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18 UNITED STATES DISTRICT COURT
19 CENTRAL DISTRICT OF CALIFORNIA
20 SOUTHERN DIVISION

21 N.Z., R.M., B.L., S.M., and A.L.,
22 individually and on behalf of themselves
23 and all others similarly situated,

24 Plaintiffs,

25 v.

26 FENIX INTERNATIONAL LIMITED,
27 FENIX INTERNET LLC, BOSS
28 BADDIES LLC, MOXY
MANAGEMENT, UNRULY AGENCY
LLC (also d/b/a DYSRPT AGENCY),
BEHAVE AGENCY LLC, A.S.H.
AGENCY, CONTENT X, INC., VERGE
AGENCY, INC., AND ELITE
CREATORS LLC,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT

**ACTION SEEKING
STATEWIDE OR NATIONWIDE
RELIEF**

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1
2 1. Romance scams have existed for a long time, but the prevalence of
3 such scams and the financial toll they take on their victims have increased in recent
4 years. According to the FTC, between 2017 and 2021, people “reported losing a
5 staggering \$1.3 billion to romance scams, more than any other FTC fraud
6 category.”¹ This disturbing upward trend has almost certainly been exacerbated by
7 the ubiquity of online dating (which normalizes the idea of making romantic
8 connections through the internet)—but also by an “epidemic of loneliness and
9 isolation” that the U.S. Surgeon General warns is “an underappreciated public
10 health crisis that has harmed individual and societal health.”²

11 2. This case goes beyond typical romance scams by involving an online
12 platform used to perpetrate a systemic deception that exploits victims’ trust on an
13 unprecedented scale, affecting hundreds of thousands, or even millions, of people
14 simultaneously.

15 3. OnlyFans, a social media platform known almost exclusively for
16 hosting sexually oriented content, has hundreds of millions of users (called “Fans”)
17 who pay for the privilege of communicating *directly* with *specific people* who post
18 content on the platform (called “Creators”) on a personal (indeed, often an intimate
19 and/or romantic) level.³ But instead of interacting with a specific Creator, Fans end
20

21 ¹ FEDERAL TRADE COMMISSION, *FTC Data Show Romance Scams Hit Record*
22 *High; \$547 Million Reported Lost in 2021* (Feb. 10, 2022), [www.ftc.gov/news-](https://www.ftc.gov/news-events/news/press-releases/2022/02/ftc-data-show-romance-scams-hit-record-high-547-million-reported-lost-2021)
23 [events/news/press-releases/2022/02/ftc-data-show-romance-scams-hit-record-high-](https://www.ftc.gov/news-events/news/press-releases/2022/02/ftc-data-show-romance-scams-hit-record-high-547-million-reported-lost-2021)
[547-million-reported-lost-2021](https://www.ftc.gov/news-events/news/press-releases/2022/02/ftc-data-show-romance-scams-hit-record-high-547-million-reported-lost-2021) (last visited July 29, 2024).

24 ² U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, *Our Epidemic of*
25 *Loneliness and Isolation* (2023), [www.hhs.gov/sites/default/files/surgeon-general-](https://www.hhs.gov/sites/default/files/surgeon-general-social-connection-advisory.pdf)
[social-connection-advisory.pdf](https://www.hhs.gov/sites/default/files/surgeon-general-social-connection-advisory.pdf) (last visited July 29, 2024).

26 ³ Although OnlyFans’ Terms of Service refer to both creators and fans as
27 “users,” it has distinct account types for the two categories, which come with
28 different pre-requisites for opening an account, as well as specific Terms of Use for

1 up—unknowingly and without their consent—communicating with professional
2 “chatters” hired to impersonate that Creator in order to convince Fans to spend even
3 more money on the platform.

4 4. Chatters are often hired by self-styled “management agencies”
5 operating OnlyFans accounts on behalf of multiple Creators, at the request of and
6 with the consent of the Creators. These agencies hire veritable fleets of chatters—
7 often from countries like the Philippines and Venezuela, where they can get low-
8 cost, yet well-educated, workers who can convince Fans they are engaged in
9 “authentic” communication with a particular Creator.

10 5. In addition to the blatant deception and fraud, the “Chatter Scams”
11 involve massive breaches of confidentiality and privacy violations in which
12 intimate communications and private and/or personal information about Fans—
13 including photos and videos—are distributed and/or accessible to numerous
14 unauthorized parties.

15 6. OnlyFans knows about the agencies perpetrating the Chatter Scams;
16 indeed, it has co-hosted events with at least one agency named as a defendant in this
17 Complaint. In July 2023, Creators Inc. posted a video on Instagram with a tagline
18 that said “our collab with @ofmerch during Miami Swim Week was the real cause
19 behind the nationwide heatwave!” The video featured scantily clad Creators walking
20 down a runway wearing swimsuits featuring the OnlyFans logo, with signage in the
21 background bearing the logos of both OnlyFans and Creators Inc. The profile
22 “@ofmerch” describes itself as a profile “Featuring creators in official @onlyfans
23 merch,” and links directly to OnlyFans’ online store at <https://store.onlyfans.com/>.⁴
24

25 _____
25 each type of account. For clarity, this Complaint will only use the term “Creator” to
26 refer to creator accounts, and the term “Fans” to refer exclusively to fan accounts.

27 ⁴ Creators Inc (@creatorsinc), INSTAGRAM (July 23, 2023)
28 <https://www.instagram.com/creatorsinc/reel/CvC2U3JASvS/> (last visited July 29,
2024).

1 7. OnlyFans also knows that the use of chatters blatantly violates many of
2 its platform rules and policies, yet the company fails to enforce those policies in
3 order to facilitate the widespread fraud that has resulted in massive profits for
4 OnlyFans—which takes a 20% cut of everything a Creator earns on the platform.

5 8. But OnlyFans’ involvement is not limited to “looking the other way.”
6 Like other social media platforms, OnlyFans allows Creators to make individual
7 profiles through which they can share content (text, photos, and videos) with their
8 Fans—users of the platform who can open Fan accounts, subscribe to specific
9 Creators’ profiles (often for a monthly fee), and respond to Creators’ content in the
10 form of comments and/or “likes.”

11 9. OnlyFans also provides a wide variety of tools for Creators to
12 “monetize” their content. Creators can charge monthly subscription fees to access
13 their accounts, in addition to selling pay-per-view and/or custom content created by
14 request for a particular Fan. The platform also allows Fans to send monetary tips to
15 Creators in amounts up to \$200 per transaction. In exchange, OnlyFans takes 20%
16 of Creators’ revenue from all three of these sources.

17 10. Compared with other “content monetization” platforms, however,
18 OnlyFans has permissive rules around the types of content that can be sold. As a
19 result, OnlyFans has become almost exclusively known for sexually oriented
20 content, which can be anything from a romantic connection to sexually explicit
21 material—a fact which has made it the juggernaut of content monetization
22 platforms. In 2021, the platform generated approximately \$2 billion in revenue,
23 representing well over 10 times the estimated revenue for Patreon (a content
24 monetization platform catering primarily to artists and podcasters)—and over 40
25 times that of Medium (whose creators are primarily writers and bloggers). Yet
26 recent estimates show OnlyFans’ user base is only slightly over twice the size of
27 Medium’s user base: 210 million compared with 100 million.

28

1 11. But OnlyFans’ success cannot be explained solely by the fact that it
2 hosts sexually oriented content. After all, the internet “democratized” access to
3 pornography as much as anything else, and getting such content for free is a matter
4 of a simple internet search.⁵ This has led some observers to ask, why are people
5 paying (and paying so much) for OnlyFans when they can get pornography for
6 free?

7 12. In a time of increasing concern about loneliness as a serious public
8 health issue,⁶ the answer to that question is that OnlyFans offers Fans a more
9 personal connection to Creators—or at least that’s the idea that OnlyFans is selling.
10 Indeed, the promise of personal connection explains why Fans have flocked to the
11 OnlyFans accounts of many “traditional” pornography stars—even though those
12 same stars are featured in hundreds of videos that are accessible elsewhere for free.⁷

13 13. OnlyFans is not coy or allusive about the fact that the core promise of
14 its platform hinges on the authenticity of the personal interaction between Fans and
15 Creators. Its marketing consistently revolves around this idea, with its website and
16
17

18 ⁵ Indeed, some credit the adult film industry with allowing the internet to thrive
19 in its early years. *See, e.g.,* Ross Benes, *How porn has been secretly behind the rise*
20 *of the internet and other technologies*, BUSINESS INSIDER (May 7, 2017)
21 <https://www.businessinsider.com/porn-behind-internet-technologies-2017-5> (last
22 visited July 29, 2024) (“[W]hile the military created the internet, it would not have
23 found a solid consumer base without porn. Think of the military as the inventor and
24 creator of a product and porn as the entrepreneur who brings the product to the
25 masses.”).

24 ⁶ *See supra*, n.2.

25 ⁷ For example, Mia Malkova—who has made hundreds of videos over the
26 course of her decade-long career in the adult film industry—says she has made over
27 \$285,000 in one month from her OnlyFans account. *MIA MALKOVA on OnlyFans,*
28 *Making Millions, & Getting Her Heart Broken*, COOLKICKS PODCAST (December
13, 2022), <https://www.youtube.com/watch?v=eCgdE7nlC78> (last visited July 29,
2024).

1 other public statements teeming with references to “authenticity” and “meaningful”
2 engagement.

3 14. OnlyFans offers Fans a list of “subscription benefits” that include the
4 ability to “direct message with this [Creator].” Both phrases appear on every single
5 Creator profile because OnlyFans puts them there, encouraging Fans to subscribe to
6 their favorite Creators so they can access VIP pages that promise a more intimate
7 interaction—what some describe as a “girlfriend experience” or a “really real”
8 experience where “you get to know people.”⁸

9 15. The problem is: unbeknownst to most Fans on the site, the use of
10 chatters creates an experience that is almost as far from “really real” as you can
11 get—an experience orchestrated by agencies, such as the Defendants in this lawsuit,
12 who promise to help Creators effectively make money in their sleep by signing up
13 subscribers at scale and keeping subscribers engaged by (fraudulently) maintaining
14 the “personal” relationships Fans believe they have with Creators.

15 16. Agency chatters are trained to exploit emotional connections by
16 pretending to be personal friends or close acquaintances, using manipulative tactics
17 that prey on psychological biases and vulnerabilities. They never reveal that they
18 are not the actual Creators and, if questioned, they confirm their impersonation.
19 Agencies often refer to this as “farming” Fans, and equip chatters with detailed
20 scripts and processes designed to identify the most emotionally invested targets and
21 persuade them to spend money under the guise of a personal relationship.

22 17. OnlyFans actively facilitates this “farming” process by continuing to
23 cultivate the platform’s image as one where individuals can pay for backstage/VIP
24 passes in order to get “personal” attention from Creators—and by providing tools
25

26 ⁸ Martina Biino and Madeline Berg, *The Secret of OnlyFans: It’s much more*
27 *than porn*, BUSINESS INSIDER (Jan. 18, 2024), [www.businessinsider.com/how-](https://www.businessinsider.com/how-onlyfans-became-outlet-source-help-loneliness-sadness-connection-sex-2024-1)
28 [onlyfans-became-outlet-source-help-loneliness-sadness-connection-sex-2024-1](https://www.businessinsider.com/how-onlyfans-became-outlet-source-help-loneliness-sadness-connection-sex-2024-1) (last
visited July 29, 2024).

1 that make it easier for chatters to fraudulently “maintain” personal relationships
2 with Fans and to monetize those relationships.

3 18. OnlyFans claims to be monitoring everything that happens on its
4 platform but does nothing to stop the use of chatters in violation of its promises to
5 the Fans on its platform.

6 II. JURISDICTION & VENUE

7 19. This Court has jurisdiction over this action pursuant to the Class
8 Action Fairness Act (“CAFA”), 28 U.S.C. § 1332(d), because at least one Class
9 member is of diverse citizenship from one Defendant, there are more than 100
10 Class members, and the aggregate amount in controversy exceeds \$5,000,000,
11 exclusive of interest and costs.

12 20. Subject-matter jurisdiction also arises under 28 U.S.C. § 1331 based
13 upon the federal RICO claims asserted under 18 U.S.C. § 1961, *et seq.*

14 21. This Court has personal jurisdiction over Plaintiffs because they are
15 either residents of California or they consent to the Court’s jurisdiction.

16 22. This Court has personal jurisdiction over Defendants because they
17 transact and conduct business and are alleged to have violated statutory and
18 common law, in the State of California and this District. The Court has personal
19 jurisdiction over Defendants pursuant to 18 U.S.C. §§ 1965(b) and (d), and
20 supplemental jurisdiction over the state-law claims pursuant to 28 U.S.C. § 1367.

21 23. Venue is proper in this District under 28 U.S.C. § 1391(b) because a
22 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred
23 in the State of California—including the deception and privacy violations
24 perpetrated on Plaintiffs, some of whom are California residents—and the Court has
25 personal jurisdiction over all Defendants. In addition, Agency Defendants reside in
26 the District by virtue of owning and operating California-based companies.

III. PARTIES

A. Plaintiffs

24. Plaintiffs are users of OnlyFans, referred to as Fans, who subscribed to the accounts of one or more Creators represented by the Agency Defendants.

25. Plaintiffs file this action under fictitious names and seek to proceed anonymously in order to preserve their right to privacy, and to avoid the significant social stigma attached to using OnlyFans as a result of the platform’s association with explicitly sexual (NSFW) content—both of which drive the widespread use of pseudonyms by Fans on the platform (including Plaintiffs) to begin with. Given these concerns, Plaintiffs would be hesitant to maintain this action if their names were permanently associated with Defendants. *See Jane Roes 1-2 v. SFBSC Mgmt., LLC*, 77 F. Supp. 3d 990, 997 (N.D. Cal. 2015) (allowing exotic dancers to proceed using pseudonyms and noting that the “Ninth Circuit has recognized that courts grant anonymity where it is needed to ‘preserve privacy in a matter of sensitive and highly personal nature’” and has allowed the use of pseudonyms in order to “‘protect a person from . . . ridicule or personal embarrassment.’” (quoting *Does I thru XXIII v. Advanced Textile Corp.*, 214 F.3d 1058, 1068 (9th Cir. 2000))).

26. Moreover, Plaintiffs’ ability to proceed anonymously will not prejudice Defendants. The use of pseudonyms as a matter of course on the OnlyFans platform—and the fact that Defendants’ profits are driven by the ability of Fans to remain anonymous—undercuts any suggestion that their doing so in public filings would offend the traditional presumption of openness in judicial proceedings. And because Plaintiffs are willing to privately disclose their identities to Defendants in the course of litigation, Defendants will be fully able to exercise their due process rights to assess and defend their claims.

Plaintiff N.Z.

27. Plaintiff N.Z. is a resident and citizen of Cypress, California.

1 28. During the relevant time period of this Complaint, Plaintiff N.Z.
2 subscribed to at least one OnlyFans account managed by an Agency Defendant.

3 **Plaintiff R.M.**

4 29. Plaintiff R.M. is currently a resident and citizen in Folsom, California,
5 but during the time period at issue in this Complaint, he was a resident of El
6 Dorado Hills, California.

7 30. During the relevant time period of this Complaint, Plaintiff R.M.
8 subscribed to at least one OnlyFans account managed by an Agency Defendant.

9 **Plaintiff B.L.**

10 31. Plaintiff B.L. is a resident and citizen of Nashville, Tennessee.

11 32. During the relevant time period of this Complaint, Plaintiff B.L.
12 subscribed to at least one OnlyFans account managed by an Agency Defendant.

13 **Plaintiff S.M.**

14 33. Plaintiff S.M. is a resident and citizen of Atlanta, Georgia.

15 34. During the relevant time period of this Complaint, Plaintiff S.M.
16 subscribed to at least one OnlyFans account managed by an Agency Defendant.

17 **Plaintiff A.L.**

18 35. Plaintiff A.L. is a resident and citizen of Madison, Wisconsin.

19 36. During the relevant time period of this Complaint, Plaintiff A.L.
20 subscribed to at least one OnlyFans account managed by an Agency Defendant.

21 **B. Defendants**

22 **OnlyFans Defendants**

23 37. Defendant **Fenix International Limited (“FIL”)** is a private limited
24 company registered in the United Kingdom and Hong Kong, with its principal place
25 of business in London. FIL owns and operates the website and social media
26 platform OnlyFans.com (“OnlyFans”), which it operates worldwide through various
27 subsidiaries and affiliates, including in the United States, Manila, Singapore,
28 Tokyo, New Delhi, and Bangkok.

1 38. FIL contracts and pays for the servers that host OnlyFans and owns all
2 intellectual property and trademarks related to OnlyFans—including trademarks
3 registered in the United States.

4 39. According to the company’s LinkedIn profile, FIL has over 1,000
5 “associated members” located in the United States—including over 100 in
6 California. On information and belief, a substantial number of those individuals are
7 employees or contractors of OnlyFans involved in the daily operations of the
8 business and the OnlyFans website. These include management- and executive-
9 level employees with titles such as Executive Vice President and Deputy General
10 Counsel.

11 40. Defendant **Fenix Internet LLC (“FIUSA”)** is a Delaware limited
12 liability company headquartered in Florida. FIUSA is a wholly owned subsidiary of
13 FIL. On information and belief, FIUSA—at the direction of and under the control
14 of FIL—directly or indirectly collects and receives all OnlyFans-related payments
15 from Fans located in the United States, whose bank statements reflect the
16 transaction as “Fenix Internet LLC.” FIUSA then subtracts OnlyFans fees
17 (including Subscription Fees, the OnlyFans’ portion of the Creator Fees, and other
18 charges) from those payments, and remits approximately the remainder of the Fan
19 payments to the Creators.

20 41. On information and belief, a substantial number of those Fans and
21 Creators are located in California.

22 42. On information and belief, FIUSA has not obtained the necessary
23 licenses to provide money transmitter services in any of the states in which it
24 performs those services—including California.

25 43. Together, FIL and FIUSA are referred to throughout this Complaint as
26 “OnlyFans Defendants” or “OnlyFans,” except where it may be necessary to
27 distinguish more specifically between the two entities.
28

1 **Agency Defendants**

2 44. The following Defendants are “management” agencies that purport to
3 represent, act on behalf or, or are the agents of multiple Creators, and who in reality
4 have unfettered access to and primary control over the OnlyFans accounts of their
5 “Represented Creators.” Each of these Defendants provides “chatter services” for
6 its Represented Creators: hiring individuals to interact with Fans, fraudulently
7 misrepresent their identities, build a phony relationship engineered by people other
8 than the Creators and based on emotions and vulnerabilities thought to be shared
9 only with the Creators, and pretend to be the Represented Creators—with the
10 express purpose of deceiving and manipulating Fans in order to maximize their
11 willingness to purchase content from the Represented Creator accounts. These
12 Defendants are referred to collectively as the “Agency Defendants.”

13 45. Each Agency represented at least one Creator subscribed to and
14 followed by a Plaintiff. The identities of those Creators and Plaintiffs—along with
15 additional details about each Agency’s conduct—are provided in Sections IV. H
16 and I, below.

17 46. Defendant **Boss Baddies LLC** (“Boss Baddies”) was registered in
18 Wisconsin on April 26, 2021. Boss Baddies’ principal office is 2800 E Enterprises
19 Avenue, Suite 333, Appleton, Wisconsin 54913-7889. Boss Baddies LLC has
20 branches registered in Ohio and Washington. On information and belief, Boss
21 Baddies LLC is actively doing business as Siren Agency, and will be referred to as
22 “Siren” throughout this Complaint. Siren lists Los Angeles, California as its
23 principal place of business on its website.

24 47. Defendant **Moxy Management** (“Moxy”) was registered on June 21,
25 2021, as a California corporation. Moxy’s principal place of business is 19016
26 Devonport Lane, Tarzana, CA 91356.

27 48. Defendant **Unruly Agency Limited Liability Company** (“Unruly”)
28 was registered on March 20, 2020, as a California limited liability company.

1 Unruly’s principal place of business is 8581 Santa Monica Boulevard, Suite 403,
2 West Hollywood, CA 90069. On information and belief, Unruly is doing business
3 as Unruly Agency. Upon information and belief, **Dysrpt Agency** (“Dysrpt”) is a
4 trademark of Unruly and Unruly is also doing business as Dysrpt. Defendant
5 **Behave Agency LLC** (“Behave”) was originally formed in Delaware on June 24,
6 2020. On December 12, 2021, Behave was registered in California as a foreign
7 LLC. Behave’s principal office address is 16192 Coastal Highway, Lewes,
8 Delaware 19958. On information and belief, Behave is a subsidiary of Unruly.
9 Together, Unruly, Dysrpt, and Behave will be referred to in this Complaint as the
10 “Unruly Defendants.”

11 49. Defendant **A.S.H. Agency** (“A.S.H.”) was formed by well-known
12 adult film star Riley Reid in 2021. On information and belief, A.S.H.’s principal
13 place of business is 299 Patrician Way, Pasadena, CA 91105.

14 50. Defendant **Content X, Inc.** (“Content X”) was registered on
15 September 1, 2020, as a California corporation. Content X’s principal place of
16 business is 21800 West Oxnard Street, Suite 940, Woodland Hills, California
17 91367. On information and belief, Content X, Inc. is doing business as Content X
18 Studios.

