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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

J.S., S.L., and L.C.,)	
)	
Plaintiffs,)	
v.)	NO: 3:12-cv-06031-KLS
)	
)	SECOND AMENDED COMPLAINT
VILLAGE VOICE MEDIA HOLDINGS,)	FOR DAMAGES
L.L.C., d/b/a Backpage.com;)	
BACKPAGE.COM, L.L.C.; NEW TIMES)	
MEDIA, L.L.C., d/b/a Backpage.com;)	
BARUTI HOPSON; SABIR SHABAZZ; and)	
SHADINA RICE,)	
)	
Defendants.)	

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

I. NATURE OF THE ACTION

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

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

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

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

14 2.1 Plaintiff J.S. is a seventeen year old minor girl who was fifteen when she was
15 trafficked in the sex trade through the Backpage.com website. She is a resident of King
16 County, Washington. Given the nature of these allegations, this complaint identifies J.S. by
17 her initials, only.
18

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

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

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

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

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

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

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

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

9 2.9 Defendant Sabir Shabazz is currently in custody in King County Jail in King
10 County, Washington, awaiting sentencing for criminal charges stemming from the same acts
11 alleged herein. At all times relevant hereto, and while knowing Plaintiffs L.C. and S.L. were
12 minor children, defendant Sabir Shabazz engaged in communications with Plaintiffs L.C. and
13 S.L. for immoral purposes, took naked and illicit photographs of Plaintiffs L.C. and S.L.,
14 posted illicit photographs of Plaintiffs L.C. and S.L. on Backpage.com, actively solicited
15 adults to have sex with Plaintiffs L.C. and S.L. in Pierce County, Washington, by using
16 Backpage.com, and unjustly enriched himself by taking money from the adults who he
17 arranged to have sex with Plaintiffs L.C. and S.L. , including those who he arranged through
18 Backpage.com. All of these activities took place, at least in part, in Pierce County,
19 Washington.
20

21 2.10 Defendant Shadina Rice is a resident of Pierce County, Washington, awaiting
22 sentencing for crimes committed as alleged herein, to which she plead guilty in September
23 2012. At all times relevant hereto, and while knowing Plaintiffs L.C. and S.L. were minor
24 children, defendant Shadina Rice engaged in communications with Plaintiffs L.C. and S.L. for
25 immoral purposes, took naked and illicit photographs of Plaintiffs L.C. and S.L., posted illicit
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1 photographs of Plaintiffs L.C. and S.L. on Backpage.com, actively solicited adults to have sex
2 with Plaintiffs L.C. and S.L. in Pierce County, Washington, by using Backpage.com, and
3 unjustly enriched herself by taking money from the adults who she arranged to have sex with
4 Plaintiffs L.C. and S.L., including those who she arranged through Backpage.com. All of
5 these activities took place, at least in part, in Pierce County, Washington.
6

7 2.11 As discussed more fully herein, many of the acts and omissions giving rise to
8 this action occurred in Pierce County, Washington, two of the Plaintiffs reside in Pierce
9 County, Washington, and the Backpage.com defendants conduct business in Pierce County,
10 Washington, and conducted business in Pierce County, Washington, at the time of the acts
11 and omissions giving rise to this lawsuit.

12 2.12 As such, this Court has jurisdiction over this matter pursuant to RCW
13 2.08.010, and venue is proper in this Court pursuant to RCW 4.12.020.
14

15 **III. BACKGROUND FACTS**

16 3.1 At all times relevant to this lawsuit, and upon information and belief,
17 Backpage.com has been a major provider of internet advertising for illicit human trafficking.
18 Upon further information and belief, Backpage.com has knowingly developed a nationwide
19 online marketplace for illicit commercial sex and has knowingly developed a reputation for
20 itself as a website where pimps and prostitutes advertise commercial sex and where
21 commercial sex customers can find it. Upon information and belief, Backpage.com, through
22 its development, marketing, and operation of its “escort” website, has intentionally created a
23 context where each individual post on its escort website can be readily ascertained as an
24 advertisement for prostitution.
25

