

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 **III. BACKGROUND FACTS**

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

1 advertisement for prostitution.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2 3.11 At all material and relevant times, Backpage maintained a practice of altering
3 ads before publication by deleting words, phrases, and images indicative of criminality,
4 including sex trafficking and child sex trafficking, and publishing the “sanitized” ads for a fee
5 on the www.backpage.com website. To accomplish this task, Backpage hired, trained,
6 supervised, and directed employee-moderators to manually remove words, phrases, and
7 images indicative of criminality, including sex trafficking and child sex trafficking, and
8 publishing the “sanitized” ads for a fee on the www.backpage.com website. Backpage also
9 maintained an automated system to automatically remove words, phrases, and images
10 indicative of criminality, including sex trafficking and child sex trafficking, and then would
11 publish the “sanitized” ads for a fee on the www.backpage.com website. Some of the terms
12 indicative of child sex trafficking that Backpage removed from ads before publication
13 included “lolita,” “teenage,” “rape,” “young,” “amber alert,” “little girl,” “fresh,” “innocent,”
14 and “school girl.”

15
16
17 3.12 At all material and relevant times, Backpage has worked directly with dozens
18 of users to edit and draft sex trafficking ads, and would publish these users’ sex trafficking
19 ads for a fee on the www.backpage.com website.

20
21 3.11 Upon information and belief, the use of cropped or blurred photographs that
22 obscure the identity of the prostitute is another law enforcement evasion technique that
23 Backpage.com allows on its website, knowing that this particular technique is commonly
24 employed by pimps in order to obscure the identity and age of child prostitutes, including
25 runaways or other victims sought by police and concerned parents.

26 3.12 Upon information and belief, the use of aliases is another common feature of

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

5
6 3.13 Upon information and belief, another law enforcement evasion technique
7 developed and required by Backpage.com is the manner in which ads are posted. To post an
8 ad in the “escort” section, a pimp or prostitute must first click on the section titled “adult
9 entertainment.” Under that heading, Backpage.com then requires the pimp or prostitute to
10 choose between the following categories: “adult jobs,” “body rubs,” “domination and fetish,”
11 “escorts,” “male escorts,” “phone & websites,” “strippers and strip clubs,” or “transsexual
12 escorts.” Backpage.com then requires the pimp or prostitute to agree to the following content
13 requirements for posting in the “escort” section of its website:
14

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

26 3.14 Upon information and belief, Backpage.com knows that the foregoing content
requirements are a fraud and a ruse that is aimed at helping pimps, prostitutes, and
Backpage.com evade law enforcement by giving the appearance that Backpage.com does not
allow sex trafficking on its website. However, upon information and belief, even a cursory
review of the advertisements in Exhibits A-B show that the vast majority are a “solicitation

1 directly or in 'coded' fashion for [an] illegal service exchanging sexual favors for money or
2 other valuable consideration." In fact, and upon information and belief, the purpose of the
3 entire escort website is exactly what its content requirements purportedly prohibit. Upon
4 information and belief, the content requirements are nothing more than a method developed
5 by Backpage.com to allow pimps, prostitutes, and Backpage.com to evade law enforcement
6 for illegal sex trafficking, including the trafficking of minors for sex.
7

8 3.15 Upon information and belief, Backpage.com develops the content of the
9 prostitution advertisements on its website through the use of the foregoing content
10 requirements, which serve the purposes of promoting illegal sex trafficking, hindering law
11 enforcement, and allowing Backpage.com to attract more customers, make more money, and
12 become the huge online prostitution market that it is today.
13

14 3.16 Upon information and belief, Backpage.com's content requirements allow
15 pimps and prostitutes, their customers, and Backpage.com to evade enforcement of the
16 following criminal statutes:

