company billing itself as a ‘leading offshore firm, providing fiduciary,
5 restructuring, trustee, economic substance and registered office and agent services.’”⁵

6 77. Plaintiffs are informed, believe, and allege that, at all relevant times alleged
7 herein, the corporate policies for Aylo Media S.a.r.l. and its subsidiaries, including all
8 defendants named herein, were made by the Aylo Media S.a.r.l.’s owners Feras Antoon,
9 David Tassillo, and Bernd Bergmair, the carefully selected directors they appointed,
10 including, *inter alia*, Corey Urman, Andreas Andreou, Anis Baba, Stephane Manos, and
11 Ouissam Youssef, and Aylo’s Chief Legal Officer, Anthony Penhale (**collectively “Aylo
12 Control Group”**).⁶ The directors within the Aylo Control Group are beholden to the
13 owners of Aylo Media S.a.r.l. who appointed them, set their compensation, and have the
14 authority to remove them. Plaintiffs are unaware of any Aylo-related entity that does not
15 act at the direction of or take orders from the Aylo Control Group at all relevant times
16 alleged herein.

17 78. Defendant AYLO FREESITES, LTD. is a foreign entity incorporated in the
18 Republic of Cyprus (Reg. No. HE 243057) that, at all relevant times alleged herein,
19 conducted business throughout the United States, including within the Southern District
20 of California. From its incorporation until August 2023, Aylo Freesites, Ltd. was known
21 as “MG Freesites, Ltd.” Upon information and belief, Aylo Freesites, Ltd. is a wholly
22 owned subsidiary of Aylo Media S.a.r.l., was controlled by the Aylo Control Group, and
23 conducts nearly all its daily operations out of the Montreal Office. Plaintiffs are
24

25 ⁵ See, *Details of Pornhub’s ‘transparent’ new ownership buried in British Virgin Islands,*
26 *documents show*, (June 19, 2023) available at [https://thelogic.co/news/details-of-](https://thelogic.co/news/details-of-pornhubs-transparent-new-ownership-buried-in-british-virgin-islands-documents-show/)
27 [pornhubs-transparent-new-ownership-buried-in-british-virgin-islands-documents-show/](https://thelogic.co/news/details-of-pornhubs-transparent-new-ownership-buried-in-british-virgin-islands-documents-show/)

28 ⁶ Plaintiffs are informed and believe that Corey Urman, Andreas Andreou, Anis Baba, Stephane Manos, and Ouissam Youssef are still managing agents for Aylo and Anthony Penhale is Aylo’s Chief Legal Officer after the sale to Ethical Capital Partners.

1 informed and believe that, as of May 2022, Aylo Freesites, Ltd. directors were Andreas
2 Andreou, Anis Baba, Constantine Georgoude, and Charme Management Ltd.

3 79. Defendant AYLO BILLING US CORP. is a payment processing company
4 that does business as “ProBiller.” Defendant Aylo Billing US Corp. is incorporated in
5 the State of Delaware (File No. 4970189) and was formerly known as “MG US Billing
6 Corp.” Its principal place of business is located at 21800 Oxnard Street, Suite 150,
7 Woodland Hills, CA 91367. Upon information and belief, Aylo Billing US Corp. is a
8 wholly owned subsidiary of Aylo Media S.a.r.l. and, at all relevant times alleged herein,
9 was controlled by the Aylo Control Group.

10 80. Defendant 9219-1568 QUEBEC, INC. is a company organized and existing
11 under the laws of the Province of Quebec, with a principal place of business located in
12 Montreal. Defendant 9219-1568 Quebec Inc. formerly conducted business under the
13 tradename “MindGeek” throughout the United States, including within the State of
14 California and this District and, since August 2023, has been conducting business as
15 “Aylo.” Upon information and belief, 9219-1568 Quebec, Inc. is a wholly owned
16 subsidiary of Aylo Media S.a.r.l., controlled by the Aylo Control Group, and conducts
17 nearly all its daily operations out of the Montreal Office. Plaintiffs are informed and
18 believe that, as of May 2022, 9219-1568 Quebec, Inc.’s directors were Andreas Andreou,
19 Constantine Georgoude, Feras Antoon, Polina Hadjivasilliou, and David Tassillo.

20 81. Defendant 4357337 CANADA INC. is a company organized and existing
21 under the laws of Canada with a principal place of business in Montreal. 4357337
22 Canada Inc. is an advertising company that sells ad space on Aylo’s websites and does
23 business as “TrafficJunky.” Defendant 4357337 Canada Inc. conducts much of its
24 business throughout the United States, including within this District. Upon information
25 and belief, 4357337 Canada Inc. is a wholly owned subsidiary of Aylo Media S.a.r.l.,
26 controlled by the Aylo Control Group, and conducts nearly all its daily operations out of
27 the Montreal Office. Although a separate entity, 4357337 Canada Inc. conducts all of its
28 business using Aylo’s Tubesites and Paysites (defined, *infra*). TrafficJunky charges

1 customers for ad impressions on a Cost Per Millenia (CPM) basis, meaning customers
2 pay TrafficJunky for every 1,000 impressions the ad receives on Aylo’s Tubesites. The
3 more traffic Aylo’s Tubesites generate, the more ad impressions they get, and the more
4 Aylo earns from ad sales through TrafficJunky.

5 82. Aylo Media S.a.r.l and its web of subsidiary companies, including all the
6 defendants named herein, are collectively referred to as **“Defendants,” “Aylo,” or**
7 **“MindGeek.”**

8 **C. DEFENDANTS OPERATE AS A SINGLE ENTERPRISE**

9 83. Defendants Aylo Media S.a.r.l., Aylo Freesites, Ltd., Aylo Biling US Corp.,
10 9219-1568 Quebec, Inc., and 4357337 Canada Inc. operate as a single enterprise that, at
11 all relevant times alleged herein, was controlled by the Aylo Control Group.

12 84. Whereas ordinary companies create divisions or departments within the
13 company for marketing, accounting, shipping, billing, customer service, and other
14 functions, the Aylo Control Group incorporated separate entities for each division to
15 avoid liabilities, evade taxes, and hide the identities of the true owners. The result is a
16 massive web of entities owned by Aylo Media S.a.r.l. that the Aylo Control Group
17 operates as a single business enterprise dedicated to producing, distributing, and
18 monetizing pornography.

19 85. All entities within the corporate web rely on the same four tubesites and four
20 paysites to generate revenues. Aylo’s tubesites are PornHub.com, YouPorn.com,
21 RedTube.com, and Tube8.com (**“Aylo’s Tubesites”**) and its paysites are
22 PornHubPremium.com, YouPornPremium.com, RedTubePremium.com, and
23 Tube8VIP.com (**“Aylo’s Paysites”**). Plaintiffs are informed and believe Aylo Media
24 S.a.r.l. owns the domains for Aylo’s Tubesites and Paysites.

25 86. While contracts exist between the entities, there are no arm’s length
26 transactions because Aylo Control Group controls both sides of the supposed
27 negotiations. To give the appearance of arm’s length transactions, Aylo Control Group
28 claims it uses “third parties to conduct transfer pricing studies” to set prices in the

1 contracts between Aylo Media S.a.r.l.’s subsidiaries, including all other defendants. The
2 contracts, however, are “cost plus,” meaning the “service provider is reimbursed for the
3 cost of providing the service and paid an additional amount representing a percentage of
4 the cost on top,” according to Aylo Director Andreas Andreou.⁷ The price set by these
5 supposedly neutral third parties is therefore meaningless because it is a zero-sum game
6 within Aylo Media S.a.r.l.’s web of subsidiaries. Every dollar paid by one subsidiary
7 under the intercompany contracts is a dollar earned by another subsidiary, and in the end
8 all profits flow back to Aylo Media S.a.r.l., where the profits are distributed to Aylo
9 Media S.a.r.l.’s owners. Because of this, Plaintiffs are informed and believe Aylo’s
10 accountants prepare consolidated financial statements for all entities within the corporate
11 web.

12 87. The way Aylo handles its intellectual property further highlights the lack of
13 separateness between the entities. Aylo Media S.a.r.l.’s subsidiary, Licensing IP
14 International, S.a.r.l., is the registered owner for most, if not all, of the trademarks used
15 by the companies in Aylo’s corporate web. For example, defendant Aylo Billing US
16 Corp. processes payments for Aylo’s Tubesites and Paysites under the name “Probiller,”
17 and defendant 4357337 Canada Inc. sells ad space on Aylo’s Tubesites and Paysites
18 under the name “TrafficJunky.” Yet, neither entity owns the trademark for their
19 respective trade name. Instead, Licensing IP International, S.a.r.l. is the registered owner
20 of the trademarks for both “Probiller” and “TrafficJunky” and many other trademarks
21 used by Aylo that are vital to their respective businesses. These include, but are not
22 limited to: “Brazzers” (a paysite operated by subsidiary MG Premium Ltd.); “PornHub”
23 (a tubesite operated by Aylo Freesites, Ltd.); “YouPorn,” (a tubesite operated by Aylo
24 Freesites, Ltd.); “RedTube” (a tubesite operated by Aylo Freesites, Ltd.); “ModelHub” (a
25

26 ⁷ See, Declaration of Aylo Director Andreas Andreou filed May 23, 2022 in *Fleitas v.*
27 *MindGeek S.a.r.l. Cent. Dist. Cal.* Case No. 2:21-cv-04920-CJC-ADS, Dkt Ent. No. 139,
28 at ¶ 9.

1 platform for models to publish content operated by USA MG Billing Limited and Aylo
2 Billing US Corp.); and “SpiceVids” (a website operated by USA MG Billing Limited and
3 Aylo Billing US Corp.).

4 88. If it chose to do so, Licensing IP International, S.a.r.l. could upend any of
5 the other Aylo subsidiaries’ business operations by refusing to license the trademarks,
6 drastically increasing the licensing fees, or bringing infringement actions against the
7 companies that use and rely on the marks. Of course, Licensing IP International, S.a.r.l
8 would never do this because the Aylo Control Group controls Licensing IP International,
9 S.a.r.l. and every other entity within the corporate web. The licensing structure is simply
10 another mechanism the Aylo Control Group uses to move money around within the web
11 of entities, avoid liabilities, evade taxes, and conceal the true ownership of the entity.

12 89. In addition to being controlled by the same group of individuals, upon
13 information and belief, and in particular, Defendants have: (a) commingled their funds
14 and other assets, failed to segregate funds between them, and have without authorization
15 diverted corporate funds and assets for noncorporate uses; (b) treated each other’s assets
16 as their own; (c) issued shares of one other to themselves and third parties haphazardly
17 and without authority; (d) held themselves out as being personally liable for the debts of
18 each other; (e) failed to maintain minutes and corporate records, and confused the records
19 of the separate entities; (f) used the same business locations and employed the same
20 employees; (g) failed to adequately capitalize the entities; (h) used each other as a conduit
21 for a single venture of themselves; (i) failed to maintain arm’s length relationships among
22 themselves; (j) loan each other money whenever a subsidiary was in need of capital; and
23 (k) diverted assets without consideration from/to one another to the detriment of
24 creditors, including Plaintiffs.

25 90. Aylo Control Group could easily restructure the company, “renegotiate” the
26 cost-plus contracts, or reroute the flow of money within the overall enterprise to avoid
27 collection. The only way to ensure that any judgment issued by this Court is enforceable
28 is to hold Defendants jointly and severally liable as alter egos.

1 91. In addition to being alter egos, Defendants were agents, servants,
2 representatives, partners, joint venturers, co-conspirators, affiliates, parents, subsidiaries,
3 and/or employees of each other in the acts and/or omissions herein alleged. Defendants
4 were acting within the course and scope of their authority as such agents, servants,
5 representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or
6 employees and with the permission, authorization, consent, and ratification of each other.

7 **III.**

8 **JURISDICTION AND VENUE**

9 **A. SUBJECT MATTER JURISDICTION**

10 92. This Court has original subject matter jurisdiction over the private right of
11 action for victims of sex trafficking under 28 U.S.C. § 1331.

12 93. Plaintiffs’ claims arise under 18 U.S.C. § 1595, which states, “[a]n
13 individual who is a victim of a violation of this chapter may bring a civil action...in an
14 appropriate district court of the United States. . .” and under 18 U.S.C. § 1964, which
15 states, “[a]ny person injured in his business or property by reason of a violation of section
16 1962 of this chapter may sue therefor in any appropriate United States district court”
17 18 U.S.C. §§ 1595(a), 1964(c).

18 94. 28 U.S.C. § 1367 provides this Court with supplemental/pendent jurisdiction
19 to hear Plaintiffs’ California Civil Code § 52.5 cause of action, which arises from the
20 same case or controversy as Plaintiffs’ causes of action for violation of 18 U.S.C. § 1595
21 and 18 U.S.C. § 1962(c), over which this Court has original jurisdiction.

22 **B. PERSONAL JURISDICTION**

23 95. The Court has jurisdiction over all defendants pursuant to 18 U.S.C. § 1596,
24 which gives this Court “extra-territorial jurisdiction over any offense (or any attempt or
25 conspiracy to commit an offense) under section...1591...if...an alleged offender is
26 present in the United States, irrespective of the nationality of the alleged offender. All
27 corporate defendants have an active presence in the United States.

28 ///

1 96. This Court also has general personal jurisdiction over all defendants. Aylo
2 Billing US Corp. is domiciled and maintains its principal places of business in the State
3 of California—specifically at 1800 Oxnard Street, Suite 150, Woodland Hills, California
4 91367—and is registered to do business in the state of California with California’s
5 Secretary of State.

6 97. Each of the remaining foreign defendants conducts significant business
7 activities within the state of California and have purposefully availed themselves of
8 jurisdiction by: (a) directing their activities at California residents; (b) deriving benefit
9 from their activities in California; (c) creating a substantial connection with California;
10 (d) engaging in significant activities within California; (e) creating continuing obligations
11 between themselves and residents of California; (f) causing liability-producing acts and
12 foreseeable consequences in California, (g) maintaining offices in California, and (h)
13 employing California residents.

14 98. Each foreign defendant named herein transacts significant and continuous
15 business within the state of California through Aylo’s Tubesites and Paysites, which
16 conduct significant and continuous business within the state of California. In 2019, the
17 city of Los Angeles was the 4th ranked city in the world for usage of PornHub.com.⁸
18 Plaintiffs are informed and believe defendant Aylo Media S.a.r.l. owns the domains for
19 Aylo’s Tubesites and Paysites. According its director Andreas Andreou, defendants Aylo
20 Freesites, Ltd. and 9219-1568 Quebec Inc. “operate” and “service” Aylo’s Tubesites,
21 respectively.⁹ Defendant 4357337 Canada Inc., dba TrafficJunky, sells advertising space
22
23

24 ⁸ See, *PornHub’s Top 20 Cities*, available at [https://www.pornhub.com/insights/top-20-](https://www.pornhub.com/insights/top-20-cities)
25 cities (published May 21, 2019).

26 ⁹ See, Declaration of Aylo Director Andreas Andreou filed May 23, 2022 in *Fleitas v.*
27 *MindGeek S.a.r.l.*, Cent. Dist. Cal. Case No. 2:21-cv-04920-CJC-ADS, Dkt Ent. No. 139,
28 at ¶¶ 17 and 32; see also, Complaint filed in *MG Freesites, Ltd. v. ScorpCast*, Del. Dist.
Ct. Case No. 1:20-cv-01012-CFC at ¶ 2 (“MindGeek operates its freesites, including,
PornHub.com, YouPorn.com, RedTube.com, and Tube8.com through its subsidiary, MG
Freesites, Ltd.”).