26 3.2 Upon information and belief, Backpage.com knowingly makes a substantial

1 amount of money from illicit human sex trafficking, and upon further information and belief,
2 does more to promote illicit human sex trafficking than any other single entity in the United
3 States. Upon information and belief, Backpage.com conspires with pimps and prostitutes to
4 advertise prostitutes for sale on the Backpage.com escort website, and Backpage.com agrees
5 to provide pimps and prostitutes with its well-known website for customers who know to use
6 it to access prostitutes. Upon information and belief, pimps and some prostitutes agree to pay
7 Backpage.com a fee to advertise their prostitution services on Backpage.com, and
8 Backpage.com knowingly collects the fee from the pimps and prostitutes and then allows
9 them to advertise whatever prostitute they wish to promote. Upon information and belief,
10 pimps, johns, prostitutes, and Backpage.com all know that Backpage.com's escort website is
11 devoted to prostitution, and Backpage.com has developed and marketed its website for that
12 purpose.
13
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15 3.3 Upon information and belief, thousands of prostitution advertisements appear
16 on the Backpage.com escort website every day, including dozens, if not hundreds, that are
17 targeted at Washington citizens, including Pierce County citizens. Upon information and
18 belief, the advertisements are obviously for the purpose of commercial sexual services.
19 Exhibit A (fully incorporated herein by reference) is a copy of the Backpage.com escort
20 website as it appeared on July 27, 2012, for only the Seattle, Washington, and Tacoma,
21 Washington areas (upon information and belief, this exhibit is representative of
22 Backpage.com's website at all times material to this litigation). On that day, dozens of new
23 prostitution advertisements were posted and more than 1,000 prostitution advertisements were
24 viewable from the previous days' listings (See Exhibit A).
25

26 3.4 Upon information and belief, Backpage.com derives the great majority of its

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

10 3.5 The prostitution advertisements typically have one or more photographs of the
11 prostitute along with a name and telephone number. Backpage.com uses a category on its
12 website for these prostitution ads under the heading of "Escorts." In the world of illicit
13 human sexual trafficking, "Escort" is another word for prostitute. "Escort" and "prostitute"
14 mean virtually the same thing. Escort customers are known as "Johns" or "Tricks." The
15 predators that exploit and control the prostitutes for financial gain are "Pimps." Upon
16 information and belief, Backpage.com knows all of this and has intentionally developed its
17 website to require information that allows and encourages this illegal trade to occur through
18 its website, including the illegal trafficking of underage girls.
19

20 3.6 For example, and upon information and belief, Backpage.com has developed
21 content requirements that pimps and prostitutes must meet in order for them to advertise on
22 the Backpage.com "escort" website. Upon information and belief, Backpage.com attempts to
23 fly under the radar of law enforcement and adverse public opinion by "forbidding" the use of
24 certain language. Sexually explicit language is forbidden by Backpage.com and ads
25 containing such are rejected. A façade of minimal respectability is demanded by
26

1 Backpage.com for its prostitution website. Upon information and belief, Backpage.com
2 developed these content requirements because it knows these methods will assist pimps and
3 prostitutes in avoiding detection so that Backpage.com can continue profiting from their
4 illegal activities.

5 3.7 Upon information and belief, Backpage.com is very adept at requiring the
6 “proper window dressing” techniques to conceal the illicit and illegal nature of the activities it
7 knows are occurring through its website, including the sex trafficking of children. For
8 example, Backpage.com requires pimps and prostitutes to use code words such as “escort” or
9 “donations,” but prevents forthright language such as “sex for sale.” However, patently
10 suggestive language such as “HOT(T) NaUgHtY EAGeR SEXY FuN 36DD SpEcIaLs
11 AvAiLaBLe NOW -24”, or “KINKY CuTIE - 22”, or “Sm@cK It Gr@B iT PULL mY
12 h@!R - 22” are but a few typical examples that Backpage.com allows on its site. Upon
13 information and belief, Backpage.com knows that prostitution customers know that each
14 posting is advertising commercial sex for sale because Backpage.com provides the overall
15 context for the site and knowingly imposes content requirements that perpetuate that context.
16 For that reason, each individual posting does not need to be explicit in its efforts to sell sex.
17