- 17 a. RCW 9.68A.040 (Sexual exploitation of a minor)
- 18 b. RCW 9.68A.050 (Dealing in depictions of minor engaged in sexually explicit
19 conduct)
- 20 c. RCW 9.68A.090 (Communication with minor for immoral purposes)
- 21 d. RCW 9.68A.100 (Commercial sexual abuse of a minor)
- 22 e. RCW 9.68A.101 (Promoting commercial sexual abuse of a minor)
- 23 f. RCW 9.68A.103 (Permitting commercial sexual abuse of a minor)
- 24 g. RCW 9A.44.076 (Rape of a child in the second degree)
- 25 h. RCW 9A.44.079 (Rape of a child in the third degree)
- 26

- 1 i. RCW 9A.44.086 (Child molestation in the second degree)
- 2 j. RCW 9A.44.089 (Child molestation in the third degree)
- 3 k. RCW 9A.88.070 (Promoting prostitution in the first degree)
- 4 l. RCW 9A.88.080 (Promoting prostitution in the second degree)
- 5 m. RCW 9A.88.090 (Permitting prostitution)
- 6 n. RCW 9A.40.100 (Trafficking)
- 7 o. RCW 9A.28.040 (Criminal conspiracy)
- 8 p. RCW 9A.82.060 (Leading organized crime)

9
10 3.17 An estimated 100,000 American minors are victimized through prostitution in
11 America each year. LINDA A. SMITH ET AL., THE NATIONAL REPORT ON DOMESTIC MINOR
12 SEX TRAFFICKING iv (Shared Hope Int'l, 2009). Upon information and belief, Backpage.com
13 is a major player in facilitating the exploitation of minors for sex and it knows as much.
14

15 3.18 Upon further information and belief, a large percentage of the prostitutes who
16 appear on Backpage.com are, in fact, minor children. For example, Exhibit B is
17 representative of Backpage.com's website at all times material to this litigation and represents
18 a partial canvassing of Backpage.com's "escort" websites in 25 U.S. cities conducted on July
19 6, 2012. Upon information and belief, it contains over 150 advertisements of "escorts" who
20 could easily be minors. Upon information and belief, Backpage.com knows that many of the
21 advertisements that it agrees to display on its prostitution website are in fact advertisements
22 for sex with minor children, and despite this knowledge, Backpage.com continues to display
23 prostitution ads that include minors without any meaningful safeguards or protections for the
24 children; to the contrary, its content requirements are specifically designed to control the
25 nature and context of those advertisements so that pimps can continue to use Backpage.com to
26

1 traffic in sex, including the trafficking of children, and so Backpage.com can continue to
2 profit from those advertisements.

3 3.19 Upon information and belief, Backpage.com is well aware that many of the
4 advertisements for sex on its website are advertisements for sex with children. For example,
5 as discussed above, Backpage.com provides cover for advertisements of minors by requiring
6 the pimp or prostitute to click on the “posting rules” page which has a line asserting “I am at
7 least 18 years of age or older and not considered to be a minor in my state of residence.”
8 Upon further information and belief, other than requiring the poster of the ad to agree to this
9 term by “clicking” on the posting rules page, Backpage.com does nothing to verify the age of
10 the escorts who appear in its prostitution ads, even though it knows that pimps are the ones
11 who usually create the ads, or force their minor sex slaves to do so, and even though it knows
12 that this “requirement” does nothing to meaningfully deter the use of its website for sex
13 trafficking of minors. Because the ads are all posted online through the use of a computer, no
14 face to face encounters are needed between Backpage.com personnel and the person posting
15 the ad. Backpage.com does not require the escorts to present photographic identification
16 before posting an advertisement, even though, upon information and belief, it knows that
17 doing so is the only way to meaningfully avoid pimps from using its website to traffic minors
18 for sex. The age certification pledge is as empty as the pledge not to post ads “for any illegal
19 service exchanging sexual favors for money.” It is instead, upon information and belief, an
20 active effort by Backpage.com to conceal the sex trafficking of minors, promote that activity
21 on its website so that it can profit, and avoid the heavier criminal penalties that most
22 jurisdictions have for promoting prostitutes under the age of eighteen years.
23
24
25