1 on Aylo’s Tubesites.¹⁰ And Aylo Billing US Corp., dba Probiller, processes payments on
2 Aylo’s Paysites.¹¹ As a result, each defendant maintains significant and continuous
3 contact within the State of California by and through Aylo’s Tubesites and Paysites.
4 Exercising general jurisdiction over each of the foreign defendants—who willfully and
5 deliberately target the State of California—does not offend traditional notions of fair play
6 and substantial justice.

7 99. Additionally, this Court maintains specific personal jurisdiction over each
8 foreign defendant because their respective California-based contacts give rise to, or are
9 related to, the Plaintiffs’ claims alleged herein, specifically Aylo’s contractual
10 relationship with San Diego-based sex traffickers and the publication, sale, and
11 exploitation of videos produced by San Diego-based sex traffickers on Aylo’s Tubesites
12 and Paysites.

13 100. Aylo Freesites, Ltd. contracted with the San Diego-based sex traffickers
14 GirlsDoPorn through its Content Partner Program and Viewshare Program and, at
15 minimum, made bimonthly payments to GirlsDoPorn’s banks located within this
16 jurisdiction, representing GirlsDoPorn’s share of the revenues generated by the sale of
17 the illegal videos on Aylo’s Tubesites and Paysites.

18 101. Further, Aylo Freesites, Ltd. “operates” Aylo’s Tubesites and Paysites where
19 GirlsDoPorn’s sex trafficking videos (including those featuring Plaintiffs) were published
20 and monetized. Plaintiffs are informed and believe 9219-1568 Quebec, Inc. hired and
21 managed employees that published, maintained, advertised, edited, and optimized
22 GirlsDoPorn’s videos on Aylo’s Tubesites and Paysites, including videos of Plaintiffs.
23 Defendant Aylo Billing US Corp. processed payments for the sale of GirlsDoPorn’s sex
24 trafficking videos (including Plaintiffs’ videos) on Aylo’s Paysites. Defendant 4357337

25 _____
26 ¹⁰ See, <https://www.trafficjunky.com/online-advertising/who-we-are>

27 ¹¹ See, [Probiller.com/about](https://www.pornhubpremium.com/information/terms) (footnote indicating it’s the property of MG Billing US Corp.)
28 and <https://www.pornhubpremium.com/information/terms> (indicating “MG Billing US
Corp., Probiller.com...may appear on your credit card statement, bank statement, or
phone bill for all applicable charges.”)

1 Canada Inc. sold advertising space surrounding Plaintiffs’ videos on Aylo’s Tubesites,
2 the value of which was expressly tied to the amount of views Plaintiffs’ videos received
3 on Aylo’s Tubesites since defendant 4357337 Canada Inc. (d/b/a TrafficJunky) sells its
4 advertisements on a “CPM” basis.¹² Plaintiffs are informed and believe and allege
5 thereon that Aylo Billing US Corp. and Aylo Freesites, Ltd. received affiliate fees from
6 GirlsDoPorn’s credit card processors that processed subscription payments on
7 GirlsDoPorn.com, including California based credit card processor Epoch.com
8 (principal place of business Santa Monica, California) and CCBill.com (principal place of
9 business Tempe, Arizona). As a result, this Court maintains specific personal jurisdiction
10 over all defendants.

11 102. Finally, this Court maintains personal jurisdiction over each foreign
12 defendant since each is an alter ego of California-based defendant Aylo Billing US Corp.

13 **C. VENUE**

14 103. Venue is proper in the United States District Court for the Southern District
15 of California pursuant to 28 U.S.C. §§ 1391(b)(2), (b)(3), (c)(2), and (d) in that a
16 substantial part of the events or omissions giving rise to the claims occurred in this
17 district and the corporate defendants are subject to personal jurisdiction in this district.
18 Additionally, “[a]ny civil action or proceeding under [Chapter 96 of the United States
19 Code] against any person may be instituted in the district court of the United States for
20 any district in which such person . . . transacts his affairs.” 18 U.S.C. § 1965(a).

21 104. A substantial part of the events giving rise to the claims here occurred in the
22 Southern District of California, and the Defendants have transacted their affairs in the
23 Southern District of California. GirlsDoPorn was headquartered in San Diego, California.

24
25 ¹² CPM stands for Cost per thousand, also referred to as cost per mille, is a marketing
26 term that's used to denote the price of 1,000 advertisement impressions on one web page.
27 An advertiser must pay \$2 for every 1,000 impressions of its ad if a website publisher
28 charges \$2 CPM. The "M" in CPM represents the word "mille," which is Latin for
"thousands."

1 Aylo contracted with and maintained a business relationship with GirlsDoPorn, while
2 GirlsDoPorn operated in San Diego, California. Most of the victims were recruited by
3 individuals operating in San Diego, California. Most of the GirlsDoPorn videos, which
4 appeared on Aylo’s websites, were filmed in San Diego, California. Numerous financial
5 transactions between GirlsDoPorn and Aylo were conducted in the Southern District of
6 California. Finally, several Plaintiffs reside within this judicial district.

7 **IV.**

8 **FEDERAL SEX TRAFFICKING LAWS**

9 105. Section 1591 defines sex trafficking as “knowingly. . . recruit[ing],
10 entic[ing], harbor[ing], transport[ing], . . . or solicit[ing] by any means a person . . .
11 knowing, or, . . . in reckless disregard of the fact, that means of force, threats of force,
12 fraud, coercion[,] or any combination of such means will be used to cause the person to
13 engage in a commercial sex act.” 18 U.S.C. § 1591(a)(1). A “commercial sex act” is as
14 “any sex act, on account of which anything of value is given to or received by any
15 person.” 18 U.S.C. § 1591(e)(3).

16 106. Under subsection (a)(2) of Section 1591, a person also commits criminal sex
17 trafficking if he or she “knowingly . . . benefits, financially or by receiving anything of
18 value, from participation in a venture which has engaged in an act [of sex trafficking]”
19 while “knowing or in reckless disregard of the fact, that means of force, threats of force,
20 fraud, coercion[,] or a combination of such means will be used to cause the person to
21 engage in a commercial sex act.” 18 U.S.C. § 1591(a)(2). “Participation in a venture” is
22 defined as “knowingly assisting, supporting, or facilitating a violation of subsection
23 (a)(1).” 18 U.S.C. § 1591(e)(4).

24 107. In 2008, Congress amended 18 U.S.C § 1595 (“Section 1595”) to “ma[ke] it
25 easier for victims of trafficking violations to bring civil suits...by broadening the parties
26 who could be sued for trafficking violations.”¹³ Since the amendment, sex trafficking

27 _____
28 ¹³ *M.A. v. Wyndham Hotels & Resorts, Inc.*, 425 F.Supp.3d 959 (S.D. Ohio 2019).

1 victims may bring a civil action against the “perpetrator” and anyone who “knowingly
2 benefits, financially or by receiving anything of value from participation in” the sex
3 trafficking venture.

4 108. The 2008 amendment presents businesses frequented by traffickers a choice
5 when it suspects a customer is using the business as part of a sex trafficking venture:
6 refuse services and move on to the next customer, or provide services, profit from the
7 transaction, but risk civil liability to the trafficking victims. Defendants chose the latter.
8 Defendants’ decade-long participation in, knowledge of, and business partnership with
9 the GirlsDoPorn sex trafficking venture was so extensive and continuous that Defendants
10 are liable as both the perpetrators and beneficiaries of sex trafficking under 18 U.S.C.
11 §§ 1591(a)(1), (a)(2), 1594(c), and 1595.

12 109. For years, websites that knowingly facilitated and profited from sex
13 trafficking hid behind the Communications Decency Act (47 U.S.C. § 230) (“**Section**
14 **230**”), which provided immunity against civil suits brought by the sex trafficking victims.
15 That all changed because of BackPage.com, who “for years, ha[d] been accused of
16 accepting classified ads promoting prostitution which allegedly resulted in sex trafficking
17 of . . . minors.”¹⁴ Despite the obvious crimes being committed by BackPage.com, in
18 2015, the First Circuit Court of Appeal upheld a district court’s dismissal of a sex
19 trafficking victim’s civil claims, finding Section 230 immunized Backpage.com despite
20 its knowledge that traffickers were using its site to sell underage women for sex. The
21 First Circuit Court of Appeal concluded its opinion by indicating the plaintiffs’ “remedy
22 is through legislation, not through litigation.” *Doe No. 1 v. Backpage.com, LLC*, 817
23 F.3d 12, 40 (1st Cir. 2016).

24 110. Congress responded to the BackPage.com decision in 2018 by passing the
25 Allow States and Victims to Fight Online Sex Trafficking Act/Stop Enabling Sex
26

27
28 ¹⁴ <https://www.forbes.com/sites/larrymagid/2018/04/06/doj-seizes-backpage-comweeks-after-congress-passes-sex-trafficking-law/?sh=42687f0350ba>

1 Traffickers Act (FOSTA/SESTA), which, among other things, amended the language of
2 Section 230. The purpose of FOSTA/SESTA was to “clarify that section 230 of such Act
3 does not prohibit the enforcement against providers and users of interactive computer
4 services of Federal and State criminal and civil law relating to sexual exploitation of
5 children or sex trafficking, and for other purposes.” Pub. Law, 115-164, 132 Stat. 1253
6 (2018). Section 230 “was never intended to provide legal protection to websites that
7 unlawfully promote and facilitate . . . traffickers.” *Id.* Websites have been “reckless in
8 allowing the sales of sex trafficking victims and have done nothing to prevent the
9 trafficking of children.” *Id.*

10 **V.**

11 **RELEVANT FACTUAL BACKGROUND**

12 **A. GIRLSDOPorn SEX-TRAFFICKED YOUNG WOMEN FROM 2007 UNTIL 2019**

13 111. In 2006, Michael Pratt and Matthew Wolfe began the sex trafficking venture
14 known as GirlsDoPorn. As it grew, Pratt and Wolfe brought others into the venture,
15 including, but not limited to, Garcia (a male actor and recruiter), Moser (administrative
16 assistant and driver), Gyi (a videographer) and Amberlyn Nored Clark (“Clark”)
17 (reference model).

18 112. GirlsDoPorn’s goal was to convince high school and college-aged women to
19 film pornographic videos, which they would monetize by publishing on the Internet,
20 including on the subscription websites, GirlsDoPorn.com and GirlsDoToys.com, and on
21 Aylo’s Tubesites and Paysites. GirlsDoPorn’s niche in the industry was to feature
22 “barely legal” “amateurs” who had no desire to enter the adult film industry. In some
23 instances, GirlsDoPorn groomed sixteen and seventeen-year-olds so they would fly to
24 San Diego and film on their eighteenth birthdays. Those videos begin with GirlsDoPorn
25 presenting the victim with a birthday cake. GirlsDoPorn’s website boasted that it
26 featured “girls next door” who were “[r]eal amateur girls having sex on video for the very
27 first time...this is the one and only time they do porn” and that it was “the only website
28 out that uses 100% real amateur first timers in all of our videos.” (Sics in original.)

1 113. The overwhelming majority of high school and college-aged women who
2 have no connection or desire to enter the adult film industry would never agree to appear
3 in pornographic videos that were going to be published anywhere on the Internet,
4 especially to the 8th most trafficked website in the world, PornHub.com. GirlsDoPorn
5 used a combination of force, fraud, and coercion to overcome this hurdle. GirlsDoPorn’s
6 illegal tactics changed over the years as it learned which worked best, but the goals
7 remained the same: say or do anything necessary to get victims to fly to San Diego and
8 convince victims that any videos that were made would never be seen by anyone in that
9 woman’s life because they would never be released in North America or published on the
10 Internet.

11 114. To locate victims, GirlsDoPorn published Craigslist advertisements
12 throughout the United States and Canada seeking young women for *clothed* modeling
13 gigs. The Craigslist ads invited prospective victims to learn more about the supposed
14 gigs by visiting sham fashion modeling websites GirlsDoPorn had created—
15 www.BeginModeling.com, www.ModelingWork.com, or www.ModelingGigs.com.
16 Each sham website was supported by a suite of social media accounts for the supposed
17 fashion modeling agency, lending further credibility. The sham modeling sites directed
18 victims to apply for fashion modeling gigs by submitting contact information and
19 photographs through a “Contact Us” portal. Of course, there were no clothed modeling
20 gigs. Instead, victims were unknowingly submitting their information and photographs to
21 a sex trafficking venture.

22 115. In 2010, GirlsDoPorn publicly admitted to using deceptive modeling
23 advertisements to lure victims to hotel rooms. The caption for a victim’s video published
24 on the public portion of GirlsDoPorn’s website read:

25 This smokin hot 18 y/o teen named jessica was trying too find some
26 money so that she could get a boob job done. **She contacted us**
27 **regarding an add I had placed for beauty models wanted ,**
28 **having no idea it was actually for adult videos instead ha :)**

1 (Sics in original, emphasis added.) GirlsDoPorn continued to use bogus clothed modeling
2 advertisements to attract victims until it was shut down in October 2019.

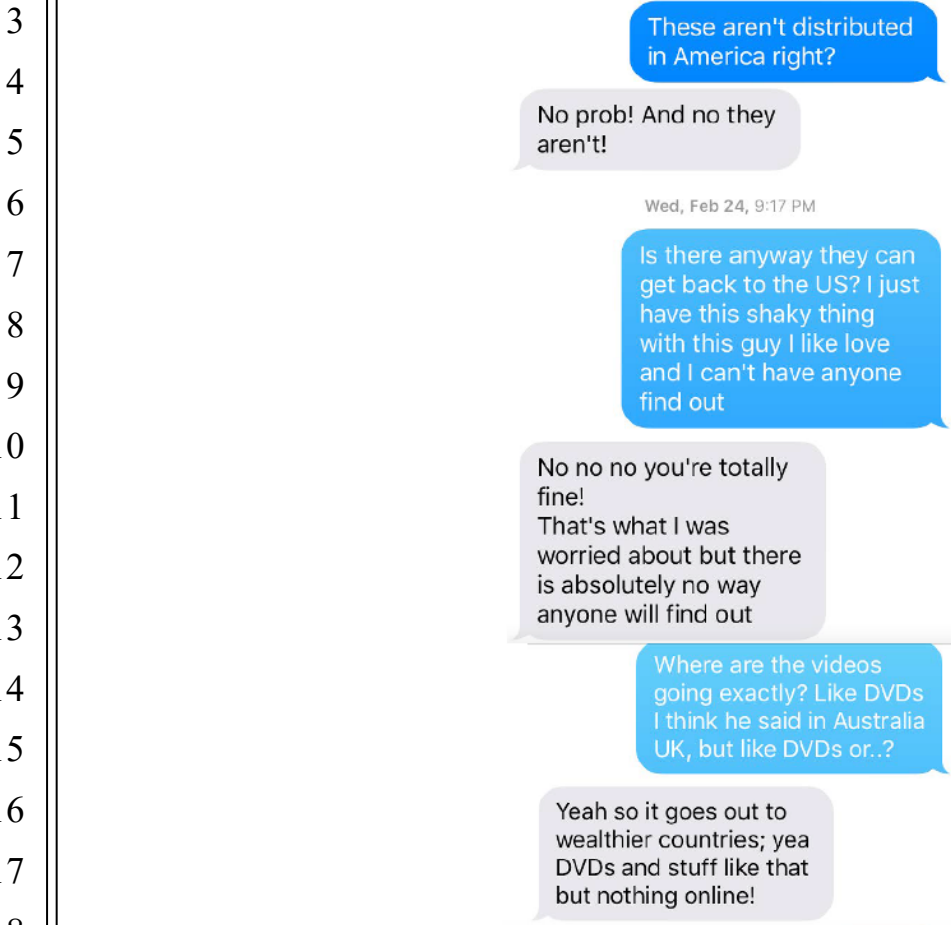
3 116. GirlsDoPorn graded the submissions to its sham modeling websites based on
4 age and looks. The younger and more attractive, the higher the grade. If selected,
5 GirlsDoPorn would send a long email cryptically offering thousands of dollars for an
6 “adult gig.” After sending the lengthy email, GirlsDoPorn called victims using the phone
7 number the victims were duped into submitting to its sham modeling websites. Once on
8 the phone, GirlsDoPorn began its campaign of lies and coercion, avoiding a paper trail.

