

Andre Garcia

**SUMMONS  
(CITACION JUDICIAL)**

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

GIRLSDOPORN.COM; MICHAEL J. PRATT; ANDRE GARCIA;  
MATTHEW WOLFE; and [additional parties form is attached]

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

JANE DOE NOS. 1 - 4, inclusive.

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

16 JUN 2 PM 3:30  
FILED

Clerk of the Superior Court

JUN 0 8 2016

By: \_\_\_\_\_ Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

**AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumple con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego  
330 West Broadway, San Diego, California 92101

CASE NUMBER:  
(Número del Caso):  
**37-2016-00019027-CU-FR-CTL**

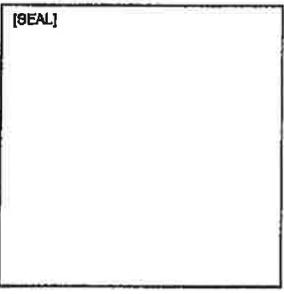
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Robert Hamparyan; 275 W. Market Street; San Diego, CA 92101; 619.550.1355

DATE: JUN 0 7 2016  
(Fecha)

Clerk, by R. DAY, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



**NOTICE TO THE PERSON SERVED: You are served**

- as an individual defendant.
- as the person sued under the fictitious name of (specify):
- on behalf of (specify):  
under:  CCP 416.10 (corporation)  CCP 416.60 (minor)  
 CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)  
 CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)  
 other (specify):
- by personal delivery on (date): 6/17/16

|  |              |
|--|--------------|
| SHORT TITLE:<br>Jane Doe Nos. 1 - 4 v. GirlsDoPorn.Com, et al. | CASE NUMBER: |
|--|--------------|

**INSTRUCTIONS FOR USE**

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

Plaintiff   
  Defendant   
  Cross-Complainant   
  Cross-Defendant

BLL MEDIA, INC.;

BLL MEDIA HOLDINGS, LLC;

DOMI PUBLICATIONS, LLC;

EG PUBLICATIONS, INC.;

M1M MEDIA, LLC;

BUBBLEGUM FILMS, INC.;

OH WELL MEDIA LIMITED;

MERRO MEDIA, INC.;

MERRO MEDIA HOLDINGS, LLC; and

ROES 1 - 500, inclusive.

1 Robert Hamparyan (State Bar No. 181934)  
2 ROBERT HAMPARYAN, APC  
3 275 W. Market Street  
4 San Diego, CA 92101  
5 t. 619.550.1355  
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7 John J. O'Brien (State Bar No. 253392)  
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14 HOLM LAW GROUP, PC  
15 12636 High Bluff Drive, Suite 400  
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18 e. brian@holmlawgroup.com

19 **Attorneys for Plaintiffs**

20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **COUNTY OF SAN DIEGO**

22 JANE DOE NOS. 1 - 4, inclusive, individuals;  
23  
24 Plaintiffs,

25 v.

26 GIRLSDOPORN.COM, a business organization,  
27 form unknown; MICHAEL J. PRATT, an  
28 individual; ANDRE GARCIA, an individual;  
MATTHEW WOLFE, an individual; BLL  
MEDIA, INC., a California corporation; BLL  
MEDIA HOLDINGS, LLC, a Nevada limited  
liability company; DOMI PUBLICATIONS,  
LLC, a Nevada limited liability company; EG  
PUBLICATIONS, INC., a California  
corporation; M1M MEDIA, LLC, a California  
limited liability company; BUBBLEGUM  
FILMS, INC., a business organization, form  
unknown; OH WELL MEDIA LIMITED, a  
business organization, form unknown; MERRO  
MEDIA, INC., a California corporation; MERRO  
MEDIA HOLDINGS, LLC, a Nevada limited  
liability company; and ROES 1 - 500, inclusive,

Defendants.

CASE NO.: 37-2016-00019027-CU-FR-CTL

**COMPLAINT**

1. Intentional Misrepresentation
2. Fraudulent Concealment
3. False Promise
4. Negligent Misrepresentation
5. False Imprisonment
6. Sexual Battery
7. Gender Violence [Civ. C. § 52.4]
8. Intentional Infliction of Emotional Distress
9. Misappropriation of Name & Likeness [Common Law]
10. Misappropriation of Name & Likeness [Civ. C. § 3344]
11. Negligence
12. Breach of Contract
13. Promissory Estoppel
14. Unlawful & Fraudulent Business Practices [Bus. & Prof. Code §17200]

'16 JUN 2 PM 3:30

F I L E D

Clerk of the Superior Court

JUN 02 2016

By: \_\_\_\_\_ Deputy

1 Plaintiffs JANE DOES NOS. 1 - 4, inclusive, individuals, (all plaintiffs collectively, "The  
2 Plaintiffs") bring this action against defendants GIRLSDOPORN.COM, a business organization, form  
3 unknown; MICHAEL J. PRATT, an individual; ANDRE GARCIA, an individual; MATTHEW  
4 WOLFE, an individual; BLL MEDIA, INC., a California corporation; BLL MEDIA HOLDINGS,  
5 LLC, a Nevada limited liability company; DOMI PUBLICATIONS, LLC, a Nevada limited liability  
6 company; EG PUBLICATIONS, INC., a California corporation; M1M MEDIA, LLC, a California  
7 limited liability company; BUBBLEGUM FILMS, INC., a business organization, form unknown; OH  
8 WELL MEDIA LIMITED, a business organization, form unknown; MERRO MEDIA, INC., a  
9 California corporation; MERRO MEDIA HOLDINGS, LLC, a Nevada limited liability company; and  
10 ROES 1 - 500, inclusive (all defendants collectively, "The Defendants").

11 **THE PARTIES**

- 12 1. Plaintiff JANE DOE NO. 1 is an individual residing in San Diego County, California.  
13 2. Plaintiff JANE DOE NO. 2 is an individual residing in San Diego County, California.  
14 3. Plaintiff JANE DOE NO. 3 is an individual residing in San Diego County, California.  
15 4. Plaintiff JANE DOE NO. 4 is an individual residing in Manmouth County, New Jersey.  
16 5. GIRLSDOPORN.COM is a business organization, form unknown, with its principal place of  
17 business in San Diego County, California.  
18 6. BLL MEDIA, INC. is a California corporation with its principal place of business in San Diego  
19 County, California.  
20 7. BLL MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal place  
21 of business in Clark County, Nevada.  
22 8. DOMI PUBLICATIONS, LLC is a Nevada limited liability company with its principal place of  
23 business in Clark County, Nevada.  
24 9. EG PUBLICATIONS, INC. is a California corporation with its principal place of business in  
25 San Diego County, California.  
26 10. M1M MEDIA, LLC is a California limited liability company with its principal place of business  
27 in San Diego County, California.  
28 11. BUBBLEGUM FILMS, INC. is a business organization, form unknown, with, on information

1 and belief, its "principal place of business" in Port Vila, Vanuatu.

2 12. OH WELL MEDIA LIMITED is a business organization, form unknown, with, on information  
3 and belief, its "principal place of business" in Port Vila, Vanuatu.

4 13. MERRO MEDIA, INC. is a California corporation with its principal place of business in San  
5 Diego County, California.

6 14. MERRO MEDIA HOLDINGS, LLC is a Nevada limited liability company with its principal  
7 place of business in Clark County, Nevada.

8 15. On information and belief, GIRLSDOPORN.COM, BLL MEDIA, INC., BLL MEDIA  
9 HOLDINGS, LLC, DOMI PUBLICATIONS, LLC, BG PUBLICATIONS, INC., M1M MEDIA, LLC,  
10 BUBBLEGUM FILMS, INC., OH WELL MEDIA LIMITED, MERRO MEDIA, INC., MERRO  
11 MEDIA HOLDINGS, LLC; and ROES 1 - 250 ("THE ENTITY DEFENDANTS") are entities in the  
12 business of online pornography production, distribution, and sales. On information and belief, THE  
13 ENTITY DEFENDANTS own and/or operate numerous online pornography websites, including,  
14 without limitation, [www.girlsdoporn.com](http://www.girlsdoporn.com).

15 16. MICHAEL J. PRATT ("PRATT") is an individual residing in San Diego County, California.  
16 On information and belief, he is a sales agent and representative, and the majority or sole shareholder,  
17 managing member, and/or chief executive officer of each of THE ENTITY DEFENDANTS.

18 17. ANDRE GARCIA ("GARCIA") is an individual residing in San Diego County, California. On  
19 information and belief, he is a sales agent and representative for each of THE ENTITY DEFENDANTS  
20 – as well as a participant and "actor" in their pornography.

21 18. MATTHEW WOLFE ("WOLFE") is an individual residing in San Diego County, California.  
22 On information and belief, he is a sales agent and representative for each of THE ENTITY  
23 DEFENDANTS – as well as a videographer of their pornography.

24 19. On information and belief, ROES 251 – 500 are other shareholders, members, officers, sales  
25 agents, representatives, videographers, and/or "actors" of THE ENTITY DEFENDANTS.