26 3.20 Upon information and belief, Backpage.com knows that pimps are using its

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

11 3.21 Upon information and belief, many of the escorts offering sex for sale on the
12 Backpage.com website are obviously underage, as reflected in the advertisements and
13 photographs in Exhibits A-B. Upon information and belief, Backpage.com knows that girls
14 fourteen through twenty two can appear similar in photographs that do not include their faces.
15

16 3.22 Upon information and belief, Backpage.com also knows that it is aiding pimps
17 in marketing prostitutes, including underage girls, by requiring users to post the location of
18 their prostitutes. Customers can click on whatever state, city or town they desire to find
19 prostitutes within their geographic area. This is a valuable marketing technique for the pimps
20 to employ. It aids the customer in finding a convenient prostitute, and it aids the pimp by
21 allowing the customer to find the prostitute the pimp is promoting. Upon information and
22 belief, Backpage.com knows the value of this requirement and marketing technique because it
23 divided its website into distinct geographic categories and charges the pimp an additional fee
24 if the pimp wishes to have Backpage.com advertise a prostitute in different geographic
25 locations. Upon information and belief, Backpage.com knows that if a pimp or prostitute
26

1 experiences unwanted law enforcement attention in one jurisdiction, the pimp can simply
2 move the prostitute to another jurisdiction and Backpage.com will readily advertise the
3 prostitute in the new location. Upon information and belief, this is another way in which
4 Backpage.com knows that it aids pimps in promoting prostitution and evading law
5 enforcement through the content requirements of its website.
6

7 3.23 Upon information and belief, Backpage.com knows that its escort website is
8 well known to prostitution customers throughout the United States as a place to easily locate
9 prostitutes because Backpage.com has intentionally created a website whose sole purpose is to
10 facilitate prostitution. Upon information and belief, using the content requirements discussed
11 above, Backpage.com developed the user interface so that customers can quickly and easily
12 find the prostitute they desire. It first presents a user with a choice of geographic areas, and
13 then after choosing an area, Backpage.com provides the user with a scroll down list of
14 advertisements. Upon clicking on a given ad tagline, Backpage.com has arranged its website
15 so that a specified number of photographs of the prostitute appear on the computer screen
16 along with a telephone number. Upon information and belief, Backpage.com makes it as easy
17 as possible for customers to locate prostitutes in their desired area, and it also makes it very
18 easy for the pimps to promote their prostitutes, including minor children.
19

20 3.24 Upon information and belief, Backpage.com offers a variety of additional tools
21 to help pimps advertise their prostitutes, including underage girls. For example, for an
22 additional fee Backpage.com will place a pimp's ad at the top of the listing of advertisements,
23 and it provides commissions to customers who refer other customers. Upon information and
24 belief, Backpage.com knows that these services are specifically designed to earn it more profit
25 by promoting more prostitution, including prostitution of children.
26

1 3.25 Upon information and belief, despite knowing that pimps often control more
2 than one prostitute, Backpage.com readily accepts payment for the advertisements of more
3 than one girl from the same source. Upon further information and belief, Backpage.com often
4 allows one credit card to finance prostitution ads for several different girls, and it instructs
5 pimps on how to pay anonymously in order to avoid law enforcement detection and criminal
6 prosecution. For example, and upon information and belief, it knows many of the credit cards
7 are often pre-paid cards, which gives the pimp complete anonymity, and also knows that
8 many advertisements have the same contact phone number that are linked to the same pimp
9 for a number of girls. Upon information and belief, Backpage.com knows this allows pimps
10 to post ads on Backpage.com for multiple girls while in the privacy of a motel room using a
11 laptop computer and a credit card to pay for the advertisement.
12

13 3.26 Upon information and belief, Backpage.com knows that its website is used
14 almost exclusively for human sex trafficking, including the trafficking of minors, and it has
15 imposed content requirements for the purpose of increasing that illegal activity and increasing
16 its profits, to more than \$20 million in the past year.
17