18 3.8 Upon information and belief, Backpage.com also allows the prices charged by
19 pimps and prostitutes to be posted in the ads. Some ads explicitly list a price, such as \$150
20 per hour, while many ads attempt to stymie law enforcement by using codes, such as “150
21 roses per hour” or asking for a “donation.” Upon information and belief, Backpage.com
22 knows that the vast majority of these advertisements are for sex, including sex with minors,
23 and it specifically requires the ads to state prices in hourly terms rather than by the minute;
24 Backpage.com goes so far as to prevent pimps and prostitutes from posting prices for 15
25
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1 minute time intervals because, upon information and belief, it knows such advertisements will
2 attract the attention of law enforcement and hurt its business.

3 3.9 Upon information and belief, Backpage.com instructs and requires pimps and
4 prostitutes to post their ads in a manner that is less likely to be used as evidence of criminal
5 activity, all with the effect of facilitating the illegal activity which Backpage.com profits
6 from. Upon further information and belief, Backpage.com has developed content
7 requirements that it knows will allow pimps and prostitutes to evade law enforcement. For
8 example, Backpage.com requires pimps and prostitutes to only use certain photographs,
9 imposes the following requirements for each ad, and removes ads that violate these
10 requirements:
11

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

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

26 3.11 Upon information and belief, the use of cropped or blurred photographs that

1 obscure the identity of the prostitute is another law enforcement evasion technique that
2 Backpage.com allows on its website, knowing that this particular technique is commonly
3 employed by pimps in order to obscure the identity and age of child prostitutes, including
4 runaways or other victims sought by police and concerned parents.

5 3.12 Upon information and belief, the use of aliases is another common feature of
6 the prostitution advertisements on Backpage.com. The names used by the prostitutes are
7 typically only a first name, which is not their real name. Upon information and belief, this
8 use of aliases allowed by Backpage.com is another law enforcement evasion technique, and is
9 another example of how Backpage.com knows that its website is being used for prostitution.
10

11 3.13 Upon information and belief, another law enforcement evasion technique
12 developed and required by Backpage.com is the manner in which ads are posted. To post an
13 ad in the “escort” section, a pimp or prostitute must first click on the section titled “adult
14 entertainment.” Under that heading, Backpage.com then requires the pimp or prostitute to
15 choose between the following categories: “adult jobs,” “body rubs,” “domination and fetish,”
16 “escorts,” “male escorts,” “phone & websites,” “strippers and strip clubs,” or “transsexual
17 escorts.” Backpage.com then requires the pimp or prostitute to agree to the following content
18 requirements for posting in the “escort” section of its website:
19

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

1 3.14 Upon information and belief, Backpage.com knows that the foregoing content
2 requirements are a fraud and a ruse that is aimed at helping pimps, prostitutes, and
3 Backpage.com evade law enforcement by giving the appearance that Backpage.com does not
4 allow sex trafficking on its website. However, upon information and belief, even a cursory
5 review of the advertisements in Exhibits A-B show that the vast majority are a “solicitation
6 directly or in ‘coded’ fashion for [an] illegal service exchanging sexual favors for money or
7 other valuable consideration.” In fact, and upon information and belief, the purpose of the
8 entire escort website is exactly what its content requirements purportedly prohibit. Upon
9 information and belief, the content requirements are nothing more than a method developed
10 by Backpage.com to allow pimps, prostitutes, and Backpage.com to evade law enforcement
11 for illegal sex trafficking, including the trafficking of minors for sex.
12

13 3.15 Upon information and belief, Backpage.com develops the content of the
14 prostitution advertisements on its website through the use of the foregoing content
15 requirements, which serve the purposes of promoting illegal sex trafficking, hindering law
16 enforcement, and allowing Backpage.com to attract more customers, make more money, and
17 become the huge online prostitution market that it is today.
18

19 3.16 Upon information and belief, Backpage.com’s content requirements allow
20 pimps and prostitutes, their customers, and Backpage.com to evade enforcement of the
21 following criminal statutes:
22