9 117. During the calls, GirlsDoPorn gauged victims’ willingness to do semi-nude
10 or modeling. For those who seemed comfortable with nude modeling, GirlsDoPorn
11 would mention that they also produced adult films, but quickly assured the victims the
12 videos they created would be released on DVDs overseas, usually in Australia, and that
13 the videos would never be published online. GirlsDoPorn routinely booked a flight and a
14 hotel while victims were still on the initial call, and would then email the flight and hotel
15 confirmations to the victims, adding further pressure to agree to fly to San Diego.

16 118. Prospective victims were naturally dubious about GirlsDoPorn’s claims of
17 anonymity and international distribution, often requiring numerous assurances in
18 response to direct inquiries about where and how the videos would be distributed. To
19 help solidify this lie, GirlsDoPorn paid and coached “reference models” to confirm the
20 video would never be published online and to assuage any other concerns the victim may
21 have had. The reference models shared their social media accounts and other personal
22 details with the victims to earn their trust and as proof that they were who they said they
23 were.

24 119. Unbeknownst to the victims, GirlsDoPorn coached its reference models to
25 falsely claim they had already filmed videos for the company, received thousands of
26 dollars in cash, and that no one in that woman’s life had ever seen the video because they
27 were distributed on DVDs overseas. The following text exchange is between
28

1 GirlsDoPorn’s reference model Kailyn Wright and a GirlsDoPorn victim shortly after
2 GirlsDoPorn’s initial phone call to the victim:



19 120. Ms. Wright testified in the State Court Action that she lied to this victim
20 “[b]ecause that’s what they told me to say. That’s what they were paying me to say.”

21 121. Amberlyn Clark, who served as a reference for GirlsDoPorn, testified in the
22 State Court Action that Garcia helped her create a fake backstory about how she was
23 from a small town, filmed several videos for the company, and no one in her small town
24 knew of the videos because none of them were ever published online or available in the
25 United States. Clark was told to say the videos “wouldn’t be put online and that they
26 would go to private collectors” located “[o]utside of the U.S.” Garcia advised Clark to
27 reassure models that “no one would find out.”

28 ///

1 122. GirlsDoPorn would initially offer victims around \$5,000. If that was not
2 enough to get the victim to commit, GirlsDoPorn would keep increasing the offer until
3 they agreed to fly to San Diego, even though GirlsDoPorn knew it would never pay the
4 increased amount once the victims arrived. Once a victim was alone in a hotel room in
5 San Diego, GirlsDoPorn would routinely fabricate supposed imperfections to use as a
6 pretext to reduce the offer, such as claiming the victim had cellulite, uneven breasts,
7 bruises, or some other made-up flaw. GirlsDoPorn would angrily accuse victims of
8 sending misleading pictures and become upset. Alone in a hotel room far from home, a
9 victim would have no choice but to relent, afraid of what would happen if she said no.

10 123. Pratt asked his assistant, Valorie Moser, to make recruiting calls for him,
11 hoping a female’s voice would be more reassuring than his. Pratt directed Moser to keep
12 making “highball” offers “to get [the victim] on the plane,” knowing that GirlsDoPorn
13 could coerce her into filming the video for less money. During the State Court Action,
14 Moser testified that “at least half the models [she] interacted with were paid less than
15 they were quoted.”

16 124. If the false promises of anonymity, highball offers, assurances from
17 reference models, and litany of lies did not work—or if the woman did not seem open to
18 pornography in the first place—GirlsDoPorn would offer prospective victims a clothed
19 modeling gig in San Diego. One of GirlsDoPorn’s boilerplate emails stated: “The first
20 offer is \$5,000 for the shoot with the guy, \$1,500 for a solo by yourself and \$300 if you
21 want to do clothed modeling.” There was never an option to do clothed modeling. The
22 offer was simply a way to “get the victim on a plane” so GirlsDoPorn could coerce her
23 into filming pornographic videos once she was alone in a hotel room in San Diego.
24 Many of GirlsDoPorn’s victims boarded flights to San Diego believing they would be
25 modeling fitness clothes, swimsuits, or lingerie, only to be coerced into pornography
26 once they were alone in a hotel room in San Diego.

27 125. Immediately before filming began, GirlsDoPorn would present victims with
28 a contract to sign. As Garcia admitted in his Plea Agreement, GirlsDoPorn intentionally

1 “did not give [victims] an opportunity to read [the contracts].”¹⁵ GirlsDoPorn would act
2 like they were behind schedule and rush the victims through the contracts, telling them
3 “the contracts simply said what the victims had already been told, including that the
4 videos would not be posted on-line.”¹⁶ GirlsDoPorn refused to give any victims a copy
5 of the documents they signed.

6 126. Filming was often an extremely long and painful process. Victims who
7 displayed pain or disinterest while filming were forced to reshoot scenes until
8 GirlsDoPorn had five consecutive minutes of usable footage in each of the five different
9 sexual positions. Because of this, filming sometimes lasted six to eight hours. Despite its
10 best efforts to refilm scenes or edit out incriminating footage, many of GirlsDoPorn’s
11 final videos depict obvious signs of the pain and suffering, including bloodstained sheets,
12 shouts of pain, and tear tracks visible in the victim’s makeup.

13 127. GirlsDoPorn used veiled and direct threats throughout the entire process to
14 ensure victims complied with their demands. GirlsDoPorn often blockaded the hotel
15 room doors with furniture or camera equipment, so the idea of leaving was never an
16 option. GirlsDoPorn had a strict policy of never letting the victim leave the room for any
17 reason, even to get fresh air or food—obviously knowing many victims would never
18 return if allowed to leave the room. In some instances, GirlsDoPorn’s cameraman and
19 actor physically blocked the door if the victim tried to leave.

20 128. If a victim refused to film, tried to stop once filming began, or would not
21 perform a sex act demanded of her, GirlsDoPorn would, among other things: falsely
22 claim the contract the victims signed legally required the victim to perform the act she
23 was refusing to perform; threaten to sue the victim for the cost of the hotel, flights and
24 time she allegedly “wasted”; threaten to cancel the victim’s return flight or actually do so;
25 and threaten to release any footage it had already filmed online. In at least one instance,
26

27 ¹⁵ See, Plea Agreement of Andre Garcia, filed on December 17, 2020 in *United States v.*
Pratt et al., Southern District of Cal. Case No. 3:19-cr-04488-JLS, Dkt. Ent. No. 149.

28 ¹⁶ *Id.*

1 Pratt sent text messages to a victim threatening to kill her if she did not fly to San Diego
2 the next day to film a video for GirlsDoPorn.

3 129. For GirlsDoPorn’s scheme to work, it was critical that victims never learned
4 they were dealing with the operators of GirlsDoPorn before filming. The Google search
5 results for “GirlsDoPorn” included the GirlsDoPorn website, dozens of free websites
6 featuring GirlsDoPorn’s videos, and www.PornWikiLeaks.com, where GirlsDoPorn
7 doxed its victims by publishing the victims’ and their families’ personal information and
8 social media accounts. No amount of force, fraud, and coercion could overcome the will
9 of a victim who knew that she was dealing with GirlsDoPorn.

10 130. GirlsDoPorn therefore had to actively conceal its true identity from the
11 victims. To accomplish this, GirlsDoPorn coached its reference models, makeup artists,
12 drivers, and cameramen how to answer victims’ questions about who the company was or
13 where the videos would be published. GirlsDoPorn also directed everyone to falsely
14 assure victims the videos would not be published online and to never mention the name
15 GirlsDoPorn.

16 131. To ensure employees complied with these demands, GirlsDoPorn’s long-
17 time attorney, Aaron Sadock, forced anyone providing a service to GirlsDoPorn
18 (employees, DMCA agents, makeup artists, chaffeurs, etc.) to sign onerous Non-
19 Disclosure Agreements and told them they would be in breach of the agreements if they
20 told any victim the name of the business or its website.

21 132. After the State Court Action was filed in June 2016, Sadock personally
22 coached GirlsDoPorn’s employees how to give false answers when victims inevitably
23 asked about the company’s identity or where the videos were distributed.

24 133. Once the videos were published on the Internet, GirlsDoPorn used an
25 aggressive marketing strategy to get people to visit their paysites. GirlsDoPorn sent, and
26 knew others would send, links for victims’ video trailers to social media accounts to the
27 victims’ friends, family, co-workers, employers, teachers, and classmates. GirlsDoPorn
28 believed that people who knew the victims were much more likely to purchase a

1 subscription to view the full-length video on GirlsDoPorn.com and GirlsDoToys.com.
2 This caused the videos to go viral amongst everyone the victims knew within 24 to 48
3 hours of the video being released online. By making the video go viral like this,
4 GirlsDoPorn was able to sell monthly subscriptions to customers who otherwise had no
5 interest in subscribing to GirlsDoPorn (or any other monthly pornography paysite for that
6 matter) but who simply wanted to see the victims' full-length video out of curiosity.

7 134. GirlsDoPorn had a cult following. Numerous websites and forums existed
8 for the sole purpose of doxing GirlsDoPorn's victims. Internet trolls created and
9 congregated on online forums where the sole purpose was to identify GirlsDoPorn's
10 victims by name, glean personal information about them, and harass them. The trolls
11 shared any information they could find on the forums, including the model's name, email
12 addresses, high school, biographical information, and links to the victims and their
13 families' social media accounts. Armed with victims' social media and contact
14 information, trolls sent links to the victims' video to people connected to the victims on
15 social media. Other trolls contacted the victims personally to attack, bully, shame, and
16 sexually proposition them. Some trolls contacted and harassed victims' family members,
17 friends, classmates, and church members.

18 135. PornWikiLeaks.com was the most notorious doxing website in the
19 pornography business. Pornography actors try to keep their personal information private
20 to avoid harassment (or worse) from stalkers and trolls. PornWikiLeaks' business model
21 was to publish personal information of people in the pornography industry (i.e., "dox"
22 them) and charge them a fee to remove the personal information.

23 136. GirlsDoPorn began doxing its victims on PornWikiLeaks.com as early as
24 2012. The doxing in the general forum on PornWikileaks became so regular that, in July
25 2015, the owner of PornWikiLeaks, Donald Seoane, created forum dedicated solely to
26 GirlsDoPorn's victims that he titled, "GirlsdoPorn.com GDP Girls Do Porn Exposed real
27 names and personal family info."

28 ///

1 137. The dedicated forum on PornWikiLeaks was so heavily trafficked that, in
2 November 2015, GirlsDoPorn purchased PornWikiLeaks.com from Donald Seoane to
3 use the website as a marketing tool. Once under its control, GirlsDoPorn began placing
4 advertisements in the forum with hyperlinks to GirlsDoPorn’s paysites. By early 2016,
5 the forum had hundreds of thousands, if not millions, of posts discussing the personal
6 lives and information of GirlsDoPorn’s victims.

7 138. Plaintiffs are informed and believe Aylo, like everyone else in the
8 pornography industry, was acutely aware of PornWikiLeaks.com, its doxing practices,
9 and GirlsDoPorn forum on that site. PornWikiLeaks.com was so universally known and
10 hated by the pornography industry that, in 2019, BangBros, one of Aylo’s biggest
11 competitors, allegedly bought the servers for the website and released a video on
12 YouTube setting the servers on fire, something that was covered by mainstream media
13 and which Aylo was certainly aware of.¹⁷

14 139. Some of the posts on PornWikiLeaks.com were narratives from
15 GirlsDoPorn’s victims detailing the force, fraud, and coercion used by GirlsDoPorn in its
16 recruitment and filming process.

17 140. The doxing forums, virality of the videos, and publicly available videos on
18 Aylo’s Tubesites and Paysites, created significant traffic to GirlsDoPorn’s paysite, which
19 averaged between ten to fifteen thousand subscribers per month.

20 141. The Federal Bureau of Investigation estimates GirlsDoPorn made over \$17
21 million from its sex trafficking operation between 2009 and 2019.

22 **B. THE AFFILIATE MARKETING RELATIONSHIP BETWEEN PAYSITES AND FREESITES**

23 142. The online pornography industry consists of two types of websites:
24 “paysites” and “freesites.” “Paysites” are websites where, as the name suggests, the user
25

26 ¹⁷ See, <https://news.yahoo.com/bangbros-bought-porn-doxing-just-083644759.html>;
27 <https://www.businessinsider.com/pornwikileaks-closed-by-bang-bros-2019-8>;
28 <https://www.vice.com/en/article/9keb4d/bang-bros-bought-pornwikileaks-doxing-forum-and-set-fire-to-it>

1 must pay to view the pornographic content. The videos on paysites are commonly said to
2 be behind a “paywall.” Paysites are usually owned and operated by the companies that
3 produce the pornography behind the paywall. For example, GirlsDoPorn operated two
4 paysites where it sold its full-length videos featuring its sex trafficking victims,
5 GirlsDoPorn.com and GirlsDoToys.com. GirlsDoPorn, like most paysites, generated
6 revenues by selling subscriptions, which were between \$30 to \$60 per month.

7 143. “Freesites” allow the public to view videos on the site for free. Freesites
8 contain massive libraries of videos uploaded by members of the public, commonly
9 referred to as “user generated content” or “UGC.” Freesites are referred to as “tubesites”
10 because they mimic the business model made popular by YouTube. Freesites attract
11 significant traffic with the allure of free pornography.

12 144. Freesites generate revenue in several ways. The massive amount of web
13 traffic on freesites allows them to earn significant revenues by selling advertising space
14 on the sites. Freesites also generate significant revenue from “affiliate fees.” In essence,
15 an “affiliate fee” is a customer referral fee paid by paysites to freesites for helping
16 paysites attract customers to their websites. When a freesite redirects a customer from the
17 freesite to a paysite by using a hyperlinked advertisement, and the customer pays to view
18 or to subscribe to the paysite, the operator of the freesite that directed the customer to the
19 paysite is paid an “affiliate fee.”

20 145. The payment of affiliate fees is administered by payment processors, who
21 process the subscription payments on the paysites. Freesites can register as an affiliate for
22 a paysite with the payment processor. For example, if a paysite like GirlsDoPorn opts
23 into the affiliate program operated by the payment processor for its paysite, then third
24 party freesites are authorized to publish *trailer* versions of the paysite’s videos on its
25 website, which the third-party affiliate surrounds with hyperlinked advertisements for the
26 paysite. If a customer clicks the hyperlinked advertisement and is redirected to the
27 paysite, the payment processor tracks which affiliated freesite directed the customer to
28 the paysite. Then, if the customer subscribes to the paysite, the payment processor

1 automatically splits the customer’s subscription payments between the paysite and the
2 registered affiliate freesite, often in perpetuity and often 50/50. The money the third
3 party freesite earns by redirecting customers to a paysite is called an “affiliate fee.”