18 3.27 Upon information and belief, Backpage.com knew that pimps would use its
19 website and content requirements to post advertisements of underage girls for sex, including
20 Plaintiffs, and it knew that it was profiting from those advertisements, including the
21 advertisements of Plaintiffs.
22

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

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

2 4.1 In 2010, Plaintiff J.S. was 15 years old when a pimp named Baruti Hopson
3 contracted with Backpage.com to advertise J.S. on its website as a prostitute. Hopson paid
4 Backpage.com a fee and then uploaded advertisements of minor J.S. on Backpage.com. The
5 advertisements were for prostitution services and included contact information that allowed
6 customers to access J.S. The ads were accompanied with explicit language denoting obvious
7 commercial sex advertisements, including “W`E`L`L_W`O`R`T`H_I`T ****^**** 150HR” and
8 “IT WONT TAKE LONG AT ALL !!!!!!!” The advertisements also included multiple
9 lascivious photographs of J.S. that showed she was a minor. Hopson complied with
10 Backpage.com’s content requirements and used those requirements to advertise J.S. for sex,
11 as Backpage.com intended. At no time did Backpage.com attempt to verify J.S.’s age or to
12 otherwise protect her from being advertised for sex on Backpage.com. Neither J.S. nor any
13 parent or legal guardian consented to having her photograph or information appear on
14 Backpage.com, and neither J.S. nor any parent or legal guardian consented to J.S. having sex
15 with the many adults who had sex with her because of the advertisements on Backpage.com.
16
17

18 4.2 As a result of the conspiracy and contract between Backpage.com and Hopson,
19 advertisements for J.S. appeared on the Backpage.com escort website well over 100 different
20 times. Each time Hopson paid Backpage.com its demanded fee through the use of a credit
21 card, and each time Backpage.com allowed Hopson to advertise his advertisement of J.S. for
22 sex on its website.
23

24 4.3 As a result of this arrangement between Hopson and Backpage.com, multiple
25 prostitution customers contacted J.S. and paid Hopson a fee in order to have sex with her. As
26 a result of Backpage.com’s relationship and agreement with Hopson, J.S. engaged in sexual

1 activities with adults, including sexual intercourse with multiple adult customers per day for
2 several months.

3 4.4 As a direct and proximate result of the foregoing misconduct, J.S. has suffered,
4 and continues to suffer, general and special damages. These damages include, but are not
5 limited to, severe emotional distress, humiliation, mental anguish, physical and mental pain
6 and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
7 attorneys' fees and costs, and other general and special damages, all in an amount to be
8 determined at trial.
9

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

11 5.1 In September 2010, Plaintiff S.L. was 13 years old when she ran away from
12 her family home and was introduced to a pair of adult pimps who proceeded to take advantage
13 of her by using her as a prostitute.
14

15 5.2 The adult pimps dressed S.L. in lingerie and took photographs of her to create
16 advertisements for the Backpage.com escort website. The pimps paid Backpage.com a fee
17 and then uploaded advertisements of S.L. onto the Backpage.com escort website. The
18 wordings of the advertisements were sexually suggestive and obvious invitations for
19 commercial sex acts with the underage S.L., and from the appearance of her photographs it
20 was obvious S.L. was underage. The advertisements were for prostitution services and
21 included contact information that allowed customers to access S.L. The pimps complied with
22 Backpage.com's content requirements and used those requirements to advertise S.L. for sex,
23 as, upon information and belief, Backpage.com intended. At no time did Backpage.com
24 attempt to verify S.L.'s age or to otherwise protect her from being advertised for sex on
25 Backpage.com. Neither S.L. nor any parent or legal guardian consented to having her
26

1 photograph or information appear on Backpage.com, and neither S.L. nor any parent or legal
2 guardian consented to S.L. having sex with the many adults who had sex with her because of
3 the advertisements on Backpage.com.