26 20. The Plaintiffs are ignorant of the true names, capacities, and/or liabilities of defendants sued  
27 herein as ROES 1 - 500, inclusive, and therefore sue these defendants by such fictitious names and  
28 allege that ROES 1 - 500 are responsible in some manner for the occurrences herein alleged. The

1 Plaintiffs will amend this complaint to allege their true names, capacities, and/or liabilities when  
2 ascertained.

3 21. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and  
4 contracting with The Plaintiffs, The Defendants were agents, servants, representatives, partners, joint  
5 venturers, affiliates, parents, subsidiaries, and/or employees of each other in the acts and/or omissions  
6 herein alleged. The Defendants were and are acting within the course and scope of their authority as  
7 such agents, servants, representatives, partners, joint venturers, affiliates, parents, subsidiaries, and/or  
8 employees and with the permission, authorization, consent, and ratification of each other.

9 22. In doing all things alleged herein, including, without limitation, corresponding, negotiating, and  
10 contracting with The Plaintiffs, THE ENTITY DEFENDANTS, PRATT, GARCIA, WOLFE, and  
11 ROES 251 – 500 acted as alter egos of each other. In particular, they: (a) commingled their funds and  
12 other assets, failed to segregate funds between them, and have without authorization diverted corporate  
13 funds and assets for noncorporate uses; (b) treated each other's assets as their own; (c) issued shares of  
14 one other to themselves and third parties haphazardly and without authority; (d) held themselves out as  
15 being personally liable for the debts of each other; (e) failed to maintain minutes and corporate records,  
16 and confused of the records of the separate entities; (f) used the same business locations and employed  
17 the same employees; (g) failed to adequately capitalize the entities; (h) used each other as a conduit for  
18 a single venture of themselves; (i) failed to maintain arm's length relationships among themselves; and  
19 (j) diverted assets without consideration from/to one another to the detriment of creditors, including  
20 The Plaintiffs. Recognition of the privilege of separate existences between these defendants would  
21 promote injustice, unfairness, and fraud. Any separateness is to be disregarded. As such, The  
22 Defendants are jointly and severally liable in this action as alter egos.

23 **JURISDICTION AND VENUE**

24 23. This Court has jurisdiction over The Defendants as they are physically present in San Diego  
25 County, California and/or because The Defendants committed the subject acts and omissions in San  
26 Diego County, California.

27 24. Venue is proper as San Diego County is where The Defendants reside and have their principal  
28 place of business, the subject contracts were entered into, and/or the obligations and liability arose.

1  
2 **FACTUAL ALLEGATIONS**

3 **The Defendants' Business Scam: Lie to Young Women and Con them into Online Pornography**

4 25. PRATT, GARCIA, WOLFE and the rest of The Defendants operate a San Diego-based  
5 pornography business, which irreparably damages the lives of young women from San Diego and  
6 across the country.

7 26. The Defendants collectively run pornography websites, the main website being  
8 www.girlsdoporn.com, a subscription-based amateur pornography website, which gets more traffic than  
9 the San Diego Padres website.

10 27. The young women appearing in The Defendants' amateur pornography come from good  
11 families, have never appeared in pornography before, are often paying their way through school, and  
12 are just beginning their careers and adulthood. So, there is only way The Defendants can convince  
13 these women to have sex on film: The Defendants lie to them.

14 28. The Defendants advertise themselves across the country as a legitimate Southern California  
15 modeling agency, directing applicants to a sham website, e.g., www.beginmodelling.com. The  
16 website contains an "Apply Now" form on every page that asks for the name, age, height, weight, state,  
17 city, email, and phone number of each applicant. It also contains an attachment where prospective  
18 models can upload photos. Once obtaining the information, The Defendants reach out to the women by  
19 phone or email in order to feel the women out. Eventually, The Defendants offer the young women  
20 thousands of dollars for adult film work.

21 29. When the young women ask The Defendants where they will distribute the video, The  
22 Defendants assure them that they will not post the video online, they will not distribute the video in the  
23 United States, and they will keep each woman anonymous. The Defendants represent the videos will  
24 be on DVDs overseas and for private use. If needed for convincing, The Defendants provide a  
25 reference woman, who previously shot a video (but, whose video is not yet released), to vouch for The  
26 Defendants and promise the same security, limited distribution, and anonymity.

27 30. After The Defendants lie to the young women, they book rooms (usually under PRATT'S  
28 name) at upscale San Diego County hotels, most often at major high-end chains in downtown San  
Diego (e.g., Hilton, Hyatt, Marriot). If the young women are not in Southern California, The

1 Defendants pay for their airfare to San Diego (again, usually using PRATT'S name / credit card).

2 31. Then, without hotel knowledge and consent, and, on information and belief, without any license  
3 or permit, The Defendants sneak videography equipment into the hotel – hiding the equipment in large  
4 suitcases – in order to produce the amateur pornography.

5 32. Once the young women are confined to the hotel room, The Defendants present them with  
6 documents to sign: (a) under duress and coercion (often yelling at them and saying there is no time to  
7 read); and (b) while continuing to orally misrepresent their intent for the video's eventual distribution.

8 33. After the filming begins, and/or when the young women are told what to do, if they refuse or  
9 say they are uncomfortable or in pain, The Defendants often yell at them, saying it is too late to change  
10 their minds and they cannot leave the hotel room. Further, the filming often takes much longer than the  
11 promised – often, the young women are confined in the hotel room and forced to film and have sex for  
12 many hours. Even worse, the young women are sometimes forced to have sex when not filming – to  
13 appease the “actor,” most often GARCIA.

14 34. Around one month after filming, things get unimaginably worse for the young women. Despite  
15 their earlier representations, The Defendants release the videos on, at least, [www.girlsdoporn.com](http://www.girlsdoporn.com) (their  
16 monthly subscription website) and [www.girls-do-porn.com](http://www.girls-do-porn.com) (a free website with clips of the videos that  
17 then directs the user to [www.girlsdoporn.com](http://www.girlsdoporn.com)). The Defendants also release/license all or part of the  
18 videos all over the internet on a multiple of free pornography websites – in part, to advertise  
19 [www.girlsdoporn.com](http://www.girlsdoporn.com) with the images and likenesses of the young women. (Interestingly, and by no  
20 accident, GARCIA'S (and any other male participant's) face is never shown in any video.) Soon  
21 thereafter, someone who knows one of the young women will notify them the video is online. This  
22 becomes the first time the young women have ever heard of The Defendants' website:  
23 [www.girlsdoporn.com](http://www.girlsdoporn.com).

24 35. When the young women reach out to The Defendants, they discover The Defendants have  
25 changed their phone numbers (they use disposable phones and/or changeable Internet phone numbers).  
26 Later, the young women discover The Defendants have also used fake names (e.g., PRATT often uses  
27 “Mark,” GARCIA often uses “Jonathan,” and WOLFE often uses “Ben” or “Isaac”).

28 ///

1 36. Finally, to further injure the young women, The Defendants release their real names online,  
2 usually on blogs followed by "fans" of www.girlsdoporn.com, who then stalk, harass, bully, and  
3 blackmail the young women and their families – online, by telephone, and in-person.

4 37. As a result, these young women lose relationships with friends, significant others, and family.  
5 Some lose or change jobs, and some are forced to leave their school. Months to years after the videos,  
6 many young women are still harassed by strangers on the Internet. And, many have suffered severe  
7 psychological damage, necessitating medical, and professional treatment. Some have consulted rape  
8 counselors. Some have attempted suicide.

9 38. Below, are specific facts and claims of four (4) plaintiff young women.

10 **JANE DOE NO. 1**

11 39. In July 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling  
12 section for the Las Vegas area, seeking young women for adult modeling.

13 40. That same month, JANE DOE NO. 1 responded to the advertisement and corresponded with  
14 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA eventually  
15 offered her \$9,200.00 for 3 videos.

16 41. That same month, in July 2015, GARCIA told JANE DOE NO. 1 on the phone that they would  
17 not post the videos online, they would not distribute the videos in the United States, and they would not  
18 release her name. GARCIA told her the video would go to *one* "private buyer" overseas in Australia -  
19 and would only be in DVD format.

20 42. On August 3, 2015, September 14, 2015, and September 22, 2015, JANE DOE NO. 1 made  
21 adult videos for The Defendants at The Palomar in downtown San Diego, 707 10<sup>th</sup> Avenue in  
22 downtown San Diego, and at the Coronado Island Marriott, respectively. Before each shoot, GARCIA  
23 and WOLFE (going by his alias "Ben"), again, assured JANE DOE NO. 1 they would not post the  
24 videos online, they would not distribute the videos in the United States, and they would not release her  
25 name.

26 43. During the filming on September 22, 2015 at the Coronado Island Marriott, JANE DOE NO. 1  
27 expressed physical and mental discomfort. GARCIA and WOLFE would not allow her to leave.

28 ///

1 44. In October 2015, The Defendants released JANE DOE NO. 1's videos on their website,  
2 www.girlsdoporn.com, and other websites, which were then discovered by her high school, college, and  
3 graduate school friends and acquaintances – as well her family. Also around October 2015, The  
4 Defendants leaked JANE NO. DOE 1's real name and her contact information (social media, phone,  
5 email, etc.) on other websites, including, at least, the blog www.pornwikileaks.com. Internet strangers  
6 then harassed JANE DOE NO. 1 through social media, text message, and phone. They also emailed  
7 and called JANE DOE NO. 1's college and graduate school students, faculty, and deans, calling her a  
8 "whore, slut, disgrace, etc.," sent links to or screenshots of her videos, and later tagged her new  
9 boyfriend on social media with the video. She considered dropping out of school. When JANE DOE  
10 NO. 1 goes to her hometown, she often cannot leave the house due to the humiliation and  
11 embarrassment.