4 **C. AYLO OWNS AND OPERATES DOZENS OF PORNOGRAPHIC WEBSITES, INCLUDING**
5 **THE 8TH MOST POPULAR WEBSITE IN THE WORLD, WWW.PORNHUB.COM**

6 146. Aylo owns and operates dozens of pornographic websites and brands. Over
7 the last twenty years, it has purchased its competition and now holds a monopoly over
8 internet pornography.¹⁸ Aylo generates revenues in many different ways, including
9 through subscription sales to its paysites, affiliate fees generated by its freesites,
10 advertising, and the sale of user data.

11 147. PornHub.com is Aylo’s flagship tubesite and PornHubPremium.com is its
12 flagship paysite. In 2019, PornHub.com had roughly 42 billion visits (an average of 115
13 million per day), making it the 8th most popular website in the world and the United
14 States), behind Google.com (1st), YouTube.com (2nd), Facebook.com (3rd), Amazon.com
15 (4th), Yahoo.com (5th), Twitter.com (6th), and Instagram.com (7th). Today, PornHub.com
16 is the 9th most trafficked site in the United States and has more visitors than the Internet
17 staples Amazon.com, Reddit.com, NetFlix.com, Craigslist.org, and Bing.com. According
18 to analytics published by Aylo, the United States is the top country by volume of
19 PornHub.com usage and, as for top cites, Los Angeles, California is ranked the 4th highest
20 in the world. Aylo’s other tubesites currently generate tens of millions of views per
21 month—YouPorn.com (173 million visits per month), RedTube.com (112 million visits
22

23
24 ¹⁸ See, *Vampire Porn: MindGeek is a cautionary tale of consolidating production and*
25 *distribution in a single, monopolistic owner*, The Slate (Oct. 2014) available at
[https://slate.com/technology/2014/10/mindgeek-porn-monopoly-its-dominance-is-a-cautionary-tale-for-](https://slate.com/technology/2014/10/mindgeek-porn-monopoly-its-dominance-is-a-cautionary-tale-for-other-industries.html)
[other-industries.html](https://slate.com/technology/2014/10/mindgeek-porn-monopoly-its-dominance-is-a-cautionary-tale-for-other-industries.html)

26 See also, *The Porn Monopoly*, The Medium (Sept. 2016) available at
27 <https://medium.com/five-guys-facts/8-19-16-davis-ce6771141589>

28 See also, *MindGeek: A Deep Dive on the Monopoly of Internet Pornography* (Dec. 2022)
available at <https://voxdextra.substack.com/p/mindgeek-a-deep-dive-on-the-monopoly>

1 per month), and Tube8.com (16 million visits per month). Aylo’s paysite
2 PornHubPremium.com generates roughly 23 million visits per month.¹⁹

3 148. Aylo’s Tubesites and Paysites are interactive, robust, and multi-faceted e-
4 commerce websites designed to attract and sell various sex related products and services,
5 primarily pornographic videos, to a high volume of sex industry customers, production
6 companies, and performers. They do extensive business over the Internet, where Aylo
7 knowingly and repeatedly receives and transfers funds for various purchases and services,
8 transfers computer files, and enters contracts with individuals and entities throughout the
9 world, including residents of every state.

10 149. Aylo’s Paysites reportedly generated \$1.3 billion in subscription revenue
11 between 2012 and 2018.²⁰ Aylo’s revenue from subscriptions for 2018 alone totaled
12 \$220.9 million – or a weekly average of \$4.2 million.²¹

13 150. The most popular feature on Aylo’s Tubesites is the expansive searchable
14 video library. As of December 8, 2020, PornHub.com had approximately 14,000,000
15 pornographic videos in its free video library. Most videos are between five and twenty
16 minutes long. If each of these 14,000,000 videos were just four minutes long, a highly
17 conservative estimate, it would take over 106 years for one person to watch all the
18 footage. The videos in these massive libraries come from several different sources,
19 including members of the public, third party pornography production companies, and
20 Aylo itself, who produces its own content sold under brand names such as Reality Kings,
21 Brazzers, and Digital Playground. Until December 2020, Aylo permitted members of the
22 public to upload videos to the general library on its Tubesites anonymously. Aylo did not
23
24

25 ¹⁹ See, <https://www.similarweb.com/>

26 ²⁰ See, *Grant Thornton has resigned as auditors to firms owned by operator of Pornhub*
27 (Feb. 9, 2021) available at [https://www.thejournal.ie/grant-thornton-pornhub-5350441-
Feb2021/](https://www.thejournal.ie/grant-thornton-pornhub-5350441-Feb2021/)

28 ²¹ *Id.*

1 collect or verify any personal information that would allow Aylo or authorities to identify
2 or locate the person who uploaded videos to its Tubesites.

3 151. As part of the interactive experience offered on Aylo’s Tubesites, customers
4 and viewers can create accounts, post comments under videos, and communicate with
5 one another. Accountholders can subscribe to follow certain performers and send
6 performers compensation through the websites. Finally, prior to December 8, 2020,
7 Aylo’s Tubesites also allowed its users to easily download the videos from its public
8 library for free, thereby turning it into a free content sharing platform for its users.

9 152. In early December 2020, multiple news outlets published reports about Aylo
10 permitting and facilitating sex trafficking on its Tubesites, including a New York Times
11 article entitled “The Children of Pornhub.” In response to the reports, Visa and
12 Mastercard publicly terminated their relationships with Aylo. Several days later, on
13 December 8, 2020, Aylo announced several changes to its policies, including
14 (1) allowing “Verified Uploaders Only,” (2) “Banning Downloads,” and
15 (3) “Expand[ing] Moderation.”²² Aylo also removed roughly ten million videos from its
16 general library.²³

17 **D. AYLO IS A DEVELOPER AND RETAILER OF THE CONTENT ON ITS SITES**

18 153. Aylo’s Tubesites are distinguished from passive tubesites because Aylo
19 actively curates users’ experiences by monitoring, influencing, creating, editing,
20 developing, and promoting content created by its Content Partners.²⁴ Aylo offers
21 pornography production companies the opportunity to partner with Aylo through several
22

23 ²² See Our Commitment to Trust and Safety, PORNHUB HELP CENTER, *available at*
24 <https://help.pornhub.com/hc/en-us/categories/360002934613> (last visited Mar. 25, 2021).

25 ²³ See, *Pornhub removes a majority of its videos after investigation reveals child abuse*
26 (Dec. 15, 2020) *available at* <https://www.cnn.com/2020/12/15/business/pornhub-videos-removed/index.html>

27 ²⁴ The “About” page of MindGeek’s website declares, “[w]e’re designers, analysts,
28 developers, editors, marketers and so much more, sharing a drive for excellence working
alongside the brightest in our fields.” *About MindGeek*, MindGeek.com/about/ (last
visited Mar. 31, 2021).

1 programs that give Aylo to advertise, market, sell, and otherwise exploit the partners'
2 content in exchange for splitting the profits derived therefrom. These programs include
3 the “**Content Partner Program**” and “**Premium Viewshare Program**.”

4 154. Aylo describes its Content Partner Program as follows:

5 The Content Partner Program is designed for studios with a pay-
6 site to expose their content to millions of visitors. Once
7 partnered, you receive a personalized channel that includes free
8 ad space both on your channel and on your videos. Through the
9 use of video features on our homepage, your content is promoted
10 to our users which will direct traffic back to your pay-site, with
11 the intention of converting them into paying members. In turn,
12 we would receive a share of this revenue through your affiliate
program. There is no compensation based on views in this
program.²⁵

13 155. Aylo markets its Content Partner Program as providing “100+ milion [sic]
14 visits per day, Dedicated account reps, Most ad space in the industry, Exposure across the
15 Pornhub network (PornHub.com, YouPorn.com, RedTube.com and Tube8.com).”²⁶

16 156. Aylo’s also claims:

17 The Pornhub Content Partner Program has a global reach of over
18 100 million daily users with world-leading, high-quality adult
19 traffic and has been a proven program for hundreds of studios
20 and content producers who take part. We have helped boost the
21 branding and exposure of content partners from a variety of
niches, turning our traffic into your earnings!²⁷

22 157. Pornography production companies must apply to join Aylo’s Content
23 Partner Program. Aylo vets the companies before it allows an applicant to become a
24

25 ²⁵ See *What is the Content Partner Program?* PORNHUB HELP CENTER,
26 [https://help.pornhub.com/hc/en-us/articles/360048496113-What-is-the-Content-Partner-
Program-](https://help.pornhub.com/hc/en-us/articles/360048496113-What-is-the-Content-Partner-Program-) (last visited Mar. 26, 2021) (emphasis added).

27 ²⁶ Pornhub Network Content Partner Program, PORNHUB,
<https://www.pornhub.com/partners/cpp> (last visited Mar. 26, 2021) (emphasis added).

28 ²⁷ *Id.* (emphasis added).

1 Content Partner and become part of Aylo’s brand. If accepted, Aylo creates a “channel”
2 on Aylo’s Tubesites centralizing the Content Partner’s videos in a single location where
3 Aylo’s potential customers can search the Content Partner’s videos, organize them by
4 ratings and recentness, and receive email notifications when a Content Partner posts a
5 new video or takes other actions on the channel.

6 158. Aylo provides the Content Partner with a dedicated account representative
7 who actively promotes the Content Partner’s videos. Aylo’s Content Partner account
8 representatives, to use Aylo’s own job description, “create, optimize and maintain content
9 partner ad campaigns[.]” Aylo’s dedicated account representatives help its Content
10 Partners design channels in ways that, among other things, keep prospective customers
11 interested in the Content Partner’s niche of pornography for as long as possible. The
12 longer Aylo can keep the potential customer engaged on the Content Partner’s channel,
13 the more advertisement impressions it can sell, and the greater the chance it can earn
14 affiliate fees by redirecting customers to the Content Partner’s paysite.

15 159. Plaintiffs are informed and believe that Aylo provides more attention, staff,
16 and resources to those Content Partners generating the most user traffic and affiliate fees
17 for Aylo.

18 160. The Content Partners’ channels on Aylo’s Tubesites contain five to ten
19 minute *trailer versions* of the Content Partners’ videos that may be viewed for free.
20 Aylo’s Tubesites each offer “premium” subscriptions that give users access to a
21 companion paysite that includes *full-length* videos produced by Aylo’s Content Partners.
22 Aylo describes its Viewshare program as follows:

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

1 Are you a studio or producer without a pay-site? No problem!
2 The only requirement to be eligible for the Viewshare program
3 is that you are producing HD, adult video content.²⁸

4 161. By contracting with Aylo in its Viewshare Program, third party production
5 companies license their pornographic videos to Aylo, which Aylo then advertises,
6 markets, edits, and sells behind paywalls on Aylo’s Paysites. Aylo’s Tubesites offer
7 “premium” or “VIP” memberships, which give access to Aylo’s Paysites. For the Content
8 Partners participating in Aylo’s Premium Viewshare Program, Aylo acts as a traditional
9 retailer of the third party production companies’ pornographic videos. Aylo’s customers
10 pay to see the videos housed behind Aylo’s paywall, and Aylo shares the revenue with
11 the third parties supplying Aylo with videos to sell to Aylo’s customers.

12 162. Aylo also provides search engine optimization services for those
13 participating in its Content Partner Program and Viewshare Program, increasing traffic
14 from external search engines such as Google. Aylo also actively “suggests” content from
15 its Content Partner Program and Viewshare Premium to users of its Tubesites, which
16 internally drives traffic to and generates revenue for Aylo and its Content Partners and
17 Viewshare Program members.

18 163. Aylo describes the collaboration with its Content Partners and Viewshare
19 Program Members as follows:

20 We work closely with our clients to clearly understand their
21 business requirements, vision, and needs in order to provide the
22 best customized solution. We grow online brand exposure by
23 developing and collaborative social media with search engine
24 marketing tactics. Our Search Engine Optimization team is
25 dedicated to uncovering the best keyword combinations to target
26 exposure, ensures sites are compliant with search engine

27 ²⁸ *What is the Viewshare program?* PORNHUB HELP CENTER,
28 [https://help.pornhub.com/hc/en-us/articles/360047765034-What-is-the-Viewshare-](https://help.pornhub.com/hc/en-us/articles/360047765034-What-is-the-Viewshare-program-)
program- (last visited Mar. 26, 2021).

1 behavior, checks for the best user experience, and provides
2 performance optimization and website architecture tactics.²⁹

3 164. “The MindGeek Social Media Services exposes and grows a brand by
4 developing customized content strategies to cater to each platform and audience.”³⁰

5 165. If the Content Partner also uses Aylo’s Viewshare Program, Aylo creates
6 advertisements, tags, and hyperlinks on the Content Partner’s channel soliciting potential
7 customers to view the Content Partner’s full-length videos on Aylo’s Paysites.

8 166. On information and belief, Aylo’s representatives help create trailers to use
9 in advertisements for the Content Partner’s paysite and Aylo’s Viewshare Program. In so
10 doing, Aylo edits and modifies the video content, as well as uniquely names, titles,
11 describes, and tags the videos.

12 167. Aylo contributes to the creation of its Content Partners’ videos by having its
13 Content Partners follow a “Playbook” that directs the Content Partner on how to create,
14 edit, film, name, tag, brand, optimize, title, and thumbnail its content.

15 168. Aylo also contributes to the creation of the content on its Tubesites and
16 Paysites for videos uploaded by members of the public to its general library by forcing
17 them to comply with several requirements before the video will be published. When a
18 user uploads a new video, Aylo requires the user to choose a minimum number of tags to
19 describe the content from provided options, and when users choose certain tags, Aylo
20 suggest related tags to increase traffic to the video. Aylo also creates thumbnails for the
21 videos, which are a key component for attracting viewers, advising uploaders to carefully
22 choose a thumbnail from provided options that will appeal to viewers.

23 169. Aylo creates timelines placed underneath videos to demonstrate the level of
24 intensity of activity within the video, which enables users to identify and quickly “skip”
25 to various activity within the video. Aylo also controls the comments surrounding videos,
26

27 ²⁹ See, <https://www.mindgeek.com/services/> (as of July 2023).

28 ³⁰ *Id.*

1 the process for viewing, posting, and creating accounts, and the process for encouraging
2 and rewarding income and fees for downloaded and viewed content. Aylo advises
3 uploaders on what types of videos and images to post, specifically suggests keywords and
4 categories, and will edit non-compliant posts.

5 **E. AYLO KNOWINGLY PARTICIPATED IN AND BENEFITED FROM GIRLSDOPOORN'S**
6 **SEX TRAFFICKING VENTURE**

7 170. In or around 2009, GirlsDoPorn created accounts on Aylo's Tubesites and
8 began posting its trailer videos as ads for its paysite.

9 171. In or around 2011, GirlsDoPorn applied to participate in Aylo's Content
10 Partner Program and Viewshare Program. Aylo accepted GirlsDoPorn's application and
11 from then on, Aylo assisted the GirlsDoPorn sex trafficking venture by developing and
12 promoting its content, enhancing the visibility and popularity of its brand, processing
13 financial transactions for the sale of its illegal videos, increasing the traffic to and the sale
14 of subscriptions for GirlsDoPorn's paysites, and selling GirlsDoPorn videos through
15 Aylo's Viewshare Program.

16 172. Aylo assisted GirlsDoPorn in developing content and creating trailer
17 versions of victims' videos, including those featuring Plaintiffs, to post on its dedicated
18 channel. Aylo representatives assisted GirlsDoPorn in naming, editing, and tagging these
19 illegal videos.