19 51. Defendant **Verge Agency, Inc.** (“Verge”) was originally formed in
20 Delaware on March 24, 2021. On March 3, 2023, Verge Agency, Inc. was
21 incorporated as a California corporation. Verge Agency, Inc.’s principal place of
22 business is 10960 Wilshire Boulevard, 5th Floor, Los Angeles, California 90024. On
23 information and belief, Verge Agency, Inc. is doing business as Verge Agency.

24 52. Defendant **Elite Creators LLC** (“Elite Creators”) is a Florida LLC
25 registered in June 2022. Defendant Creators Inc. (“Creators Incorporated”) is a
26 Florida corporation registered in September 2022. In documents filed with the
27 Florida Secretary of State, Elite Creators is listed as the only officer or director of
28 Creators Incorporated. On information and belief, Elite Creators provides its

1 “management services” in conjunction with multiple other companies, all of whom
 2 do business under the Creators Inc. brand. The two Defendants named in this
 3 paragraph will be referred to in this Complaint as “Creators Inc.”

4 IV. FACTS

5 A. History of OnlyFans

6 53. OnlyFans was founded in 2016 by 33-year-old British tech
 7 entrepreneur and investor Timothy Stokely, who had previously owned similar
 8 niche- and/or custom-pornography sites including GlamGirls, GlamWorship, and
 9 Customs4U, and would go on to be described as “the king of homemade porn.”⁹

10 54. Perhaps unsurprisingly given Stokely’s background, OnlyFans
 11 immediately became dominated by (and known for) adult content and quickly
 12 acquired a significant user base. Within its first month, OnlyFans had over 1,000
 13 paying subscribers, and the platform grew quickly from there, reaching 10,000
 14 users by September 2016, and 100,000 users by January 2017. By mid-2018, the
 15 platform had over 1 million users and had paid out over \$10 million to Creators.

16 55. That same year, venture capitalist Leonid Radvinsky bought a
 17 controlling share in Defendant FIL, the company Stokely had incorporated to house
 18 the OnlyFans brand. Radvinsky, already the owner of one of the world’s largest
 19 webcam sites,¹⁰ was a veteran in the online pornography industry. He was also a
 20 veteran in the online deception business: at age 17, he helped start a company that
 21

22 ⁹ Charlotte Colombo, *Meet the king of homemade porn — a banker’s son*
 23 *making millions*, THE TIMES (Sept. 14, 2021),
 24 [www.thetimes.com/uk/society/article/meet-the-king-of-homemade-porn-a-bankers-
 25 son-making-millions-z9vhq9c9s](https://www.thetimes.com/uk/society/article/meet-the-king-of-homemade-porn-a-bankers-son-making-millions-z9vhq9c9s) (last visited July 29, 2024).

26 ¹⁰ On MyFreeCams, adult models broadcast themselves stripping or performing
 27 sex acts online in exchange for tips from viewers. See Matthew Field, *The elusive*
 28 *porn baron behind OnlyFans*, THE TELEGRAPH (October 1, 2022),
[https://web.archive.org/web/20240501112404/https://www.telegraph.co.uk/business/
 29 s/2022/10/01/elusive-porn-baron-behind-OnlyFans/#](https://web.archive.org/web/20240501112404/https://www.telegraph.co.uk/business/2022/10/01/elusive-porn-baron-behind-OnlyFans/#) (last visited July 29, 2024).

1 made money by funneling traffic to pornography sites by falsely claiming to offer
2 “hacked” and/or “illegal teen” passwords.¹¹

3 56. OnlyFans continued to grow steadily after the change in ownership,
4 but the growth of its initial few years was dwarfed by the growth of the platform
5 during the COVID-19 epidemic.

6 57. Just between March and April 2020, both the Fan base and the number
7 of Creators on the platform grew by 75%, with the site becoming widely known
8 enough that pop icon Beyoncé mentioned the platform in a song that year—
9 boosting its recognition even further. Over the next year, multiple “mainstream”
10 celebrities joined the platform, introducing OnlyFans to their existing Fans—many
11 of whom, judging by the numbers, joined the platform as well.

12 58. By the end of the fiscal year 2020, more than 1.6 million Creator
13 accounts had been created on the platform, and over 82 million Fans had signed up.
14 Transactions on the platform in 2020 increased by 553%—to \$2.4 billion.

15 59. In 2021, FIL reported an over 600% increase in profits—from \$61
16 million in 2020 to \$433 million in 2021.

17 60. According to publicly filed financial statements from FIL, the vast
18 majority of OnlyFans revenue comes from the 20% it collects from the content
19 Creators. Since 2019, FIL has reported “major sources” of revenue in only two
20 categories—both of which represent OnlyFans’ cut of revenue generated by content
21 Creators on the platform: “subscription-based payments,” which the company
22 describes as “transactions where the group facilitates Creator’s providing content to
23 Fans for a period of time,” and “non-subscription-based payments,” which include
24 “one-time transactions such as messaging and access to content, that the group
25 facilitates between the Fans and the Creators.” The specific numbers are reproduced
26 in Figure 1, below.

27
28 ¹¹ *Id.*

Fiscal Year Ending	Subscription-based Revenue		Non-subscription-based Revenue		Total Revenue
2019-11-30	\$87,000,000	+	\$73,000,000	=	\$160,000,000
2020-11-30	\$285,000,000	+	\$263,000,000	=	\$548,000,000
2021-11-30	\$489,000,000	+	\$443,000,000	=	\$932,000,000
2022-11-30	\$522,000,000	+	\$568,000,000	=	\$1,090,000,000

Figure 1. Defendant FIL’s annual revenues as reported in the company’s publicly filed financial statements, including Fenix International Limited, Annual Report and Financial Statements (covering Dec. 2021 to Nov. 2022, Dec. 2020, to Nov. 2021, Dec. 2019 to Nov. 2020, Dec. 2018 to Nov. 2019).

61. In 2021, after OnlyFans’ recorded record profits, the magazine Fast Company declared OnlyFans one of the “10 most innovative social media companies of 2021”—lauding the ability to find “creative ways to sell intimacy during a time of social distancing,” and describing it as a “clever hack of the social sphere to monetize exclusive content.”¹²

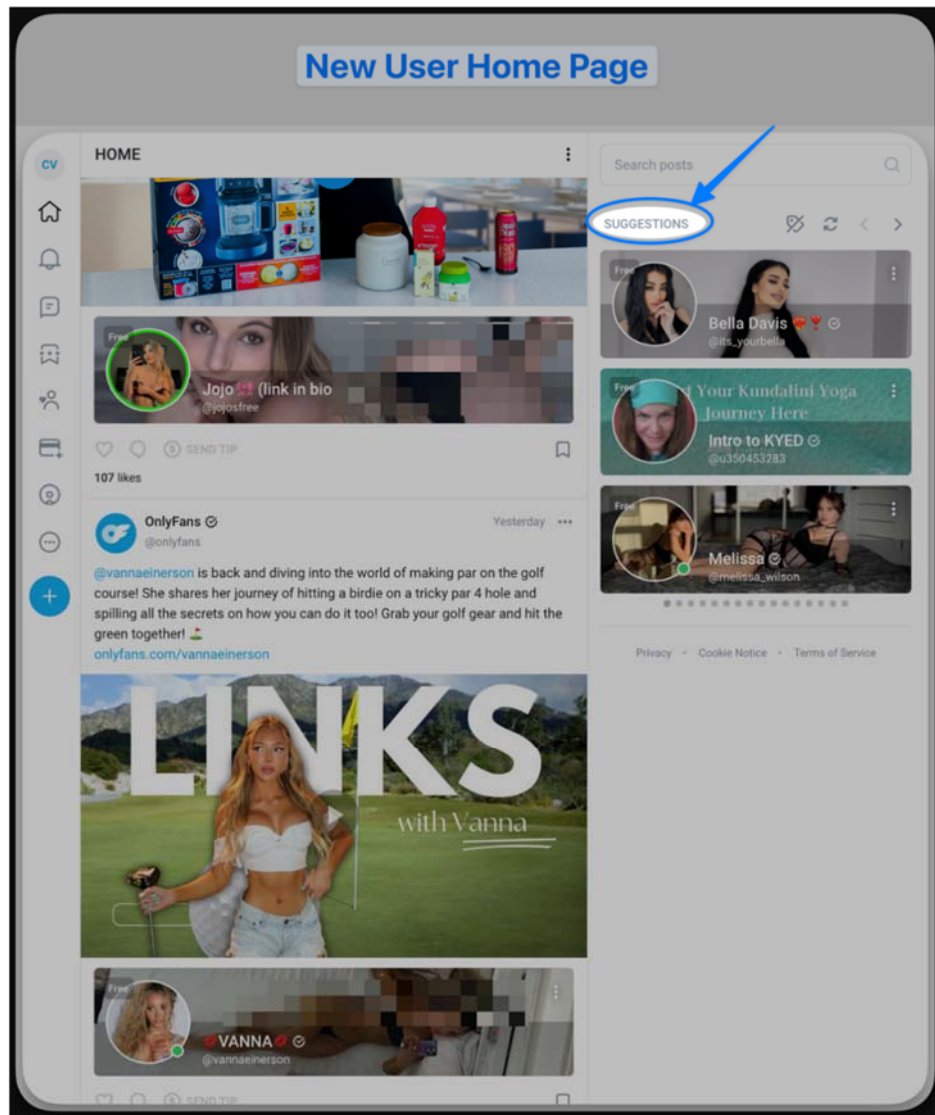
B. How OnlyFans Makes Money

62. The financial mechanics of OnlyFans’ “clever hack” revolve around the multiplicity of ways that the platform has to part Fans from their money—all of which take advantage of various psychological biases and phenomena to steadily escalate Fan engagement and willingness to pay.

63. The basic Fan experience on OnlyFans is like other social media sites. When a Fan logs in, they see their “home” screen, which features a “feed” containing posts—either from Creator accounts the Fan has subscribed to, or suggested posts from OnlyFans. Even before a Fan subscribes to any Creator profiles—and thus before OnlyFans “knows” anything about the Fan—OnlyFans

¹² Sarah Flynn, *The 10 Most Innovative Social Media Companies of 2021*, FAST COMPANY (Mar. 9, 2021), www.fastcompany.com/90600321/social-media-most-innovative-companies-2021 (last visited July 29, 2024).

1 automatically begins to populate the Fan's feed with sexually suggestive content.
 2 See **Figure 2** (New User Home Page).



21 *Figure 2. New User Home Page*

22 64. The site also automatically begins “suggesting” free Creator profiles
 23 that a Fan might want to subscribe to. With an account, Fans can click on these
 24 profiles, but can see only “teaser” pages for a given Creator, containing a small
 25 profile photo, a banner photo, and placeholder posts in which Fans can see the text
 26 of a post but not the photo. See **Figures 3 & 4**.

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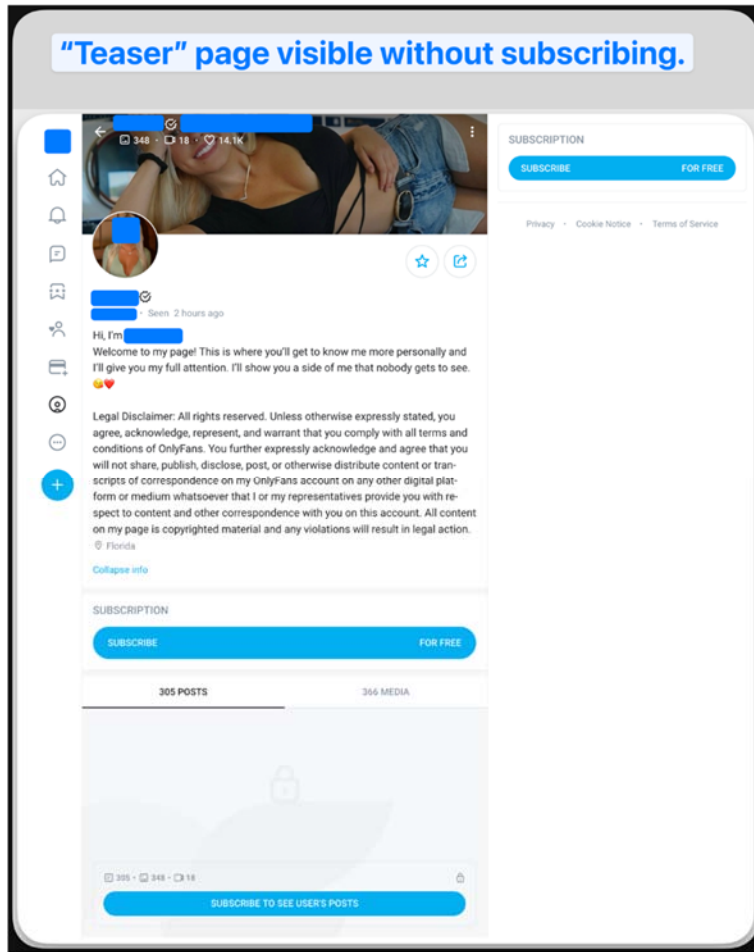


Figure 3. Teaser Page.

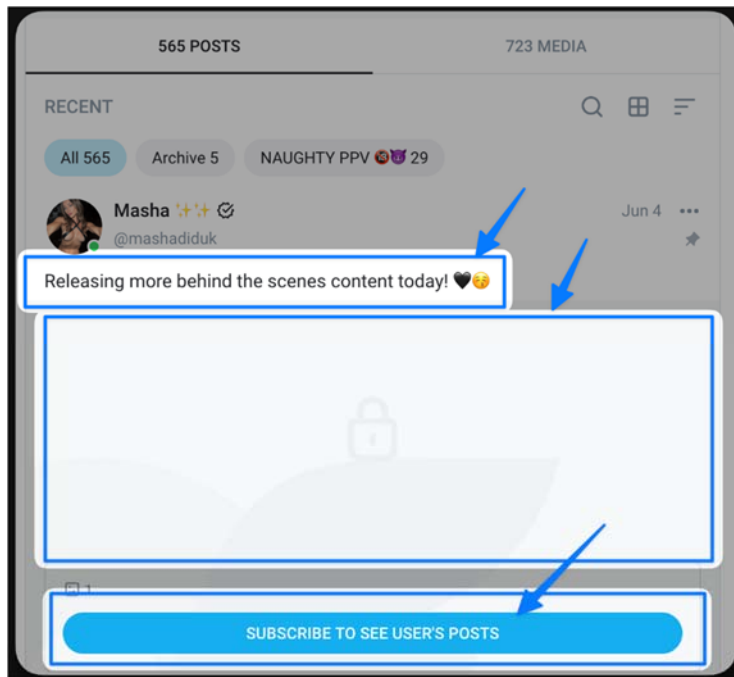


Figure 4. Teaser Post

1 65. To see additional content, a Fan must subscribe to a Creator’s page.

2 66. Clicking “Subscribe” then begins the barrage of “monetization
3 opportunities” that made the OnlyFans platform popular with Creators initially.

4 67. For “Paid Accounts”—*i.e.*, those requiring a paid subscription—Fans
5 must agree to pay a monthly fee (“Subscription Fee”), which is set through the
6 Creator Account. On information and belief, Agency Defendants set the
7 Subscription Fee for each of their Represented Creators.

8 68. OnlyFans’ Terms of Service require Fans to agree to “auto-renew” any
9 subscription they sign up for.¹³ This can be modified, but only by taking the
10 affirmative step of turning the auto-renew function “off” in the account settings—
11 and only *after* the Fan signs up for the subscription.

12 69. To subscribe to *any* account—even a “Free Account”—Fans must add
13 a payment card to their account.

14 70. This makes sense, because while Free Accounts do not charge a
15 monthly Subscription Fee, those accounts can still charge Fans in multiple ways,
16 including:

17 a. **PPV (Pay-Per-View) Content**, which can be offered via direct messages,
18 posts, and/or live streams. OnlyFans emphasizes that especially “[f]or free
19 profiles, using PPVs effectively is crucial to maximizing monetization on
20 OnlyFans.”; and

21 b. **Creator Tips**, which can be in amounts up to \$200, but without any
22 limitation in a given timeframe, and can also be collected via posts,
23 messages, streams, or just through a direct link on a Creator’s profile.
24 OnlyFans recommends that, to “maximize monetization,” Creators have a
25 “tip menu”:
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28 ¹³ Terms of Use for Fans ¶ 8(h), ONLYFANS, <https://onlyfans.com/terms> (last visited June 29, 2024).

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Create A Tip Menu

You can accept tips over DM in exchange for custom content, special requests, advice, recipes, lessons, or almost anything else. Many OnlyFans creators choose to put a tip menu on their pinned post, offering different types of content or engagement in exchange for tips.¹⁴

71. Indeed, OnlyFans specifically touts the high monetization potential of its free Creator accounts. The Creator Center portion of its website emphasizes:

Free Accounts Still Earn Money

It might surprise you that some of the highest-earning creators on OnlyFans don't charge monthly subscription fees. Consider the other advantages that free accounts offer:

- On average, free accounts gain subscribers more quickly
- Fans are less likely to unsubscribe when you take content breaks
- Free accounts have access to pay-per-view posts and streams, and can require Fans to tip first before sending a direct message¹⁵

72. Many free profiles, however, are simply “teaser” accounts intended to funnel Fans to accounts that require a paid subscription.

73. Indeed, OnlyFans encourages the use of multiple accounts to slowly reel in customers, encouraging Creators to “**Build Your Own ‘VIP Section’**”:

A free profile paired with a paid subscription profile is another approach creators use to monetize on OnlyFans. By **teasing some content** on a free profile, you can let your subscribers know that there's more to unlock when they upgrade to your paid profile.

Two tiers of access creates [sic] a low-pressure environment for you to cultivate new fans. Plus, it gives your “VIPs” a way to stay connected with you if they ever need to drop down a tier.¹⁶

¹⁴ Blog Post, *Creator Center, Maximizing Monetization*, ONLYFANS, <https://blog.onlyfans.com/creator-center/> (last visited July 29, 2024).

¹⁵ “*Id.*”

¹⁶ Blog Post, *Creator Center, Advanced Earnings Tools*, ONLYFANS, <https://blog.onlyfans.com/creator-center/> (last visited July 29, 2024).

1 74. Together, Subscription Fees, PPV Charges, and Creator Tips will be
2 referred to as “Premium Content Fees” throughout this Complaint.

3 75. OnlyFans’ platform took off, in large part because of the offer to
4 engage in a connection—a two-way street—with the Creators. Indeed, from
5 academics to marketing professionals, it’s difficult to find any serious analysis of
6 OnlyFans’ success that doesn’t attribute a large part of that success to its promise of
7 “direct connection” between Creators and Fans. Commentators almost universally
8 agree that the predominance of sexually explicit content on the platform—while it
9 may play a large part in its initial attraction—cannot by itself explain OnlyFans’
10 spectacular growth.

11 76. Instead, the site’s most potent lure (and hook) is “the ability to interact
12 directly with one of the content creators.” This differentiates it from pornography,
13 which, “while explicitly sexual, does not offer a personal relationship that one can
14 curate for individuals.”¹⁷ And, on top of this, as one commentator wrote of
15 OnlyFans’ meteoric rise, “The platform was already compelling due to its sexually
16 charged content, but what supercharged the content itself was its ability to be the
17 “supply” for the “demand” of loneliness.”¹⁸

18 77. Fans themselves have confirmed this insight. One Fan, upon
19 discovering that he had been misled into communicating with chatters and not the
20 model he was following, asked “*Why would anyone go on OnlyFans in the first
21 place, when you can get content almost anywhere (free in most cases)? The
22 opportunity to Direct Message the Creator you are subscribed to.*”¹⁹

23 ¹⁷ Julian Frazier, *The Dark Psychology of OnlyFans*, MEDIUM (Sep 22, 2022),
24 [https://medium.com/@julian.frazier.phd/the-dark-psychology-of-OnlyFans-
25 735c22efde6](https://medium.com/@julian.frazier.phd/the-dark-psychology-of-OnlyFans-735c22efde6) (last visited July 29, 2024).

26 ¹⁸ *Id.*

27 ¹⁹ User Post, *Was not chatting to the creator I was subscribed to*, PISSED
28 CONSUMER (May 12, 2023), [https://onlyfans.pissedconsumer.com/32/RT-
P.html?sort=latest#reviews](https://onlyfans.pissedconsumer.com/32/RT-P.html?sort=latest#reviews) (last visited July 29, 2024).