- 23 a. RCW 9.68A.040 (Sexual exploitation of a minor)
- 24 b. RCW 9.68A.050 (Dealing in depictions of minor engaged in sexually explicit
25 conduct)
- 26 c. RCW 9.68A.090 (Communication with minor for immoral purposes)

- 1 d. RCW 9.68A.100 (Commercial sexual abuse of a minor)
- 2 e. RCW 9.68A.101 (Promoting commercial sexual abuse of a minor)
- 3 f. RCW 9.68A.103 (Permitting commercial sexual abuse of a minor)
- 4 g. RCW 9A.44.076 (Rape of a child in the second degree)
- 5 h. RCW 9A.44.079 (Rape of a child in the third degree)
- 6 i. RCW 9A.44.086 (Child molestation in the second degree)
- 7 j. RCW 9A.44.089 (Child molestation in the third degree)
- 8 k. RCW 9A.88.070 (Promoting prostitution in the first degree)
- 9 l. RCW 9A.88.080 (Promoting prostitution in the second degree)
- 10 m. RCW 9A.88.090 (Permitting prostitution)
- 11 n. RCW 9A.40.100 (Trafficking)
- 12 o. RCW 9A.28.040 (Criminal conspiracy)
- 13 p. RCW 9A.82.060 (Leading organized crime)

16 3.17 An estimated 100,000 American minors are victimized through prostitution in
 17 America each year. LINDA A. SMITH ET AL., THE NATIONAL REPORT ON DOMESTIC MINOR
 18 SEX TRAFFICKING iv (Shared Hope Int'l, 2009). Upon information and belief, Backpage.com
 19 is a major player in facilitating the exploitation of minors for sex and it knows as much.

20 3.18 Upon further information and belief, a large percentage of the prostitutes who
 21 appear on Backpage.com are, in fact, minor children. For example, Exhibit B is
 22 representative of Backpage.com's website at all times material to this litigation and represents
 23 a partial canvassing of Backpage.com's "escort" websites in 25 U.S. cities conducted on July
 24 6, 2012. Upon information and belief, it contains over 150 advertisements of "escorts" who
 25 could easily be minors. Upon information and belief, Backpage.com knows that many of the
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1 advertisements that it agrees to display on its prostitution website are in fact advertisements
2 for sex with minor children, and despite this knowledge, Backpage.com continues to display
3 prostitution ads that include minors without any meaningful safeguards or protections for the
4 children; to the contrary, its content requirements are specifically designed to control the
5 nature and context of those advertisements so that pimps can continue to use Backpage.com to
6 traffic in sex, including the trafficking of children, and so Backpage.com can continue to
7 profit from those advertisements.
8

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

5 3.20 Upon information and belief, Backpage.com knows that pimps are using its
6 website for sex trafficking of minors, and it knows imposing a licensing requirement would
7 substantially reduce its profits, because one of its parent companies, Village Voice Media
8 Holdings, LLC, requires an “in person” showing of valid photographic identification in order
9 to post escort advertisements in its printed Seattle Weekly newspaper. The person being
10 advertised must personally show up at the Seattle Weekly office with valid photo
11 identification verifying they are over the age of 18 years before they are permitted to run an
12 escort ad. Upon information and belief, Backpage.com does not impose this requirement for
13 its website because it believes it is immune from liability, regardless of its substantial role in
14 creating the content and context of the advertisements on its website.

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

19 3.22 Upon information and belief, Backpage.com also knows that it is aiding pimps
20 in marketing prostitutes, including underage girls, by requiring users to post the location of
21 their prostitutes. Customers can click on whatever state, city or town they desire to find
22 prostitutes within their geographic area. This is a valuable marketing technique for the pimps
23 to employ. It aids the customer in finding a convenient prostitute, and it aids the pimp by
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1 allowing the customer to find the prostitute the pimp is promoting. Upon information and
2 belief, Backpage.com knows the value of this requirement and marketing technique because it
3 divided its website into distinct geographic categories and charges the pimp an additional fee
4 if the pimp wishes to have Backpage.com advertise a prostitute in different geographic
5 locations. Upon information and belief, Backpage.com knows that if a pimp or prostitute
6 experiences unwanted law enforcement attention in one jurisdiction, the pimp can simply
7 move the prostitute to another jurisdiction and Backpage.com will readily advertise the
8 prostitute in the new location. Upon information and belief, this is another way in which
9 Backpage.com knows that it aids pimps in promoting prostitution and evading law
10 enforcement through the content requirements of its website.
11