4 5.3 As a result of the conspiracy and contract between Backpage.com and the two
5 pimps, advertisements for S.L. appeared on the Backpage.com escort website many, many
6 times. Each time the pimps paid Backpage.com its demanded fee through the use of a credit
7 card, and each time Backpage.com allowed the pimps to advertise their advertisement of S.L.
8 for sex on its website.

9 5.4 As a result of this relationship and conspiracy between the two pimps and
10 Backpage.com, multiple prostitution customers contacted S.L. and paid the pimps a fee in
11 order to have sex with her. As a result of Backpage.com's agreement with the two pimps,
12 S.L. engaged in sexual activities and sexual intercourse with many, many adult men.

13 5.5 As a direct and proximate result of the foregoing misconduct, S.L. has
14 suffered, and continues to suffer, general and special damages. These damages include, but
15 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
16 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
17 attorneys' fees and costs, and other general and special damages, all in an amount to be
18 determined at trial.

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22 **VI. FACTS SPECIFIC TO PLAINTIFF L.C.**

23 6.1 Plaintiff L.C. was barely one month out of seventh grade when she left her
24 home and was introduced to the same pair of adult pimps that victimized Plaintiff S.L. L.C.
25 met these pimps shortly after her 13th birthday in July of 2010. One of the pimps invited L.C.
26 to live with her. Shortly after moving in with the pimp, L.C. was told she would have to

1 “work” if she was going to stay, meaning work for the pimp as a prostitute. Faced with being
2 homeless, L.C. agreed.

3 6.2 The pimp took photographs of L.C., dressed in skimpy clothing, and after
4 paying Backpage.com a fee with a credit card, posted prostitution advertisements of L.C. on
5 the Backpage.com escort website. The advertisements included a phone number where L.C.
6 could be reached. Multiple adult prostitution customers responded to the advertisements and
7 had sex with the seventh grade child.
8

9 6.3 From early July 2010, until September 23, 2010, the pimp and her accomplice
10 posted multiple advertisements of L.C. on the Backpage.com escort website, paying
11 Backpage.com a fee each time with a credit card. The wordings of the advertisements were
12 sexually suggestive and obvious invitations for commercial sex acts with the underage L.C.,
13 and from the appearance of her photographs it was obvious L.C. was underage. The
14 advertisements were for prostitution services and included contact information that allowed
15 customers to access L.C. The title of one of the ads that included a photograph of L.C. states
16 “80 DOLLAR DAY SPECIAL, ask for Tasha.” In another advertisement for “Tasha,” it
17 states “Face down Ass Up.” Still another states “Let Em BLOW YOUR MIND.” All of the
18 advertisements had photographs of L.C. under the alias “Tasha.”
19

20 6.4 The pimps complied with Backpage.com’s content requirements and used
21 those requirements to advertise L.C. for sex, as, upon information and belief, Backpage.com
22 intended. At no time did Backpage.com attempt to verify L.C.’s age or to otherwise protect
23 her from being advertised for sex on Backpage.com. Neither L.C. nor any parent or legal
24 guardian consented to having her photograph or information appear on Backpage.com, and
25 neither L.C. nor any parent or legal guardian consented to L.C. having sex with the many
26

1 adults who had sex with her because of the advertisements on Backpage.com.

2 6.5 As a result of the contract and conspiracy between Backpage.com and the two
3 pimps, advertisements for L.C. appeared on the Backpage.com escort website many, many
4 times. Each time the pimps paid Backpage.com its demanded fee through the use of a credit
5 card, and each time Backpage.com allowed the pimps to advertise their advertisement of S.L.
6 for sex on its website.

7
8 6.6 As a result of this relationship and arrangement between the two pimps and
9 Backpage.com, L.C. was raped by hundreds of adult prostitution customers - as many as
10 twenty per day. Each customer paid the pimps a fee in order to have sex with her. As a result
11 of Backpage.com's agreement with the two pimps, S.L. engaged in sexual activities and
12 sexual intercourse with many, many adult men.