1 78. This explanation for the success of OnlyFans is echoed again and
2 again in media coverage of the site—and by OnlyFans itself, often directly quoting
3 Creators. For example, in a 2019 blog post, OnlyFans profiled a British model,
4 noting that “her advice for OnlyFans creators is to prioritise communication with
5 their fans,” and highlighting a quote in which she emphasizes how critical “direct”
6 messaging is for a Creator’s bottom line:

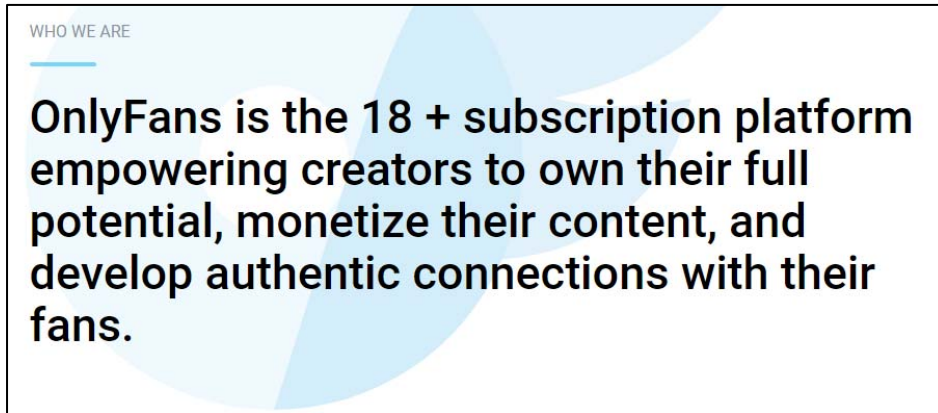
7 One of the most important things to remember to do is to
8 answer all of your DMs! I know this may seem like a
9 daunting job if you have fallen behind on them, but it’s so
10 important. **A lot of people join up just so they can chat
11 with you on a one to one level.** Ignoring DMs or not
12 replying before sending out a mass message could be
13 losing you money. You could miss custom requests,
14 important questions, requests for videos, tips for pics etc.
15 This is a sure way of losing loyal subscribers!²⁰

16 **C. OnlyFans falsely promises Fans “authentic” and “direct” connections
17 with Creators.**

18 79. OnlyFans is not coy or allusive about the fact that the core promise of
19 its platform hinges on the **authenticity of the personal interaction between Fans
20 and Creators.** Its marketing consistently revolves around this idea. Its website and
21 other public statements teem with references to “authenticity” and “direct
22 connection” and “meaningful” engagement.
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27 ²⁰ Blog Post, *How to Earn More on OnlyFans*, ONLYFANS (Oct. 21, 2019),
28 <https://web.archive.org/web/20200518163750/https://blog.OnlyFans.com/how-to-earn-more-on-OnlyFans/> (last visited July 29, 2024).

1 80. On the OnlyFans website it has an “about” page, which promises
2 “authentic connections,” as follows:²¹



10 81. The OnlyFans website also has a page titled: “Our Mission, Vision and
11 Values,” which has been on the website since at least May 2022.²²

12 82. One of OnlyFans’ Values is titled “Empowerment – We Give You
13 Control,” which states: “Giving creators control to own and monetize their content
14 and to foster *authentic relationships* with their followers and fanbase.”²³

15 83. In the “Creator Center” portion of the site introduces OnlyFans as
16 “revolutionizing the way creators connect with their online communities,” and
17 boasts that “more than three million creators have joined the OnlyFans platform to
18 share their creativity, monetize their content, and engage meaningfully with their
19 fans.”

20 84. Describing the types of creators who use the site, OnlyFans
21 emphasizes “models”—on information and belief, the category of creator most
22 likely to be offering sexually explicit content—noting that “[s]ince its launch in
23 2016, models have flocked to OnlyFans to take ownership of how their image is
24 monetized and to directly engage with fans.”

25 _____
26 ²¹ About, ONLYFANS, <https://onlyfans.com/about> (last visited July 29, 2024).

27 ²² Our Mission, Vision And Values, ONLYFANS, <https://onlyfans.com/values>
28 (last visited July 29, 2024).

²³ *Id.* (emphasis added).

1 85. OnlyFans has used this type of language since the platform began. For
2 example, an archived version of the OnlyFans home page from 2017 contains this
3 mission statement:

4 OnlyFans is the social platform **revolutionizing creator**
5 **and fan connections**. The site is inclusive of artists and
6 content creators from all genres and allows them to
7 monetize their content **while developing authentic**
8 **relationships with their fanbase**.

9 86. OnlyFans urges Fans to subscribe to specific Creators using the
10 following language:

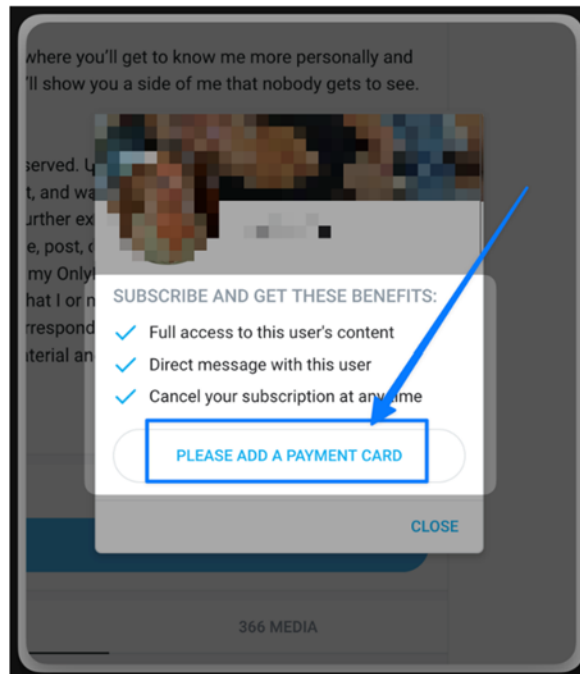
11 **SUBSCRIBE AND GET THESE BENEFITS:**

12 Full access to this user's content

13 **Direct message with this user**

14 Cancel your subscription at any time

15 87. This language is automatically generated by OnlyFans, cannot be
16 removed or modified by Creators, and *appears on every single creator's profile*. As
17 soon as a user clicks the "Subscribe" button on *any* Creator profile—paid or free—
18 a popup containing the subscription benefits language appears:



1 88. Direct messaging or “DM” has a very specific meaning. It indicates
2 that messages are being sent between two people, they are only visible to the sender
3 and recipient, and they are being sent in real time.²⁴

4 89. OnlyFans’ marketing on Social Media, like Twitter/X (referred to
5 herein as Twitter) and Instagram likewise often and repeatedly endorsed, published,
6 and emphasized the opportunity to “direct message,” “DM,” directly “chat,” chat “1
7 on 1,” and build personal and authentic relationships with specific Creators. Some
8 of the many examples include:

9 a. On January 17, 2021, OnlyFans posted on Twitter:²⁵

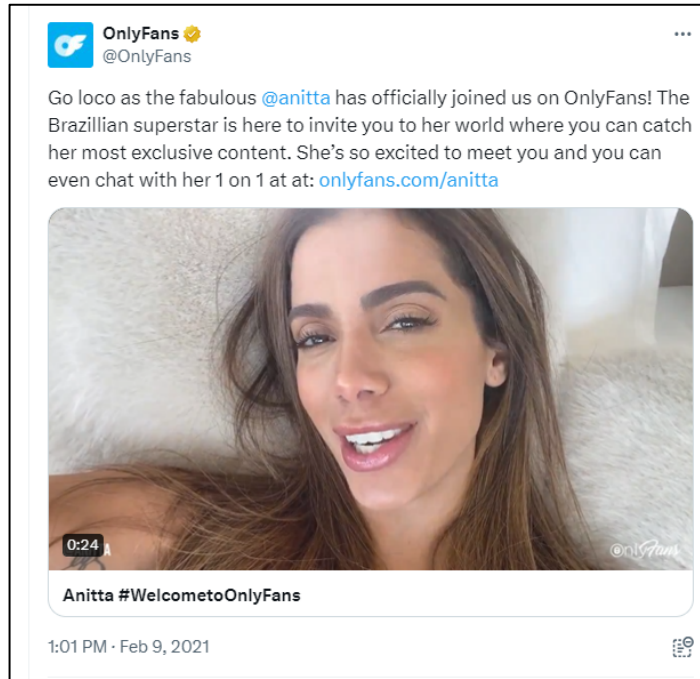


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24 ²⁴ See Blog Post, *What is direct messaging?*, SLACK,
25 [https://slack.com/blog/collaboration/direct-messaging-
26 guide#:~:text=Direct%20messaging%20is%20a%20private,your%20conversation%
27 20history%20for%20reference](https://slack.com/blog/collaboration/direct-messaging-guide#:~:text=Direct%20messaging%20is%20a%20private,your%20conversation%20history%20for%20reference) (last visited July 29, 2024).

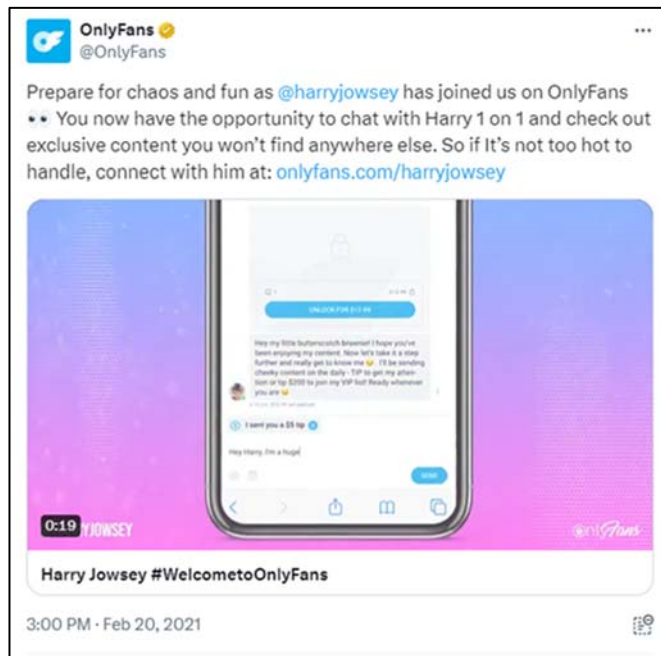
28 ²⁵ OnlyFans (@OnlyFans), TWITTER (Jan. 17, 2021),
<https://twitter.com/OnlyFans/status/1350895752571211777> (last visited July 29,
2024).

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b. On February 9, 2021, OnlyFans posted on Twitter:²⁶



c. On February 20, 2021, OnlyFans posted on Twitter:²⁷



²⁶ OnlyFans (@OnlyFans), TWITTER (Feb. 9, 2021), <https://twitter.com/OnlyFans/status/1359230912416935936> (last visited July 29, 2024).

²⁷ OnlyFans (@OnlyFans), TWITTER (Feb. 20, 2021), <https://twitter.com/OnlyFans/status/1363247215351894019> (last visited July 26, 2024).

- 1 d. In the accompanying promotion video, Harry Jowsey, who is managed by
2 Unruly, says: “I’ll also be able to talk to you 1 on 1, we can chat every
3 single day, who knows where we’ll take this.”²⁸
4 e. On May 26, 2021, OnlyFans posted on Twitter:²⁹



26 ²⁸ *Id.*

27 ²⁹ OnlyFans (@OnlyFans), TWITTER (May 26, 2021),
28 <https://twitter.com/OnlyFans/status/1397646448502640644> (last visited July 26, 2024).

1 f. On September 10, 2021, OnlyFans posted on Twitter:³⁰



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12 g. On December 22, 2021, OnlyFans posted on Twitter:³¹



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25 ³⁰ OnlyFans (@OnlyFans), TWITTER (Sept. 10, 2021),

26 <https://twitter.com/OnlyFans/status/1436381823446228994> (last visited July 26, 2024).

27 ³¹ OnlyFans (@OnlyFans), TWITTER (Dec. 22, 2021),

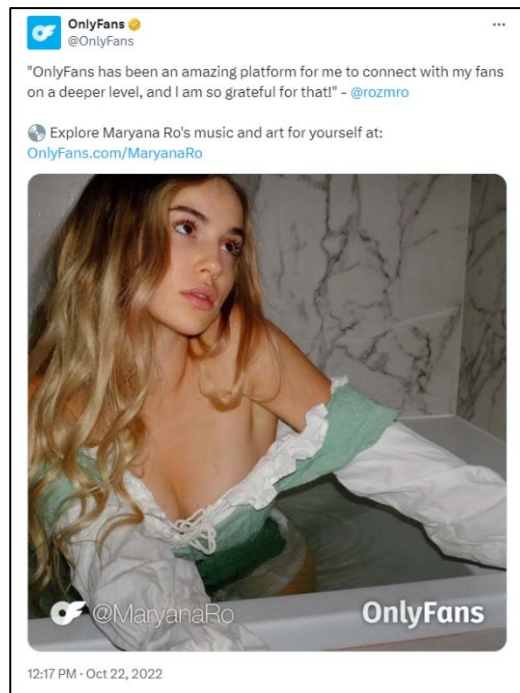
28 <https://twitter.com/OnlyFans/status/1473752805982752782> (last visited July 26, 2024).

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h. On January 6, 2022, OnlyFans posted on Twitter:³²



i. On October 22, 2022, OnlyFans posted on Twitter:³³

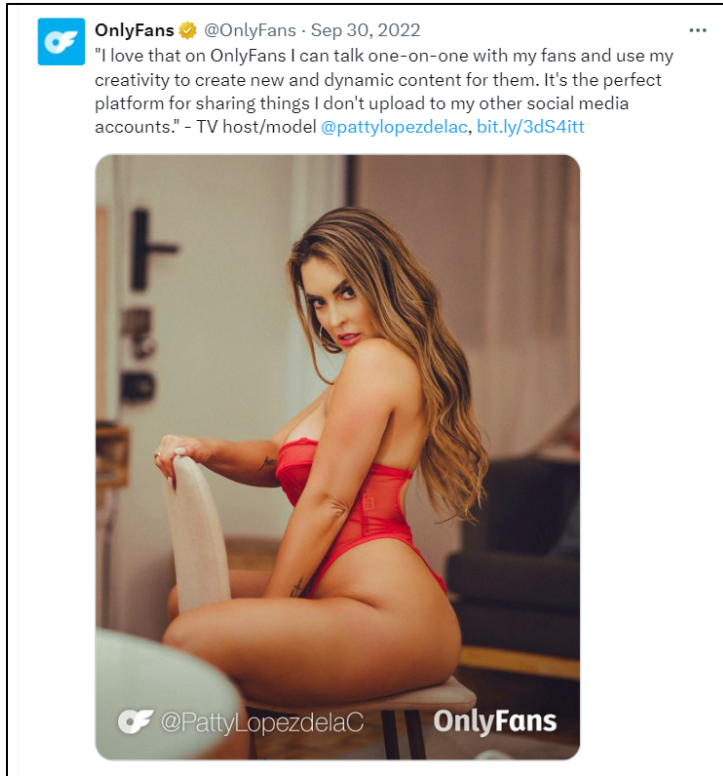


³² OnlyFans (@OnlyFans), TWITTER (Jan 6, 2022), <https://twitter.com/OnlyFans/status/1479106211383369733> (last visited July 26, 2024).

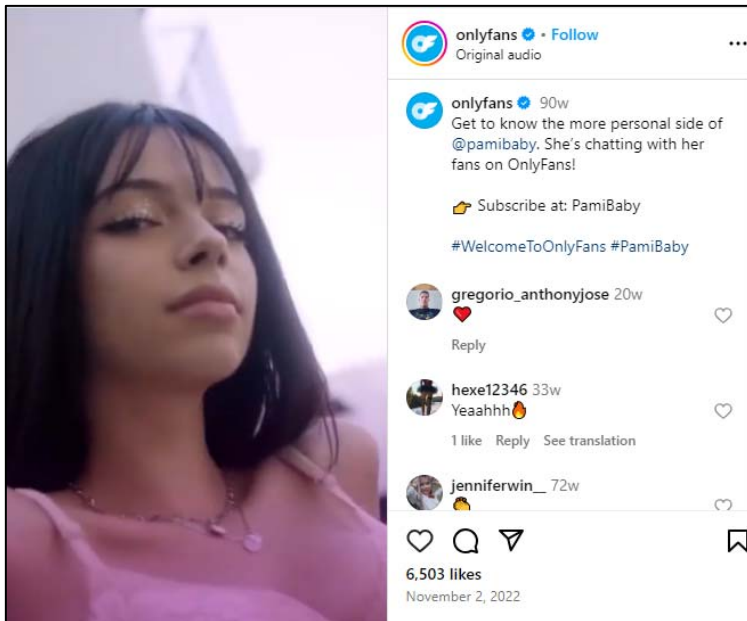
³³ OnlyFans (@OnlyFans), TWITTER (Oct. 22, 2022), <https://twitter.com/OnlyFans/status/1583900250489511937> (last visited July 29, 2023).

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j. On September 30, 2022, OnlyFans posted on Twitter:³⁴



k. On November 2, 2022, OnlyFans posted on Instagram:³⁵

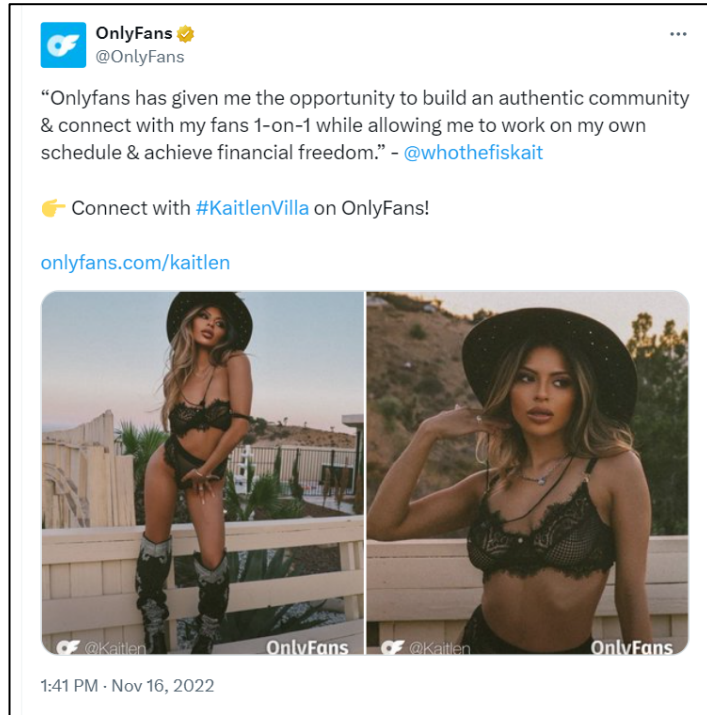


³⁴ OnlyFans (@OnlyFans), TWITTER (Sept. 30, 2022), <https://x.com/OnlyFans/status/1575895007659233285> (last visited July 29, 2024).

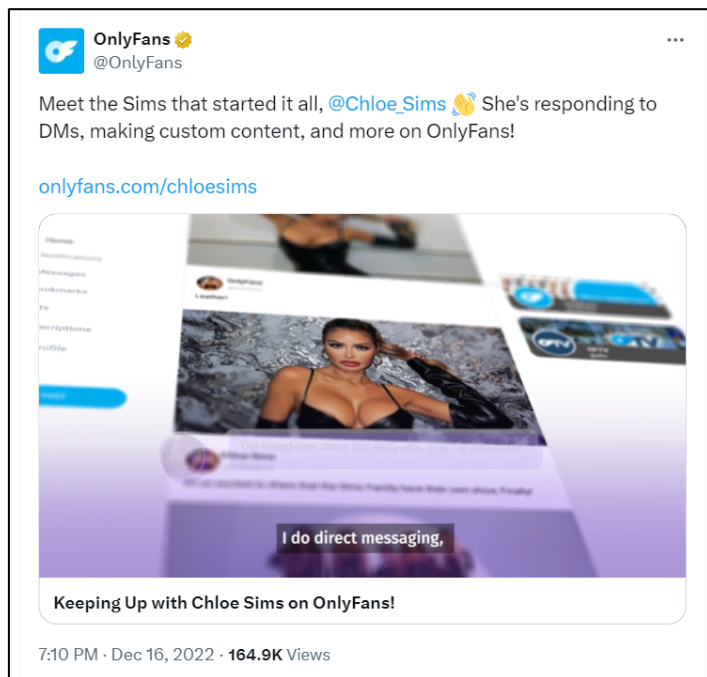
³⁵ OnlyFans (@OnlyFans), INSTAGRAM (Nov. 2, 2022), <https://www.instagram.com/p/CkeGR5zMSJ5/?hl=en> (last visited July 19, 2024).

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1. On November 16, 2022, OnlyFans posted on Twitter:³⁶



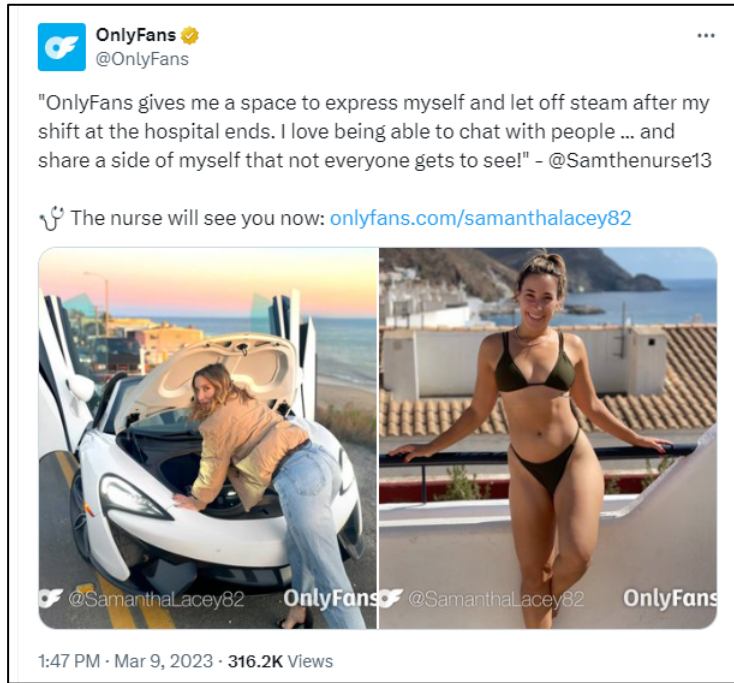
m. On December 16, 2022, OnlyFans posted on Twitter:³⁷



³⁶ OnlyFans (@OnlyFans), TWITTER (Nov. 16, 2022), <https://x.com/OnlyFans/status/1592981269775646720> (last visited July 26, 2024).