12 **JANE DOE NO. 2**

13 45. In April 2015, The Defendants posted an advertisement on Craigslist.com in the gigs/modeling  
14 section for San Diego, CA, seeking young women for fashion modeling.

15 46. That same month, JANE DOE NO. 2 responded to the advertisement and corresponded with  
16 GARCIA (going by his alias "Jonathan") by email, text message, and telephone. GARCIA asked her to  
17 come his condo in downtown San Diego to discuss the modeling shoot. At the condo, JANE DOE NO.  
18 2 met GARCIA and WOLFE (going by his alias "Isaac").

19 47. At GARCIA's condo in April 2015, GARCIA and WOLFE surprised JANE DOE NO. 2 with  
20 the news that the modeling shoot was actually an adult film, and offered her \$5,000 cash. They told  
21 JANE DOE NO. 2 they would not post the video online, they would not distribute the video in the  
22 United States, and they would not release her name. They told her the video would go to "private  
23 buyers" overseas and would only be in DVD format. They further told her the "private buyers" had  
24 contracts, which prevented them from sharing or distributing the videos. GARCIA and WOLFE had  
25 JANE DOE NO. 2 call another young woman named "Taylor," who assured JANE DOE NO. 2 the  
26 video would remain private.

27 48. In April 2015, JANE DOE NO. 2 made an adult video for The Defendants at the Hard Rock  
28 Hotel in downtown San Diego. There, GARCIA and WOLFE, again, assured JANE DOE NO. 2 they

1 would not post the video online, they would not distribute the video in the United States, and they  
2 would not release her name. When providing her with a written agreement, GARCIA and WOLFE  
3 would not allow JANE DOE NO. 2 to read it, and told her it was merely a "tax form" and "privacy  
4 agreement."

5 49. During the shoot, JANE DOE NO. 2 expressed physical and mental discomfort. GARCIA and  
6 WOLFE told her she could not leave. She was afraid to leave.

7 50. On or about April 10, 2015, The Defendants released JANE DOE NO. 2's video on  
8 [www.girlsdoporn.com](http://www.girlsdoporn.com) and other websites, which was discovered by her friends and acquaintances – as  
9 well her family. Also around April 10, 2015, The Defendants leaked JANE DOE NO. 2's real name  
10 and her contact information (social media, phone, email, etc.) on other websites, including, at least, the  
11 blog [www.pornwikileaks.com](http://www.pornwikileaks.com). The users of that blog then harassed JANE DOE NO. 2 through social  
12 media, text message, and phone, calling her a "whore, slut, disgrace, etc.," sent her friends and  
13 acquaintances links to or screenshots of her video, and later tagged her new boyfriend on social media  
14 with the video.

15 **JANE DOE NO. 3**

16 51. In March 2014, The Defendants posted an advertisement on [exploretalent.com](http://exploretalent.com), seeking young  
17 women for adult modeling in San Diego, CA.

18 52. That same month, JANE DOE NO. 3 responded to the advertisement and corresponded with  
19 GARCIA (going by his alias "Jonathan") by email and text message. GARCIA offered her \$3,000.00  
20 to do an adult video. JANE DOE NO. 3 asked GARCIA where the video would be distributed.  
21 GARCIA told her they would not post the video online, they would not distribute the video in the  
22 United States, and they would not release her name. GARCIA told her the video would be on DVD  
23 and only distributed overseas in South America.

24 53. On March 23, 2014, JANE DOE NO. 3 made an adult video for The Defendants at the Hilton  
25 San Diego Bayfront. Before the shoot, GARCIA and WOLFE (going by his alias "Ben"), again,  
26 assured JANE DOE NO. 3 they would not post the video online, they would not distribute the video in  
27 the United States, and they would not release her name.

28 ///

1 54. Around July 4, 2014, The Defendants released JANE DOE NO. 3's video on  
2 www.girlsdoporn.com and other websites, which were then discovered by her family, friends, co-  
3 workers, and employer. Also around July 4, 2014, The Defendants leaked JANE DOE NO. 3's real  
4 name and her contact information (social media, phone, email, etc.) on other websites, including, at  
5 least, the blog www.pornwikileaks.com. The users of that blog then harassed JANE DOE NO. 3  
6 through social media, text message, and phone. She has been shunned and blackmailed by friends and  
7 coworkers.

8 JANE DOE NO. 4

9 55. In April 2013, The Defendants, going by their alias "Bubblegum Casting," posted an  
10 advertisement on Craigslist.com in the gigs/modeling section for Eastern, North Carolina, seeking  
11 young women for modeling.

12 56. That same month, JANE DOE NO. 4 responded to the advertisement and corresponded with  
13 WOLFE by email and text message. JANE DOE NO. 4 also FaceTimed with WOLFE and GARCIA.  
14 WOLFE and GARCIA offered her \$2,000.00 to do an adult video. JANE DOE NO. 4 asked WOLFE  
15 and GARCIA where the video would be distributed. WOLFE and GARCIA told her they would not  
16 post the video online, they would not distribute the video in the United States, and they would not  
17 release her name. WOLFE and GARCIA told her the video would be on DVD and would go only to a  
18 video store in Australia.

19 57. On April 9, 2013, JANE DOE NO. 4 made an adult video for The Defendants at the downtown  
20 San Diego Marriott. The Defendants booked the room under WOLFE'S name. Before the shoot,  
21 GARCIA and WOLFE, again, assured JANE DOE NO. 4 they would not post the video online, they  
22 would not distribute the video in the United States, and they would not release her name.

23 58. During the shoot, JANE DOE NO. 4 became scared and in extreme pain, so she asked GARCIA  
24 and WOLFE to leave. They told her she could not leave until they were finished.

25 59. GARCIA and WOLFE then reneged on their promise to pay JANE DOE NO. 4 the \$2,000 and  
26 only paid her \$400 (they gave her stack of cash with twenty dollar bills on top, but clandestinely filled  
27 the middle with one dollar bills). They also locked JANE DOE NO. 4 out of the hotel room, forcing  
28 her to find other hotel accommodations alone.

1 60. Around June 2013, The Defendants released JANE DOE NO. 4's videos on  
2 www.girlsdoporn.com and other websites, including www.pornhub.com, which were then discovered  
3 by her family and friends. Also around June 2013, The Defendants leaked JANE DOE NO. 4's real  
4 name and her contact information (social media, phone, email, etc.) on other websites, including, at  
5 least, the blog www.pornwikileaks.com. Later, the users of that blog then harassed JANE DOE NO. 4  
6 through social media, text message, and phone. JANE DOE NO. 4 became depressed, could not leave  
7 the house, was bullied, was blackmailed, and her car was vandalized.

8 **CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **INTENTIONAL MISREPRESENTATION**

11 **(All The Plaintiffs against All The Defendants)**

12 61. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
13 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

14 62. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
15 adult video for The Defendants, The Defendants represented: they would not post the videos online,  
16 they would not distribute the videos in the United States, and they would not release The Plaintiffs'  
17 names.

18 63. Those representations were false.

19 64. The Defendants intended that The Plaintiffs rely on the above representations when each young  
20 woman decided to make an adult video.

21 65. The Plaintiffs reasonably relied on the representations.

22 66. The Plaintiffs have been harmed by their reasonable reliance in that The Defendants published  
23 their videos online, published their videos in the United States, and released The Plaintiffs' real names.

24 67. The Plaintiffs' reliance on these false representations was a substantial factor in causing their  
25 harm. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
26 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,  
27 including, but not limited to, bullying, blackmail, loss of eating, loss of sleep, enduring fright, shock,  
28 nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

1 68. The Defendants were acting individually and on behalf of each other when they made each of  
2 these representations and, when one of them made a representation, the others ratified the  
3 representation and/or knew of the misrepresentation and failed to correct it.

4 69. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
5 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
6 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
7 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
8 injured The Plaintiffs, as set forth above.

9 70. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
10 award of punitive damages pursuant to Section 3294 of the California Civil Code.

11 **SECOND CAUSE OF ACTION**

12 **FRAUDULENT CONCEALMENT**

13 **(All The Plaintiffs against All The Defendants)**

14 71. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
15 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

16 72. During The Plaintiffs' discussions and negotiations with The Defendants before each made an  
17 adult video for The Defendants, The Defendants actively concealed their true identities (their individual  
18 names and, more importantly, the identity of [www.girlsdoporn.com](http://www.girlsdoporn.com), on which they intended to publish  
19 The Plaintiffs nude photos and sex acts). They actively concealed the fact their true intention was to  
20 post the videos online, distribute them in the United States, and release The Plaintiffs' names.

21 73. The Defendants owed The Plaintiffs duties to disclose this information as, among other reasons,  
22 they provided some information to The Plaintiffs during correspondence, and during contract and  
23 business negotiations.

24 74. The Defendants knew of, but knowingly concealed, the true facts regarding their identities, their  
25 website, their business, their video distribution, and their release of The Plaintiff's names.

26 75. The Defendants concealed these facts with the intent to induce The Plaintiffs to make the adult  
27 videos.

28 ///

1 76. The concealed information was objectively material to any reasonable person and caused The  
2 Plaintiffs to make the adult videos.

3 77. The Plaintiffs justifiably relied on The Defendants' false representations.