20 173. Aylo designed and created hyperlinks and other advertisements to encourage
21 users to view GirlsDoPorn's channels on Aylo's Tubesites and to entice users to navigate
22 either to Aylo's premium pages or to GirlsDoPorn's paysites to purchase subscriptions
23 and watch full-length videos.

24 174. Aylo also created search engine optimization campaigns to promote and
25 maximize the exposure of GirlsDoPorn's sex trafficking videos, including of the
26 Plaintiffs.

27 175. Aylo created tags and search terms for GirlsDoPorn to make their videos
28 easier to find on its own websites and on other search engines.

1 176. Aylo actively suggested GirlsDoPorn’s videos and channels to users of its
2 Tubesites.

3 177. Aylo processed payments generated by the sale of the illegal videos on Aylo
4 Paysites, including those of the Plaintiffs, and then transferred a portion of those funds to
5 GirlsDoPorn.

6 178. The GirlsDoPorn channel on Pornhub.com had around 70 videos published
7 on it at any given time. As of May 2019, GirlsDoPorn’s channel had more than 700,000
8 subscribers and the 77 videos published on the channel were collectively viewed almost
9 700 million times. GirlsDoPorn channels on YouPorn.com, Tube8.com, and
10 RedTube.com contained between 100 to 200 videos of sex trafficking victims, which also
11 collectively had hundreds of millions of views. By the fall 2019, the videos on
12 GirlsDoPorn’s *channels* on Aylo’s Tubesites collectively had over one billion views.
13 This total does not account for the hundreds of videos featuring GirlsDoPorn’s victims
14 that were uploaded to the general libraries on Aylo’s Tubesites. Many of those videos
15 had millions of views each. Plaintiffs estimate that GirlsDoPorn’s illegal videos
16 generated more than 2 billion views on Aylo’s Tubesites, which in turn generated
17 millions of dollars in affiliate fees, advertising revenue, and data sales for Aylo.

18 179. As of 2020, there were more than 4,000 channels on PornHub.com. Aylo
19 ranks the channels by popularity. The rankings fluctuate but GirlsDoPorn’s channel on
20 PornHub.com was at least the 25th highest ranking channel on PornHub.com and 5th
21 highest ranking channel on YouPorn.com. Many of the channels that ranked higher than
22 GirlsDoPorn were channels for pornographic brands that Aylo owned and produced, such
23 as Brazzers and Reality Kings, and for which Aylo had more incentive to expend time
24 and money on since Aylo retained 100% of the proceeds from those brands. Plaintiffs are
25 informed and believe that GirlsDoPorn was one of Aylo’s top ten most profitable Content
26 Partners.

27 ///

28 ///

1 180. Upon information and belief, GirlsDoPorn’s sex trafficking videos were
2 viewed on Aylo’s Tubesites significantly more than on any other website.³¹

3 181. Upon information and belief, Aylo referred and linked more users to
4 GirlsDoPorn’s paysites than any other affiliate website. Accordingly, Aylo is responsible
5 for more of GirlsDoPorn’s subscription revenue than any other affiliate website.

6 182. As a result of the significant traffic GirlsDoPorn’s illegal videos were
7 generating, Aylo refused takedown requests submitted by its victims, allowing the videos
8 to be published and sold on Aylo’s Tubesites and Paysites until the Department of Justice
9 arrested and jailed GirlsDoPorn’s operators in October 2019.

10 183. In 2014, one of GirlsDoPorn’s victims’ videos was the second most viewed
11 video on PornHub.com that year. When she asked Aylo to remove the video, Aylo told
12 her “we take false claims very seriously and dissuade you from pursuing legal action with
13 this allegation.”

14 184. GirlsDoPorn would have never been profitable absent its partnership with
15 Aylo. GirlsDoPorn’s success and longevity were a direct result of Aylo actively
16 assisting, supporting, and facilitating the sex trafficking venture.

17 **F. AYLO KNOWINGLY BENEFITTED FROM ITS PARTICIPATION IN**
18 **GIRLSDOPORN’S SEX TRAFFICKING VENTURE**

19 185. The Aylo-GirlsDoPorn partnership allowed Aylo to sell, market, and
20 otherwise exploit the illegal videos featuring GirlsDoPorn’s victims, including of the
21 Plaintiffs, for its own financial gain.

22 186. Plaintiffs are informed and believe Aylo generated millions of dollars in
23 affiliate fees and premium subscriptions from selling, marketing, and exploiting videos
24 featuring victims of GirlsDoPorn’s sex trafficking venture, including Plaintiffs.

25
26
27 ³¹ The ease with Aylo permitted free videos to be shared and downloaded on its Tubesites
28 allowed users to obtain copies and widely circulate videos of GirlsDoPorn’s victims
among victim’s friends, family, colleagues, and classmates through social media, email,
text, and internet forums.

1 187. With more than one billion views of GirlsDoPorn’s videos on Aylo’s
2 Tubesites, GirlsDoPorn’s videos generated an enormous amount of traffic for Aylo’s
3 Tubesites, increasing Aylo’s advertising revenues, data collection, and sales for its own
4 products advertised for and sold on Aylo’s Tubesites.

5 188. GirlsDoPorn’s infamous practice of doxing its victims also increased traffic
6 to Aylo’s Tubesites as the victims’ friends, family, colleagues, classmates, and
7 acquaintances scrambled to view GirlsDoPorn’s videos of women they knew and shared
8 the videos with others.

9 **G. AYLO KNEW AS EARLY AS 2009 THAT GIRLSDOPORN USED FORCE, FRAUD, AND**
10 **COERCION AS PART OF ITS CUSTOMARY BUSINESS PRACTICES**

11 189. Beginning as early as 2009, Aylo knew, or acted in reckless disregard of the
12 fact that, GirlsDoPorn used force, fraud, and coercion to get its victims to engage in
13 commercial sex acts.

14 *i. Many Victims Reported to Aylo That the GirlsDoPorn Recordings*
15 *Published on PornHub were Obtained using Force, Fraud, and*
16 *Coercion and Were Published Without Consent*

17 190. GirlsDoPorn’s victims sent countless takedown requests to Aylo demanding
18 the videos be removed due to lack of consent. Some of the takedown requests included
19 descriptions of the force, fraud, and coercion GirlsDoPorn used and the significant
20 emotional distress and harassment they suffered from Aylo’s continued publication of
21 their videos.

22 191. For example, on August 8, 2016, a victim submitted the following request to
23 PornHub.com’s takedown portal.

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

27 Agree to Distribution: No.

28 (All sics in original.)

1 192. On August 13, 2016, this victim sent Aylo another takedown request for her
2 video published on Aylo’s website www.Tube8.com: “They scammed me and told me it
3 was only going to dvds in another country. Please this is ruining my life.”

4 193. On May 31, 2017, after Aylo continued to publish her video on
5 PornHub.com, the victim sent another request to remove her video.

6 I WAS SCAMMED. THIS COMPANY LIED TO ME ABOUT
7 THIS BEING ON THE INTERNET! THEY TOLD ME IT
8 WOULD ONLY BE AVAILIBLE ON DVD IN AUSTRALIA.
9 MY WORK FRIENDS AND FAMILY ALL KNOW AND
10 THIS VERY LINK IS BEING SENT AROUND. I WANT TO
JUST DIE

11 (All sics and capitalization in original.) The continued publication of this video caused
12 this victim to attempt suicide multiple times, cutting her arm from wrist to her elbow.

13 194. In another instance, a victim sent a takedown request on December 14, 2016,
14 advising Aylo:

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

18 195. In January 2016, another victim submitted a content removal request to
19 Aylo, begging to have her video removed because of the lack of consent and harassment
20 she was under.

21 That’s what I am trying to explain is that I did not consent to
22 being online!!! :((((me and other girls are being brutally
23 harassed.”

24 (Sics in original.)

25 196. The victim followed up a few days later telling Aylo she and her boyfriend
26 were in therapy because of the continued publication of the videos.

27 ///

28 ///

1 197. Plaintiffs are informed and believe Aylo received dozens of similar
2 takedown requests from GirlsDoPorn’s victims over the years.

3 198. Plaintiffs are informed and believe Aylo never once investigated the
4 repeated complaints of force, fraud, and coercion victims submitted.

5 **ii. Third Parties Reported to Aylo that the GirlsDoPorn were Published**
6 **Without the Victims’ Consent**

7 199. In addition to hearing directly from GirlsDoPorn’s victims, GirlsDoPorn’s
8 victims hired takedown companies that submitted requests to Aylo indicating the women
9 in the videos did not consent to their videos being published on Aylo’s Tubesites and
10 Paysites.

11 200. These third-party companies sent hundreds, if not thousands, of notices to
12 Aylo advising Aylo that it was publishing the victims’ GirlsDoPorn videos without the
13 victims’ consent.

14 **iii. GirlsDoPorn Publicly Admitted to Using Fraudulent Tactics to Lure**
15 **Young Women into a Hotel Room Under False Pretenses**

16 201. From the time GirlsDoPorn launched in 2009, anyone paying the slightest
17 attention to the pornography business or doing the slightest due diligence of its business
18 partners understood GirlsDoPorn used force, fraud, and coercion to get its high school
19 and college-aged victims to appear in its pornographic videos. As of 2010,
20 GirlsDoPorn’s homepage indicated:

21 Girlsdoporn is the only website that uses only 100% amateur
22 girls. There are a lot of websites out there that claim they have
23 first timers only . I myself have joined these kinda websites and
24 then days later started recognising the girls on other websites all
25 over the internet and been dissappointed . This is why I built
26 Girlsdoporn.com here you will find nothing but amateurs. I
27 refuse too shoot any girls who have prior exerience . All the girls
28 you will finrised d on my site are normal everyday girls you
would find in the city streets - malls - colleges and normal 9-5
jobs . I personally hunt out each and every one for your viewing
pleasure. You would be suphow quickly the offer of quick cash

1 turns these girls into part time pornstars. Everything you read or
2 see on this website is 100% real and true. We have no need too
3 trick or lie too you.. ENJOY GUYS !

4 (Emphasis and sics in original.)

5 202. Not long after GirlsDoPorn launched its website in 2009, GirlsDoPorn
6 publicly mocked a victim who had been lured to a hotel room to film a sex video under
7 the false pretense of a clothed modeling job. A caption to a video read:

8 This smokin hot 18 y/o teen named jessica was trying too find
9 some money so that she could get a boob job done. **She**
10 **contacted us regarding an add I had placed for beauty**
11 **models wanted , having no idea it was actually for adult**
12 **videos instead ha :)**

13 (Sics in original, emphasis added.)

14 203. These damning admissions were available to Aylo in 2011 when it accepted
15 GirlsDoPorn into its Content Partner Program and ViewShare Program and began selling,
16 marketing, and exploiting videos featuring GirlsDoPorn’s victims. It was also available
17 to Aylo when Aylo was receiving complaints about GirlsDoPorn’s fraud and coercion.

18 *iv. The GirlsDoPorn Videos Contain Obvious Indicia of Fraud*

19 204. The GirlsDoPorn videos themselves show GirlsDoPorn lied to the young
20 women about the publication of the video, and Aylo admits reviewing all video
21 submissions.

22 205. All GirlsDoPorn videos begin with a five to ten-minute “interview” of the
23 victims. The victims’ responses in the interviews made clear they believed the video
24 would not be published on the Internet or available to anyone in the United States.

25 206. No content or dialogue in the interviews clarified the production company
26 was GirlsDoPorn or that the videos would be posted on on GirlsDoPorn.com or any
27 website, for that matter.

28 207. In these interviews, victims often expressed how they would be ostracized if
the video were made public, demonstrating that the victims did not know about, or

1 consent to, the release of the videos on GirlsDoPorn or any of Aylo’s websites, which are
2 some of the most widely-viewed websites in the world.

3 208. Both Aylo and GirlsDoPorn knew the victims would be brutally harassed
4 once the videos were published and marketed on Aylo’s Tubesites, especially considering
5 the doxing occurring on PornWikiLeaks.com, which, as mentioned above, was a
6 notorious website known to all in the pornography industry.

7 ***vi. The Videos Contain Obvious Indicia of Coercion***

8 209. The video content made clear victims were subjected to coercion and did not
9 consent to all the sex acts portrayed in the videos. Some GirlsDoPorn videos depict
10 victims who are in visible distress. Bloodstained sheets and condoms can be seen in
11 some footage. Tracks of the victims’ tears can be seen in the victims’ makeup, showing
12 that victims had been in tears during the video production. In other videos, furniture can
13 be seen piled in front of the hotel room door. Aylo claims that it reviews all content, so it
14 should have seen and been alarmed by this content. Since at least 2016, numerous online
15 forums available from a simple Google search of “girlsdoporn” detailed these signs of
16 duress at length.

17 ***vi. The Videos Contain Obvious Use of Alcohol and Drugs by Minors***

18 210. GirlsDoPorn’s videos on Aylo’ Tubesites and Paysites include women under
19 21-years-old who were clearly under the influence of drugs and/or alcohol based on the
20 victims’ gait, blurred eyes, and slurred speech. Alcohol and marijuana paraphernalia can
21 be seen visibly strewn about the hotel room in the background of numerous videos. Since
22 Aylo claims that a human content moderator reviews every video, it was or should have
23 been aware women in GirlsDoPorn’s videos were frequently under the influence.

24 ***vii. GirlsDoPorn Made Publicly Available Statements Containing***
25 ***Admissions of Unlawful Acts***

26 211. Beginning in or around 2014, GirlsDoPorn operated an online forum that
27 included firsthand accounts of the fraudulent and coercive tactics it used. For example,
28 the forum included an account directly from GirlsDoPorn’s owners of a woman who

1 “flip[ed] out in the middle of the shoot [and] had a panic attack” when she “had enough”
2 and locked herself in the bathroom to avoid continuing with the filming process. In the
3 narrative, GirlsDoPorn mocked the victim for calling her mother for help and described
4 their efforts to convince her to finish the scene. GirlsDoPorn joked about the woman
5 being so upset that she disappeared from the hotel room and was never heard from again.

6 212. GirlsDoPorn published this post in its public forum in or around March
7 2015, where it remained until the forum was taken down in or around January 2020.

8 *viii. Several Victims Publicly Posted Survival Stories Describing*
9 *GirlsDoPorn’s Unlawful Acts*

10 213. Numerous victims have also come forward publicly to detail the force, fraud,
11 and coercion GirlsDoPorn’s used throughout the recruiting and filming process. In 2016,
12 one victim published a detailed account of the fraud on Reddit. It reads:

13
14 One day, I answered an ad for “beginmodeling.com” and after
15 that, my life would never be the same. From the minute Johnathan
16 contacted me, I was lied to repeatedly, manipulated, and coerced
17 into filming. A fake website, fake references from “past models”,
18 the entire premise is a lie.

19 [...]

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

27 Dre will offer to smoke with you, Johnathan will offer you a
28 drink, before you know it, they’ve got cameras out and they’re
recording you. They read you lines. “I am not under the
influence and I consent to the filming..” They’re pulling out
contracts. They don’t give you time to read them. “Begin
Modeling” is written at the top. Why? This isn’t modeling at all!

1 They give you a little script for your pre-interview. They tell you
2 exactly what to say if you won't say what they want you to. It's
3 all fake. They are extremely smart. And extremely manipulative.

4 [...]

5 I cry at one point. They switch angles so you can't see my face.
6 I start to bleed. They switch again, and then abandon the sex all
7 together. "Do you know what a facial is?" I didn't.