³⁷ OnlyFans (@OnlyFans), TWITTER (Dec. 16, 2022), <https://x.com/OnlyFans/status/1603935543720656897> (last visited July 26, 2024).

1 n. On March 9, 2023, OnlyFans posted on Twitter:³⁸



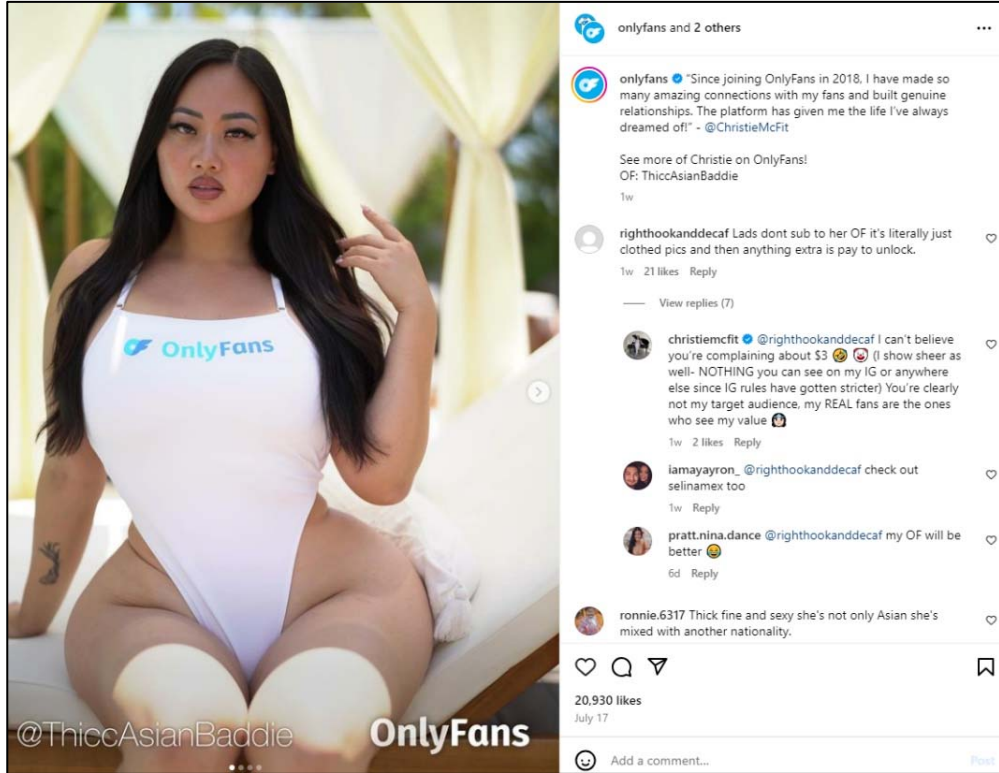
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13 o. On May 3, 2024, OnlyFans posted on Instagram: “OnlyFans empowers
14 me to express myself while connecting personally with my fans.”³⁹



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25 ³⁸ OnlyFans (@OnlyFans), TWITTER (Mar. 9, 2023),
26 <https://x.com/OnlyFans/status/1633932464627548160> (last visited July 26, 2024).

27 ³⁹ OnlyFans (@OnlyFans), INSTAGRAM (May 3, 2023),
28 https://www.instagram.com/p/C6hHkbNvRAv/?hl=en&img_index=1 (last visited July 26, 2024).

1 p. On July 17, 2024, OnlyFans posted on Instagram: “Since joining
 2 OnlyFans in 2018, I have made so many amazing connections with my fans and
 3 built genuine relationships.”⁴⁰



16 90. The problem, of course, is that truly “direct,” “1 on 1,” “genuine,” and
 17 “authentic” communication doesn’t “scale up” very well, so **OnlyFans’**
 18 **representations to Fans are directly at odds with its business model.**

19 **D. OnlyFans allows the “Chatter Scams” because it financially benefits**
 20 **OnlyFans.**

21 91. In economic theory terms, OnlyFans is what economists call a “two-
 22 sided market” or a “two-sided platform.”⁴¹ But the idea that OnlyFans is merely a
 23 facilitator—providing merely a “marketplace” between two groups of users—
 24

25 ⁴⁰ OnlyFans (@OnlyFans), INSTAGRAM (Jul. 19, 2024),
 26 https://www.instagram.com/p/C9iEaYWvDLE/?hl=en&img_index=1 (last visited
 27 July 26, 2024).

28 ⁴¹ Two-sided market, WIKIPEDIA, [https://en.wikipedia.org/wiki/Two-
 sided_market](https://en.wikipedia.org/wiki/Two-sided_market) (last visited July 29, 2024).

1 obscures the reality that OnlyFans has vastly lop-sided incentives when it comes to
2 protecting the interests of each group, which has resulted in allowing the Chatter
3 Scams to increase its own profits.

4 92. Because OnlyFans takes a cut of Creators' revenues—and those
5 revenues represent the vast majority, if not all, of OnlyFans' own revenues—
6 OnlyFans' ability to increase its own profit relies in large part on its ability to
7 attract *Creators*—something it has done by emphasizing their ability not just to
8 make money from their content, but to increase that money exponentially by
9 increasing and communicating with their Fan base.

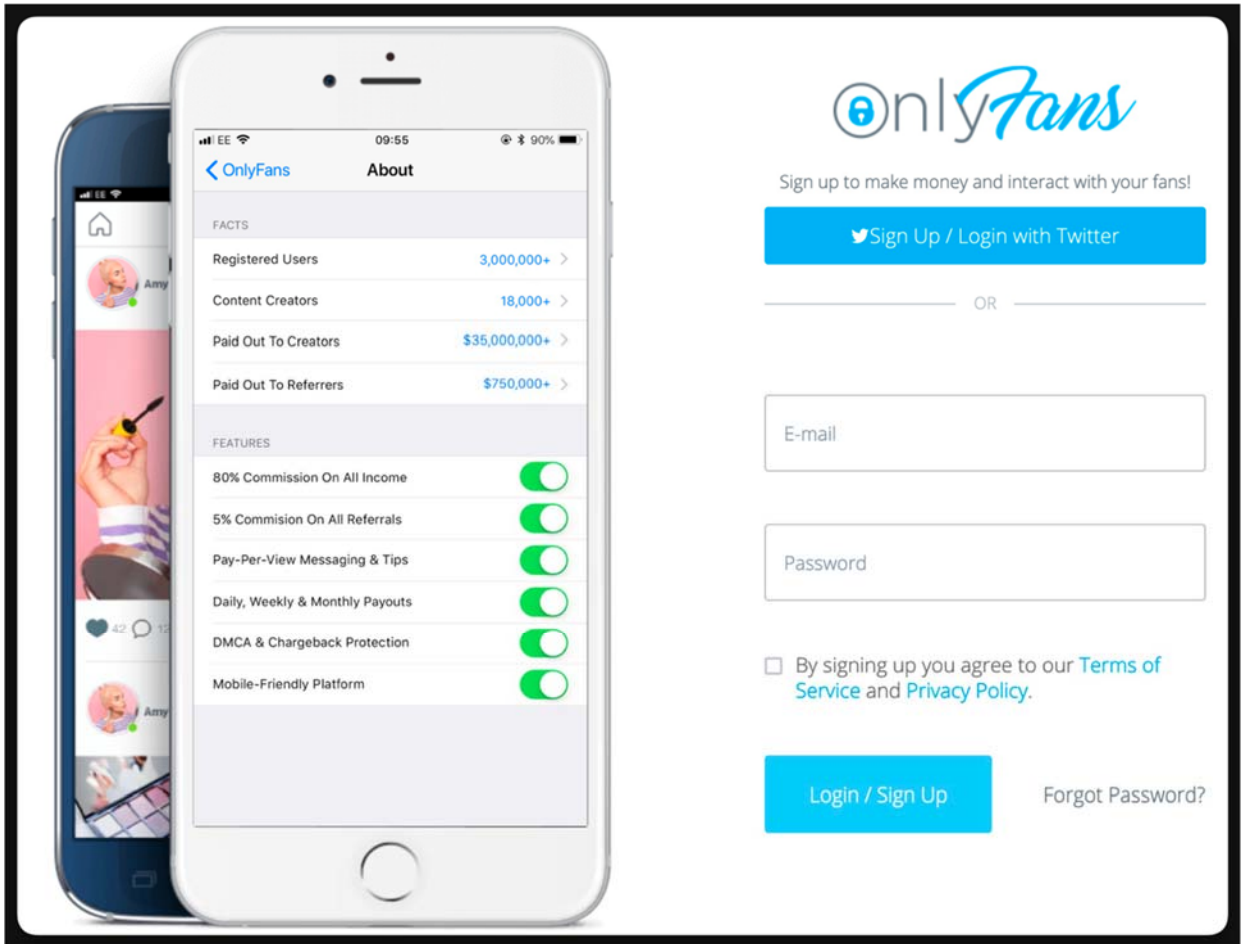
10 93. The primary narrative of OnlyFans' own documents—in both publicly
11 filed financial reports and public-facing materials (including the OnlyFans
12 website)—revolves around the platform's goal of “empower[ing]” Creators to
13 monetize their content. For example, FIL's financial reports filed in August 2023
14 emphasize that “[a]s OnlyFans continues to grow, The Group continues to invest in
15 the scaling and development of the platform and product development **to better**
16 **serve the Creator community** and to enhance its best in class safety controls.”⁴²

17 94. OnlyFans' marketing was geared almost exclusively towards Creators
18 for at least the first few years of its existence.

19 95. For example, until at least mid-2019, OnlyFans' home page featured,
20 on one side, a “Subscribe” button with the tagline: “Sign up to make money and
21 interact with your fans!” On the other side, it showed an image of a smartphone
22 screen containing an “About” page for OnlyFans designed to look like a settings
23
24

25 ⁴² *Fenix International Limited Strategic Report for the Year Ended 30 November*
26 *2022*, filed with UK Companies House at 1, [https://find-and-update.company-](https://find-and-update.company-information.service.gov.uk/company/10354575/filing-history/MzM5MDY3MzE3MWFkaXF6a2N4/document?format=pdf&download=0)
27 [information.service.gov.uk/company/10354575/filing-](https://find-and-update.company-information.service.gov.uk/company/10354575/filing-history/MzM5MDY3MzE3MWFkaXF6a2N4/document?format=pdf&download=0)
28 [history/MzM5MDY3MzE3MWFkaXF6a2N4/document?format=pdf&download=0](https://find-and-update.company-information.service.gov.uk/company/10354575/filing-history/MzM5MDY3MzE3MWFkaXF6a2N4/document?format=pdf&download=0)
(last visited Jul. 28, 2024).

1 screen, with emphasis on the details of how (and how much) OnlyFans pays
 2 Creators. *See below*, Figure 5.



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18 **Figure 5.** *OnlyFans Home Page, geared toward Creators—not Fans*

19
20 96. Only much later did OnlyFans change the subscription tagline to the
 21 more Fan-focused tagline: “Sign up to support your favorite creators.”

22 97. Because OnlyFans profits when Creator accounts profit, OnlyFans has
 23 no incentive to protect Fans’ interests and every incentive to encourage anything—
 24 or any entity—that increases a Creator’s revenue and makes good on the platform’s
 25 promise to “empower” Creators, regardless of the effect on Fans.

26 98. Perhaps the most egregious activity implicitly encouraged and
 27 purposely overlooked or permitted by OnlyFans is the use of professional
 28 “chatters” to impersonate OnlyFans Creators in order to manipulate Fans into

1 paying as much as possible for PPV content and tips, and to turn a single Creator
2 account into as many “personal” relationships as possible—24 hours a day, 7 days a
3 week. This Complaint refers to this as the “Chatter Scams.”

4 **E. Anatomy of the Chatter Scams**

5 99. The Chatter Scams are primarily perpetrated by “management
6 agencies” such as the Agency Defendants on behalf of and at the direction of the
7 Creators. As described in more detail below, these agencies sell their services to
8 OnlyFans Creators with promises that they can increase a Creator’s revenue
9 exponentially—without the Creator ever having to actually do what OnlyFans
10 promises: “directly connect” with Fans. Together, the Creators and Agency
11 Defendants work in unison to sign up as many Fans as possible while ensuring the
12 Creators have no real role in communications with their Fans.

13 100. Unlike simply posting content and charging for it, the Chatter Scams
14 involve industrial levels of coordination and data management to convince
15 individual Fans that they are actually having a direct interaction with a given
16 Creator.

17 101. On information and belief, once a Creator engages an agency to
18 operate his or her account, the agency takes over the Creator’s account and operates
19 all aspects of the Creator’s account.

20 102. Working in partnership with their Creators—and always with full
21 permission and authority from those Creators, as their agents—agencies contract
22 with chatters to conduct most, if not all, of the communications between the
23 Creators and the Fans. Without the Fans knowledge, the chatters impersonate the
24 Creators when direct messaging with Fans.

25 103. Agencies often use chatters of all genders and ages from countries like
26 the Philippines or Venezuela, where they can find relatively well-educated,
27 English-speaking (or even multilingual) workers—but pay them a fraction of what
28

1 the required skillset would command in the U.S. labor market. On information and
2 belief, most agencies pay chatters approximately \$3–\$4 dollars per hour.

3 104. Chatter positions—sometimes referred to using deliberately oblique
4 terms like “account manager” or “virtual assistant”—are openly advertised online,
5 and entire online discussion forums have developed around the jobs. Some forums
6 discuss how to get a chatter job, how chatters can avoid scammers posing as
7 “legitimate” agencies, what to expect in terms of pay, and even the difficulty of the
8 working conditions.

9 105. For example, several chatters post on the *r/onlyfanschatter* subreddit,
10 where posts have included chatters discussing the labor abuses they suffer at the
11 hands of agencies, such as being forced to work 70-hour weeks or being fired for
12 missing shifts for circumstances outside their control (e.g., power outages). Another
13 chatter lamented the fact that chatters are being treated like “robots,” and felt the
14 need to assert: “We’re humans, we feel.”

15 106. One chatter (a man in Venezuela) laid out the logistical difficulties
16 inherent in attempting to convince multiple Fans they were speaking to the same
17 young American model—and spoke in graphic detail about the psychological toll of
18 the job:

19 Talking to hundreds of weirdos per shift while looking at
20 their d***s and telling them how big it is (even if it’s not)
21 is not that easy. You are always talking to 10–15 guys at
22 the same time. You also have to send mass DMS (which
23 they think is a dm just for them, but you are sending it to
24 everyone) every 15–25 minutes... It’s actually a very
25 organized job. I am not saying it’s the hardest, but
26 definitely consuming. As for the payment, third world
27 country payment so about 500\$ monthly for us (which is
28 nothing considering each creator’s account made 15k-30k
monthly

107. Chatters, once hired, are expected to learn as much as possible about
the Creator they will be impersonating, and are often given very explicit directions

1 about how to sound as much like the Creator as possible. One journalist who went
2 “undercover” as an OnlyFans chatter described his first assignment like this:

3 The agency’s manager sent me a background memo about
4 the woman I’d be playing, a purported 21-year-old
5 university student blessed with physical proportions that
6 are in vogue these days. **To ensure that my performance
7 was as authentic as possible, I spent two hours
8 committing all of her details to memory:** her favorite
9 programming language, her favorite sushi roll, her
10 favorite classic rock band, the width of her rear end. The
11 memo also contained notes regarding her preferred
12 chatting style (**I had to strive to be “40 percent girly”**)
13 and a pricing guide to all the exclusive content in her
14 “vault.”⁴³

108. Agencies even provide chatters with actual “scripts” similar to those
11 used by telemarketers and call center employees, which give chatters a specific
12 workflow to follow in order to maximize the amount of money extracted from any
13 given Fan. One online commentator described how “each ‘chatter’ is given a
14 carefully designed script to follow in their messages. The script has been designed,
15 just as a sales script is, to lead the Fan into getting into a ‘buying mood’ and to end
16 up buying content.”

109. The interactions that often garner the most money is those in which a
17 Fan pays for “custom” PPV content created (ostensibly) specifically for that
18 individual Fan. It is very common for Fans to request custom videos from
19 Creators—often spending hundreds of dollars for a single video.

110. Agencies must have sophisticated processes in place to facilitate the
21 generation of custom content. The workflow for a given agency might vary slightly,
22 but often looks something like the following:

23 q. The agency requires a Creator to create a certain amount of “stock”
24 content, in the form of prerecorded videos and contemporaneous still
25

26
27 ⁴³ Brendan I. Koerner, *I Went Undercover as a Secret OnlyFans Chatter. It
28 Wasn’t Pretty*, WIRED, <https://www.wired.com/story/i-went-undercover-secret-onlyfans-chatter-wasnt-pretty/> (last visited July 29, 2024).

1 photos, on a regular (usually weekly) basis. That content is uploaded to
2 the cloud using a service like Dropbox or Google Drive, which can then
3 be accessed by agency employees or contractors and used to populate a
4 Creator’s OnlyFans “Vault”—a specific online location provided by
5 OnlyFans and designed to keep “exclusive” content accessible only to
6 paying customers.

7 a. Acting on behalf of and as the agent of the Creator, the agency provides
8 chatters with direct access to the Creator’s OnlyFans account—whether
9 directly (by providing chatters with login information) or indirectly (via
10 third-party CRM software such as SuperCreator (described below)).⁴⁴

11 a. Chatters communicate with Fans directly or indirectly through the
12 OnlyFans account, impersonating the Creator in order to sell Fans content
13 from the Creator’s Vault and/or obtain Fans’ requests for specific
14 “custom” content.

15 b. When a Fan requests custom content, the chatter notifies the Creator of
16 the request (“Chatter–Fan Communication”). The specific communication
17 technology varies, but on information and belief, always takes place
18 outside of the OnlyFans platform itself—via, for example, a Slack
19 channel, a text or WhatsApp message, or a Google spreadsheet, in which
20 the chatter enters information about the custom request, including:

- 21 • The date of request;
- 22 • The Fan’s name and/or username;
- 23 • A link to the Fan’s profile on OnlyFans;
- 24 • The price being charged for the custom content; and

25
26 ⁴⁴ Agencies almost universally require Creators, as a condition of
27 “representation” by the agency, to provide direct access to and control over their
28 OnlyFans accounts. Thus, the Creator never has to log into or operate the account
for the operation to run smoothly.

- 1 • A copy of the Fan’s original communication providing details about
2 the content desired.

3 111. In addition to requesting custom content, it is common for Fans send
4 their own photos or videos (“Fan-Generated Content”) to a Creator and ask for the
5 Creator’s reaction to the content—in which case the Chatter–Creator
6 Communication may also contain that Fan-Generated Content. Fan-Generated
7 Content often contains extremely private or sensitive material—in some cases, for
8 example, asking a Creator to “rate” some aspect of the Fan’s sexual anatomy.

9 112. Agencies do not require chatters to be similar in any way to the
10 Creators they impersonate: indeed, reports abound on the internet of Filipino or
11 Venezuelan males being paid to impersonate young American female Creators.

12 113. These reports—and other details about the Chatter Scams—have
13 increasingly appeared as “exposés” in mainstream publications, including:

14 The New York Times, which, in May 2022, published an article
15 entitled “The ‘E-Pimps’ of OnlyFans: Clever marketers have
16 figured out how easy it is to simulate online intimacy at scale,
17 ventriloquizing alluring models with cheap, offshore labor.”

18 c. Wired Magazine (“I Went Undercover as a Secret OnlyFans Chatter. It
19 Wasn’t Pretty.”) (May 15, 2024).

20 d. El Pais (“\$500 a day to pretend to be a model: The big business behind
21 OnlyFans ‘chatters’”) (November 2023).

22 e. Cosmopolitan Magazine (“Watch out for the OnlyFans pimps: can they
23 really make you millions?”) (June 24, 2024).

24 114. Some reports describe individual chatters who are morally conflicted
25 about their work.

26 115. For example, the Venezuelan chatter quoted above—after talking
27 about the level of organization required for the job—went on to say:

28 **I feel bad because I talked to MANY guys who fell in
love for a girl who doesn’t even know they exist and**

1 **we had to take as much money as we could from**
 2 **everyone, that was the goal.**⁴⁵

3 116. And in 2021, chatters employed by Defendant Unruly Agency sued the
 4 agency for wage theft, unlawful termination, and the intentional infliction of
 5 emotional distress. As Business Insider reported:

6 In the suit, [the chatters] also broke an informal code of
 7 silence around the company by saying Unruly required
 8 them “to intentionally lie to, dupe, and mislead fans.” . . .
 9 The lawsuit, which includes examples of conversations in
 10 which account managers pretended to be [model Abby
 11 Rao], says that the fans who pay to message Unruly
 12 **clients believe they are “communicating directly with the**
 13 **models,”** and they, in turn, divulge their “deepest and
 14 innermost personal secrets including sexual fantasies and
 15 fetishes, marital troubles, suicidal ideations, and other
 16 private desires to [the chatters].”