4 78. The Defendants' failure to disclose these material facts to The Plaintiffs was substantial factor  
5 in causing their harm. Had The Plaintiffs known of the undisclosed facts, they would not have made  
6 the adult videos.

7 79. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
8 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,  
9 including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
10 depression, embarrassment, mortification, shame, and fear.

11 80. The Defendants were acting individually and on behalf of each other when they made each of  
12 these omissions and, when one of them made an omission, the others ratified the omission and/or knew  
13 of the omission and failed to correct it.

14 81. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
15 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
16 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
17 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
18 injured The Plaintiffs, as set forth above.

19 82. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
20 award of punitive damages pursuant to Section 3294 of the California Civil Code.

21 **THIRD CAUSE OF ACTION**

22 **FALSE PROMISE**

23 **(All The Plaintiffs against All The Defendants)**

24 83. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
25 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

26 84. The Defendants made promises to The Plaintiffs that: they would not post the videos online,  
27 they would not distribute the videos in the United States, and they would not release The Plaintiffs'  
28 names.

- 1 85. The Defendants' affirmative promises were of material fact and important as The Plaintiffs  
2 would not have otherwise made the adult videos.
- 3 86. The Defendants did not intend to perform these promises at the times they made them, and have  
4 not performed as promised. The Defendants knew their promises were false and merely wanted The  
5 Plaintiffs to make the videos for The Defendants' benefit.
- 6 87. The Defendants intended to induce The Plaintiffs to alter their positions in reliance on the  
7 promises by making the adult videos.
- 8 88. The Plaintiffs justifiably and reasonably relied on The Defendants' promises and The  
9 Defendants' affirmative promises were an immediate cause of The Plaintiffs' conduct.
- 10 89. The Defendants did not perform the promises.
- 11 90. As an actual and proximate cause of The Defendants' false promises and The Plaintiffs'  
12 justifiable reliance, The Plaintiffs were damaged in that The Defendants posted the videos online,  
13 distributed the videos in the United States, and released The Plaintiffs' names.
- 14 91. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
15 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,  
16 including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
17 depression, embarrassment, mortification, shame, and fear.
- 18 92. The Defendants were acting individually and on behalf of each other when they made each of  
19 these omissions and, when one of them made a false promise, the others ratified it, and/or knew of the  
20 false promise and failed to correct it.
- 21 93. The Defendants also acted in a conspiracy when they committed this fraud as: (1) each of The  
22 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
23 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally mislead The Plaintiffs at the  
24 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
25 injured The Plaintiffs, as set forth above.
- 26 94. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
27 award of punitive damages pursuant to Section 3294 of the California Civil Code.
- 28 ///

1 **FOURTH CAUSE OF ACTION**

2 **NEGLIGENT MISREPRESENTATION**

3 **(All The Plaintiffs against All The Defendants)**

4 95. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
5 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

6 96. During their negotiations, contracting, and dealings with The Plaintiffs, The Defendants made  
7 the above representations: they would not post the videos online, they would not distribute the videos in  
8 the United States, and they would not release The Plaintiffs' names.

9 97. The representations were false and although The Defendants may have honestly believed that  
10 the representations were true, they had no reasonable grounds for believing the representations were  
11 true when they made them.

12 98. The Defendants intended that The Plaintiffs would rely on the above representations in their  
13 decisions to make the adult videos.

14 99. The Plaintiffs reasonably relied on The Defendants' misrepresentations in their decisions to  
15 make the adult videos.

16 100. The Plaintiffs' reliance on The Defendants' false representations was a substantial factor in  
17 causing their harm in that The Defendants posted their videos online, published their videos in the  
18 United States, and released The Plaintiffs' names.

19 101. The Plaintiffs have been harmed in an amount to be proven at trial, but that is, at least, \$500,000  
20 per plaintiff, and consists of, at least, financial injury, loss of income, and serious emotional distress,  
21 including, but not limited to, loss of eating, loss of sleep, enduring fright, shock, nervousness, anxiety,  
22 depression, embarrassment, mortification, shame, and fear.

23 **FIFTH CAUSE OF ACTION**

24 **FALSE IMPRISONMENT**

25 **(All The Plaintiffs against All The Defendants)**

26 102. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
27 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

28 103. The Defendants intentionally deprived The Plaintiffs of their freedom of movement by use of

1 fraud, deceit, and/or unreasonable duress.

2 104. The Defendants' conduct compelled The Plaintiffs to stay in their respective hotel rooms during  
3 the video shoots for an appreciable period of time.

4 105. The Plaintiffs did not voluntarily consent.

5 106. The Plaintiffs were harmed by The Defendants' conduct in an amount to be proven at trial, but  
6 is believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of  
7 income, and serious emotional distress, including, but not limited to, loss of eating, loss of sleep,  
8 enduring fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and  
9 fear.

10 107. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
11 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
12 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally held The Plaintiffs at the time  
13 and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
14 injured The Plaintiffs, as set forth above.

15 108. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
16 award of punitive damages pursuant to Section 3294 of the California Civil Code.

17 **SIXTH CAUSE OF ACTION**

18 **SEXUAL BATTERY**

19 **(All The Plaintiffs against All The Defendants)**

20 109. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
21 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

22 110. The Defendants intended to cause a harmful and/or offensive contact with The Plaintiffs' sexual  
23 organs, groin, buttocks, and breasts, and a sexually harmful and/or offensive contact with the same  
24 resulted directly.

25 111. The Plaintiffs' consent was obtained by fraud (i.e., they would not have consented to the sexual  
26 contact but for The Defendants' above-referenced deceit).

27 112. The Defendants' conduct harmed The Plaintiffs in an amount to be proven at trial, but is  
28 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,

1 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring  
2 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

3 113. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
4 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
5 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally battered The Plaintiffs at the  
6 time and place and via the manner set forth above; and (3) pursuant to their agreement, The Defendants  
7 injured The Plaintiffs, as set forth above.

8 114. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
9 award of punitive damages pursuant to Section 3294 of the California Civil Code.

10 **SEVENTH CAUSE OF ACTION**

11 **GENDER VIOLENCE [Civil Code § 52.4]**

12 **(All The Plaintiffs against All The Defendants)**

13 115. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
14 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

15 116. The Defendants subjected The Plaintiffs to physical intrusions and physical invasions of a  
16 sexual nature under coercive and fraudulent conditions.

17 117. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is  
18 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,  
19 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring  
20 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

21 118. Pursuant to Civil Code § 52.4, The Plaintiffs are entitled to actual and compensatory damages,  
22 injunctive relief, attorney fees, and punitive damages.

23 119. The Defendants also acted in a conspiracy when they committed this wrongful conduct as: (1)  
24 each of The Defendants had knowledge of and agreed to both the objective and course of action to  
25 injure The Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally harmed The  
26 Plaintiffs at the time and place and via the manner set forth above; and (3) pursuant to their agreement,  
27 The Defendants injured The Plaintiffs, as set forth above.

28 ///

1 120. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant  
2 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

3 **EIGHTH CAUSE OF ACTION**

4 **MISAPPROPRIATION OF NAME AND LIKENESS [COMMON LAW]**

5 **(All The Plaintiffs against All The Defendants)**

6 121. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
7 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

8 122. The Defendants used The Plaintiffs' names, likenesses, and/or identities without The Plaintiffs'  
9 permission, including, without limitation, on The Defendants' websites (e.g., www.girlsdoporn.com),  
10 social media, and advertising.

11 123. The Defendants' gained a commercial benefit by using The Plaintiffs' names, likenesses, and/or  
12 identities.

13 124. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is  
14 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,  
15 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring  
16 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

17 125. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
18 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
19 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'  
20 names, likenesses, and/or identities at the time and place and via the manner set forth above; and (3)  
21 pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

22 126. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant  
23 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

24 **NINTH CAUSE OF ACTION**

25 **MISAPPROPRIATION OF LIKENESS [CIVIL CODE § 3344]**

26 **(All The Plaintiffs against All The Defendants)**

27 127. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
28 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

1 128. On their websites (e.g., www.girlsdoporn.com), social media, and other advertising, The  
2 Defendants knowingly used The Plaintiffs' names, voices, photographs, video, and likenesses to  
3 advertise or sell subscriptions to The Defendants' businesses.

4 129. The Defendants' use did not occur in connection with a news, public affairs, or sports broadcast  
5 or account, or with a political campaign.

6 130. The Defendants did not have The Plaintiffs' consent.

7 131. The Defendants use of The Plaintiffs' names, voices, photographs, video, and likenesses was  
8 directly connected to The Defendants' commercial purpose.

9 132. The Defendants conduct caused The Plaintiffs harm in an amount to be proven at trial, but is  
10 believed to be, at least, \$500,000 per plaintiff, and consists of, at least, financial injury, loss of income,  
11 and serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring  
12 fright, shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear.

13 133. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
14 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
15 Plaintiffs; (2) pursuant to their agreement, The Defendants intentionally misappropriated The Plaintiffs'  
16 names, voices, photographs, video, and likenesses at the time and place and via the manner set forth  
17 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

18 134. The Defendants' actions were fraudulent, oppressive, and malicious and therefore also warrant  
19 an award of punitive damages pursuant to Section 3294 of the California Civil Code.