8 214. Another victim detailed her account with GirlsDoPorn online explaining
9 how GirlsDoPorn lured her to San Diego under the guise of modeling only to be forced to
10 film pornography.

11 215. Numerous stories like these were included in Google search results for
12 GirlsDoPorn. Aylo's role under its partnership agreement was to perform SEO services
13 for GirlsDoPorn. Accordingly, Plaintiffs are informed and believe Aylo was acutely
14 aware of these posts by GirlsDoPorn's victims.

15 *ix. In 2013, Miss Delaware Teen USA Was Publicly Maligned After*
16 *Her GirlsDoPorn Video was Leaked; Instead of Removing her*
17 *Video, Aylo Offered her \$250,000 to be a Spokesperson for its*
18 *Tubefile YouPorn.com*

19 216. In or around June 2012, a woman actively competing in beauty pageants
20 such as Miss Teen USA responded to a modeling advertisement and, like its other sex
21 trafficking victims, ended up filming a pornographic video for GirlsDoPorn as a result of
22 force, fraud, and coercion.

23 217. In November 2012, that woman won the "Miss Delaware Teen USA"
24 pageant.

25 218. In February 2013, GirlsDoPorn publicly released this woman's video on its
26 website and a trailer of the video on its channels on Aylo's Tubefiles. Her identity and
27 status as Miss Delaware Teen USA were quickly discovered and spread across the
28 internet.

///

1 219. The Miss Delaware Teen USA Organization learned about the video, and the
2 woman was forced to resign her position as Miss Delaware Teen USA.

3 220. Aylo released a public statement on its YouPorn.com Official Blog coyly
4 acknowledging that the woman’s video had “found it’s (sic) way online” and that the
5 woman had attempted to “den[y] any involvement in the video.” These statements
6 demonstrate Aylo’s understanding that the woman had been defrauded by GirlsDoPorn
7 and, like all other victims who had complained to GirlsDoPorn and Aylo at the time,
8 believed whatever photographs and footage taken in San Diego, the video would be
9 distributed outside North America and not be release online.

10 221. Aylo also praised GirlsDoPorn and bragged about its connection with the
11 studio that released a pornographic video apparently without the woman’s knowledge or
12 consent: “Luckily for us, Girls Do Porn, the studio responsible for the video, just so
13 happens to be a YouPorn partner and have been kind enough to upload a preview of the
14 Miss Teen Delaware sex tape for our viewing pleasure!”

15 222. Aylo also acknowledged that the release of the video had caused the woman
16 real harm: “Though [she] has resigned her title of Miss Teen Delaware, YouPorn has
17 stepped in to take the sting out of the situation, offering her a \$250,000 deal to become
18 the first ever Miss YouPorn!”

19 223. Despite its knowledge of the obvious force, fraud, and coercion, instead of
20 investigating further or taking steps to remove the non-consensual content, Aylo used the
21 buzz created by the teenager’s humiliation to further promote the video, its Content
22 Partner GirlsDoPorn, and its own Tubesites—notwithstanding the ruin it would cause the
23 eighteen year old woman.

24 x. ***GirlsDoPorn Responded to DMCA Takedown Requests Using a***
25 ***Fake Name and an Entity Based in a Third World Nation Known***
26 ***for Facilitating Money Laundering and Tax Evasion***

27 224. As a part of the takedown process provided for by the Digital Millenium
28 Copyright Act, when a victim sent a takedown notice to Aylo, GirlsDoPorn had the

1 opportunity to respond to the takedown request. GirlsDoPorn’s responses should have put
2 Aylo on further notice that GirlsDoPorn was a criminal enterprise. Instead, Aylo ignored
3 the obvious red flags in GirlsDoPorn’s response, it did not investigate further, and it did
4 not take down the videos.

5 225. GirlsDoPorn responses to takedown requests submitted to Aylo purported to
6 come from from “Jordan Powers,” who was identified as the CEO of BubbleGum Films.
7 The signature block for “Jordan Powers” was listed as follows:

8 BUBBLEGUMFILMS INC
9 c/o GT Group Limited
10 1st Floor Pacific Building
11 Port Vila, Vanuatu 65774
12 DMCA@MOMPOV.COM

13 226. The response undoubtedly raised alarms for Aylo for several reasons. First,
14 “Jordan Powers” did not exist. It was a fake name and Aylo could have uncovered this
15 fact through simple due diligence that it chose not to undertake. Second, the response
16 should have caused Aylo serious concern about its business partner because it was sent
17 from a business located in Vanuatu. Vanuatu is a tiny third world nation, widely known
18 for serving as a haven for money laundering, tax evasion, and other criminal activity.
19 Third, if the mere affiliation with Vanuatu was not enough to have caused Aylo to
20 investigate further, GirlsDoPorn identified the GT Group Limited as its point of contact
21 in Vanuatu. In 2011, there were widespread media reports about how the GT Group
22 Limited was helping launder money for criminal enterprises, such as drug cartels and
23 gunrunners.³²

24 227. Furthermore, on information and belief, neither “Bubblegum Films, Inc.”
25 nor any other dubious Vanuatu entities GirlsDoPorn named in the responses was a party
26 to GirlsDoPorn’s contracts with Aylo for the Content Partner Program and Viewshare

27 ³² See Gerard Ryle, *Inside the shell: Drugs, arms and tax scams*, INTERNATIONAL
28 CONSORTIUM OF INVESTIGATIVE JOURNALISTS (Feb. 7, 2013), available at
<https://www.icij.org/investigations/offshore/geoffrey-taylor/>.

1 Program. Rather, the parties and signatories to these agreements were Pratt and/or his
2 San Diego, California-based GirlsDoPorn entity, BLL Media, Inc. GirlsDoPorn also
3 listed Bubblegum Films, Inc. and the Vanuatu address as its 2257 location.
4 Consequently, Aylo was aware that GirlsDoPorn maintained a fake international front for
5 its operation out of the island of Vanuatu—a nation where the mere possession of
6 pornography is illegal.

7 *xi. Twenty-Two Victims Publicly Filed a Lawsuit Detailing*
8 *GirlsDoPorn’s Unlawful Practices, Which Received Extensive*
9 *Media Coverage, Putting Aylo on Further Notice*

10 228. In June 2016, four victims filed an action in the Superior Court of California,
11 County of San Diego against GirlsDoPorn for, among other things, intentional
12 misrepresentation, concealment, and misappropriation of likeness. On September 19,
13 2017, the plaintiffs in the State Court Action subpoenaed Aylo seeking documents related
14 to takedown requests for PornHub.com, YouPorn.com, and Redtube.com. Aylo was
15 aware of the lawsuit and the allegations of such. By November 2017, an additional
16 eighteen victims joined the State Court Action, for a total of twenty-two plaintiffs.³³ The
17 lawsuit garnered significant press, some of which targeted Aylo’s role in publishing the
18 victims’ videos.³⁴ Each of the plaintiffs in the State Court Action filed numerous public
19 declarations detailing the force, fraud, and coercion they underwent.

20 229. As early as 2017, the San Diego Superior Court found that plaintiffs were
21 more likely than not going to prevail at trial. By January 2019, the publicly filed
22 evidence was so overwhelming the San Diego Superior Court found clear and convincing
23 evidence that there was a “substantial probability” that plaintiffs would prevail on their
24

25 ³³ The complaints from the State Court Action (San Diego Superior Court Case Nos. 37-
26 2016-00019027-CU-FR-CTL, 37-2017-00033321-CU-FR-CTL and 37-2017-00043712-
CU-FR-CTL) are hereby incorporated by reference as though set forth fully herein.

27 ³⁴ See, Samantha Cole, *Pornhub Is Still Working With Company Sued for Manipulating*
28 *Women Into Porn* (August 12, 2019) available at
<https://www.vice.com/en/article/8xw9dx/pornhub-still-hosting-girls-do-porn>

1 fraud claims. Based on the findings, the San Diego Superior Court issued an order
2 allowing plaintiffs to do pretrial financial discovery for punitive damages under Civil
3 Code section 3295—the highest standard of proof for any civil motion.

4 230. On August 19, 2019, the State Court Action proceeded to a bench trial
5 before Honorable Kevin A. Enright, which concluded on November 26, 2019. On
6 January 2, 2020, Honorable Kevin A. Enright issued a nearly two-hundred-page
7 statement of decision detailing the “fraud, intimidation and coercion” GirlsDoPorn used
8 to get its victims to film adult videos. The decision collectively awarded the twenty-two
9 plaintiffs almost \$13 million in compensatory and punitive damages, voided all contracts
10 as part and parcel of the fraudulent and coercive scheme, and enjoined GirlsDoPorn from
11 using their fraudulent and coercive practices in any future business dealings. Later,
12 nearly \$8 million in attorney fees and costs were added to the judgment.

13 231. Plaintiffs are informed and believe and thereon allege that, as early as 2016,
14 Aylo’s managing agents and directors knew of the State Court Action, the allegations
15 made therein, and the evidence submitted by the victims. Plaintiffs are informed and
16 believe and thereon allege Aylo’s managing agents and directors discussed the State
17 Court Action in meetings and emails and, despite the evidence, chose to continue
18 assisting, supporting, or facilitating the sex trafficking venture due to the immense profits
19 it was generating for Aylo.

20 *xii. Aylo’s Own DMCA Attorney Provided Expert Testimony in the State*
21 *Court Action*

22 232. In March 2019, GirlsDoPorn designated Aylo’s very own DMCA attorney,
23 Lawrence Walters, as an expert on affiliate marketing issues. The plaintiffs deposed Mr.
24 Walters. He was scheduled to testify in person but did not appear after the criminal
25 charges were filed. His deposition transcript and video were admitted instead.

26 233. Despite its knowledge of the ongoing State Court Action, Aylo continued to
27 publish and profit from the GirlsDoPorn victim’s videos, completely ignoring the dozens
28 of public declarations and hard evidence of GirlsDoPorn’s force, fraud, and coercion

1 234. Plaintiffs are informed and believe and thereon allege Mr. Walters discussed
2 the State Court Action with Aylo’s managing agents and directors.

3 235. In July 2019, under pressure from the media and the plaintiffs’ attorneys,
4 Aylo agreed, grudgingly, to remove videos of the twenty-two plaintiffs in the State Court
5 Action. Aylo, did not, however, remove the hundreds of other GirlsDoPorn videos from
6 its sites, including one of the Plaintiffs, even though the videos were clearly the product
7 of the same pattern and practice by Aylo’s business partner, GirlsDoPorn.

8 ***xiii. Aylo Attempted to Purchase GirlsDoPorn During the State Court***
9 ***Action***

10 236. Upon information and belief, around 2018, while the State Court Action was
11 pending, Aylo entered into a Letter of Intent with GirlsDoPorn to purchase
12 GirlsDoPorn’s video library and brand and that, during the diligence process, learned
13 further details of the force, fraud, and coercion that GirlsDoPorn used to get its victims to
14 participate in the videos.

15 **H. IF AYLO’S MANAGING AGENTS DID NOT HAVE ACTUAL KNOWLEDGE**
16 **GIRLSDOPORN WAS A SEX TRAFFICKING VENTURE, IT WAS DUE TO THEIR**
17 **DELIBERATE IGNORANCE OR RECKLESS DISREGARD**

18 237. Even if Aylo’s managing agents did not have actual knowledge of
19 GirlsDoPorn’s force, fraud, and coercion, the managing agents’ lack of actual knowledge
20 was a result of their own deliberate ignorance and/or reckless disregard.³⁵

21 238. Aylo’s policy makers were aware of the rampant use of its websites by sex
22 traffickers, rapists, hackers, and revenge pornographers. Aylo’s policymakers, however,

23
24 ³⁵ “A statutory requirement that a criminal defendant acted “knowingly” is not limited to
25 positive knowledge, but includes the state of mind of one who does not possess positive
26 knowledge only because he or she consciously avoided it.” *United States v. Nosal*, 844
27 F.3d 1024, 1039-40 (9th Cir. 2016). “Reckless disregard of whether something occurred,
28 or a conscious effort to avoid learning the truth, can be construed as acting ‘knowingly.’”
United States v. Evans, 559 F.2d 244, 246 (5th Cir. 1977), *cert. denied*, 434 U.S. 1015
(1978).

1 deliberately created internal policies to keep them ignorant of specific instances of such,
2 including refusing to hire enough moderators to review the content uploaded to its site,
3 providing no channels for lower-level employees to report the presence or amount of
4 illegal content on Aylo's sites to its policymaking, and dissuading or berating employees
5 that took it upon themselves to report the presence of such.

6 239. Plaintiffs have been informed and believe that, from 2009 until October
7 2019, Aylo had no policies in place to review or moderate the content uploaded to its
8 websites. Plaintiffs have been informed and believe that Aylo had a strict policy of never
9 reviewing or removing videos uploaded by its Content Partners. Plaintiffs have been
10 further informed and believe that, in the chance that Aylo did consider removing a video,
11 the decision was based primarily on the videos' popularity rather than the evidence of the
12 victim's lack of consent.

13 240. In December 2020, Aylo was excoriated in the New York Times for the
14 amount of videos on its sites featuring rape victims, minors and sex trafficking victims,
15 and its failures to remove them after victims alerted Aylo to the videos. As a result,
16 Mastercard and Visa dropped Aylo as a merchant and opened investigations into Aylo's
17 policies (or lack thereof) relating to non-consensual pornography on its sites. The
18 inability to process credit card transactions on its sites was devastating to Aylo. In
19 response, Aylo removed almost 80% of its videos and claimed to enact policies hoping to
20 woo Mastercard and Visa back to its platform.

21 241. Internal communications that have been released since Aylo claimed to have
22 cleaned up its act show the new policies were nothing more than window dressing.

23 242. Communications from Aylo's lower level employees and its policymakers
24 themselves depict the reckless indifference the policymakers have towards the amount of
25 videos of sex trafficking and rape victims on Aylo's websites and their efforts to remain
26 deliberately ignorant of such.

27 243. A content moderator was instructed to stop cc'ing Aylo's Director of
28 Product Management on emails containing Aylo's CSAM (child sex abuse materials)

1 reports because he did not want to know how much child pornography (cp) was on
2 Aylo's websites.

3 JD [REDACTED] yo sorry man can you make sure you are not ccing [REDACTED] on the csam reports.
 4
 5 JD [REDACTED] i know you are using the original template so it has it by default
 6
 7 AH [REDACTED] he doenst want to know how much cp we have ignored for the past 5 years?
 8
 9

10 244. Aylo's lower level employees also discussed how, even after the fallout
11 from the New York Times article, its management still did not want the rules it had
12 implemented to be enforced.

13 #9870
 14 MM [REDACTED] we flagged tons of content Matt don't agree on at all 9:12 PM
 15 MM [REDACTED] tons 9:12 PM
 16 JM [REDACTED] Well, no I still think the team is following the rules as written 9:12 PM
 17 MM [REDACTED] the rules are too vague 9:13 PM
 18 JM [REDACTED] The problem is that management doesn't want the rules enforced as written 9:13 PM
 19
 20 PD [REDACTED] 9:13 PM
 21 File sent: Pointing Up Morgan Freeman GIF by MOODMAN (GIF Image)



Image: Pointing Up Morgan Freeman GIF by MOODMAN (GIF image).gif (300 KB)

1 245. Aylo’s internal emails also reveal that, as of May 2020, it had 700,000
2 flagged videos and only a single employee to review them. The emails also reveal Aylo
3 had a policy to only review a video after it had been flagged 15 times.