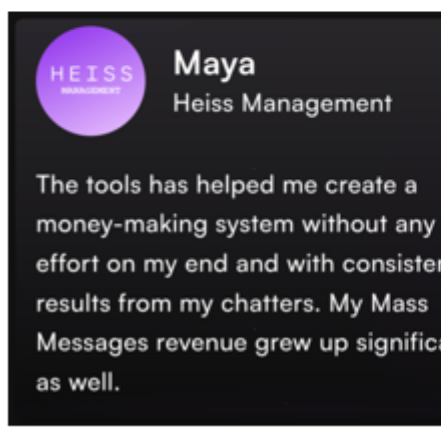
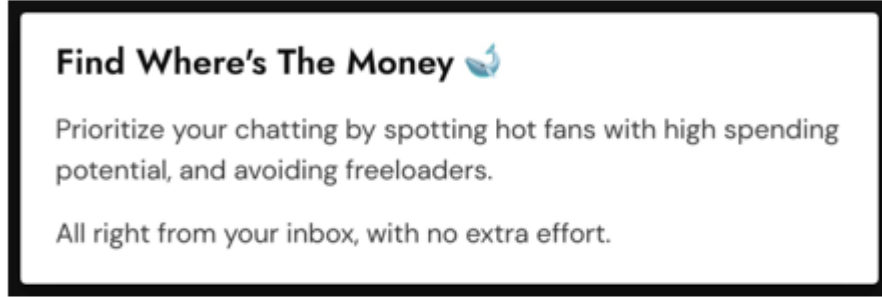
17 “For instance, one fan lamented the demise of his
 18 marriage (and provided intimate details regarding the
 19 same) and details about his sexual fantasies to [a chatter]
 20 believing that she was [Rao], and he continued to send in
 21 money on the basis of this deception,” the lawsuit says.
 22 **“You’re basically a professional scammer,” Emma said**
 23 **of working at Unruly.**

24 117. For the most part, though, the agencies engaged in Chatter Scams
 25 don’t appear to have any qualms about defrauding Fans—often using terms like
 26 “farming” to refer to the process of fleecing or squeezing Fans for as much money
 27 as possible.

28 118. In addition, multiple companies in recent years have developed
 specialized tools designed to facilitate the use of a single OnlyFans account by
 multiple people—including, explicitly, teams of Chatters. These tools are
 essentially customer relationship management (“CRM”) software designed to allow
 agency teams to access OnlyFans simultaneously.

⁴⁵ MediaVSReality, *The Dirty Secrets About OnlyFans that Nobody Seems to Know*, MEDIUM, <https://mediavsreality.medium.com/the-dirty-truth-about-onlyfans-c82b5ef1b151> (last visited July 29, 2024).

1 119. For example, an application called “SuperCreator” explicitly
2 advertises to agencies and Creators their ability to facilitate the use of OnlyFans
3 accounts by Chatters. See the Figures below, all taken from the SuperCreator
4 website:⁴⁶



22 120. On information and belief, OnlyFans is aware of the use of CRM
23 software on its platform—as well as the fact that the use of such software violates
24 OnlyFans’ Terms of Service—but chooses to do nothing to prevent the use of such
25

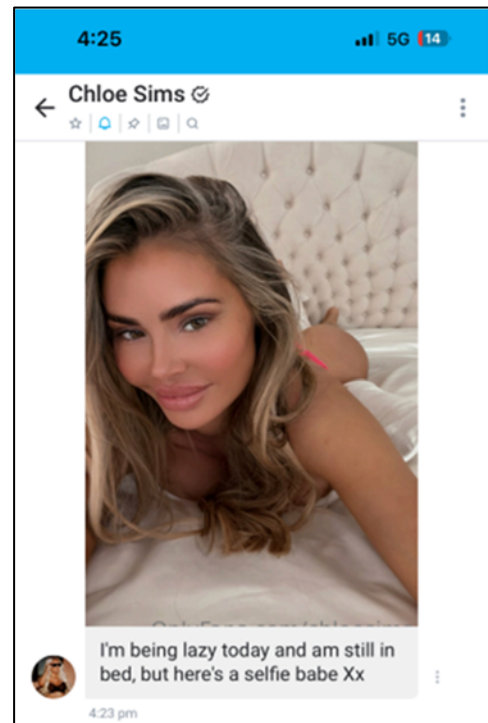
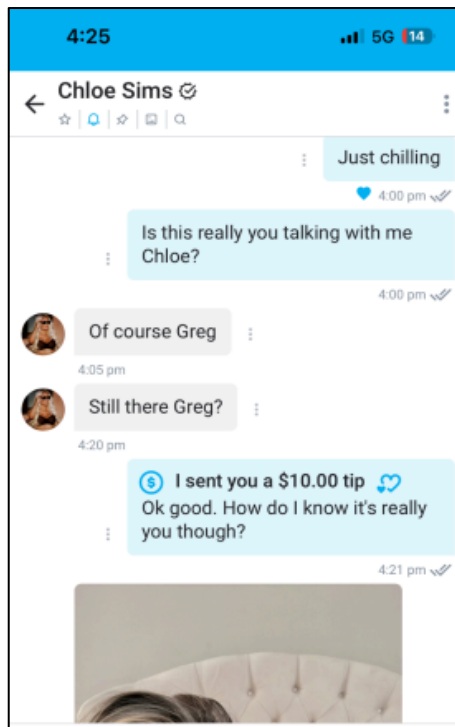
26 _____
27 ⁴⁶ Features, SUPERCREATOR,
28 https://supercreator.app/features/?utm_content=sess_1717808225737_3y8kr0lsb8u
(last visited accessed June 7, 2024).

1 software in order to continue profiting from the increased revenues facilitated by
2 the CRM software.

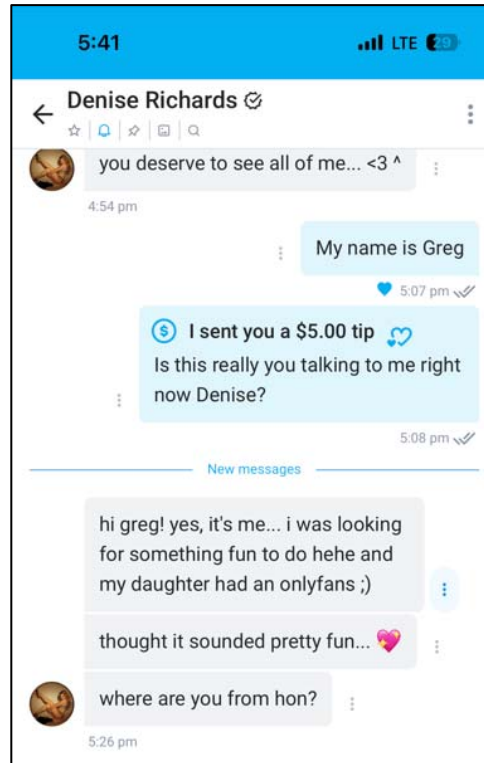
3 121. Nor do the agencies appear to have much fear of reprisal from
4 OnlyFans—even though the Chatter Scams blatantly violate OnlyFans’ company
5 policies, as described in more detail below.

6 122. OnlyFans knows that its Creators are not personally chatting with
7 Fans. For example, OnlyFans promotes that fans can direct message with Chloe
8 Sims, *see* paragraph 0(i) *supra*, yet OnlyFans filmed an “OnlyFans Original” reality
9 show that followed Ms. Sims while filming the show. Despite substantial time on
10 camera for a long period of time, nowhere did it show Ms. Sims communicating
11 with Fans. Yet, on information and belief, Ms. Sims brings in over \$100,000 a
12 month.

13 123. But when a Fan communicates with Ms. Sims, she assures them
14 it is her:



1 124. Similarly, Denise Richard reportedly makes \$2,000,000 a month on
 2 OnlyFans. Yet she also tells Fans that they are communicating directly with her,
 3 that she is “personally answering” comments, even though she could not possibly
 4 be direct messaging with her Fans:



17 **F. OnlyFans knows or should know that Chatter Scams are rampant on the**
 18 **platform.**

19 125. The prevalence of Chatter Scams has long been an open secret to
 20 industry insiders, and while OnlyFans publicly disavows any association with the
 21 management agencies, myriad evidence supports an inference that OnlyFans is
 22 aware of the Chatter Scams.

23 126. Indeed, despite the fact that the platform’s policies contain specific
 24 terms purporting to prohibit Creators from allowing anyone else to even access
 25 their accounts, other terms found in the policies specifically contemplate that a
 26 Creator might “have an agent, agency, management company or other third party”
 27 which not only “assists” the Creator with “the operation of [the] Creator account,”
 28 but possibly “operates it on...behalf” of the Creator.

1 127. Tellingly, however, that language appears *only* in the provisions of the
 2 policies purporting to limit OnlyFans’ liability for the actions of third parties, where
 3 it provides that “Only individuals can be Creators. Every Creator is bound
 4 personally by the Terms of Service. **If you have an agent, agency, management
 5 company or other third party which assists you with the operation of your
 6 Creator account (or operates it on your behalf)**, this does not affect your
 7 personal legal responsibility.”⁴⁷

8 128. One Creator—formerly represented by Defendant Siren Agency—
 9 described the incentives for the informal code of silence that exists in the industry
 10 with respect to the use of chatters by agencies. In an interview posted on YouTube,
 11 in which she described the experience of being represented by Siren Agency, the
 12 Creator, named Riley, explained:

13 [T]he reason a lot of [OnlyFans] models don’t want to
 14 come forward and tell people what their experience is
 15 because [OnlyFans] is supposed to be this fan-based,
 16 personal experience that you’re supposed to get with the
 17 model. So if you’re saying, “Hey, I had this agency
 18 messaging for me,” they’re not going to look at that as,
 19 “oh, I wanted to better your experience.” It’s like, “wow,
 20 you couldn’t even message me. And that’s what it’s for.”
 21 So I totally get why people aren’t coming out and
 22 speaking out about it. . . . Nobody wants to say, “Hey,
 23 there was someone messaging . . . that wasn’t me
 24 messaging me—but it *was*.”

25 **OnlyFans actively monitors the traffic on its platform—including
 26 information that would allow OnlyFans to detect the use of
 27 chatters by a Creator Account.**

28 129. Evidence of OnlyFans’ actual knowledge of the Chatter Scams is
 bolstered by evidence that if nothing else, OnlyFans *should know* about the scams
 from monitoring its platform—something it not only admits doing, but actively
 touts as part of its emphasis on “safety.” In 2022, for example, OnlyFans’ then-

⁴⁷ Terms of Use for Creators ¶ 7, ONLYFANS, <https://onlyfans.com/terms> (last visited June 29, 2024) (emphasis added).

1 CEO Ami Gan told Time magazine that “[s]afety is ultimately the foundation of our
2 entire business,” boasting that the company’s verification protocols were so robust
3 that “we have no anonymity on the platform; we know who everyone is.” She went
4 on to describe what she called the platform’s “very robust content moderation,”
5 confirming that not only can OnlyFans monitor the activity happening on Creator
6 accounts, but the company prides itself on doing so: “Everything on OnlyFans, we
7 see it, we’re able to view it, moderate it, and make sure that everyone is following
8 our terms of service. While we do use some automated technologies to help us
9 prioritize content, ultimately everything on the site is reviewed by a human.”⁴⁸

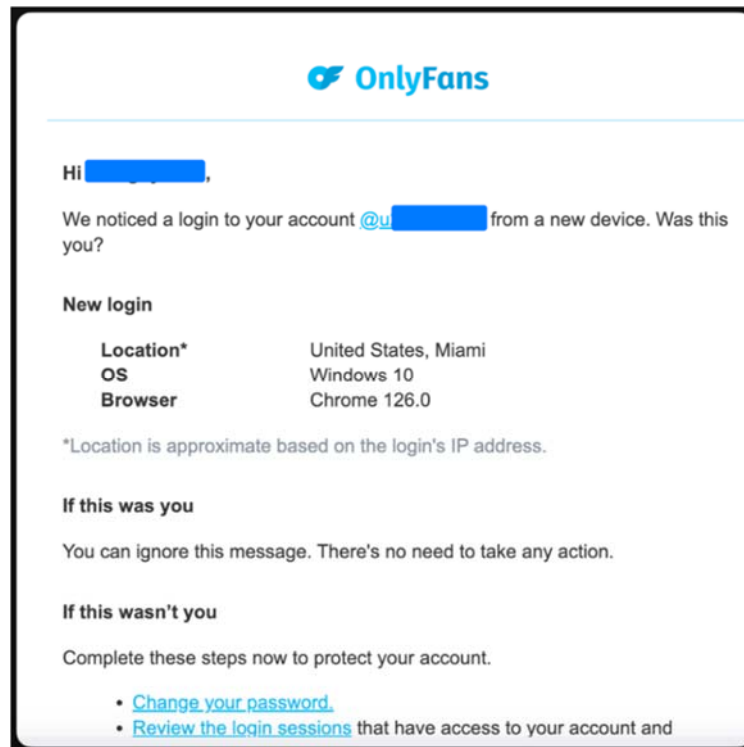
10 130. These statements are also consistent with OnlyFans’ Privacy Policy,
11 which claims to be collecting customer data *for the specific purpose of detecting*
12 *deceptive activity*— explaining that one of the reason the company collects and
13 processes customer data is the purpose of “[m]onitoring transactions and company
14 network, systems, applications, and data” in order to, among other things, “detect
15 malicious, deceptive, fraudulent, or illegal activity.”⁴⁹

16 131. This not only (falsely) suggests to Fans that OnlyFans is actively
17 trying to prevent fraud and deceptive conduct but demonstrates that OnlyFans has
18 the *ability* to do so given the type of data it collects.

25 ⁴⁸ Raisa Bruner, *OnlyFans CEO Ami Gan Wants to Dispel Misconceptions*
26 *About the Company*, TIME (July 31, 2022), <https://time.com/6202306/onlyfans-ceo-ami-gan-interview/> (last visited July 29, 2024) (emphasis added).

27 ⁴⁹ Privacy Policy ¶ 11, OnlyFans, <https://onlyfans.com/privacy> (last visited July
28 29, 2024).

1 132. For example, data gathered about the use of the “company network” or
 2 “systems” includes information about how many different devices are logged into
 3 an account at a given time, as well as where those devices are located. The fact that
 4 OnlyFans routinely gathers this information is evident in the “security” emails it
 5 sends to users when an account is accessed from a new device or a new location,
 6 *see Error! Reference source not found., below*—and the fact that it even provides
 7 account holders (both Fans and Creators) with information on specific “login
 8 sessions” occurring on their accounts, *see Error! Reference source not found.,*
 9 *below.*



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22 **Figure 6.** *Email sent from OnlyFans to a user after a new login attempt*
 23 *from an unusual location*

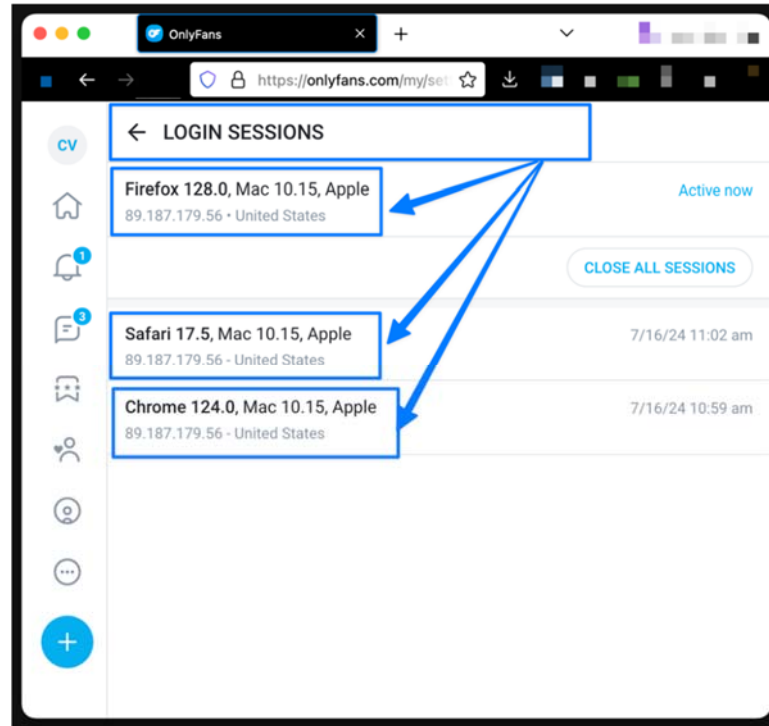


Figure 7. Screenshot of OnlyFans User Account showing multiple active login sessions, including the IP address from which each session originates

133. Although this information is ostensibly provided in order to put account holders on notice of potentially unauthorized or malicious activity, the fact that OnlyFans sends such notices demonstrates that the platform routinely collects information sufficient to put the company on notice that Creator accounts are using chatters, including: (1) the number of devices logged into an account simultaneously, (2) the location of every device that logs into an account, and (3) the frequency and duration of logins, including those from different locations.

134. On information and belief, OnlyFans would also know that chatters are logging in for a Creator, as the chatters are not using VPNs to login, alerting OnlyFans of the multiple logins happening on a Creator's account.

135. Any suggestion that OnlyFans is ignorant of the fact that Creators hire agencies to manage their accounts is undermined by the fact that not only was OnlyFans' original marketing focused entirely on the Creator-side of the platform

1 (as described above), OnlyFans has specifically marketed directly to the agencies
2 themselves.

3 136. The archives of the OnlyFans Blog shows a post in February 2019
4 entitled “Unlocking the earning potential for agencies and talent managers,” which
5 explained that “as brands and manufacturers look to access influencers that
6 synergise with their audience demographic, *agencies have become a key ally to
7 help develop subliminal content marketing campaigns and connect brands with
8 the right type of influencer.*”⁵⁰

9 Whilst OnlyFans has become a major force in the
10 influencer market, enabling content creators to connect
11 with fans on a higher value basis by attracting subscribers
12 from their loyal fanbase, **our platform also provides a
13 substantial opportunity for agencies, agents and
14 influencer management companies.** With content
15 creators delivering exclusive content on OnlyFans, adding
16 value to what they do on their mainstream platforms,
17 typically 1%-5% of their audiences are gravitating to their
18 OnlyFans account and paying for their content, at a
19 subscription rate determined by the influencer.

20 It also provides a differential to free-to-view platforms by
21 encouraging a *different kind of connection via direct
22 messaging* and requests for personalised content and *1-
23 on-1 interaction*.

24 This model has proved highly effective. In just two and a
25 half years, OnlyFans has amassed 50,000 content creators
26 globally and it has paid out in excess of \$100m to them in
27 subscriber income. Indeed many boost their income via
28 our referral programme too, receiving 5% of incomes
from new creators they introduce to OnlyFans. This is
additional to the incomes they receive from brand deals
and ambassadorships.

With agencies playing a pivotal role through their
connections with influencers and the handling of their
commercial interests via brand campaigns,
ambassadorships and campaign management services, **the**

⁵⁰ Blog Post, ONLYFANS, *Unlocking the Earning Potential for Agencies and Talent Managers*, <https://web.archive.org/web/20220811014012/https://blog.OnlyFans.com/unlocking-the-earning-potential-for-agencies-and-talent-managers/> (last visited July 29, 2024) (emphasis added).

1 **opportunity for agencies to gain by association with**
2 **OnlyFans returns two primary benefits.**

3 Next, it provides a significant final incentive for the
4 agency to boost their own income by referring their
5 network of influencers.⁵¹

6 137. Then, in a section entitled “HOW YOUR AGENCY BENEFITS,”
7 OnlyFans provided a graphic representation of an “example agency model” in
8 which the agency’s annual income from the platform totaled nearly half a million
9 dollars, suggesting that that engaging with the platform “and making OnlyFans a
10 part of your agency proposition” could make a “significant impact on agency
11 incomes” and that “*OnlyFans provides a lucrative opportunity for creators and*
12 *agencies,*” so “[w]hy not give us a call or email us to discuss the potential of
13 OnlyFans to your agency business and influencer communities?”⁵²

14 138. Not only did the post generally refer to income-generating
15 opportunities, though. It also specifically referred to the “*additional income*
16 *opportunities*” an agency might gain from “*assist[ing] creators on their subscriber*
17 *content* and campaigns for brands”—and strongly suggested that such assistance by
18 agencies would in fact be critical to the ability of Creators to monetize content:

19 Ensuring subscriber numbers grow and are retained
20 *comes down to ensuring the content experience is*
21 *enhanced for paying fans,* who are really at the heart of
22 this. It’s not simply a matter of expecting fans to pay for
23 what they already get on Instagram, or other social
24 platforms, for free. *Getting this right depends of [sic] the*
25 *expertise of agents to manage their creator communities*
26 and, in doing so, it provides a longterm income stream for
27 creators and agency businesses.⁵³

28 139. The post was still on the OnlyFans website as of August 2022.

26 ⁵¹ *Id.*

27 ⁵² *Id.*

28 ⁵³ *Id.* (emphasis added).

1 **Fans who discovered the Chatter Scams claim to have directly contacted**
2 **OnlyFans only to be ignored.**

3 140. In addition to the media exposés described above, online complaints
4 by Fans who have discovered the scams have not only outlined the deception in
5 detail, but specifically described complaining directly to OnlyFans, only to be
6 ignored—or even retaliated against.

7 141. One Fan wrote a post entitled “OnlyFans - Was not chatting to the
8 Creator I was subscribed to,” in which the Fan detailed the process by which they
9 learned that they had been chatting not to a creator, but to a paid chatter:

10 Why would anyone go on OnlyFans in the first place,
11 when you can get content almost anywhere (free in most
12 cases)?