12 3.23 Upon information and belief, Backpage.com knows that its escort website is
13 well known to prostitution customers throughout the United States as a place to easily locate
14 prostitutes because Backpage.com has intentionally created a website whose sole purpose is to
15 facilitate prostitution. Upon information and belief, using the content requirements discussed
16 above, Backpage.com developed the user interface so that customers can quickly and easily
17 find the prostitute they desire. It first presents a user with a choice of geographic areas, and
18 then after choosing an area, Backpage.com provides the user with a scroll down list of
19 advertisements. Upon clicking on a given ad tagline, Backpage.com has arranged its website
20 so that a specified number of photographs of the prostitute appear on the computer screen
21 along with a telephone number. Upon information and belief, Backpage.com makes it as easy
22 as possible for customers to locate prostitutes in their desired area, and it also makes it very
23 easy for the pimps to promote their prostitutes, including minor children.
24
25

26 3.24 Upon information and belief, Backpage.com offers a variety of additional tools

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

7 3.25 Upon information and belief, despite knowing that pimps often control more
8 than one prostitute, Backpage.com readily accepts payment for the advertisements of more
9 than one girl from the same source. Upon further information and belief, Backpage.com often
10 allows one credit card to finance prostitution ads for several different girls, and it instructs
11 pimps on how to pay anonymously in order to avoid law enforcement detection and criminal
12 prosecution. For example, and upon information and belief, it knows many of the credit cards
13 are often pre-paid cards, which gives the pimp complete anonymity, and also knows that
14 many advertisements have the same contact phone number that are linked to the same pimp
15 for a number of girls. Upon information and belief, Backpage.com knows this allows pimps
16 to post ads on Backpage.com for multiple girls while in the privacy of a motel room using a
17 laptop computer and a credit card to pay for the advertisement.
18

19 3.26 Upon information and belief, Backpage.com knows that its website is used
20 almost exclusively for human sex trafficking, including the trafficking of minors, and it has
21 imposed content requirements for the purpose of increasing that illegal activity and increasing
22 its profits, to more than \$20 million in the past year.
23

24 3.27 Upon information and belief, Backpage.com knew that pimps would use its
25 website and content requirements to post advertisements of underage girls for sex, including
26 Plaintiffs, and it knew that it was profiting from those advertisements, including the

1 advertisements of Plaintiffs.

2 3.28 Upon information and belief, all of the foregoing allegations took place before
3 or during the time that Plaintiffs were advertised for sex on Backpage.com, including the
4 content requirements that Backpage.com created and instituted in order to perpetuate an
5 online marketplace for illegal sex, including sex trafficking of children, like Plaintiffs.
6

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

8 4.1 In 2010, Plaintiff J.S. was 15 years old when a pimp named Baruti Hopson
9 contracted with Backpage.com to advertise J.S. on its website as a prostitute. Hopson paid
10 Backpage.com a fee and then uploaded advertisements of minor J.S. on Backpage.com. The
11 advertisements were for prostitution services and included contact information that allowed
12 customers to access J.S. The ads were accompanied with explicit language denoting obvious
13 commercial sex advertisements, including “W`E`L`L_W`O`R`T`H_I`T ****^**** 150HR” and
14 “IT WONT TAKE LONG AT ALL !!!!!!!” The advertisements also included multiple
15 lascivious photographs of J.S. that showed she was a minor. Hopson complied with
16 Backpage.com’s content requirements and used those requirements to advertise J.S. for sex,
17 as Backpage.com intended. At no time did Backpage.com attempt to verify J.S.’s age or to
18 otherwise protect her from being advertised for sex on Backpage.com. Neither J.S. nor any
19 parent or legal guardian consented to having her photograph or information appear on
20 Backpage.com, and neither J.S. nor any parent or legal guardian consented to J.S. having sex
21 with the many adults who had sex with her because of the advertisements on Backpage.com.
22
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24 4.2 As a result of the conspiracy and contract between Backpage.com and Hopson,
25 advertisements for J.S. appeared on the Backpage.com escort website well over 100 different
26 times. Each time Hopson paid Backpage.com its demanded fee through the use of a credit

1 card, and each time Backpage.com allowed Hopson to advertise his advertisement of J.S. for
2 sex on its website.