4
5
6 From: [REDACTED]
7 Sent: Wednesday, May 27, 2020 2:56 PM
8 To: [REDACTED]
9 Cc: [REDACTED]
10 Subject: Re: Privileged and Confidential - Video flags

11 So basically a video with 15 flags is never viewed...

12 From: [REDACTED]
13 Sent: Wednesday, May 27, 2020 2:54:24 PM
14 To: [REDACTED]
15 Cc: [REDACTED]
16 Subject: Re: Privileged and Confidential - Video flags

17 The below seems good and reasonable

18 [REDACTED]
19 C.E.O. MindGeek
20 Office: [REDACTED]
21 Email: [REDACTED]

22 On May 27, 2020, at 2:44 PM, [REDACTED] wrote:

23 706,425 videos that are active and have at least 1 flag (between 1 and 15 flags)

24 246. Employees whose job it was to implement the new policies aimed to
25 preventing non-consensual pornography on its sites approached Aylo’s Chief Product
26 Officer and Chief Legal Officer to advise them that the new policies were ineffective and
27 contained loopholes that rapists and sex traffickers could easily exploit. When an
28 employee approached them about the ineffectiveness of the policies and closing these

1 loopholes, Aylo’s Chief Product Officer response was to “F*ck off. It’s all good. Stop.
2 Like, shut up.”

3 247. The employee and his superior then recorded a meeting with Aylo’s Chief
4 Product Officer and Chief Legal Officer so they would have proof that they tried to warn
5 them in case “sh*t hits the fan.” Even after the supposed policy changes in the wake of
6 the New York Times article, Aylo was still airing videos not knowing whether it has the
7 consent of the people in the video. The employee further expressed concerns that, “as a
8 business, we’re monetizing content that we don’t know where this comes from, we don’t
9 know who is on that video, we don’t know the age of the person on that video... So, we
10 weren’t very compliant.”

11 248. This is Aylo’s policymakers attitude *after* Aylo claimed to have made the
12 policy changes in December 2020. Before December 2020, Aylo did not even have any
13 policies in place to address these issues. Put simply, it did not even have the window
14 dressing. Aylo’s managing agent’s policy was simply to remain deliberately ignorant.

15 249. Aylo’s backlog of more than 700,00 flagged videos and the fact that only a
16 single Aylo employee was reviewing the flagged videos demonstrates that Aylo’s public
17 statements about removing non-consensual material were disingenuous, false, and
18 misleading. In July, 2019, Vice published an article entitled, “*How Pornhub Enables*
19 *Doxing and Harassment.*”³⁶ The article said, “Pornhub is hosting videos that have been
20 viewed hundreds of millions of times. The women in them say they thought the videos
21 would never reach the internet, and that being doxed has ruined their lives.” Aylo
22 responded to the allegations by touting its policies and practices allowing for the flagging
23 and removal of non-consensual material. Corey Price, VP at Pornhub, said “We here at
24 Pornhub have always been proactive about providing individuals and performers with the
25 resources to flag non-consensual material so that it may be taken down expeditiously.”
26

27 ³⁶ See, Samantha Cole, Emanuel Mailberg, “*How Pornhub Enables Doxing and*
28 *Harassment,*” July 16, 2019, <https://www.vice.com/en/article/mb8zjn/pornhub-doxing-and-harassment-girls-do-porn-lawsuit>

1 250. Given the backlog of videos, lack of Aylo personnel reviewing flagged
2 content, and Aylo’s requirement that a video must be flagged fifteen times before it was
3 reviewed, Pornhub’s statement was false and misleading. Aylo falsely assured the public
4 and sex trafficking victims that it was taking steps to remove unlawful content from its
5 site, when in fact it did not have the policies, employees, or desire to do that. Flagged,
6 non-consensual material was featured on Pornhub, and not reviewed by Aylo, while
7 Aylo told the public and sex trafficking victims that it was “expeditiously” reviewing and
8 taking down non-consensual material.

9 **I. DESPITE ITS KNOWLEDGE, AYLO PARTICIPATED IN THE SEX TRAFFICKING**
10 **VENTURE UNTIL THE DEPARTMENT OF JUSTICE INDICTED GIRLSDOPOORN**

11 251. Despite its knowledge of GirlsDoPorn’s use of force, fraud, and coercion,
12 Aylo participated in GirlsDoPorn’s sex trafficking venture from 2011 until October 2019,
13 when GirlsDoPorn’s principals were arrested for sex trafficking. By maintaining its
14 decade-long business relationship with GirlsDoPorn and refusing to investigate victims’
15 reports of fraud and coercion, Aylo encouraged, aided, and financially benefited from
16 GirlsDoPorn’s sex trafficking of more and more women.

17 252. Aylo technically ended its partnership with GirlsDoPorn after the
18 indictments, but this was not by choice—there was simply no company left to partner
19 with. Aylo still found ways to exploit GirlsDoPorn’s popular sex trafficking videos after
20 the indictments.

21 253. Upon information and belief, when the criminal indictment was filed and
22 members of GirlsDoPorn were arrested, the media coverage that followed caused a spike
23 in the public’s interest in GirlsDoPorn’s videos. Accordingly, Aylo enjoyed the financial
24 benefit of increased traffic to its Tubesites as more people learned about GirlsDoPorn
25 through the media reports and sought out its content.

26 254. Similarly, when Hon. Kevin Enright issued his preliminary statement of
27 decision on January 2, 2020 finding GirlsDoPorn liable for nearly \$13 million in damages
28 for various forms of fraud, misappropriation of likeness, deceptive business practices,

1 another spike in media coverage and public interest occurred. Upon information and
2 belief, because Aylo’s Tubesites still hosted many GirlsDoPorn videos at this time, Aylo
3 enjoyed the financial benefit of increased traffic to its Tubesites from those searching for
4 GirlsDoPorn videos in early 2020.

5 255. As of December 12, 2020—more than 14 months after the criminal
6 indictments—Aylo still hosted GirlsDoPorn’s videos on its websites. The URLs for the
7 victims’ videos contained affiliate tails³⁷ and were surrounded by hyperlink
8 advertisements that, if clicked, redirected the visitors to various paysites. Most of the
9 hyperlink advertisements on these victim’s videos redirected the visitor to Aylo’s paysite,
10 www.Brazzers.com. Others redirected the visitor to third party paysites, such as
11 JerkMate.com. Accordingly, Aylo continued to benefit from GirlsDoPorn’s sex
12 trafficking venture throughout 2020. Aylo finally removed those videos after 40
13 GirlsDoPorn victims sued Aylo in December 2020.

14 **J. AYLO CONTINUES TO EXPLOIT GIRLSDOPORN’S VICTIMS BY USING PLAINTIFFS’**
15 **NAMES AND LIKENESS TO ADVERTISE FOR ITS TUBESITES**

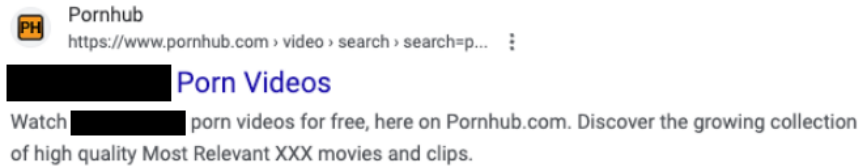
16 256. Even now, after everything Aylo knows about GirlsDoPorn and the harm
17 GirlsDoPorn and Aylo have caused their victims, Aylo continues to exploit the victims in
18 at least two ways.

19 257. First, numerous foreign websites exist containing GirlsDoPorn videos. The
20 sites have website addresses that make it clear that the sites contain GirlsDoPorn videos,
21 for example, www.GirlsDoPornVideos.com. Disturbingly, Aylo published
22 advertisements on these websites, including video ads which appear before the victims’
23 videos play on these websites and banner ads next to the videos.

24 258. Second, Aylo continues to exploit their victims by using victims’ names
25 metadata of its site so that when a Google search is done for a victim’s name, the results
26 include a link to PornHub. For example, if a victim’s name was Jane Doe, the results for
27

28 ³⁷ The affiliate tails signify that Aylo was a generating affiliate fees from the videos.

1 a Google search for “Jane Doe” would include an response for “Jane Doe Porn Videos”
2 like the one below that if clicked would lead to PornHub.com:



7 **VI.**

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Sex Trafficking (18 U.S.C. §§ 1591, 1594, and 1595)**

11 **(All Plaintiffs Against All Defendants)**

12 259. Plaintiffs incorporate by reference all paragraphs above as though fully set
13 forth herein.

14 260. GirlsDoPorn was a “sex trafficking venture” within the meaning of Section
15 1591. Wolfe, Garcia, Moser, and Gyi have pled guilty to various sex trafficking crimes,
16 including violating 18 U.S.C. §§ 1591 and 1594. They each admitted under oath in their
17 respective plea agreements to using a combination of force, threats of force, fraud, and
18 coercion, including threatened abuse of law or the legal process, to cause Plaintiffs to
19 engage in commercial sex acts.

20 261. Plaintiffs are all victims of GirlsDoPorn’s sex trafficking venture within the
21 of meaning of 18 U.S.C. § 1591.

22 262. Plaintiffs’ videos were all sold and monetized on Defendants’ Tubesites and
23 Paysites within the last ten years.

24 263. As early as July 2009, and definitely by June 2016, Aylo’s managing agents
25 knew, were deliberately ignorant, or acted in reckless disregard of the fact that,
26 GirlsDoPorn used a combination of force, fraud, and coercion to get its victims to engage
27 in commercial sex acts on film.

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1 264. Despite this knowledge, Aylo participated in GirlsDoPorn’s sex trafficking
2 venture by, *inter alia*:

3 a. Partnering with GirlsDoPorn through its Content Partner Program and
4 Viewshare Program;

5 b. Uploading GirlsDoPorn’s sex trafficking videos to websites across its
6 vast pornography empire including, Aylo’s Tubesites and Paysites;

7 c. Hyperlinking, advertising, promoting, marketing, selling, and
8 exploiting videos featuring victims of GirlsDoPorn’s sex trafficking venture, including
9 Plaintiffs;

10 d. Permitting users to download GirlsDoPorn’s sex trafficking videos;

11 e. Providing dedicated account representatives to work with
12 GirlsDoPorn whose job was to maximize exposure and revenues from the videos
13 featuring Plaintiffs;

14 f. Assisting GirlsDoPorn in monetizing sex trafficking videos by acting
15 as an affiliate for GirlsDoPorn.com and other paysites;

16 g. Providing search engine optimization services to GirlsDoPorn;

17 h. Actively suggesting GirlsDoPorn content to users of Aylo’s Tubesites;

18 i. Creating, drafting, developing, and designing trailers, titles,
19 descriptions, tags, advertisements, logos, images, and other content for GirlsDoPorn’s
20 videos and Channel(s);

21 j. Refusing to remove GirlsDoPorn’s sex trafficking videos from its
22 Tubesites or Paysites;

23 k. Refusing to fingerprint GirlsDoPorn videos, including Plaintiffs’
24 videos, after removing the videos, thereby allowing the videos to be re-uploaded;

25 l. Removing user comments containing references to fraud, force, or
26 coercion being used in filming the videos;

27 m. Facilitating financial transactions and distributing funds to
28 GirlsDoPorn for the illegal videos; and

- 1 n. Failing to report GirlsDoPorn’s sex trafficking venture to law
- 2 enforcement authorities; and
- 3 o. Using the victims’ videos to advertise its other pornography brands.
- 4 p. Reposting and republishing GirlsDoPorn’s sex trafficking videos;
- 5 q. Continuing to use Plaintiffs’ videos, name, images, and/or identity
- 6 through 2023, without authorization or consent, for its own financial gain and profit; and
- 7 r. Failing to report the GirlsDoPorn sex trafficking venture to law
- 8 enforcement.

9 265. Aylo knowingly benefitted from GirlsDoPorn’s sex trafficking venture in
10 general and from the sex trafficking of Plaintiffs in particular by, *inter alia*:

- 11 a. Earning millions of dollars in affiliate fees through the Content
- 12 Partner program by sending user traffic from Aylo’s Tubesites to GirlsDoPorn’s paysites;
- 13 b. Earning millions of dollars by selling “premium” subscriptions
- 14 through the ViewShare Program using videos featuring GirlsDoPorn’s victims, including
- 15 Plaintiffs;
- 16 c. Enjoying the increased traffic to its Tubesites created by the presence
- 17 of GirlsDoPorn content, including Plaintiffs’ videos, on its Tubesites, which provided
- 18 Aylo increased advertisement revenue and increased sales of Aylo’s own products; and
- 19 d. Hosting GirlsDoPorn’s victims’ videos in the general library of its
- 20 freesites, which resulted in increased web traffic to Aylo’s Tubesites which, in turn,
- 21 generated affiliate fees and subscriptions from third party paysites and Aylo’s own
- 22 paysites, such as Brazzers.com and RealityKings.com.

23 266. Defendants and GirlsDoPorn had a continuous business relationship from at
24 least 2011 until October 2019 that included bimonthly payments from Aylo to
25 GirlsDoPorn for its cut from the sale of the illegal videos on Aylo’s Paysites, which were
26 processed by defendant Aylo Billing US Corp (d/b/a “Probiller”).

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1 267. A tacit agreement existed between Aylo and GirlsDoPorn to produce,
2 market, sell, and otherwise benefit from videos featuring sex trafficking victims, which
3 garnered billions of views on Aylo’s Tubesites and Paysites.

4 268. As a result of the foregoing actions, Aylo violated 18 U.S.C. §§1591(a)(1)
5 and (2) by knowingly participating in and benefitting from a sex trafficking venture;
6 Aylo aided and abetted GirlsDoPorn’s violations of 18 U.S.C. § 1591(a)(1) and (2); and
7 Aylo violated 18 U.S.C. § 1594(c) by conspiring with GirlsDoPorn to violate 18 U.S.C.
8 §§ 1591(a)(1) and (2).

9 269. As a proximate result of Aylo’s actions described herein, Plaintiffs have
10 suffered damages, including, but not limited to, severe emotional distress, significant
11 trauma, attempted suicide, and social and familial ostracization. Further, Aylo has
12 received ill-gotten gains by selling, marketing, and exploiting videos featuring Plaintiffs’
13 likenesses.

14 270. Aylo officers, directors, and managing agents had knowledge, were
15 deliberately ignorant, or acted in reckless disregard of the fact that Aylo was a sex
16 trafficking venture, and approved, consented to, and ratified Aylo’s participation in the
17 sex trafficking venture despite such knowledge.

18 271. Aylo’s actions were intentional, malicious, fraudulent, oppressive,
19 outrageous, despicable, and taken in reckless disregard of the Plaintiffs’ rights. Plaintiffs
20 are entitled to punitive damages to punish Aylo for its actions and to deter others from
21 acting similarly in the future.

22 **SECOND CAUSE OF ACTION**
23 **Racketeering (18 U.S.C. § 1962(c))**
24 **(All Plaintiffs Against All Defendants)**

25 272. Plaintiffs incorporate by reference all paragraphs above as though fully set
26 forth herein.

27 ///

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1 **A. THE AYLO-GDP ENTERPRISE**

2 273. Beginning at least as early as 2011 through the present, Defendants
3 participated, directly and indirectly, in the conduct of the affairs of the “Aylo-GDP
4 Enterprise” through a pattern of racketeering activity, in violation of 18 U.S.C. § 1962(c).