13 The opportunity to Direct Message the creator you are
14 subscribed to (DM). I was subscribed to a model who has
15 a well established career outside of OnlyFans, so I know
16 some things about her already. If I asked any questions
17 about her past work which I am curious about, she would
18 not answer. Instead, **there was always a push to unlock**
19 **content.**

20 The creator sent a preview pic where there was a guitar in
21 the photo behind her. She is known as a guitar player and
22 enthusiastic guitar collector in real life. I asked: “What
23 make of guitar do you have there in the picture?” The
24 answer: “I will check when I get back home. It was a gift
25 from my mom.” I was stalled for over 20 minutes before
26 the creator returned with an answer which was Ibanez,
27 which is a guitar brand. The fact that a guitar enthusiast
28 didn’t know what make her guitar was ringing alarm
 bells. It wasn’t the creator I had been chatting to. She has
 hired a ‘catfish’ to impersonate her.

 This is a complete betrayal of trust, especially when you
 consider that I had said many things to this person in
 confidence, thinking it was the creator.

 This is literally fraud. It is a scam which is being
 perpetrated by creators on OnlyFans across the board.
 OnlyFans are ultimately responsible for this.

 Naturally, I complained to their tech support. They’re
 useless. They said that [OnlyFans] do allow creators to
 hire a 3rd party to manage their account (but they didn’t

1 say anything about a 3rd party masquerading as the
2 creator).

3 **To say that I feel violated would be an**
4 **understatement.** I hope that one day the authorities will
5 catch up with [OnlyFans], and someone will go to jail for
6 this fraud.

7 User’s recommendation: Don’t do it! Avoid at all costs.
8 This is the biggest scam going in the world today.

9 Preferred solution: The scammers to be arrested.⁵⁴

10 142. The next day, the Fan updated the post to note: “I’ll never trust an
11 online company that charges money to view creator content ever again.”⁵⁵

12 143. Another Fan wrote:

13 **Consistent with other reviews,** I have found multiple
14 circumstances where the content creator (model) is NOT
15 the actual person communicating with you on [OnlyFans]
16 even though they tell the subscriber they are in fact
17 communicating. Many models PAY agents, management
18 companies, and others to manage their feed on
19 [OnlyFans] for them. **These “hired” people then**
20 **“impersonate” the model and use the first person,**
21 **“Yes its [sic] me”, and “I”, falsely and fraudulently, to**
22 **give the subscriber the impression that they are**
23 **communicating with the model, but in these cases,**
24 **THEY ARE NOT!** Asking for a spontaneous photo with
25 a time stamp, or a request to “put your finger on the tip of
26 your nose” and take a photo, are denied, for the simple
27 reason that the actual model IS NOT at the keyboard, and
28 could not spontaneously do that for you. In these cases,
29 **the subscriber is being deceived by an imposter.**

[OnlyFans], for their part, when pushed to confirm or
deny this, not only ADMITTED that “content creators can
use agents, management companies, and other 3rd parties
to OPERATE their account for them, but DEFENDED
that its perfectly ok with them for IMPOSTERS to

30 ⁵⁴ User Post, *Was not chatting to the creator I was subscribed to*, PISSED
31 CONSUMER (May 12, 2023), [https://onlyfans.pissedconsumer.com/32/RT-](https://onlyfans.pissedconsumer.com/32/RT-P.html?sort=latest#reviews)
32 [P.html?sort=latest#reviews](https://onlyfans.pissedconsumer.com/32/RT-P.html?sort=latest#reviews) (last visited July 29, 2024).

33 ⁵⁵ User Post, *Hired staff impersonate models in chat. - FRAUD*, PISSED
34 CONSUMER (Aug 05, 2023), [https://onlyfans.pissedconsumer.com/23/RT-](https://onlyfans.pissedconsumer.com/23/RT-P.html?sort=latest#reviews)
35 [P.html?sort=latest#reviews](https://onlyfans.pissedconsumer.com/23/RT-P.html?sort=latest#reviews) (last visited July 29, 2024).

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operate a content creator’s account and [lie] to the subscriber about who they are chatting with. So a subscriber might think they are having an intimate chat with a professional model, but in reality, they are chatting perhaps with a STAFFER not even of the same sex as the model! *** **The conversation in chat with this STAFFER is designed to give a false sense of a true, real connection with the subscriber and is completely false, intended only to convince the subscriber to spend more money on behalf of the content creator.** The staffers are seemingly trained to embellish that a subscriber has actually created a true friendship with the model, when in reality, **this is closer to a CONFIDENCE / ROMANCE SCAM.**

In addition to the time stamp photo denials, simultaneous messaging on [OnlyFans] and [Instagram] for the exact same model, was easily busted as NOT THE SAME PERSON and that in one particular case NEITHER was the actual model, both the [OnlyFans] and [Instagram] streams were run by HIRED STAFFERS.

The FBI refers to this as “impersonating another person online for the purpose of soliciting money in another person’s name”

[OnlyFans] refers to this as “described in our policies and guidelines.”⁵⁶

144. A few weeks later, the Fan updated the review to include:

OnlyFans spotted my review and rather than want to resolve a customer problem, they arrogantly sent me a message that instead, they TERMINATED my account! How’s THAT for a customer experience?⁵⁷

G. OnlyFans Actively Facilitates Chatter Scams

145. OnlyFans has meticulously created its reputation as a platform where Fans can communicate “directly” with Creators, and continues to work hard to sustain the illusion of “meaningful” and “authentic” engagement—despite knowing that its universal promise of “direct” connections is not realized by many (if not most) Fans. This is unsurprising, given that, as explained earlier, the amount of

⁵⁶ *Id.*

⁵⁷ *Id.*

1 OnlyFans’ profits bears a direct relationship to the amount of profits that can be
2 generated by the platform’s Creator accounts—which in turn relies on Fans’ belief
3 that OnlyFans offers a possibility for two-way personal interaction that
4 distinguishes it from other social media sites where Fans can only “consume”
5 content, which flows only one way: from Creator to Fans.

6 146. OnlyFans knew, and should have known, that its Creators were using
7 chatters to engage with Fans—including based on the revenue being generated by
8 those Creators; the number of direct messages with Fans; the number of different
9 logins to a given Creator’s account; and the Fan complaints (which OnlyFans
10 ignored). Despite this, OnlyFans continued to promote its site as providing its Fans
11 a direct connection with its Creators.

12 147. Upon information and belief, OnlyFans willfully ignored or
13 encouraged the use of chatters because its entire revenue source relies on volume
14 and chatters facilitate high volumes for popular Creators.

15 148. In addition to the deception inherent in the schemes, however, the
16 Chatter Scams depend on Fans’ private communications and personal information
17 being shared—without their consent—with multiple third parties.

18 149. Nothing in OnlyFans’ Terms of Service (or any other document
19 provided to Fans by OnlyFans) informs Fans of the possibility that their Private
20 Communications might be disclosed to Unauthorized Third Parties—much less do
21 those documents obtain Fans’ consent for such disclosures.

22 **OnlyFans’ failure to enforce its own policies goes beyond mere**
23 **negligence and supports an inference that OnlyFans is acting**
24 **intentionally to facilitate the Chatter Scams.**

25 150. OnlyFans’ refuses, or at best fails, to meaningfully enforce its own
26 policies—despite its modification of the language of those policies over time
27 designed to make the policies *appear* stricter with respect to Creator responsibilities
28 and prohibitions on particular activities.

1 **a. Agencies are violating explicit platform policies.**

2 151. None of what agencies (including Agency Defendants) are doing to
3 perpetuate the Chatter Scams is actually “allowed” by OnlyFans’ “Terms of
4 Service” (“TOS”)—which OnlyFans defines as “the legally binding agreement
5 between you and us which consists of” nine different documents: (1) Terms of Use
6 for all Users (“TOU”); (2) Terms of Use for Fans (“Fan TOU”); (3) Terms of Use
7 for Creators; (4) Privacy Policy (“PP”); (5) Acceptable Use Policy (“AUP”); (6)
8 Referral Program Terms (“RPT”); (7) Complaints Policy; (8) Platform to Business
9 Regulation Terms; (9) Community Guidelines.⁵⁸

10 152. OnlyFans’ TOU requires Fans and Creators to make a series of
11 “commitments,” including those that promise to protect personal and confidential
12 information:

13 **You will keep your account/login details confidential**
14 **and secure, including your user details, passwords and**
15 **any other piece of information that forms part of our**
16 **security procedures, and you will not disclose these to**
17 **anyone else.** You will contact support@OnlyFans.com
18 promptly if you believe someone has used or is using your
19 account without your permission or if your account has
20 been subject to any other breach of security. You also
21 agree to ensure that you log out of your account at the end
22 of each session, and to be particularly careful when
23 accessing your account from a public or shared computer
24 so that others are not able to access, view or record your
25 password or other personal information.⁵⁹

26 153. And the **AUP** contains the following list of prohibitions applicable to
27 Creator accounts:

28 **Do not use OnlyFans to engage in “misleading or**
 deceptive conduct, or conduct that is likely to mislead
 or deceive any other User. . . .

26 ⁵⁸ Terms, ONLYFANS, <https://onlyfans.com/terms> (last visited July 29, 2024).

27 ⁵⁹ Terms of Use for All Users ¶ 7(e), ONLYFANS, <https://onlyfans.com/terms>
28 (last visited July 29, 2024).

1 Do not do **anything that violates our or someone else’s**
 2 **rights**, including intellectual property rights (examples of
 3 which are copyright, trademarks, **confidential**
 4 **information**, and goodwill), personality rights, unfair
 5 competition, **privacy**, and data protection rights. . . .⁶⁰

6 154. But OnlyFans’ ability to control the Creator accounts on its platform
 7 and enforce its policies is not limited to suing for indemnification. OnlyFans also
 8 gives itself the power to, among other things:

- 9 a. **Withhold Creator Earnings** (the amount OnlyFans transfers to Creator
 10 Accounts after taking its 20% cut)⁶¹ in the event that, in OnlyFans’
 11 unilateral determination, an account has violated platform policies—or
 12 even when OnlyFans “suspect[s]...unlawful or fraudulent activity.”
 13 Creator TOU ¶ 13(a).⁶² OnlyFans can even keep Creator Earnings that are
 14 unrelated to any breaches of policy or fraud—in order to set off its own
 15 losses—if, again, in OnlyFans’ unilateral determination, the breaches
 16 cause (or even “may cause”) any loss to OnlyFans. Creator TOU ¶
 17 13(e).⁶³
- 18 b. **Conduct investigations**, and withhold Creator Earnings for as “for as
 19 long as is necessary to investigate the actual, threatened or suspected
 20 breach by you or the suspected unlawful activity.” Creator TOU ¶ 13(b).⁶⁴
- 21 c. **Suspend Creator Accounts** for violations—or *suspected violations*—of
 22 the platform’s policies, or for violations of “any applicable law.”

23 ⁶⁰ Acceptable Use Policy ¶ 13, ONLYFANS, <https://onlyfans.com/terms> (last
 24 visited July 29, 2024).

25 ⁶¹ Creator Terms of Use ¶ 5, ONLYFANS, <https://onlyfans.com/terms> (last visited
 26 July 29, 2024) (“We charge a fee to you [the creator] of twenty per cent (20%) of
 27 all Fan Payments made to you The remaining eighty per cent (80%) of the Fan
 28 Payment . . . is payable to you (called “**Creator Earnings**”).

⁶² *Id.* ¶ 13(a).

⁶³ *Id.* ¶ 13(e).

⁶⁴ *Id.* ¶ 13(b).

1 OnlyFans may suspend the account for an indefinite amount of time,
 2 regardless of the impact on the Creator, and then “take any action we
 3 consider appropriate.” TOU ¶ 8.⁶⁵

4 d. **Terminate Creator Accounts** “for any reason” with 30 days’ notice, or
 5 “immediately and without prior notice” in the event OnlyFans “think[s]” a
 6 Creator has “or may have” breached the TOS; or threatens to do so “in a
 7 way which has or could have serious consequences for us or another
 8 User”; or takes “any action that in our opinion has caused or is reasonably
 9 likely to cause us to suffer a loss or that otherwise harms the reputation of
 10 OnlyFans.” TOU ¶ 8.⁶⁶

11 155. On information and belief, OnlyFans has never exercised any of its
 12 powers to prevent the use of chatters by any Creator—much less a high-earning
 13 Creator—or rectify the violations of its terms, including those protecting the Fans’
 14 rights to privacy and confidentiality of personal information, and those against
 15 impersonation and other deceptive acts. To the contrary, it generally refuses to do
 16 so and at times takes action against the complaining Fan.

17 156. Nor has OnlyFans (or any of the Agency Defendants) taken any
 18 actions that might put Fans on notice that OnlyFans’ promise of connecting
 19 personally and “directly” with Creators is false or misleading and done in a way
 20 that exposes their personal, confidential information and communications.

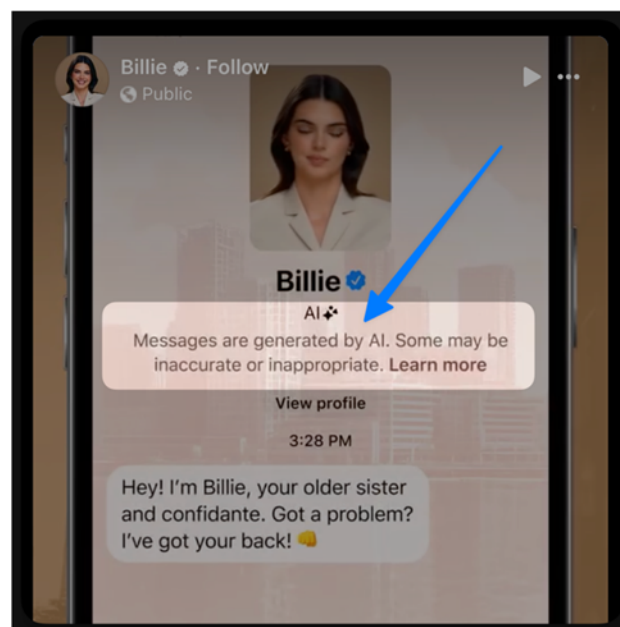
21 157. For example, OnlyFans could require that Creator Accounts explicitly
 22 disclose the use of third-party chatters, as well as the fact that a Fans’ messages and
 23 personal information are shared with third parties—something that is not currently
 24 (and, on information and belief, never has been) required by the Creator TOU—and
 25 possibly stored in various servers around the world.

26 _____
 27 ⁶⁵ Terms of Use for All Users ¶ 8(a)-(d), ONLYFANS, <https://onlyfans.com/terms>
 (last visited July 29, 2024).

28 ⁶⁶ *Id.*

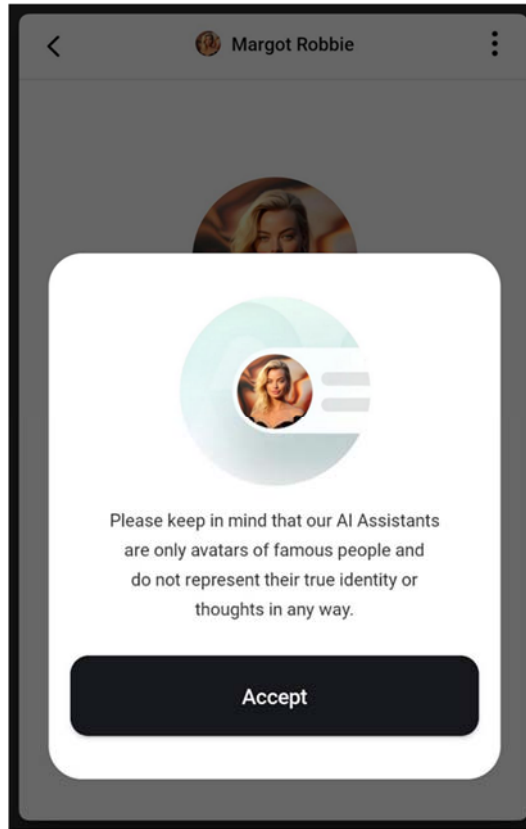
1 158. OnlyFans could itself provide a general disclaimer in the OnlyFans
2 signup process that puts Fans on notice that they may not be communicating
3 directly with the Creator whose name is on the OnlyFans account. Not only is this
4 something that OnlyFans could easily do at the precise point in the signup process
5 where it currently puts its misleading “Subscription Benefits” language, but there is
6 precedent for such disclaimers on other sites that purport to offer “chatting” with
7 real people—something increasingly common with the growing number of
8 interactive “profiles” that purport to offer “chatting” with real people, but which
9 actually use generative artificial intelligence to post content and respond to user
10 messages.

11 159. For example, Facebook created several celebrity-inspired profiles in
12 which users could interact with a celebrity in the form of a specific character. While
13 the profiles contained an invitation from the celebrity to “message me,” the chat
14 windows in which users conducted the actual messaging contained a disclaimer
15 noting: “Messages are generated by AI. Some may be inaccurate or inappropriate.”
16 *See Figure 8, below.*



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27 **Figure 8.** Screenshot of Facebook video demonstrating use of AI profiles
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1 160. Likewise, a company selling “AI Assistants” meant to impersonate
2 certain celebrities markets its platform saying “chat with the celebrities. Get up
3 close and personal,” but also provides the disclaimer below in Figure 9 during its
4 sign-up process:



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Figure 9. Screenshot of AI assistant disclaimer

19 201. Together with the other facts alleged in this Complaint, the fact that,
20 despite having the contractual tools to do so, OnlyFans refuses to put an end to the
21 Chatter Scams—or even to require disclosures and/or consent for the use of
22 chatters—support an inference that OnlyFans has chosen to actively and
23 intentionally facilitate the use of chatters.
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1 **H. Agency-Specific Facts**

2 **Creators Inc.**

3 162. The website for Creators Inc. describes the agency as “the largest and
4 most dynamic social media management agency in the world,” with a “vast network
5 of 400+ Creators.”⁶⁷

6 163. The website also describes its “Los Angeles Headquarters” as a “Co-
7 working collaboration hub in Hollywood.”

8 164. On information and belief, the agency is primarily managed by
9 Andrew Bachman, who serves as the CEO of the agency and is listed as a co-
10 manager of Defendant Elite Creators.

11 165. On information and belief, Creators Inc. manages or at one point
12 managed the accounts of the following Creators, who are followed by either
13 Plaintiff N.Z., Plaintiff B.L., Plaintiff S.M., and/or Plaintiff A.L.:

- 14 a. Stephanie Landor (aka @littlelandor • @stephlandor • @littlelandorvip)
- 15 b. Romey Marie (aka @romey_mae)
- 16 c. Jostasy Nick (aka Baby J • @jostasy)
- 17 d. Nala the Ninja (aka @nalafitness • @fitness_nala)
- 18 e. Elseana Panzer (aka @elseana)
- 19 f. McKinley Richardson (aka @mckinleyrichardson • @mckinleyexclusive)
- 20 g. Summer Soderstrom (@summersoderstrom)

21 166. Creators Inc. uses taglines for its Creators’ accounts that emphasize the
22 personal nature of the interactions that Fans will have on the OnlyFans platform.






23 For example:

- 24 a. Baby J (@Jostasy)’s OnlyFans account says: “🍓 I personally reply to
25 every message, so messages with tips attached get priority! Please be
26 patient if there isn’t one!”

27 _____
28 ⁶⁷ “Creators Inc.” Agency Website, at <https://creatorsinc.com/> (last visited July 29, 2024).

1 b. Romey (@romey_mae)'s OnlyFans account says:

2 Your Sub[scription] Includes:

- 3  Instant access to all photos and videos on my timeline (700+)
- 4  Regular posts
- 5  My most EXPLICIT content
- 6  Access to DMs with me
- 7  Access to Exclusive Content

8 167. Creators Inc. has filed multiple lawsuits—including in California state
9 courts—seeking to recover “management fees” allegedly owed to the agency by
10 former Represented Creators. These include:

- 11 a. *Creators Inc and Elite Creators LLC v. Megan McCarthy*, No. 2024-
12 003685-CA-01 (Fl. Cir. Ct. of 11th Judicial Cir., Miami-Dade County,
13 filed Feb. 29, 2024).
- 14 b. *Lexington Capital Management, LLC; Creators Inc., and Elite Creators,
15 LLC. v. Elena Kamperi*, No. 23SMCV01175 (Cal. Super. Ct., L.A. Cty.,
16 filed Mar. 16, 2023).
- 17 c. *Creators Inc. and Elite Creators, LLC. v. Ava Hinojosa*, No.
18 24CHCV01901 (Cal. Super. Ct., L.A. Cty., filed May 17, 2024).

19 168. The agency's filings in these lawsuits demonstrate:

- 20 d. Creators Inc. takes between 20% and 30% commission on its Creators'
21 earnings and has Represented Creators earning hundreds of thousands of
22 dollars per month.
- 23 e. Creators Inc.'s “management services” include “staffing [creators']
24 account[s] with someone to respond to direct messages on the OnlyFans
25 platform 24 hours a day, seven days a week.
- 26 f. Creators Inc.'s agreement requires its Represented Creators to provide the
27 agency with access to their OnlyFans accounts, and specifically “not to
28 change [their] account passwords.” Indeed, the basis for the agency's
breach of contract claim against one Creator was that “[b]y changing her

1 passwords and blocking Creators Inc. from the account, [the Creator was]
2 unlawfully attempting to avoid paying Creators Inc. the management fee
3 owed” to the agency.