13
14 6.7 As a direct and proximate result of the foregoing misconduct, L.C. has
15 suffered, and continues to suffer, general and special damages. These damages include, but
16 are not limited to, severe emotional distress, humiliation, mental anguish, physical and mental
17 pain and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
18 attorneys' fees and costs, and other general and special damages, all in an amount to be
19 determined at trial.

20
21 **VII. CAUSES OF ACTION**
22 **NEGLIGENCE**

23 7.1 Plaintiffs re-allege and incorporate by reference all of the allegations contained
24 in the paragraphs above and below.

25 7.2 The Backpage.com defendants had a duty of care to operate their
26 Backpage.com escort website in a manner that did not endanger minor children, including

1 Plaintiffs.

2 7.3 The Backpage.com defendants breached that duty because they knew, or
3 should have known, that adults working as professional pimps were using its website to post
4 advertisements of minor children for sex on the Backpage.com website, including such
5 advertisements of Plaintiffs, but they took no steps to protect those children, including
6 Plaintiffs.

7
8 7.4 As a direct and proximate result of the foregoing misconduct, Plaintiffs
9 suffered, and continue to suffer, general and special damages. These damages include, but are
10 not limited to, emotional distress, humiliation, mental anguish, physical and mental pain and
11 suffering, a decrease in their ability to enjoy life, past and future medical expenses, attorneys'
12 fees and costs, and other general and special damages, all in an amount to be determined at
13 trial.

14 **OUTRAGE**

15
16 7.5 Plaintiffs re-allege and incorporate by reference all of the allegations contained
17 in the paragraphs above and below.

18 7.6 Upon information and belief, the Backpage.com defendants engaged in
19 extreme and outrageous conduct by knowingly allowing pimps to advertise children for sex
20 on its website, including Plaintiffs.

21
22 7.7 As a result of this extreme and outrageous conduct, many, many men used
23 Backpage.com to gain access to the Plaintiffs and sexually abuse them.

24 7.8 Upon information and belief, the Backpage.com defendants knew that this
25 extreme and outrageous conduct would inflict severe emotional and psychological distress on
26 others, including Plaintiffs, and Plaintiffs did in fact suffer severe emotional and

1 psychological distress as a result. Their emotional damages include severe mental anguish,
2 humiliation and emotional and physical distress.

3 **SEXUAL EXPLOITATION OF CHILDREN**

4 7.9 Plaintiffs re-allege and incorporate by reference all of the allegations contained
5 in the paragraphs above and below.

6
7 7.10 Upon information and belief, the defendants violated the Sexual Exploitation
8 of Children Act, RCW 9.68A. et al., by knowingly allowing and helping adult men to sexually
9 abuse and exploit Plaintiffs. This includes, but is not limited to, violations of RCW
10 9.68A.040, which prohibited sexual exploitation of Plaintiffs while they were minors; RCW
11 9.68A.070, which prohibits the possession of visual or printed matter depicting Plaintiffs
12 engaged in sexually explicit conduct; and, RCW 9.68A.090, which prohibited communication
13 with Plaintiffs for immoral purposes while they were minors.
14

15 7.11 Under RCW 9.68A.130, Plaintiffs are entitled to their attorneys' fees and costs
16 for pursuing this civil action that arises from their sexual abuse and exploitation by
17 defendants.

18 **RATIFICATION / VICARIOUS LIABILITY**

19 7.12 Plaintiffs re-allege and incorporate by reference all of the allegations contained
20 in the paragraphs above and below.

21
22 7.13 Upon information and belief, the use of the Backpage.com website for
23 advertising minors for sex was so pervasive and known to Backpage.com that it cannot be
24 said that such conduct was so unforeseen so as to prevent the Backpage.com defendants from
25 being vicariously liable for such conduct. Rather, upon further information and belief, the
26 Backpage.com defendants knowingly aided and assisted the pimps who posted the

1 advertisements of Plaintiffs on the Backpage.com website, and knowingly profited from that
2 illegal activity.