5 274. The “Aylo-GDP Enterprise” (or “Enterprise”) was an “enterprise” within the
6 meaning of 18 U.S.C. § 1961(3). The members of the Aylo-GDP Enterprise were Aylo
7 Freesites, Ltd., Aylo S.a.r.l., Aylo USA Incorporated, Aylo Billing US Corp., the Aylo
8 Control Group, Michael Pratt, Matthew Wolfe, Andre Garcia, and the following entities
9 which Pratt, Wolfe, and Garcia used to operate the GirlsDoPorn sex trafficking venture:
10 Bubblegum Films, Inc., EG Publications, Inc., M1M Media, Inc., BLL Media, Inc., BLL
11 Media Holdings, LLC, Domi Publications, LLC, Oh Well Media, Limited, Merro Media,
12 Inc., and Merro Media Holdings, LLC.

13 275. The members of the Aylo-GDP Enterprise associated for the common
14 purpose of creating pornographic videos of high-school and college students, obtained
15 using force, fraud, and coercion, and then monetizing the videos by publishing them on
16 commercial websites controlled and operated by Defendants and GirlsDoPorn to enrich
17 the members of the Enterprise. Members of the Aylo-GDP Enterprise engaged in
18 activities with the shared and common purpose of profiting from the creation,
19 advertisement, and sale of GirlsDoPorn videos, developing and promoting GirlsDoPorn
20 videos, enhancing the visibility and popularity of the GirlsDoPorn brand, increasing the
21 sale of GirlsDoPorn videos on Pornhub Premium, and increasing traffic and subscriptions
22 on GirlsDoPorn’s paysites.

23 276. The GirlsDoPorn–Aylo Enterprise engaged in activities which affected
24 interstate and foreign commerce. Members of the GirlsDoPorn–Aylo Enterprise recruited
25 Plaintiffs to travel from throughout the United States and Canada to San Diego,
26 California, to film adult videos, the videos were published on websites that were viewed
27 throughout the world, and members of the GirlsDoPorn–Aylo Enterprise engaged in
28 thousands of interstate and foreign financial transactions in support of the Enterprise.

1 277. All the members of the Aylo-GDP Enterprise are “persons” as defined in 18
2 U.S.C. § 1961(3).

3 **B. DEFENDANTS PARTICIPATED IN THE AYLO-GDP ENTERPRISE THROUGH A**
4 **PATTERN OF RACKETEERING ACTIVITY**

5 278. Defendants conducted and participated, directly and indirectly, in the
6 conduct of the Aylo-GDP Enterprise affairs through a pattern of racketeering activity,
7 specifically: Sex Trafficking by Force, Fraud, and Coercion, in violation of 18 U.S.C.
8 § 1591; Conspiracy to Commit Sex Trafficking by Force, Fraud, and Coercion, in
9 violation of 18 U.S.C. § 1594(b); Laundering of Monetary Instruments, in violation of 18
10 U.S.C. §§ 1956(a)(1)(A)(i), 1956(a)(1)(B)(i); Conspiracy to Launder Monetary
11 Instruments, in violation of 18 U.S.C. § 1956(h); and Engaging in Monetary Transactions
12 in Property Derived from Specified Unlawful Activity, in violation of 18 U.S.C. § 1957

13 279. Defendants participated in, directly and indirectly, the Aylo-GDP
14 Enterprise’s affairs in numerous ways designed to promote the Enterprise’s goal of
15 producing, publishing, and monetizing GirlsDoPorn illicit videos, obtained using force,
16 fraud, and coercion, on commercial websites controlled and operated by Defendants and
17 GirlsDoPorn.

18 280. Defendants dedicated account representatives to help GirlsDoPorn create,
19 name, and design dedicated channels for GirlsDoPorn’s videos on Aylo’s Tubesites.

20 281. Defendants assisted GirlsDoPorn in developing content and creating trailer
21 versions of victims’ videos, including those featuring Plaintiffs, to post on its dedicated
22 channel.

23 282. Defendants dedicated Aylo representatives to title, edit, and tag these videos,
24 including those of the Plaintiffs.

25 283. Defendants designed and created hyperlinks and other advertisements to
26 encourage users to view GirlsDoPorn’s channels on Aylo’s Tubesites and to entice users
27 to navigate either to Aylo’s premium pages or to GirlsDoPorn’s paysites to purchase

28 ///

1 subscriptions and watch full-length videos—which enriched Defendants through affiliate
2 fees and premium payments.

3 284. Defendants created search engine optimization campaigns to promote and
4 maximize the exposure of GirlsDoPorn’s sex trafficking videos, including of the
5 Plaintiffs.

6 285. Defendants created tags and search terms for GirlsDoPorn to make their
7 videos easier to find on its own websites and on other search engines.

8 286. Defendants actively suggested GirlsDoPorn’s videos and channels to users
9 of its Tubesites.

10 287. Defendants hosted around 70 videos, including many of Plaintiffs’, on the
11 GirlsDoPorn channel on Pornhub.com alone; as of fall 2019, those 70 videos had more
12 than 700,000 subscribers and were collectively viewed almost 700,000,000 times.

13 288. Defendants featured anywhere from 100 to 200 videos featuring Plaintiffs
14 and other sex trafficking victims on its tubesites, including YouPorn.com and
15 RedTube.com, which also collectively had hundreds of millions of views.

16 289. Defendants engaged in monetary transactions in property constituting
17 proceeds from the creation, advertisement, and sale of GirlsDoPorn content to promote
18 the Enterprise and its common purpose.

19 290. Defendants contracted and partnered with GirlsDoPorn to split revenues that
20 Defendants generated by advertising, marketing, selling, and exploiting videos it solicited
21 from GirlsDoPorn featuring victims of the GirlsDoPorn sex trafficking venture.

22 291. Pursuant to its partnership with GirlsDoPorn as part of its ViewShare
23 Program (discussed *supra*), defendant Aylo Freesites, Ltd. processed revenue for and
24 made monthly payments to the forum-based sex traffickers representing GirlsDoPorn’s
25 share of revenues Aylo Freesites Ltd. received by advertising, marketing, selling, and
26 exploiting the victims’ sex trafficking videos on Aylo Freesites, Ltd.’s websites.

27 292. On information and belief, Aylo Billing US Corp. processed payments for
28 Plaintiffs’ videos published on Aylo’s ViewShare Program and received affiliate fees

1 processed by GirlsDoPorn’s credit card processors for subscriptions purchased on
2 GirlsDoPorn.com after Aylo redirected users from one of its Tubesites to
3 GirlsDoPorn.com.

4 293. Through the ViewShare Program, Aylo processed millions of dollars in
5 revenue, kept a portion of those revenues, and then transferred a significant portion of it
6 to GirlsDoPorn.

7 294. The members of GirlsDoPorn–Aylo Enterprise were economically
8 dependent on each other and acted in concert to increase their profits in a way that they
9 could not accomplish independently.

10 a. On information and belief, Defendants generated millions of dollars in
11 affiliate fees and premium subscriptions from selling, marketing, and exploiting videos
12 featuring victims of GirlsDoPorn’s sex trafficking venture, including Plaintiffs.

13 b. With nearly one billion views of GirlsDoPorn’s videos on Aylo’s
14 Tubesites, GirlsDoPorn’s videos generated an enormous amount of traffic for Aylo’s
15 Tubesites, increasing Aylo’s ability to sell advertisements to third parties and increasing
16 its ability to advertise and sell its own products on its Tubesites.

17 c. GirlsDoPorn’s practice of doxing its victims also increased traffic to
18 Aylo’s Tubesites as the victims’ friends, family, colleagues, classmates, and
19 acquaintances scrambled to view GirlsDoPorn’s videos of women they knew and shared
20 the videos with others.

21 d. Defendants used GirlsDoPorn’s victims’ real names in its search
22 engine optimization so that links to Defendants’ websites would appear in search results
23 for the victims’ names. After GirlsDoPorn was indicted for sex trafficking, Defendants
24 removed the videos from its Tubesites. Despite removing the videos from its tubesites,
25 Defendants continue to profit from the victims by using the victims’ names (which are
26 highly searched) to drive traffic to Defendant’s websites.

27 295. Defendants’ illegal motives existed beyond that which were merely
28 necessary to commit predicate acts and, among other things, Defendants oversaw,

1 operated, managed, and coordinated the commission of numerous predicate acts on an
2 on-going basis in furtherance of the Enterprise, in violation of U.S.C. 1962(c), which
3 resulted in direct harm to Plaintiffs.

4 296. Defendants attempted to conceal the true nature and extent of Defendants'
5 pattern of racketeering activities. Defendants willfully and fraudulently concealed the
6 pattern of racketeering activities by, among other things:

7 a. Falsely representing that a human content moderator reviews every
8 video and either approves or denies the video based on content moderation policies that
9 prohibit videos of persons performing commercial sex activities under the threat of force,
10 fraud, or coercion.

11 b. Falsely representing that Plaintiffs' and third-parties' DCMA requests
12 were properly investigated and that Defendants and its representatives would perform due
13 diligence to verify the identity of the alleged copyright holder for each video request.

14 c. Maintaining the full-length GirlsDoPorn videos behind its GirlsDoPorn
15 Pornhub Premium pay wall, even after taking the videos down from their general library
16 after receiving information that the videos were not obtained consensually.

17 **C. DAMAGES**

18 297. As a direct and proximate result of Defendants' violations of 18 U.S.C.
19 § 1962(c), Plaintiffs have suffered damages in an amount to be proven at trial. Plaintiffs
20 have suffered damages in their business and property, within the meaning of Section
21 1964(c), including, but not limited to, damages for misuse and misappropriation of their
22 likenesses, damages for out-of-pocket expenses incurred attempting to have the videos
23 removed from the internet, and damages related to Plaintiffs' abilities to find and
24 maintain employment.

25 298. Plaintiffs are entitled to recover from Defendants the amount in which they
26 have been damaged, to be trebled in accordance with 18 U.S.C. § 1964(c), together with
27 interest, costs, and attorneys' fees incurred by reason of the Enterprise's violations of 18
28

1 U.S.C. § 1962(c), and disgorgement of Defendants’ illicit proceeds. Plaintiffs are also
2 entitled to an injunction against future misuse of their image.

3 299. Aylo’s actions were intentional, malicious, fraudulent, oppressive,
4 outrageous, despicable, and taken in reckless disregard of the Plaintiffs’ rights. Plaintiffs
5 are entitled to punitive damages to punish Aylo for its actions and to deter others from
6 acting similarly in the future.

7 **THIRD CAUSE OF ACTION**

8 **Conspiracy to Commit Racketeering (18 U.S.C. § 1962(d))**

9 **(All Plaintiffs Against All Defendants)**

10 300. Plaintiffs incorporate by reference all paragraphs above as though fully set
11 forth herein.

12 301. Beginning at least as early as 2011 through the present, Defendants
13 conspired to violate 18 U.S.C. § 1962(c) by agreeing to participate in a pattern of
14 racketeering activities of the Aylo-GDP Enterprise, in violation of 18 U.S.C. § 1962(d).

15 302. As a direct and proximate result of Defendants’ violations of 18 U.S.C.
16 § 1962(d), Plaintiffs have suffered damages in an amount to be proven at trial. Plaintiffs
17 have suffered damages in their business and property, within the meaning of U.S.C.
18 1964(c), including, but not limited to, damages for misuse and misappropriation of their
19 images, damages for out-of-pocket expenses incurred attempting to have the videos
20 removed from the internet, and damages related to Plaintiffs’ ability to find and maintain
21 employment.

22 303. Plaintiffs are entitled to recover from Defendants the amount in which they
23 have been damaged, to be trebled in accordance with 18 U.S.C. § 1964(c), together with
24 interest, costs, and attorneys’ fees incurred by reason of the Enterprise’s violations of 18
25 U.S.C. § 1962(d), and disgorgement of Defendants’ illicit proceeds. Plaintiffs are also
26 entitled to an injunction against future misuse of their image.

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1 304. Aylo’s actions were intentional, malicious, fraudulent, oppressive,
2 outrageous, despicable, and taken in reckless disregard of the Plaintiffs’ rights. Plaintiffs
3 are entitled to punitive damages to punish Aylo for its actions and to deter others from
4 acting similarly in the future.

5 **FOURTH CAUSE OF ACTION**
6 **Human Trafficking (Cal. Civ. Code § 52.5)**
7 **(All Plaintiffs Against All Defendants)**

8 305. Plaintiffs incorporate by reference all paragraphs above as though fully set
9 forth herein.

10 306. GirlsDoPorn and Defendants deprived Plaintiffs of their personal liberty
11 within the meaning of California Penal Code § 236.1(h)(3) by using force, fear, fraud,
12 deceit, coercion, violence, duress, menace, and threats of unlawful injuries to get
13 Plaintiffs to travel to San Diego, remain in San Diego, and film pornographic videos
14 under false pretenses and through fear.

15 307. Defendants aided and abetted and conspired with GirlsDoPorn’s direct
16 violation of Penal Code California Penal Code § 236.1. A tacit agreement existed
17 between GirlsDoPorn and Defendants to continue their joint sex trafficking enterprise
18 whereby Defendants would assist GirlsDoPorn by monetizing and otherwise exploiting
19 the sex trafficking videos filmed by GirlsDoPorn. Defendants engaged in overt acts as
20 part of that conspiracy, including, but not limited to, advertising the videos for sale,
21 processing payments for the sale of the videos, transferring money to GirlsDoPorn,
22 publishing the videos on its websites, and refusing to remove videos when the victims
23 flagged the videos, complained, or sent takedown requests.

24 308. Further, Defendants’ refusal to remove, take down, or otherwise de-publish
25 Plaintiffs’ sex trafficking videos is a deprivation of Plaintiffs’ personal liberty as defined
26 by Penal Code 236.1.

27 309. As a proximate result of Defendants’ violation of Penal Code § 236.1,
28 Plaintiff has suffered serious harm and damages. Further, Defendants have received ill-

1 gotten gains from the unlawful advertisement and exploitation of Plaintiffs’ videos,
2 name, images, likeness, and/or identity for its own business purposes and profit.

3 310. Defendants’ actions were intentional, willful, malicious, fraudulent,
4 oppressive, outrageous, despicable, and taken in reckless disregard of Plaintiffs’ rights.
5 Plaintiffs are entitled to punitive damages to punish Aylo for its actions and to deter
6 others from acting similarly in the future.

7 **VII.**

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiffs demand judgment in their favor and against the
10 Defendants, jointly and severally:

11 a. Awarding Plaintiffs compensatory damages in an amount that exceeds five
12 million dollars for each plaintiff;

13 b. Awarding Plaintiffs restitution for all monies Aylo earned marketing, selling
14 and exploiting Plaintiffs’ videos in an amount that exceeds one hundred thousand dollars
15 for each plaintiff;

16 c. Awarding Plaintiffs punitive damages in an amount that exceeds five million
17 dollars per plaintiff;

18 d. Awarding Plaintiffs their attorney fees;

19 e. Awarding Plaintiffs their costs and expenses;

20 f. Awarding Plaintiffs pre-judgment and post-judgment interest;

21 g. Permanently enjoining the Defendants from hosting Plaintiffs’ videos and/or
22 profiting therefrom and from using Plaintiffs’ names and likenesses for advertising;

23 h. Declaring the Defendants as alter egos; and

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

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VIII.

DEMAND FOR JURY TRIAL

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

RESPECTFULLY SUBMITTED:

HOLM LAW GROUP, PC

Dated: October 3, 2023

By: s/ Brian M. Holm
Brian M. Holm
Joseph S. Green
Nathan G. Batterman

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