4 g. As part of its agreement with Represented Creators, Creators Inc. agrees
5 to “have trained staff members helping [Creators] to manage [their] work
6 load in the DMs.”

7 169. On information and belief, nowhere does Creators Inc. disclose to Fans
8 that it employs chatters to impersonate its Represented Creators.



9 **Moxy Management**

10 170. Defendant Moxy Management (“Moxy”) is a California corporation
11 formed in 2021 and headquartered in Los Angeles, California, with its principal
12 place of business located at 19016 Devonport Lane, Tarzana, CA 91356.

13 171. Moxy describes itself as a “management and consulting company”
14 based in Los Angeles.

15 172. Moxy was founded by two “influencers,” Ryan Nassif and Slater
16 Davis. Nassif’s LinkedIn profile lists his role in strategic planning and business
17 development, while Davis’s LinkedIn profile emphasizes his experience in digital
18 marketing and brand management. Both founders emphasize their ability to
19 leverage industry knowledge and networks to build Moxy’s reputation as a
20 management agency.

21 173. Moxy’s marketing emphasizes its ability to help Creators “increase
22 engagement with their fans and followers exponentially.”

23 174. Moxy uses taglines for its Creators’ accounts that emphasize the
24 personal nature of the interactions that Fans will have on the OnlyFans platform.
25 For example, Sierra Skye’s profile tagline reads: “Keep this between us and let’s
26 have fun! Hehe  .

27 175. On information and belief, Moxy charges its Represented Creators a
28 commission of 20-30% of their earnings.

1 176. On information and belief, Moxy manages over 100 OnlyFans
2 accounts on behalf of individual Creators, with the majority of those Creators
3 making \$40,000–\$80,000 per month, and over 10 making approximately \$500,000
4 per month.

5 177. On information and belief, Moxy manages or at one point managed the
6 accounts of the following Creators, who are followed by either Plaintiff N.Z.,
7 Plaintiff R.M., Plaintiff B.L., Plaintiff S.M., and/or Plaintiff A.L.:

- 8 a. Breckie Hill (aka @breckie)
- 9 b. Briana Armbruster (aka @officialskimaskgirl • @skimaskgirluncensored)
- 10 c. Carolina Samani (aka @carolinasamani)
- 11 d. Chyanne Burden (aka @chyburd)
- 12 e. Claire Stone (aka @cclaire.bbearxo)
- 13 f. Cristy Senskey (aka @cristyann)
- 14 g. Julia Piccolino (aka @julia.pic)
- 15 h. Kaitlyn Krems (aka @kaitkreams)
- 16 i. Sierra Skye (aka @sierraskye)

17 178. As part of its management of those accounts, Moxy provides Chatter
18 Services, employing chatters to impersonate the Creator and communicate with
19 Fans without the Fans’ knowledge.

20 179. Moxy’s Services Agreement with models explicitly provides services
21 including “Facilitation of all content that is posted on Paid Content Platforms
22 including [OnlyFans], and that: “On a daily basis, [Moxy] will respond to messages
23 on Paid Content Platforms on behalf of [the Creator], and use its reasonable, good
24 faith efforts to upsell the products and content Talent offers on Paid Content
25 Platforms.”

26 180. The Agreement also grants Moxy full access to and control over each
27 Represented Creator’s OnlyFans account, stipulating: “Talent has a duty to
28

1 irrevocably grant to Company unfettered administrative access to [OnlyFans], for as
2 long as Gross Earnings are generated.”

3 181. Although Moxy generally takes advantage of the ability of Creator
4 accounts on OnlyFans to mask the number of subscribers they have, on information
5 and belief, Moxy’s Represented Creators have subscriber bases so large that
6 interacting on a direct personal basis with even a fraction of those Fans would be
7 physically impossible for a single individual.

8 182. On information and belief, nowhere does Moxy disclose to Fans that it
9 employs chatters to impersonate its Represented Creators.

10 **Siren Agency**

11 183. Defendant Boss Baddies d/b/a Siren Agency (“Siren”) has multiple
12 websites, where it has described itself as “a Los Angeles based full service, non-
13 exclusive talent agency” that is “here to handle the busy work and help [Creators]
14 stay focused on expressing [themselves] creatively and growing [their] personal
15 brand[s].”⁶⁸

16 184. Indeed, one of Siren’s websites promises “Growth Without
17 Restrictions,” and claims that Creators represented by the agency have over
18 “450M+ followers.”⁶⁹

19 185. Siren operates primarily out of Los Angeles, California, where it
20 maintains a lavish headquarters in a hillside residence with a swimming pool,
21 dubbed “The Siren House” and featured in the agency’s promotional videos on
22 TikTok.

23 186. Siren’s newer website uses the phrase “dedicated to empowering
24 women in the industry” three separate times, despite being run someone who has
25 been called “misogynist of the year” by one commentator, and lambasted in

26 ⁶⁸ Home Page, SIREN (Website #1), <https://www.sirenagency.com/> (last visited
27 July 29, 2024).

28 ⁶⁹ *Id.*

1 multiple YouTube videos for his demeaning dating advice and Siren’s manipulative
2 and exploitative practices in managing Creator accounts.⁷⁰

3 187. On information and belief, Siren charges its Represented Creators a fee
4 of approximately 30% of their earnings.

5 188. On information and belief, Siren uses marketing—including taglines
6 for its Creators’ accounts—that emphasize the personal nature of the interactions
7 that Fans will have on the OnlyFans platform.

8 189. On information and belief, Siren manages or at one point managed the
9 account of the following Creator, who is followed by Plaintiff A.L.:

10 j. Bri Jordan (@thebrijordan)

11 190. As part of their management of those and other accounts, Siren
12 provides Chatter Services, employing chatters to impersonate the Creator and
13 communicate with Fans without the Fans’ knowledge.

14 191. A previous version of Siren’s website contained text explicitly
15 advertising “Content Management” services, which included “*Full service*
16 *messaging* and fan site support.”⁷¹

17 192. In addition, the LinkedIn profile for the company showed employees
18 with job titles including “Virtual Assistant” and “Chatter.”⁷²

20 ⁷⁰ See, e.g., *Down The Siren Agency Rabbit Hole*, VERY REALLY GOOD
21 YOUTUBE CHANNEL (Dec. 24, 2022),
22 <https://web.archive.org/web/20240704070739/https://www.youtube.com/watch?v=WzaA9IAA2Y> (last visited July 29, 2024); Alex Lasker, Problematic dating coach
23 branded As ‘misogynist of the year in brutal video, IN THE KNOW BY YAHOO!
24 (August 10, 2020), <https://www.yahoo.com/lifestyle/problematic-tiktok-dating-coach-branded-192743046.html> (last visited July 29, 2024).

25 ⁷¹ Home Page, SIREN (Website #2),
26 <https://web.archive.org/web/20230702030432/https://www.srn-agency.com/> (last
27 visited July 27, 2024).

28 ⁷² Siren Agency, LINKEDIN, <https://linkedin.com/company/siren-agency> (last
visited Jul. 29, 2024).

1 193. Although the Siren generally takes advantage of the ability of Creator
2 accounts on OnlyFans to mask the number of subscribers its Creators have, on
3 information and belief, Siren’s Represented Creators have subscriber bases so large
4 that interacting on a direct personal basis with even a fraction of those Fans would
5 be physically impossible for a single individual.

6 194. On information and belief, nowhere does Siren disclose to Fans that
7 they employ chatters to impersonate its Represented Creators.

8 **Unruly Defendants**

9 195. Defendant Unruly Agency, LLC (“Unruly”) is a California Limited
10 Liability Company formed in 2020 in the State of California and headquartered in
11 West Hollywood, California.

12 196. Unruly is the owner of the trademarks for Defendant Dysrpt Agency
13 (“Dysrpt”), which, on information and belief, is a subsidiary of Unruly.

14 197. On information and belief, Defendant Behave Agency (“Behave”) is
15 also a subsidiary of Unruly.

16 198. Together, Unruly, Behave, and Dysrpt are referred to as “Unruly
17 Defendants.”

18 199. Unruly describes itself as a “management and consulting company”
19 specializing in social media and influencer marketing. Its primary focus is on
20 helping Creators maximize their earnings and engagement on platforms such as
21 OnlyFans.

22 200. Unruly (and, on information and belief, its subsidiary agencies) were
23 co-founded by Tara Niknejad and Nicky Gathrite.

24 201. On information and belief, the Unruly Defendants charge their
25 Represented Creators a fee of approximately 30% of their earnings.

26 202. On information and belief, the Unruly Defendants emphasize—both in
27 their general marketing and in taglines for their Creators’ accounts—the personal
28

1 nature of the interactions that Fans will have on the OnlyFans platform. For
2 example:

3 k. The LinkedIn page for the agency claims: “Behave strives to provide
4 models all the tools necessary to leave their digital footprint, promote
5 their brand to a wider audience, and *build genuine connections with their*
6 *fans*.”⁷³

7 203. On information and belief, Unruly manages or at some point managed
8 the accounts of the following Creators, who are followed by either Plaintiff A.L.,
9 Plaintiff N.Z., Plaintiff R.M., and/or Plaintiff B.L.:

- 10 a. Anna Louise (aka @officialannalouise)
- 11 b. Kayla Lauren (aka @kaylalauren)
- 12 c. Mia Huffman (aka @prettybitchmia • @prettybitchmiavip)
- 13 d. Leah Ray (aka @leahray_x • @leahray_xx)
- 14 e. Nicky Gile (@nickygile • @nickygileprivate)
- 15 f. Sara Underwood (aka @saraunderwood)
- 16 g. Stefanie Gurzanski (aka @stefbabyg)
- 17 h. Tina Louise (aka @tinalouise)
- 18 i. Tara Electra (aka @billiondollarbabie)
- 19 j. Kinsey (@kinsey)
- 20 k. Emily Elizabeth (aka @emmilyelizabethh)

21 204. On information and belief, Dysrpt manages or at some point managed
22 the account of the following Creator, who is followed by Plaintiff R.M.:

- 23 a. Emily Elizabeth (aka @emmilyelizabethh)

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27

⁷³Behave Agency, at <https://linkedin.com/company/behaveagency/> (last visited
28 Jul. 25, 2024 (emphasis added).

1 205. On information and belief, Behave manages or at some point managed
2 the accounts of the following Creators, who are followed by either Plaintiff B.L.
3 and/or Plaintiff A.L:

- 4 a. Chloe Rosenbaum (aka @chloerosenbaum)
- 5 b. Kayla Simmons (aka @kaylasimmons)
- 6 c. Ryann Murphy (aka @itsryannmurphy)

7 206. As part of their management of those and other accounts, the Unruly
8 Defendants provide Chatter Services, employing chatters to impersonate the
9 Creator and communicate with Fans without the Fans' knowledge.

10 207. Unruly's provision of those services has been described in multiple
11 lawsuits filed against the agency.

12 208. These include a suit by individuals employed as "account managers,"
13 such as *Machabeli v. Unruly Agency, LLC, et al.*, No. 21STCV41395 (Cal. Super.
14 Ct., L.A. Cty, filed Dec. 9, 2021), in which the plaintiffs alleged that:

- 15 a. "[A]s their primary job duties, they were required to create, post and chat
16 on behalf of – i.e., surreptitiously pretend to be – Defendants' models to
17 provide the "full fantasy girlfriend experience" to paying visitors (or
18 "Fans") to www.OnlyFans.com."
- 19 b. "Niknejad and Gathrite specifically informed" the plaintiffs "that, to
20 provide this "full fantasy girlfriend experience," Fans would falsely
21 believe that they were paying for direct interactions with Defendants'
22 models."
- 23 c. Unruly directed the plaintiffs "to intentionally lie to, dupe, and mislead
24 Fans into misbelieving that the Fans are paying to have direct, personal
25 communications and interactions with Defendants' Models."
- 26 d. "Unwitting Fans divulged some of their deepest personal secrets including
27 sexual fantasies, marital troubles, suicidal ideations and other private
28 desires. For instance, one Fan lamented the demise of his marriage (and

1 provided intimate details regarding the same) to [the plaintiff] believing
2 she was model Abby Rao, and continued to send her money on the basis
3 of this deception.”

4 209. Unruly has also been sued by its Represented Creators, at least one of
5 whom claimed to be unaware of the fact that Unruly’s chatters were impersonating
6 her. In *Stage v. Unruly Agency LLC et al.*, No. 22STCV06689 and *Quezada v.*
7 *Unruly Agency LLC et al.* (both filed in Cal. Super. Ct., L.A. Cty. on Feb. 23,
8 2022), two of Unruly’s Represented Creators alleged that:

- 9 a. “Unruly messaged subscribers of OnlyFans while pretending to be [the
10 Creators] and solicited pictures of subscribers’ penises in exchange for
11 payment, without [the Creators’] consent or knowledge.”
- 12 b. “Unruly, posing on behalf of [the Creators’], solicited a picture of a
13 subscriber’s penis and offered to ‘rate’ his penis in exchange for money.”
- 14 c. When the Creators protested Unruly’s unauthorized behavior, the
15 agency’s founders “claimed that [the Creators’] OnlyFans account[s]
16 belonged to them, and threatened to sue [the Creators] if [they] did not
17 continue allowing them to post and message sexually explicit content on
18 [their] behalf to unknowing subscribers of OnlyFans.”

19 210. Although the Unruly Defendants generally take advantage of the
20 ability of Creator accounts on OnlyFans to mask the number of subscribers they
21 have, on information and belief their Represented Creators have subscriber bases so
22 large that interacting on a direct personal basis with even a fraction of those Fans
23 would be physically impossible for a single individual.

24 211. On information and belief, nowhere do the Unruly Defendants disclose
25 to Fans that they employ chatters to impersonate its Represented Creators.

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1 **Content X**

2 212. Defendant Content X Studios (“Content X”) is a California corporation
3 registered in September 2020, with its Principal Address at 21800 W Oxnard St
4 #940, Woodland Hills, CA 91367.

5 213. Headquartered in Los Angeles, CA and founded by well-known
6 American actress and entertainer Bella Thorne and her manager, Thor Bradwell,
7 Content X has described itself as a “full service production company.”

8 214. Thorne, herself an OnlyFans Creator, has been reported to have earned
9 one million dollars in a single day on the platform—which apparently “crashed the
10 moment Thorne announced her \$102 for six month subscription.”⁷⁴

11 215. On information and belief, Content X uses marketing—including
12 taglines for its Creators’ accounts—that emphasize the personal nature of the
13 interactions that Fans will have on the OnlyFans platform.

14 216. On information and belief, Content X manages or at some point
15 managed the accounts of the following Creators, who are subscribed to by either
16 Plaintiff S.M. and/or Plaintiff B.L.

- 17 a. Bella Thorne (aka @bellathorne)
18 b. Abella Danger (aka @dangershewrote • @abelladangervip)
19 c. Mathilde Tantot (aka @mathildtanot)
20 d. Pauline Tantot (aka @popstantot • @popstantotvip)

21 217. On information and belief, as part of its management of those and
22 other Creator accounts, Content X provides Chatter Services, employing chatters to
23 impersonate the Creator and communicate with Fans without the Fans’ knowledge.

24 218. This is supported by statements made by former Represented Creators
25 of the agency, who, in a Rolling Stone article, discussed the sub-par nature of the

26 _____
27 ⁷⁴ Lara Swift, *Why So Many Mainstream Celebrities Are Turning To OnlyFans*,
28 NICKI SWIFT (March 9, 2023), <https://www.nickiswift.com/1223642/why-so-many-mainstream-celebrities-are-turning-to-onlyfans/> (last visited July 29, 2024).

1 chatter services provided by Content X (“The way they would answer messages
2 was super lazy [and] super robotic...”), as well as the pressure they received to
3 provide “account managers” with sexually explicit photographs despite initial
4 promises that they would not have to provide nude photos for their OnlyFans page
5 (one Creator “[said] Content X staffers who managed her OnlyFans page wanted
6 her to send them more risqué and lingerie content . . . [and] claims she was told by
7 staffers as an incentive how much more money she could earn off risqué
8 photos.”).⁷⁵

9 219. Although Content X generally takes advantage of the ability of Creator
10 accounts on OnlyFans to mask the number of subscribers they have, on information
11 and belief Content X’s Represented Creators have subscriber bases so large that
12 interacting on a direct personal basis with even a fraction of those Fans would be
13 physically impossible for a single individual.

14 220. On information and belief, to provide those and other services, Content
15 X has full access to and control over each Represented Creator’s OnlyFans account.

16 221. On information and belief, nowhere does Content X disclose to Fans
17 that it employs chatters to impersonate its Represented Creators.

18 **A.S.H. Agency**

19 222. Defendant A.S.H. (which stands for “All-Star Hustle”) Agency
20 (“A.S.H.”) manages OnlyFans accounts on behalf of individual Creators, including
21 what one journalist described as “some of the biggest fish in the industry,”
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23
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26 ⁷⁵ Cheyenne Roundtree, ‘*It’s a Hot Mess*’: Why Influencers Are Ditching Bella
27 Thorne’s OnlyFans Company, ROLLING STONE (May 5, 2022),
28 [https://www.rollingstone.com/culture/culture-features/bella-thorne-onlyfans-
content-x-1347011/](https://www.rollingstone.com/culture/culture-features/bella-thorne-onlyfans-content-x-1347011/) (last visited July 29, 2024).

1 including “superstars like Angela White, Sky Bri, Kazumi, Violet Myers, Dainty
2 Wilder, and more.”⁷⁶

3 223. A.S.H. is owned by adult entertainment star Riley Reid—who is
4 herself in the top 0.01% of earners on the platform—and, on information and belief,
5 uses marketing—including taglines for its Creators’ accounts—that emphasize the
6 personal nature of the interactions that Fans will have on the OnlyFans platform.

7 224. On information and belief, A.S.H. manages or at some point managed
8 the accounts of the following Creators, who are followed by either Plaintiff S.M.,
9 and/or Plaintiff N.Z.:

10 e. Sky Bri (aka @skybri)

11 f. Jane Wilde (aka @janewilde)

12 g. Kaitlin Trujillo (aka @trukait • @freetrukait)

13 225. As part of its management of those and other accounts, A.S.H.
14 provides Chatter Services, employing chatters to impersonate the Creator and
15 communicate with Fans without the Fans’ knowledge.

16 226. On information and belief, to provide those and other services, A.S.H.
17 has full access to and control over each Represented Creator’s OnlyFans account.

18 227. Although A.S.H. generally takes advantage of the ability of Creator
19 accounts on OnlyFans to mask the number of subscribers they have, on information
20 and belief A.S.H.’s Represented Creators have subscriber bases so large that
21 interacting on a direct personal basis with even a fraction of those Fans would be
22 physically impossible for a single individual.

23 228. On information and belief, nowhere does A.S.H. disclose to Fans that
24 it employs chatters to impersonate its Represented Creators.

25
26 ⁷⁶ Ryan Leutz, *Riley Reid and Ash Agency: From Adult Film Superstar to*
27 *Entrepreneur Extraordinaire*, THE VILLAGE VOICE (June 27, 2023),
28 <https://www.villagevoice.com/riley-reid-and-ash-agency-from-adult-film-superstar-to-entrepreneur-extraordinaire/> (last visited July 29 2024).

1 **Verge Agency**


2 229. Defendant Verge Agency, Inc. (aka The Verge Agency, Inc.)
3 (“Verge”) was originally formed in Delaware on March 24, 2021. On March 3,
4 2023, Verge Agency, Inc. was registered in California as an out-of-state
5 corporation. Verge’s principal place of business is 10960 Wilshire Boulevard, 5th
6 Floor, Los Angeles, CA 90024. On information and belief, Verge is doing business
7 as Verge Agency.




8 230. Founded by former UC Berkeley cheerleader Jessica Bartlett, Verge
9 describes itself as a “premier talent agency located in the heart of Los Angeles.”

10 231. On information and belief, Verge uses taglines and captions for its
11 Creators’ accounts that emphasize the personal nature of the interactions that Fans
12 will have on the OnlyFans platform. For example:

13 232. The first post on the “VIP” page for creator Mikayla Demaiter says:

14 233. Welcome to my Only Fans! So excited to be here and have you! Here
15 I'll be posting my most exclusive content, as well the only place I will be
16 responding to all my messages! Tip \$100 to join VIP for unlimited FREE chat and
17 MOST exclusive content! See you there! Excited for what's to come.

18 234. Another Represented Creator’s account solicits paid subscriptions by
19 saying: “Let me be your virtual girlfriend .

20 235. Another Represented Creator’s “VIP” page says “Hi there  You
21 found my EXCLUSIVE page!  come talk to me .

22 236. On information and belief, Verge manages or at some point managed
23 the accounts of the following Creators, who are followed by Plaintiff A.L.:

- 24 a. Katie Williams (aka @katie_dubbs)
25 b. Mikayla Demaiter (aka @mikayla_demaiter • @mikayladvip)

26 237. As part of its management of those and other accounts, Verge provides
27 chatter services, employing chatters to impersonate the Creator and communicate
28 with Fans without the Fans’ knowledge.

1 238. Of the 35 LinkedIn members associated with Verge’s profile, 23 are
2 located in the Philippines, and many of those list their positions at Verge using job
3 titles that often refer to chatter positions, including: “Account Manager,” “Virtual
4 Assistant,” “Social Media Account Manager,” and “Chat Support.”