3 7.14 The Backpage.com defendants are vicariously liable for the conduct of the
4 pimps because they ratified their conduct and knowingly repeated the benefits. The
5 Backpage.com defendants knew that these pimps were sexually abusing and exploiting
6 Plaintiffs yet they did nothing because of their financial motive.
7

8 7.15 Given these circumstances, the Backpage.com defendants should be held
9 vicariously liable for the actions of the pimps.

10 UNJUST ENRICHMENT

11 7.16 Plaintiffs re-allege and incorporate by reference all of the allegations contained
12 in the paragraphs above and below.

13 7.17 As a result of their wrongful sexual and financial exploitation of Plaintiffs, the
14 defendants unjustly profited and enriched themselves at the expense of Plaintiffs, including
15 the money defendant Baruti Hopson received for the sexual services performed by J.S., and
16 the money the Backpage.com defendants received when the pimps posted advertisements of
17 the Plaintiffs on Backpage.com.
18

19 7.18 Upon information and belief, these benefits were conferred onto the defendants
20 with their knowledge of them, and the defendants accepted and retained those benefits under
21 circumstances that make it inequitable for them to retain them without paying their value.
22

23 INVASION OF PRIVACY

24 7.19 Plaintiffs re-allege and incorporate by reference all of the allegations contained
25 in the paragraphs above and below.

26 7.20 The defendants invaded Plaintiffs' right to be let alone. The defendants'
misconduct includes, but is not

1 limited to, intrusion upon seclusion and public disclosure of private facts.

2 7.21 Upon information and belief, this is particularly true where the Backpage.com
3 defendants knew or should have known that pimps were taking sexually suggestive
4 photographs of minor children, like Plaintiffs, and posting those photographs on the
5 Backpage.com website in order to advertise the children for sex, and where the Backpage.com
6 defendants knew or should have known that those photographs and other private information
7 of Plaintiffs would necessarily be made public when the defendants were finally held
8 accountable for their wrongful conduct.

9 **SEXUAL ASSAULT AND BATTERY**

10
11 7.22 Plaintiffs re-allege and incorporate by reference all of the allegations contained
12 in the paragraphs above and below.

13 7.23 Defendant Baruti Hopson intentionally engaged in harmful and offensive
14 contact with Plaintiff J.S. while she was a minor. This contact included sexual assault.

15 7.24 As a direct and proximate result of that intentional harmful and offensive
16 contact, J.S. suffered general and special damages.

17 **CIVIL CONSPIRACY**

18
19 7.25 The defendants engaged in a plan or conspiracy to use the Backpage.com
20 website to advertise children for sex, including Plaintiffs.

21 7.26 Based on these actions, the defendants are liable for civil conspiracy.

22 **CRIMINAL PROFITEERING ACT**

23 7.27 Plaintiffs re-allege and incorporate by reference all of the allegations contained
24 in the paragraphs above and below.

25 7.28 As set forth above, the Backpage defendants violated Washington's Criminal
26 Profiteering Act, RCW 9A.82 et seq., by promoting, assisting, and facilitating prostitution,

1 sex trafficking, and child sex trafficking. This includes, but is not limited to, violations of
2 RCW 9A.88.080, Promoting Prostitution in the Second Degree, and RCW 9.68A.101,
3 Promoting Commercial Sexual Abuse of a Minor.7.28

4 7.29 As set forth above, the Backpage defendants knowingly profited from
5 prostitution in violation of RCW 9A.88.080, Promoting Prostitution in the Second Degree.
6

7 7.30 As set forth above, the Backpage defendants knowingly advanced prostitution
8 in violation of RCW 9A.88.080, Promoting Prostitution in the Second Degree.