3 4.3 As a result of this arrangement between Hopson and Backpage.com, multiple
4 prostitution customers contacted J.S. and paid Hopson a fee in order to have sex with her. As
5 a result of Backpage.com's relationship and agreement with Hopson, J.S. engaged in sexual
6 activities with adults, including sexual intercourse with multiple adult customers per day for
7 several months.

8 4.4 As a direct and proximate result of the foregoing misconduct, J.S. has suffered,
9 and continues to suffer, general and special damages. These damages include, but are not
10 limited to, severe emotional distress, humiliation, mental anguish, physical and mental pain
11 and suffering, a decrease in her ability to enjoy life, past and future medical expenses,
12 attorneys' fees and costs, and other general and special damages, all in an amount to be
13 determined at trial.
14

15
16 **V. FACTS SPECIFIC TO PLAINTIFF S.L.**

17 5.1 In September 2010, Plaintiff S.L. was 13 years old when she ran away from
18 her family home and was introduced to Defendants Shabazz and Rice, who proceeded to take
19 advantage of her by using her as a prostitute.

20 5.2 Defendants Shabazz and Rice dressed S.L. in lingerie and took photographs of
21 her to create advertisements for the Backpage.com escort website. Defendants Shabazz and
22 Rice paid Backpage.com a fee and then uploaded advertisements of S.L. onto the
23 Backpage.com escort website. The wordings of the advertisements were sexually suggestive
24 and obvious invitations for commercial sex acts with the underage S.L., and from the
25 appearance of her photographs it was obvious S.L. was underage. The advertisements were
26

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

10 5.3 As a result of the conspiracy and contract between Backpage.com and
11 Defendants Shabazz and Rice, advertisements for S.L. appeared on the Backpage.com escort
12 website many, many times. Each time Defendants Shabazz and Rice paid Backpage.com its
13 demanded fee through the use of a credit card, and each time Backpage.com allowed
14 Defendants Shabazz and Rice to advertise their advertisement of S.L. for sex on its website.

16 5.4 As a result of this relationship and conspiracy between Defendants Shabazz
17 and Rice and Backpage.com, multiple prostitution customers contacted S.L. and paid
18 Defendants Shabazz and Rice a fee in order to have sex with her. As a result of
19 Backpage.com's agreement with Defendants Shabazz and Rice, S.L. engaged in sexual
20 activities and sexual intercourse with many, many adult men.

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

1 determined at trial.

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

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

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

15
16 6.3 From early July 2010, until September 23, 2010, Defendants Shabazz and Rice
17 posted multiple advertisements of L.C. on the Backpage.com escort website, paying
18 Backpage.com a fee each time with a credit card. The wordings of the advertisements were
19 sexually suggestive and obvious invitations for commercial sex acts with the underage L.C.,
20 and from the appearance of her photographs it was obvious L.C. was underage. The
21 advertisements were for prostitution services and included contact information that allowed
22 customers to access L.C. The title of one of the ads that included a photograph of L.C. states
23 “80 DOLLAR DAY SPECIAL, ask for Tasha.” In another advertisement for “Tasha,” it
24 states “Face down Ass Up.” Still another states “Let Em BLOW YOUR MIND.” All of the
25 advertisements had photographs of L.C. under the alias “Tasha.”
26