20 **TENTH CAUSE OF ACTION**

21 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

22 **(All The Plaintiffs against All The Defendants)**

23 135. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
24 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

25 136. The Defendants concealed the fact they run an online pornography website. In order to get The  
26 Plaintiffs to make adult videos, The Defendants lied to The Plaintiffs about the distribution. Then, after  
27 publishing the videos online, to further and permanently injure The Plaintiffs, The Defendants released  
28 The Plaintiffs' names, all contrary to their representations and promises. The Defendants then used the

1 videos and names to commercially promote their websites. This conduct was outrageous as it exceeded  
2 all bounds of common decency usually tolerated by a civilized society.

3 137. The Defendants intended to inflict the injuries stated herein upon The Plaintiffs, or the injuries  
4 were substantially certain to result from The Defendants' conduct.

5 138. The Defendants' outrageous conduct actually and proximately caused The Plaintiffs to suffer  
6 serious emotional distress, including, but not limited to, loss of eating, loss of sleep, enduring fright,  
7 shock, nervousness, anxiety, depression, embarrassment, mortification, shame, and fear. The Plaintiffs  
8 have been harmed in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff.

9 139. The Defendants also acted in a conspiracy when they committed this tort as: (1) each of The  
10 Defendants had knowledge of and agreed to both the objective and course of action to injure The  
11 Plaintiffs; (2) pursuant to their agreement, with their outrageous conduct, The Defendants intentionally  
12 inflicted severe emotional distress upon The Plaintiffs at the time and place and via the manner set forth  
13 above; and (3) pursuant to their agreement, The Defendants injured The Plaintiffs, as set forth above.

14 140. The Defendants' actions were fraudulent, oppressive, and malicious and therefore warrant an  
15 award of punitive damages pursuant to Section 3294 of the California Civil Code.

16 **ELEVENTH CAUSE OF ACTION**

17 **NEGLIGENCE**

18 **(All The Plaintiffs against All The Defendants)**

19 141. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
20 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

21 142. In their transactions and dealings with The Plaintiff, The Defendants had a duty to use ordinary  
22 care and to prevent injury to The Plaintiffs based on the foreseeability of harm to The Plaintiffs, the  
23 degree of certainty The Plaintiff would suffer injuries, the closeness of connection between The  
24 Defendants' actions and The Plaintiffs' injuries, the moral blame attached to The Defendants' conduct,  
25 the policy of preventing future harm, and the extent of The Defendants' burden and the consequences to  
26 the community of imposing duty and liability.

27 143. The Defendants' above-described actions and omissions (e.g., lying about and concealing the  
28 fact they run an online pornography website, publishing the videos online, releasing The Plaintiffs' real

1 names, using the videos and names to commercially promote their websites, falsely imprisoning The  
2 Plaintiffs, and sexually battering The Plaintiffs) breached the duty of care.

3 144. The Defendants' breach of the duty of care actually and proximately caused The Plaintiffs'  
4 harm in an amount to be proven at trial, but that is, at least, \$500,000 per plaintiff, and consists of, at  
5 least, financial injury, loss of income, and serious emotional distress, including, but not limited to, loss  
6 of eating, loss of sleep, enduring fright, shock, nervousness, anxiety, depression, embarrassment,  
7 mortification, shame, and fear.

8 **TWELTH CAUSE OF ACTION**

9 **BREACH OF CONTRACT**

10 **(All The Plaintiffs against All The Defendants)**

11 145. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
12 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

13 146. The Plaintiffs entered into oral agreements with The Defendants whereby The Plaintiffs agreed  
14 to make their respective videos with the conditions: they would not post the videos online, they would  
15 not distribute the videos in the United States, and they would not release The Plaintiffs' names.

16 147. The Plaintiffs performed all of their obligations under the agreements; in particular, they  
17 participated in the video shoots.

18 148. All conditions required for The Defendants' performances occurred, but they breached the  
19 contract by distributing the videos online and in the United States, and by releasing The Plaintiffs'  
20 names.

21 149. As an actual and proximate cause of The Defendants' breach, The Plaintiffs were damaged in an  
22 amount to be proven at trial, but believed to be, at least, \$500,000 per plaintiff.

23 **THIRTEENTH CAUSE OF ACTION**

24 **PROMISSORY ESTOPPEL**

25 **(All The Plaintiffs against All The Defendants)**

26 150. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
27 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

28 ///

1 151. The Defendants made clear and unambiguous promises to The Plaintiffs that: they would not  
2 post the videos online, they would not distribute the videos in the United States, and they would not  
3 release The Plaintiffs' names.

4 152. The Plaintiffs relied on these promises in that they made the videos.

5 153. The Plaintiffs' reliance was both reasonable and foreseeable.

6 154. The Plaintiffs were injured as a result in that The Defendants distributed the videos online and  
7 in the United States, and released The Plaintiffs' names.

8 155. Injustice can be avoided only by an award of compensatory and consequential damages in the  
9 amount of, at least, \$500,000 per plaintiff.

10 **FOURTEENTH CAUSE OF ACTION**

11 **VIOLATION OF BUSINESS & PROFESSIONS CODE §§ 17200, et seq.**

12 **(All The Plaintiffs against All The Defendants)**

13 156. The Plaintiffs incorporate by reference all of the preceding paragraphs contained in this  
14 complaint as though set forth herein, including, without limitation, the agency and alter ego allegations.

15 157. The Defendants' conduct constitutes a "business practice" under Business & Professions Code,  
16 Section 17200, et seq. ("Section 17200").

17 158. The Defendants' "business practice" constitutes "unlawful" conduct under Section 17200, as it  
18 violates common and California statutory law. The Defendants' "business practice" constitutes  
19 "fraudulent" conduct under Section 17200, as it deceives – and is likely to deceive – members of the  
20 public.

21 159. The Defendants intended their conduct to cause – and it did so cause – The Plaintiffs to suffer  
22 economic injury in fact and caused The Defendants to receive ill-gotten gains. The Plaintiffs were  
23 damaged – and The Defendants unjustly enriched - in an amount to be proven at trial, but believed to  
24 be, at least, \$500,000 per plaintiff. As such, The Plaintiffs have individual standing under Section  
25 17200.

26 160. Pursuant to the remedies provisions of Section 17200: The Defendants owe The Plaintiffs  
27 restitution of The Plaintiffs' property (e.g., videos and images); the Court should enjoin The  
28 Defendants' violative conduct; and the Court should issue the maximum civil penalties permitted.

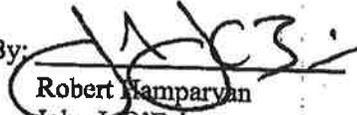
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**PRAYER FOR RELIEF**

WHEREFORE, The Plaintiffs pray for judgment against The Defendants as follows:

- A. For compensatory damages in an amount of, at least, \$2,000,000;
- B. For restitution;
- C. For civil penalties;
- D. For an injunction;
- E. For punitive damages;
- F. For attorney fees;
- G. For prejudgment interest;
- H. For costs of suit; and
- I. For such other and further relief as the Court deems just and proper.

Date: June 2, 2016

By:   
Robert Hamparayan  
John J. O'Brien  
Brian M. Holm  
**Attorneys for Plaintiffs**

|   |  |
|---|--|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b>            |  |
| STREET ADDRESS: 330 W Broadway                                      |  |
| MAILING ADDRESS: 330 W Broadway                                     |  |
| CITY AND ZIP CODE: San Diego, CA 92101-3827                         |  |
| BRANCH NAME: Central  |  |
| TELEPHONE NUMBER: (619) 450-7071                                    |  |
| PLAINTIFF(S) / PETITIONER(S): Jane Doe 1 et.al.                     |  |
| DEFENDANT(S) / RESPONDENT(S): GIRLSDOPORN.COM et.al.                |  |
| DOE VS GIRLSDOPORNCOM [IMAGED]                                      |  |
| <b>NOTICE OF CASE ASSIGNMENT<br/>and CASE MANAGEMENT CONFERENCE</b> | CASE NUMBER:<br>37-2016-00019027-CU-FR-CTL |

**CASE ASSIGNMENT**

Judge: Gregory W Pollack

Department: C-71

**COMPLAINT/PETITION FILED: 06/06/2016**

| TYPE OF HEARING SCHEDULED        | DATE       | TIME     | DEPT | JUDGE             |
|----------------------------------|------------|----------|------|-------------------|
| Civil Case Management Conference | 11/18/2016 | 01:00 pm | C-71 | Gregory W Pollack |

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR\* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

**TIME STANDARDS:** The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

**COMPLAINTS:** Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants.

**DEFENDANT'S APPEARANCE:** Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

**JURY FEES:** In order to preserve the right to a jury trial, one party for each side demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) on or before the date scheduled for the initial case management conference in the action.

\*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).



## SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

### ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2016-00019027-CU-FR-CTL

CASE TITLE: DOE vs GIRLSDOPORNCOM [IMAGED]

**NOTICE:** All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), *and*
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

#### **Potential Advantages and Disadvantages of ADR**

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

##### **Potential Advantages**

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

##### **Potential Disadvantages**

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

#### **Most Common Types of ADR**

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

**Mediation:** A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so. Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

**Settlement Conference:** A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

**Arbitration:** A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

**Other ADR Processes:** There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

### Local ADR Programs for Civil Cases

**Mediation:** The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

**On-line mediator search and selection:** Go to the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

**Settlement Conference:** The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

**Arbitration:** The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

**More information about court-connected ADR:** Visit the court's ADR webpage at [www.sdcourt.ca.gov/adr](http://www.sdcourt.ca.gov/adr) or contact the court's Mediation/Arbitration Office at (619) 450-7300.