9 7.31 As set forth above, the Backpage defendants aided their users to commit or
10 engage in commercial sexual abuse of minors and procure and solicit customers for
11 commercial sexual abuse of a minor by providing an online platform to market children for
12 sex, which was designed to institute, aid, cause, assist, and facilitate acts of commercial
13 sexual abuse of a minor in violation of RCW 9.68A.101, as well as by utilizing moderation
14 practices designed to institute, aid, cause, assist, and facilitate acts of commercial sexual
15 abuse of a minor in violation of RCW 9.68A.101.
16

17 7.32 At all material and relevant times, the Backpage defendants' actions, as
18 detailed above and below, constituted acts of criminal profiteering that was part of a pattern of
19 criminal profiteering as defined by RCW 9A.82. et seq.
20

21 7.33 As a direct and proximate result of the foregoing misconduct, Plaintiffs
22 suffered, and continue to suffer, general and special damages. These damages include, but are
23 not limited to, emotional distress, humiliation, mental anguish, physical and mental pain and
24 suffering, a decrease in their ability to enjoy life, past and future medical expenses, attorneys'
25 fees and costs, and other general and special damages, all in an amount to be determined at
26 trial.

1 7.34 Under RCW 9A.82.100, Plaintiffs are entitled to their attorneys' fees and costs
2 for pursuing this civil action that arises from their sexual abuse and exploitation by
3 defendants. Plaintiffs also intend to seek maximum civil penalties to the extent they are
4 provided under RCW 9A.82.100.
5

6 **CRIMINAL PROFITEERING ACT – LEADING ORGANIZED CRIME**

7 7.35 Plaintiffs re-allege and incorporate by reference all of the allegations contained
8 in the paragraphs above and below.

9 7.36 As set forth above, the Backpage defendants violated Washington's Criminal
10 Profiteering Act, RCW 9A.82 *et seq.*, by intentionally organizing, managing, directing,
11 supervising, and financing three or more persons with the intent to engage in a pattern of
12 criminal profiteering activity in violation of RCW 9A.82.060.
13

14 7.37 At all material and relevant times, the actions of the Backpage defendants and
15 the actions of Backpage defendants' employees and users, as detailed above, constituted acts
16 of criminal profiteering that was part of a pattern of criminal profiteering as defined by RCW
17 9A.82. *et seq.*
18

19 7.38 As a direct and proximate result of the foregoing misconduct, Plaintiffs
20 suffered, and continue to suffer, general and special damages. These damages include, but are
21 not limited to, emotional distress, humiliation, mental anguish, physical and mental pain and
22 suffering, a decrease in their ability to enjoy life, past and future medical expenses, attorneys'
23 fees and costs, and other general and special damages, all in an amount to be determined at
24 trial.
25

26 7.39 Under RCW 9A.82.100, Plaintiffs are entitled to their attorneys' fees and costs
for pursuing this civil action that arises from their sexual abuse and exploitation by

1 defendants. Plaintiffs also intend to seek maximum civil penalties to the extent they are
2 provided under RCW 9A.82.100.

3 **VIII. PRAYER FOR RELIEF**

4 8.1 Plaintiffs pray for judgment against the defendants for the general and special
5 damages they have incurred, and they continue to incur, as described more fully herein.

6 8.2 Plaintiffs further pray for any other damages and equitable relief the Court or
7 jury deems appropriate under the circumstances.

8 8.3 Plaintiffs specifically reserve the right to pursue additional causes of action,
9 other than those specifically outlined above, that are supported by the facts pleaded herein or
10 that may be supported by other facts that are developed during discovery.
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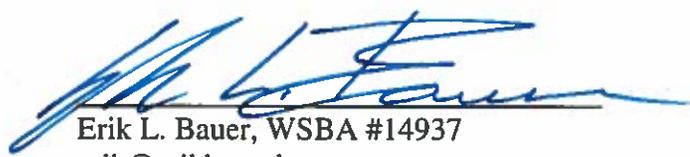
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Dated this 19th day of January 2017.

THE LAW OFFICE OF ERIK L. BAUER



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