1 6.4 Defendants Shabazz and Rice complied with Backpage.com's content
2 requirements and used those requirements to advertise L.C. for sex, as, upon information and
3 belief, Backpage.com intended. At no time did Backpage.com attempt to verify L.C.'s age or
4 to otherwise protect her from being advertised for sex on Backpage.com. Neither L.C. nor
5 any parent or legal guardian consented to having her photograph or information appear on
6 Backpage.com, and neither L.C. nor any parent or legal guardian consented to L.C. having
7 sex with the many adults who had sex with her because of the advertisements on
8 Backpage.com.
9

10 6.5 As a result of the contract and conspiracy between Backpage.com and
11 Defendants Shabazz and Rice, advertisements for L.C. appeared on the Backpage.com escort
12 website many, many times. Each time Defendants Shabazz and Rice paid Backpage.com its
13 demanded fee through the use of a credit card, and each time Backpage.com allowed
14 Defendants Shabazz and Rice to advertise their advertisement of S.L. for sex on its website.
15

16 6.6 As a result of this relationship and arrangement between Defendants Shabazz
17 and Rice, and Backpage.com, L.C. was raped by hundreds of adult prostitution customers - as
18 many as twenty per day. Each customer paid Defendants Shabazz and Rice a fee in order to
19 have sex with her. As a result of Backpage.com's agreement with Defendants Shabazz and
20 Rice, S.L. engaged in sexual activities and sexual intercourse with many, many adult men.
21

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

1 determined at trial.

2 **VII. CAUSES OF ACTION**

3 **NEGLIGENCE**

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

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

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

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

24 7.5 Plaintiffs re-allege and incorporate by reference all of the allegations contained
25 in the paragraphs above and below.

26 7.6 Upon information and belief, the Backpage.com defendants engaged in

1 extreme and outrageous conduct by knowingly allowing pimps to advertise children for sex
2 on its website, including Plaintiffs.

3 7.7 As a result of this extreme and outrageous conduct, many, many men used
4 Backpage.com to gain access to the Plaintiffs and sexually abuse them.

5 7.8 Upon information and belief, the Backpage.com defendants knew that this
6 extreme and outrageous conduct would inflict severe emotional and psychological distress on
7 others, including Plaintiffs, and Plaintiffs did in fact suffer severe emotional and
8 psychological distress as a result. Their emotional damages include severe mental anguish,
9 humiliation and emotional and physical distress.
10

11 **SEXUAL EXPLOITATION OF CHILDREN**

12 7.9 Plaintiffs re-allege and incorporate by reference all of the allegations contained
13 in the paragraphs above and below.

14 7.10 Upon information and belief, the defendants violated the Sexual Exploitation
15 of Children Act, RCW 9.68A. et al., by knowingly allowing and helping adult men to sexually
16 abuse and exploit Plaintiffs. This includes, but is not limited to, violations of RCW
17 9.68A.040, which prohibited sexual exploitation of Plaintiffs while they were minors; RCW
18 9.68A.070, which prohibits the possession of visual or printed matter depicting Plaintiffs
19 engaged in sexually explicit conduct; and, RCW 9.68A.090, which prohibited communication
20 with Plaintiffs for immoral purposes while they were minors.
21

22 7.11 Under RCW 9.68A.130, Plaintiffs are entitled to their attorneys' fees and costs
23 for pursuing this civil action that arises from their sexual abuse and exploitation by
24 defendants.
25

26 **RATIFICATION / VICARIOUS LIABILITY**

1 by J.S., and the money the Backpage.com defendants received when defendants Hopson,
2 Shabazz, and Rice, posted advertisements of the Plaintiffs on Backpage.com.

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

7 **INVASION OF PRIVACY**

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

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

13 7.21 Upon information and belief, this is particularly true where the Backpage.com
14 defendants knew or should have known that pimps, including defendants Hopson, Shabazz,
15 and Rice, were taking sexually suggestive photographs of minor children, like Plaintiffs, and
16 posting those photographs on the Backpage.com website in order to advertise the children for
17 sex, and where the Backpage.com defendants knew or should have known that those
18 photographs and other private information of Plaintiffs would necessarily be made public
19 when the defendants were finally held accountable for their wrongful conduct.
20

21 **SEXUAL ASSAULT AND BATTERY**

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

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

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

PFAU COCHRAN VERTETIS AMALA PLLC



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

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