**Dispute Resolution Programs Act (DRPA) funded ADR Programs:** The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at [www.ncrconline.com](http://www.ncrconline.com) or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at [www.nclifeline.org](http://www.nclifeline.org) or (760) 726-4900.

**Private ADR:** To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

### Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at [www.courtinfo.ca.gov/selfhelp/lowcost](http://www.courtinfo.ca.gov/selfhelp/lowcost).

|  |  |
|--|--|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b><br>STREET ADDRESS: 330 West Broadway<br>MAILING ADDRESS: 330 West Broadway<br>CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827<br>BRANCH NAME: Central<br>PLAINTIFF(S): Jane Doe 1 et.al.<br>DEFENDANT(S): GIRLSDOPORN.COM et.al.<br>SHORT TITLE: DOE VS GIRLSDOPORNCOM [IMAGED] | FOR COURT USE ONLY<br><br><br><br><br><br><br><br><br><br> |
| <b>STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)</b>   | CASE NUMBER:<br>37-2016-00019027-CU-FR-CTL                 |

Judge: Gregory W Pollack

Department: C-71

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- |   |  |
|---|--|
| <input type="checkbox"/> Mediation (court-connected)  | <input type="checkbox"/> Non-binding private arbitration   |
| <input type="checkbox"/> Mediation (private)  | <input type="checkbox"/> Binding private arbitration   |
| <input type="checkbox"/> Voluntary settlement conference (private)                            | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private)   | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ |  |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) \_\_\_\_\_

Alternate neutral (for court Civil Mediation Program and arbitration only): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Plaintiff

\_\_\_\_\_  
Name of Defendant

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Plaintiff's Attorney

\_\_\_\_\_  
Name of Defendant's Attorney

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

**IT IS SO ORDERED.**

Dated: 06/07/2016

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT



Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

**Please refer to the General Order - Imaging located on the San Diego Superior Court website at:**

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>

**F I L E D**  
Clerk of the Superior Court

JAN 08 2015

By: ELAINE SABLAN, Deputy

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9                   **THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10                   **COUNTY OF SAN DIEGO**

11  
12 **IN RE PROCEDURES REGARDING**  
13 **ELECTRONICALLY IMAGED COURT**  
14 **RECORDS, ELECTRONIC FILING, AND**  
15 **ACCESS TO ELECTRONIC COURT**  
**RECORDS IN CIVIL AND PROBATE**  
**CASES**

**GENERAL ORDER OF THE**  
**PRESIDING DEPARTMENT**

**ORDER NO.: 010915**

16                   THIS COURT FINDS AND ORDERS AS FOLLOWS:

17                   1. ELECTRONIC FILING AND IMAGING PROGRAM

18                   On August 1, 2011, the San Diego Superior Court ("court") began an Electronic  
19 Filing and Imaging Pilot Program (the "Program" or "Imaged Program") designed to  
20 reduce paper filings and storage, facilitate electronic access to civil court files, and allow  
21 remote electronic filing ("E-File" or "E-Filing") of papers in civil cases. The ultimate goal  
22 of the Program is to create a paperless or electronic file in all civil cases, as well as in  
23 other case categories. The Program has since been expanded to other divisions as well  
24 as to probate cases.

25                   The Program was implemented in two main phases:

26                   Phase One: The court began scanning all papers in newly filed cases in  
27 designated divisions and departments. The imaged documents are stored in an  
28 electronic court file that can be viewed in the Business Offices and are accessible

1 remotely through the Register of Actions on the court's website as set forth below.

2 Imaged Program cases that are reassigned or transferred to a department outside  
3 of the Program may be removed from the Program and converted to a paper filing system.

4 Phase Two: E-Filing access was implemented to allow E-Filing by counsel and  
5 parties through the court's E-File Service Provider in designated case types.

6 **2. THE ELECTRONIC COURT FILE IN IMAGED CASES IS THE OFFICIAL**  
7 **COURT RECORD**

8 Pursuant to Government Code section 68150 and California Rules of Court  
9 ("CRC"), rule 2.504, the electronic court file in Imaged Program cases is certified as the  
10 official record of the court. The paper filings that are imaged and stored electronically will  
11 be physically stored by the court for 30 days after filing, after which time they will be  
12 shredded and recycled, except for original wills and bonds in probate cases, which will be  
13 physically retained by the court for the period required by law. During this 30 day period,  
14 these documents will not be stored in a manner that will allow a party or its attorney to  
15 access them.

16 **3. CIVIL AND PROBATE CASES INCLUDED IN THE PROGRAM**

17 The following cases have been or will be imaged and stored in an electronic court  
18 file, and are considered Imaged Program cases:

19 a. Civil cases initiated after a particular department or division began  
20 participating in the imaging program;

21 b. Civil class actions, construction defect cases, JCCP cases, consolidated  
22 and coordinated actions where all cases involved are imaged cases, and actions that are  
23 provisionally complex under CRC, rule 3.40-3.403 (as set forth in the Civil Case Cover  
24 Sheet). "Complex cases" include antitrust/trade regulation, mass tort,  
25 environmental/toxic tort, and securities litigation cases, as well as insurance coverage  
26 claims arising from these case types; Probate cases filed on or after March 1, 2012;

27 c. All probate cases initiated prior to March 1, 2012 in which the Court has  
28 notified the parties that the case has been backscanned; and

1 d. All new civil and probate cases, with the exception of small claims cases.

2 4. MANDATORY AND PERMISSIVE ELECTRONIC FILING

3 Mandatory electronic filing through the court E-File Service Provider One Legal is  
4 required for all case types listed in paragraph 3.b. above, including construction defect  
5 and other cases previously filed through File&Serve Xpress (fka LexisNexis File&Serve).  
6 Further information can be found on the court's website, at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

7 Electronic filing is encouraged in all other imaged cases.

8 5. GENERAL E-FILING REQUIREMENTS

9 Documents can only be electronically filed through the court's electronic service  
10 provider One Legal (the "Provider"). E-file Provider information is available on the court's  
11 website.

12 All E-filers shall comply with CRC, rules 2.250-2.261. All documents E-filed with  
13 the court must be in a text searchable format, i.e., OCR. The court is unable to accept  
14 documents that do not comply with these requirements, or documents that include but  
15 are not limited to: digitized signatures, fillable forms, or a negative image. E-filers are  
16 required to comply with the provisions of the E-Filing Requirements Documents, located  
17 on the Court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov). Civil E-Filing Requirements can be found  
18 on the Civil Division's E-Filing page; Probate E-Filing Requirements can be found on the  
19 Probate Division's E-Filing page.

20 The receipt and filing of documents submitted electronically is governed by CRC,  
21 rule 2.259. The Court's filing deadline is 5:00 p.m. (Pacific Time) on court days. The  
22 electronic transmission of a document to the Court can take time, so waiting until shortly  
23 before the deadline to electronically transmit a filing is not advised, as it could be received  
24 by the court after 5:00 p.m. and deemed filed the next court day. Per CRC, rule  
25 2.259(a)(4), the **filer** is responsible for verifying that the court received and filed any  
26 document submitted electronically. Please see One Legal's website for filing instructions.

27 Additional and more specific information on electronic filing can be found on the  
28 court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

1 d. All new civil and probate cases, with the exception of small claims cases.

2 4. MANDATORY AND PERMISSIVE ELECTRONIC FILING

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4 required for all case types listed in paragraph 3.b. above, including construction defect  
5 and other cases previously filed through File&Serve Xpress (fka LexisNexis File&Serve).

6 Further information can be found on the court's website, at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

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13 the court must be in a text searchable format, i.e., OCR. The court is unable to accept  
14 documents that do not comply with these requirements, or documents that include but  
15 are not limited to: digitized signatures, fillable forms, or a negative image. E-filers are  
16 required to comply with the provisions of the E-Filing Requirements Documents, located  
17 on the Court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov). Civil E-Filing Requirements can be found  
18 on the Civil Division's E-Filing page; Probate E-Filing Requirements can be found on the  
19 Probate Division's E-Filing page.

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21 rule 2.259. The Court's filing deadline is 5:00 p.m. (Pacific Time) on court days. The  
22 electronic transmission of a document to the Court can take time, so waiting until shortly  
23 before the deadline to electronically transmit a filing is not advised, as it could be received  
24 by the court after 5:00 p.m. and deemed filed the next court day. Per CRC, rule  
25 2.259(a)(4), the **filer** is responsible for verifying that the court received and filed any  
26 document submitted electronically. Please see One Legal's website for filing instructions.

27 Additional and more specific information on electronic filing can be found on the  
28 court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov).

1           6.     FILING AND SERVICE REQUIREMENTS IN IMAGED CASES

2           a. Service of Notice: All parties filing new actions assigned to the imaging program  
3 shall serve on all parties a copy of the "Notice of Assignment to Imaging Department"  
4 (attached hereto as Exhibit "A" for civil cases, and Exhibit "B" for probate cases) with the  
5 complaint, cross-complaint, petition or other case initiating pleading. A copy of this notice  
6 will be provided to the filing party by the court clerk when case originating filings are  
7 processed.

8           b. "Imaged" Identifier: On all pleadings filed after the initial case originating filing,  
9 all parties must, to the extent it is feasible to do so, place the words "IMAGED FILE" in all  
10 caps immediately under the title of the pleading on all subsequent pleadings filed in the  
11 action.

12           c. Original Documents: Original underlying documents, other than wills and bonds  
13 in probate cases, that are relevant to a case should not be attached as exhibits to filed  
14 documents or filed in any other manner, as these documents will be imaged and the paper  
15 filings destroyed in accordance with this Order (except for those documents set forth in  
16 paragraph 6.d. below). Any original document, other than a will or bond in a probate case,  
17 that is included in a **filed** document in a case within the Program will be imaged and  
18 destroyed in accordance with this Order. Original documents may be **lodged** with the  
19 court, as necessary, under the procedures set forth in paragraphs 6.g. and 6.h. below.

20           d. Proposed Orders: Proposed orders should only be submitted with initial  
21 pleadings for an ex parte hearing, and should not be submitted for a law and motion  
22 hearing until after the hearing is completed.

23           e. Exhibits: Any exhibits attached to a pleading presented for filing must have the  
24 exhibit tabs located at the bottom of the respective documents, in accordance with  
25 California Rules of Court, rule 3.1110(f), and each exhibit must be preceded by a cover  
26 page that contains solely the word "Exhibit" and the exhibit's identifying number or letter.

27           f. Confidential Documents: Any documents classified or considered confidential  
28 pursuant to statute, rule of court or local rule shall be filed with the court and will be imaged

1 and destroyed in accordance with this order. Access to the imaged confidential  
2 document(s) shall be as set forth in paragraph 7.d. below.

3 g. Civil Cases Other Than Probate:

4 (1) Lodged Documents:

5 The Notice of Lodgment itself must be filed with the court. In accordance with  
6 California Rules of Court, rule 3.1302(b), the documents submitted with the notice must  
7 be lodged and not filed. The lodged documents will not be imaged, will not be part of the  
8 official court file, and will be returned in the manner requested or recycled if no manner  
9 of return is specified.

10 (2) Documents in Support of Judgments:

11 Applications for entry of a judgment that include an instrument, contract, or written  
12 obligation will have the relevant document(s) cancelled and merged if the judgment is  
13 entered, in accordance with California Rules of Court, rule 3.1806, after which the  
14 document will then be imaged and maintained in the electronic court record. The  
15 submitted document(s) will then be returned to the proffering party for safe-keeping.  
16 Parties must provide a suitable method of return along with the submitted document(s).  
17 If no method of return is included, the document(s) will be shredded and recycled.

18 h. Probate Cases:

19 (1) Lodged Documents:

20 (a) The Notice of Lodgment itself must be filed with the court. In accordance with  
21 California Rules of Court, rule 3.1302(b) and San Diego Superior Court Rule 4.3.2 (F),  
22 the documents submitted with the notice must be lodged and not filed. The lodged  
23 documents will not be imaged, will not be part of the official court file, and will be returned  
24 in the manner requested or recycled if no manner of return is specified.

25 (b) A party filing a motion or other paperwork that refers to a trust or will document  
26 that was previously lodged with the petition must separately lodge the trust or will with  
27 these later-filed papers, in accordance with the procedures in paragraph 6.h.(1)(a) above.

28 (c) In support of an accounting of assets as required by Probate Code Section

1 2620 or an interim accounting required by San Diego Superior Court Rule 4.15.2, the  
2 originals of account statements, closing escrow statements, and bill statements for a  
3 residential or long-term care facility shall be lodged with the court, in accordance with the  
4 procedures in paragraph 6.h.(1)(a) above. The lodged documents will not be imaged, will  
5 not be part of the official court file, and will be returned in the manner requested after the  
6 court's determination of the accounting has become final.

7 (2) Inclusion of Petition's ROA Number on All Pleadings:

8 Parties are ordered to comply with San Diego Superior Court Rule 4.3.1(B) and  
9 include the Petition's Register of Action (ROA) number directly below the case number  
10 on all subsequently filed pleadings related to that Petition.

11 7. ENHANCED ELECTRONIC ACCESS TO OFFICIAL COURT FILE AND  
12 COURT DOCUMENTS

13 a. Access in Clerk's Business Offices: Public kiosks providing free access to the  
14 official electronic record of the court files for cases being handled under the Program are  
15 available in the below Business Offices:

- 16 • Hall of Justice Civil Business Office, located at 330 West Broadway, San Diego,  
17 California 92101;
- 18 • East County Family Business Office, located at 250 E. Main Street, El Cajon,  
19 California, 92020;
- 20 • South County Family Business Office, located at 500 Third Avenue, Chula Vista,  
21 California, 91910;
- 22 • Central Probate Division Business Office, located at 1409 Fourth Avenue, San  
23 Diego, California, 92101; and
- 24 • North County Civil Business Office, located at 325 S. Melrose Drive, Vista,  
25 California 92081.

26 The public may access these files and view all public portions of the files just as they  
27 currently can in the paper court files. If there are people waiting to use the kiosks, a time  
28 limit of 20 minutes will be imposed. Additional time will be permitted after waiting in line

1 to use one of the kiosks again. Any changes to this policy will be made by the Civil  
2 Supervising Judge and the new policy will be posted in the applicable Business Offices.

3 b. Notice Regarding Electronic Access: In accordance with California Rules of  
4 Court, rule 2.504(d), the public accessing court records electronically, are advised that  
5 the Manager of Civil Operations, Summer Travis is the court staff member who may be  
6 contacted about the requirements for accessing the court's records electronically in all  
7 divisions of the court supporting imaging and E-filing.

8 c. Copyright and other proprietary rights may apply to information in a case file,  
9 absent express grant of additional rights by the holder of the copyright or other proprietary  
10 right. In this regard, you are advised:

11 (1) Use of such information in a case file is permissible only to the extent permitted  
12 by law or court order; and

13 (2) Any use inconsistent with proprietary rights is prohibited.

14 d. Access to Confidential Documents: Court documents classified or considered  
15 confidential pursuant to statute or rule of court shall remain confidential and may not be  
16 released except to the extent necessary to comply with the law.

17 e. The electronic records of cases within the Program available for viewing in the  
18 Business Offices are the official records of the court. There is no charge for accessing or  
19 viewing court files in the Business Offices. Copies of any documents in an electronic court  
20 file may be obtained by paying the copy fees of \$0.50 per page (Govt. Code § 70627(a)).  
21 Certified copies may be obtained by payment of a \$25.00 fee (Govt. Code § 70626(a)(4)).  
22 Additional instructions about obtaining printed copies of records from the electronic court  
23 file will be provided at the kiosk locations in the applicable Business Offices.

24 f. Any person who willfully destroys or alters any court record maintained in  
25 electronic form is subject to the penalties imposed by Government Code section 6201.

26 g. No person shall photograph or otherwise record any digital images of documents  
27 displayed on the kiosk screens in the Business Offices.

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h. Remote Electronic Access of Program Cases: Court documents from records of cases within the Program are available in electronic format for viewing and printing remotely to the extent permitted by California Law and/or California Rules of Court, rule 2.503(b), by visiting the court's website at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) and paying the required fees.

This Order shall expire on December 31, 2015, unless otherwise ordered by this court.

IT IS SO ORDERED.

Dated: January 8, 2015

  
DAVID J. DANIELSEN  
PRESIDING JUDGE

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**EXHIBIT "A"**



Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 051414 at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).**

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

**Please refer to the General Order - Imaging located on the San Diego Superior Court website at:**

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>

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**EXHIBIT "B"**

Superior Court of California  
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE  
AND ASSIGNMENT TO IMAGING DEPARTMENT**

**This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 090513 at [www.sdcourt.ca.gov](http://www.sdcourt.ca.gov) for rules and procedures or contact the Court's eFiling vendor at [www.onelegal.com](http://www.onelegal.com) for information.**

**This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court, other than wills and bonds, will be imaged and destroyed. Original wills and bonds will be retained by the court for the time required by law. No other original documents should be filed with pleadings. Rather, they should be lodged with the court under California Rules of Court, rule 3.1302(b) and San Diego Superior Court Rule 4.3.2 (F).**

**A party filing a pleading that refers to a trust or will must separately lodge the trust or will.**

**In support of an accounting of assets as required by Probate Code § 2620 or an interim accounting required by San Diego Superior Court Rule 4.15.2, the originals of account statements, closing escrow statements, and bill statements for a residential or long-term care facility shall be lodged rather than filed with the court.**

**On March 1, 2012, the San Diego Superior Court expanded its Electronic Filing and Imaging Pilot Program ("Program"). As of March 1, 2012, in all new cases filed in the Probate Division, all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Central and North County Probate Business Offices, as well as at other participating Business Offices, and on the Internet through the court's website.**

**You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court, other than wills and bonds. All other original documents filed with the court will be imaged and destroyed. Any original documents necessary for a hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b) and San Diego Superior Court Rule 4.3.2(F).**

**It is the duty of each petitioner to serve a copy of this notice with the petition on all parties in the action.**

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words **"IMAGED FILE"** in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action. Parties are ordered to comply with San Diego Superior Court Rule 4.3.1(B) and include the Petition's Register of Action (ROA) number directly below the case number on all subsequently filed pleadings related to that Petition.

**Please refer to the General Order - Probate Imaging located on the San Diego Superior Court website at:**

<http://www.sdcourt.ca.gov/ProbateImagingGeneralOrder>

**ELECTRONIC FILING REQUIREMENTS OF THE**  
**SAN DIEGO SUPERIOR COURT – CIVIL DIVISION**

These requirements are issued pursuant to California Rules of Court ("CRC", rules 2.250 et seq., Code of Civil Procedure §1010.6, and San Diego Superior Court General Order: In Re Procedures Regarding Electronic Filing.

Effective November 1, 2013, documents that are determined to be unacceptable for eFiling by the Court due to eFiling system restrictions or for failure to comply with these requirements will be rejected subject to being allowed to be filed nunc pro tunc to the original submittal date upon ex-parte application to the court and upon good cause shown.

It is the duty of the plaintiff (and cross-complainant) to serve a copy of the General Order of the Presiding Department, Order No. **010214-24A**, and Electronic Filing Requirements of the San Diego Superior Court with the complaint (and cross-complaint).

**PERMISSIVE eFILING**

**Effective March 4, 2013**, documents **may be filed electronically** in non-mandated civil cases in the Central Division where either: (1) the case is first initiated on or after March 4, 2013; or (2) the case is already pending as of March 4, 2013 and has been imaged by the court. **Effective June 30, 2014**, documents **may be filed electronically** in non-mandated civil cases in the North County Division where either: (1) the case is first initiated on or after June 30, 2014; or (2) the case is already pending as of June 29, 2014 and has been imaged by the court.

## **MANDATORY eFILING**

The case types that shall be subject to mandatory eFiling are: civil class actions; consolidated and coordinated actions where all cases involved are imaged cases; and actions that are provisionally complex under CRC 3.40 – 3.403 (as set forth in the Civil Case Cover Sheet, Judicial Council form CM-010 – including Construction Defect actions). “Complex cases” included in mandatory eFiling include Antitrust/Trade Regulation, Mass Tort, Environmental/Toxic Tort, and Securities Litigation cases, as well as insurance coverage claims arising from these case types.

Effective **June 2, 2014** Construction Defect and other cases, currently being electronically filed through File&Serve Xpress (fka LexisNexis File&Serve), must be electronically filed through the court's Electronic Filing and Service Provider, One Legal. Documents electronically filed in Construction Defect and other cases prior to **June 2, 2014** will be maintained in the File&Serve Xpress system and can be viewed via a File&Serve Xpress subscription or on the Court's internal CD/JCCP Document viewer kiosk located in the Civil Business Office, Room 225 of the Hall of Justice (2<sup>nd</sup> floor).

For cases of the type subject to mandatory eFiling that are initiated on or after March 4, 2013, all documents **must be filed electronically**, subject to the exceptions set forth below. All documents electronically filed in a mandatory eFile Construction Defect / JCCP case must be electronically served on all parties in the case pursuant to CRC 2.251(c).

The court will maintain and make available an official electronic service list in Construction Defect / JCCP cases through One Legal. This is the service list that the court will use to serve documents on the parties. (See CRC 2.251(d).) It is the responsibility of the parties to provide One Legal their correct contact information for the service list in each eFiled case in which they are involved no later than July 7, 2014.

New parties who enter a case must provide One Legal with their electronic service address for that case within 7 days of joining the case. All parties must notify One Legal of any changes to that address, within 7 days of the change, should a change occur during the pendency of the action. (See CRC 2.251(f)(1).) Failure to keep the official list updated may result in the court being unable to provide notice to a non-complying party of upcoming hearings, orders, and other proceedings.

For cases of the type subject to mandatory eFiling that are already pending as of March 3, 2013, and provided that the case has been imaged by the court, all documents filed on or after March 4, 2013 **must be filed electronically**, subject to the exceptions set forth below.

A party may request to be excused from mandatory electronic filing and/or service requirements. This request must be in writing and may be made by ex-parte application to the judge or department to whom the case is assigned. The clerk will not accept or file any documents in paper form that are required to be filed electronically, absent a court order allowing the filing.

Self-represented litigants are not required to eFile or electronically serve documents in a mandatory eFile case; however, they may eFile and electronically serve documents if they choose to do so and/or are otherwise ordered to eFile and/or electronically serve documents by the court.

### **REQUIREMENTS FOR ALL eFILERS**

eFile documents can only be filed through the court's Electronic Filing and Service Provider (the "Provider"). See [www.onelegal.com](http://www.onelegal.com).

eFilers must comply with CRC 2.250 – 2.261. Also, all documents electronically filed must be in a text searchable format, i.e., OCR. The court is unable to accept documents that do not comply with these requirements, or documents that include but are not limited to: digitized signatures, fillable forms, or a negative image.

eFilers are required to enter all parties listed on the document being filed, if the party is not already a part of the case. (If the filer is submitting a new complaint, ALL parties must be entered.) If all parties are not entered, the transaction will be rejected.

Documents that contain exhibits must be bookmarked, as set forth on the Provider's site. Documents not so bookmarked are subject to rejection. Moving papers with exhibits that are not bookmarked will be rejected. (See CRC 3.1110(f) with bookmarking being the substitute for plastic tabs in electronically filed documents.)

Exhibits to be considered via a Notice of Lodgment shall not be attached to the electronically filed Notice of Lodgment; instead, the submitting party must provide the assigned department with hard copies of the exhibits with a copy of the Notice of Lodgment that includes the eFiling Transaction ID # noted in the upper right hand corner.

All documents must be uploaded as individual documents within the same transaction, unless filing a Motion. [Example: A Request to Waive Court Fees must be uploaded separately from the document to which it applies, i.e. complaint, answer or other responsive pleading, motion, etc...] If filing a notice of motion, all documents can be scanned and uploaded as one document under a filing that most closely captures the type of motion. All filings and exhibits within these filings must be bookmarked.

Unless otherwise required by law, per CRC 1.20(b) only the last four digits of a social security or financial account number may be reflected in court case filings. Exclusion or redaction is the responsibility of the filer, not the clerk, CRC 1.20(b)(3). Failure to comply with this requirement may result in monetary sanctions, CRC 2.30(b).

Proposed filings, such as proposed court orders and amended complaints, should be submitted as an exhibit and then re-submitted as a separate and new eFiling transaction after the Court has ruled on the matter to which the proposed document applies. See also CRC 3.1312.

Any document filed electronically shall be considered as filed with the Clerk of the Superior Court when it is first transmitted to the vendor and the transmission is completed, except that any document filed on a day that the court is not open for business, or after 5:00 p.m. (Pacific Time) on a day the court is open for business, **shall be deemed to have been filed on the next court day.**

Electronically filed documents must be correctly named and/or categorized by Document Type. The lead document must also be designated appropriately, as the lead document determines how the transaction will be prioritized in the work queue. Failure to correctly name the document and/or designate the lead document appropriately may result in a detrimental delay in processing of the transaction.

Please be advised that you must schedule a motion hearing date directly with the Independent Calendar Department. A motion filed without an appointment, even when a conformed copy of the filing is provided by the court, is not scheduled and the hearing will not occur.

If a hearing is set within 2 court days of the time documents are electronically filed, litigant(s) must provide hard copies of the documents to the court. Transaction ID numbers must be noted on the documents to the extent it is feasible to do so. Hard copies for Ex Parte hearings must be delivered directly to the department on or before 12 Noon the court day immediately preceding the hearing date.

An original of all documents filed electronically, including original signatures, shall be maintained by the party filing the document, pursuant to CRC 2.257.

### **DOCUMENTS INELIGIBLE FOR ELECTRONIC FILING**

The following documents are **not eligible for eFiling** in cases subject to either mandatory or permissive filing, and shall be filed in paper form:

- Safe at Home Name Change Petitions
- Civil Harassment TRO / RO
- Workplace Violence TRO / RO
- Elder Abuse TRO / RO
- Transitional Housing Program Misconduct TRO / RO
- School Violence Prevention TRO / RO
- Out-of-State Commission Subpoena
- Undertaking / Surety Bonds
- Request for Payment of Trust Funds
- Notice of Appeal of Labor Commissioner
- Abstracts
- Warrants
- Settlement Conference Briefs (to be lodged)
- Confidential documents lodged conditionally under seal
- Interpleader actions pursuant to CC §2924j

The following documents **may be filed in paper form**, unless the court expressly directs otherwise:

- Documents filed under seal or provisionally under seal pursuant to CRC 2.551 (although the motion to file under seal itself must be electronically filed)
- Exhibits to declarations that are real objects, i.e. construction materials, core samples, etc. or other documents, i.e. plans, manuals, etc., which otherwise may not be comprehensibly viewed in an electronic format may be filed in paper form

### **DOCUMENTS DISPLAYED ON THE PUBLIC-FACING REGISTER OF ACTIONS**

Any documents submitted for eFiling (and accepted) will be filed and displayed on the San Diego Superior Court's public-facing Register of Actions with the exception of the following documents:

- CASp Inspection Report
- Confidential Cover Sheet False Claims Action
- Confidential Statement of Debtor's Social Security Number
- Financial Statement
- Request for Accommodations by Persons with Disabilities and Court's Response
- Defendant/Respondent Information for Order Appointing Attorney Under Service Members Civil Relief Act
- Request to Waive Court Fees
- Request to Waive Additional Court Fees

Documents not included in the list above, that are intended to be kept confidential, should NOT be eFiled with the court.