5 239. Although Verge generally takes advantage of the ability of creator
6 accounts on OnlyFans to mask the number of subscribers they have, on information
7 and belief Verge’s Represented Creators have subscriber bases so large that
8 interacting on a direct personal basis with even a fraction of those Fans would be
9 physically impossible for a single individual.

10 240. On information and belief, nowhere does Verge disclose to Fans that it
11 employs chatters to impersonate its Represented Creators.

12 **I. Plaintiffs’ Stories**

13 **Plaintiff N.Z.**

14 241. Plaintiff N.Z. has been an OnlyFans user from approximately 2020 to
15 present. During 2020–2023, Plaintiff N.Z. subscribed to the following Creator
16 accounts (collectively, for this section, “Subscribed Creator accounts”), which have
17 been linked to—and, on information and belief, were used by—the Agency
18 Defendants to perpetrate the Chatter Scams:

- 19 a. Breckie Hill (Moxy Management)
- 20 b. Sara Underwood, Nicky Gile, and Stefanie Gurzanski (Unruly)
- 21 c. Sky Bri and Kaitlin Trujillo (A.S.H. Agency)
- 22 d. McKinley Richardson (Creators Inc.)

23 242. Plaintiff N.Z. relied on OnlyFans’ successful efforts to market itself as
24 a “revolutionary” platform that allowed content Creators to have direct interactions
25 with their Fans, as well as OnlyFans’ representations that subscribing to a Creator’s
26 account gave him “benefits” that specifically included the ability to “[d]irect
27 message with this user.”
28

1 243. As a result, when he subscribed to each Creator’s account, Plaintiff
2 N.Z. expected and believed that any information or communication—but
3 particularly any personal or sensitive information, including thoughts, feelings,
4 and/or images of a private, emotional, and/or sexual nature—that he exchanged
5 with the Creator via her account on OnlyFans would be kept entirely private,
6 confidential, and strictly between himself and the Creator.

7 244. Because of these expectations and beliefs, Plaintiff N.Z. felt
8 comfortable sharing information through OnlyFans, and at all times relevant to this
9 Complaint, he believed that when he was communicating with a Creator’s account,
10 he was communicating directly and privately with that Creator.

11 245. Plaintiff N.Z. communicated via direct message with each of the
12 accounts listed above. Those communications included direct messages that
13 contained personal and sensitive information, including personal photos and videos
14 of himself, and information about his personal interests, sexual interests,
15 professional occupation, and location.

16 246. Plaintiff N.Z. did not consent to having any of his personal information
17 or communications shared with anyone other than the Creator, and was unaware of
18 the fact that his messages and their content were being disclosed to one or more
19 agents or contractors of the Agency Defendants—including professional chatters.

20 247. Although he was aware that “management agencies” existed, he
21 believed they only assisted Creators with marketing and social media management,
22 and Plaintiff N.Z. was not aware that the Creators listed above were utilizing
23 management agencies until he contacted undersigned counsel, which occurred on
24 approximately December 5, 2023.

25 248. He was not aware that Defendants were engaged in a scheme to
26 deceive Fans into believing that Creators were communicating “directly” with their
27 Fans when they were actually interacting with professional chatters pretending to be
28

1 the Creators—some of whom, on information and belief, shared almost no relevant
2 characteristics in common with the Creators they were impersonating.

3 249. When he found out about the Chatter Scams, Plaintiff N.Z. felt
4 betrayed and violated. He had divulged sensitive and/or personal information not to
5 the individuals he thought he was communicating with—but to imposters paid to
6 impersonate those individuals.

7 250. If he had known about the Chatter Scams, or that any of his
8 expectations or beliefs about the nature of the communication on OnlyFans were
9 not true with respect to a particular Creator, he would not have subscribed to or
10 interacted directly with the Creator’s account at all—much less would he have paid
11 any Premium Content Fees to do so.

12 251. Plaintiff N.Z. estimates that during the time he was using his OnlyFans
13 account, he spent approximately \$5,000 to \$10,000 on Premium Content Fees—
14 20% of which went to OnlyFans.

15 252. Plaintiff N.Z. did not receive what he paid for. He would not have paid
16 as much for Premium Content Fees if he had known that he was communicating not
17 with the Creators themselves, but with chatters paid to impersonate the Creators.

18 253. Plaintiff N.Z. did not stop using his OnlyFans account after learning of
19 the Chatter Scams through the present litigation. However, he altered his habits and
20 no longer interacts with the Creators or shares any personal or private information
21 since he no longer trusts that the Creator is not being impersonated by an unknown
22 third party.

23 **Plaintiff R.M.**

24 254. Plaintiff R.M. was an OnlyFans user from approximately 2019 to
25 2023. During that time, Plaintiff R.M. subscribed to the following Creator accounts
26 (collectively, for this section, “Subscribed Creator accounts”), which have been
27 linked to—and, on information and belief, were used by—the Agency Defendants
28 to perpetrate the Chatter Scams:

1 a. Chyanne Burden and Claire Stone (Moxy Management)

2 b. Emily Elizabeth (Dysrpt Agency)

3 255. Plaintiff R.M. relied on OnlyFans’ successful efforts to market itself as
4 a “revolutionary” platform that allowed content Creators to have direct interactions
5 with their Fans, as well as OnlyFans’ representations that subscribing to a Creator’s
6 account gave him “benefits” that specifically included the ability to “[d]irect
7 message with this user.”

8 256. As a result, when he subscribed to each Creator’s account, Plaintiff
9 R.M. expected and believed that any information or communication—but
10 particularly any personal or sensitive information, including thoughts, feelings,
11 and/or images of a private, emotional, and/or sexual nature—that he exchanged
12 with the Creator via her account on OnlyFans would be kept entirely private,
13 confidential, and strictly between himself and the Creator.

14 257. Because of these expectations and beliefs, Plaintiff R.M. felt
15 comfortable sharing information through OnlyFans, and at all times relevant to this
16 Complaint, he believed that when he was communicating with a Creator’s account,
17 he was communicating directly and privately with that Creator.

18 258. Plaintiff R.M. communicated via direct message with each of the
19 accounts listed above. Those communications included direct messages that
20 contained personal and sensitive information, including information about his full
21 legal name, social media accounts, personal interests, sexual interests, and location.

22 259. In addition, Plaintiff R.M. viewed videos sent to him via direct
23 message through Creators’ accounts—some of which he had specifically
24 requested—without knowing those videos had been sent by one or more agents or
25 contractors of the Agency Defendants—including professional chatters.

26 260. Plaintiff R.M. did not consent to having any of his personal
27 information or communications shared with anyone other than the Creator, and was
28 unaware of the fact that his messages and their content were being disclosed to one

1 or more agents or contractors of the Agency Defendants—including professional
2 chatters.

3 261. Plaintiff R.M. confronted Emily Elizabeth via direct message and she
4 said it was her replying to messages.

5 262. Although he was aware that “management agencies” existed, he
6 believed they only assisted Creators with marketing and social media management,
7 and Plaintiff R.M. was not aware that the Creators listed above were utilizing
8 management agencies until he contacted undersigned counsel, which occurred on
9 approximately January 26, 2024.

10 263. He was not aware that Defendants were engaged in a scheme to
11 deceive Fans into believing that Creators were communicating “directly” with their
12 Fans when they were actually interacting with professional chatters pretending to be
13 the Creators—some of whom, on information and belief, shared almost no relevant
14 characteristics in common with the Creators they were impersonating.

15 264. When he found out about the Chatter Scams, Plaintiff R.M. felt
16 betrayed and violated. He had divulged sensitive and/or personal information not to
17 the individuals he thought he was communicating with—but to imposters paid to
18 impersonate those individuals.

19 265. If he had known about the Chatter Scams, or that any of his
20 expectations or beliefs about the nature of the communication on OnlyFans were
21 not true with respect to a particular Creator, he would not have subscribed to or
22 interacted directly with the Creator’s account at all—much less would he have paid
23 any Premium Content Fees to do so.

24 266. If he had known about the Chatter Scams from the beginning, he likely
25 would not have signed up for an OnlyFans account in the first place.

26 267. Plaintiff R.M. estimates that during the time he was using his
27 OnlyFans account, he spent approximately \$200 to \$300 on Premium Content
28 Fees—20% of which went to OnlyFans.

1 268. Plaintiff R.M. did not receive what he paid for. He would not have
2 paid any Premium Content Fees—and certainly would not have paid as much—if
3 he had known that he was communicating not with the Creators themselves, but
4 with chatters paid to impersonate the Creators.

5 269. Plaintiff R.M. stopped using his OnlyFans account at the end of 2023,
6 after learning of the Chatter Scams through the present litigation.

7 **Plaintiff B.L.**

8 270. Plaintiff B.L. has been an OnlyFans user from approximately 2020 to
9 present. During 2020–2023, Plaintiff B.L. subscribed to the following Creator
10 accounts (collectively, for this section, “Subscribed Creator accounts”), which have
11 been linked to—and, on information and belief, were used by—the Agency
12 Defendants to perpetrate the Chatter Scams:

- 13 a. Briana Armbruster and Sierra Skye (Moxy Management)
- 14 b. Tina Louise, Kayla Lauren, and Anna Louise (Unruly)
- 15 c. Ryann Murphy and Chloe Rosenbaum (Behave)
- 16 d. Mathilde Tantot and Pauline Tantot (Content X)
- 17 e. Summer Soderstrom (Creators Inc.)

18 271. Plaintiff B.L. relied on OnlyFans’ successful efforts to market itself as
19 a “revolutionary” platform that allowed content Creators to have direct interactions
20 with their Fans, as well as OnlyFans’ representations that subscribing to a Creator’s
21 account gave him “benefits” that specifically included the ability to “[d]irect
22 message with this user.” As a result, when he subscribed to each Creator’s account,
23 Plaintiff B.L. expected and believed that any information or communication—but
24 particularly any personal or sensitive information, including thoughts, feelings,
25 and/or images of a private, emotional, and/or sexual nature—that he exchanged
26 with the Creator via her account on OnlyFans would be kept entirely private,
27 confidential, and strictly between himself and the Creator.

28

1 272. Because of these expectations and beliefs, Plaintiff B.L. felt
2 comfortable sharing information through OnlyFans, and at all times relevant to this
3 Complaint, he believed that when he was communicating with a Creator’s account,
4 he was communicating directly and privately with that Creator.

5 273. Plaintiff B.L. communicated via direct message with each of the
6 accounts listed above. Those communications included direct messages that
7 contained personal and sensitive information, including personal photos and videos
8 of himself, and information about his personal interests, hobbies, professional
9 occupation, sexual interests and preferences, and location.

10 274. In addition, Plaintiff B.L. viewed videos sent to him via direct message
11 from Creators’ accounts—some of which he had specifically requested—without
12 knowing those videos had been sent by one or more agents or contractors of the
13 Agency Defendants—including professional chatters.

14 275. Plaintiff B.L. did not consent to having any of his personal information
15 or communications shared with anyone other than the Creator, and was unaware of
16 the fact that his messages and their content were being disclosed to one or more
17 agents or contractors of the Agency Defendants—including professional chatters.

18 276. Although he was aware that “management agencies” existed, he
19 believed they only assisted Creators with marketing and social media management,
20 and Plaintiff B.L. was not aware that the Creators listed above were utilizing
21 management agencies until he contacted undersigned counsel, which occurred on
22 approximately February 21, 2024.

23 277. He was not aware that Defendants were engaged in a scheme to
24 deceive Fans into believing that Creators were communicating “directly” with their
25 Fans when they were actually interacting with professional chatters pretending to be
26 the Creators—some of whom, on information and belief, shared almost no relevant
27 characteristics in common with the Creators they were impersonating.
28

1 278. When he found out about the Chatter Scams, Plaintiff B.L. felt
2 betrayed and violated. He had divulged sensitive and/or personal information not to
3 the individuals he thought he was communicating with—but to imposters paid to
4 impersonate those individuals.

5 279. If he had known about the Chatter Scams, or that any of his
6 expectations or beliefs about the nature of the communication on OnlyFans were
7 not true with respect to a particular Creator, he would not have interacted directly
8 with the Creator’s account at all. Plaintiff B.L. estimates that during the time he was
9 using his OnlyFans account, he spent approximately \$20,000 to \$25,000 on
10 Premium Content Fees—20% of which went to OnlyFans.

11 280. Plaintiff B.L. did not receive what he paid for. He would not have paid
12 any Premium Content Fees—and certainly would not have paid as much—if he had
13 known that he was communicating not with the Creators themselves, but with
14 chatters paid to impersonate the Creators.

15 281. Plaintiff B.L. did not stop using his OnlyFans account after learning of
16 the Chatter Scams through the present litigation. However, he altered his habits and
17 no longer interacts with the Creators or shares any personal or private information
18 since he no longer trusts that the Creator is not being impersonated by an unknown
19 third party.

20 **Plaintiff S.M.**

21 282. Plaintiff S.M. was an OnlyFans user from approximately 2018 to 2024.
22 During that time, Plaintiff S.M. subscribed to the following Creator accounts
23 (collectively, for this section, “Subscribed Creator accounts”), which have been
24 linked to—and, on information and belief, were used by—the Agency Defendants
25 to perpetrate the Chatter Scams:

- 26 a. Kaitlyn Krems and Breckie Hill (Moxy Management)
27 b. Jane Wilde (A.S.H. Agency)
28 c. Bella Thorne and Abella Danger (Content X Studios)

1 d. Stephanie Landor (Creators Inc. Agency)

2 283. Plaintiff S.M. relied on OnlyFans’ successful efforts to market itself as
3 a “revolutionary” platform that allowed content Creators to have direct interactions
4 with their Fans, as well as OnlyFans’ representations that subscribing to a Creator’s
5 account gave him “benefits” that specifically included the ability to “[d]irect
6 message with this user.”

7 284. As a result, when he subscribed to each Creator’s account, Plaintiff
8 S.M. expected and believed that any information or communication—but
9 particularly any personal or sensitive information, including thoughts, feelings,
10 and/or images of a private, emotional, and/or sexual nature—that he exchanged
11 with the Creator via her account on OnlyFans would be kept entirely private,
12 confidential, and strictly between himself and the Creator.

13 285. Because of these expectations and beliefs, Plaintiff S.M. felt
14 comfortable sharing information through OnlyFans, and at all times relevant to this
15 Complaint, he believed that when he was communicating with a Creator’s account,
16 he was communicating directly and privately with that Creator.

17 286. Plaintiff S.M. communicated via direct message with each of the
18 accounts listed above. Those communications included direct messages that
19 contained personal and sensitive information, including personal photos of himself,
20 and information about his personal interests, sexual interests, professional
21 occupation, and location.

22 287. In addition, Plaintiff S.M. viewed videos sent to him via direct
23 message from the Subscribed Creator accounts—some of which he had specifically
24 requested—without knowing those videos had been sent by one or more agents or
25 contractors of the Agency Defendants—including professional chatters.

26 288. Plaintiff S.M. did not consent to having any of his personal
27 information or communications shared with anyone other than the Creator he
28 believed he was communicating with, and was unaware of the fact that his

1 messages and their content were being disclosed to one or more agents or
2 contractors of the Agency Defendants—including professional chatters.

3 289. He had heard of management agencies, and even confronted several
4 Creators via direct message regarding their possible use of management agencies to
5 run their accounts, but the Creators denied these claims and tried to make him feel
6 guilty about questioning their authenticity.

7 290. Plaintiff S.M. confronted Bella Thorne, Stephanie Landor, Breckie
8 Hill, and Kaitlyn Krems via direct message and they all said it was them replying to
9 messages and/or denied using chatters.

10 291. Plaintiff S.M. was not aware that the Creators listed above were
11 utilizing management agencies until he contacted undersigned counsel, which
12 occurred on approximately February 8, 2024.

13 292. He was not aware that Defendants were engaged in a scheme to
14 deceive Fans into believing that Creators were communicating “directly” with their
15 Fans when they were actually interacting with professional chatters pretending to be
16 the Creators—some of whom, on information and belief, shared almost no relevant
17 characteristics in common with the Creators they were impersonating.

18 293. When he found out about the Chatter Scams, Plaintiff S.M. felt
19 betrayed and violated. He had divulged sensitive and/or personal information not to
20 the individuals he thought he was communicating with—but to imposters paid to
21 impersonate those individuals.

22 294. If he had known about the Chatter Scams, or that any of his
23 expectations or beliefs about the nature of the communication on OnlyFans were
24 not true with respect to a particular Creator, he would not have subscribed to or
25 interacted directly with the Creator’s account at all—much less would he have paid
26 any Premium Content Fees to do so.

27 295. If he had known about the Chatter Scams from the beginning, he likely
28 would not have signed up for an OnlyFans account in the first place.

1 296. Plaintiff S.M. estimates that during the time he was using his OnlyFans
2 account, he spent approximately \$1,000 on Premium Content Fees—20% of which
3 went to OnlyFans.

4 297. Plaintiff S.M. did not receive what he paid for. He would not have paid
5 any Premium Content Fees—and certainly would not have paid as much—if he had
6 known that he was communicating not with the Creators themselves, but with
7 chatters paid to impersonate the Creators.

8 298. Plaintiff S.M. stopped using his OnlyFans account on approximately
9 February 8, 2024, after learning of the Chatter Scams through the present litigation.

10 **Plaintiff A.L.**

11 299. Plaintiff A.L. was an OnlyFans user from approximately 2021 to 2024.

12 300. During that time, Plaintiff A.L. subscribed to the following Creator
13 accounts (collectively, for this section, “Subscribed Creator Accounts”), which
14 have been linked to—and, on information and belief, were used by—the Agency
15 Defendants to perpetrate the Chatter Scams:

- 16 a. Bri Jordan (Siren Agency)
- 17 b. Julia Piccolino, Breckie Hill, Carolina Samani, Briana Armbruster, Cristy
18 Senskey, and Claire Stone (Moxy Management)
- 19 c. Tara Electra and Kinsey (Unruly Agency)
- 20 d. Kayla Simmons (Behave Agency)
- 21 e. Katie Williams and Mikayla Demaiter (Verge Agency)
- 22 f. Elseana Panzer, Jostasy Nick, and Nala (also known as Nala the Ninja and
23 Fitness Nala) (Creators Inc.)

24 301. Plaintiff A.L. relied on OnlyFans’ successful efforts to market itself as
25 a “revolutionary” platform that allowed content Creators to have direct interactions
26 with their Fans, as well as OnlyFans’ representations that subscribing to a Creator’s
27 account gave him “benefits” that specifically included the ability to “[d]irect
28 message with this user.”

1 302. As a result, when he subscribed to each Subscribed Creator Account,
2 Plaintiff A.L. expected and believed that any information or communication—but
3 particularly any personal or sensitive information, including thoughts, feelings,
4 and/or images of a private, emotional, and/or sexual nature—that he exchanged
5 with the Creator via her account on OnlyFans would be kept entirely private,
6 confidential, and strictly between himself and the Creator.

7 303. Because of these expectations and beliefs, Plaintiff A.L. felt
8 comfortable sharing information through OnlyFans, and at all times relevant to this
9 Complaint, he believed that when he was communicating with a Subscribed Creator
10 Account, he was communicating directly and privately with that Creator.

11 304. Plaintiff A.L. communicated via direct message with each of the
12 accounts listed above. Those communications included direct messages that
13 contained personal and sensitive information, including personal photos of himself.

14 305. In addition, Plaintiff A.L. viewed videos sent to him via direct
15 message through the Subscribed Creator Accounts—some of which he had
16 specifically requested—without knowing those videos had been sent by one or
17 more agents or contractors of the Agency Defendants—including professional
18 chatters.

19 306. Plaintiff A.L. did not consent to having any of his personal information
20 or communications shared with anyone other than the Creator he believed he was
21 communicating with, and was unaware of the fact that his messages and their
22 content were being disclosed to one or more agents or contractors of the Agency
23 Defendants—including professional chatters.

24 307. Although he was aware that “management agencies” existed, he
25 believed they only assisted Creators with marketing and social media management,
26 and Plaintiff A.L. was not aware that the Subscribed Creator Accounts were
27 utilizing management agencies until he contacted undersigned counsel, which
28 occurred on approximately March 27, 2024.

1 316. Plaintiffs seek to represent a nationwide class of OnlyFans users
2 (“Nationwide Class”) defined as:

3 All persons residing in the United States who had a Fan
4 account on OnlyFans and paid Premium Content Fees to
5 any Creator who was represented by an Agency
6 Defendant and that Agency Defendant used chatters to
7 communicate directly with these Fans on the OnlyFans
8 platform during the Relevant Time Period.

9 317. Plaintiffs N.Z. and R.M. (“California Plaintiffs”) seek to represent a
10 subclass of California residents (“California Sub-Class”) defined as:

11 All persons residing in California who had a Fan account
12 on OnlyFans and paid Premium Content Fees to any
13 Creator who was represented by any Agency Defendant
14 and that Agency Defendant used chatters to communicate
15 directly with these Fans on OnlyFans platform during the
16 Relevant Time Period.

17 318. The “Relevant Time Period” means the period of time established by
18 the Court for the claims alleged in this Complaint.

19 319. Excluded from the Classes (the members of which are collectively
20 referred to as “Class Members”) are Defendants and their co-conspirators, officers,
21 directors, legal representatives, heirs, successors and wholly or partly owned
22 subsidiaries or affiliated companies; Class counsel and their employees; and the
23 judicial officers and their immediate family members and associated court staff
24 assigned to this case, and all persons within the third degree of relationship to any
25 such persons.

26 320. Plaintiffs reserve the right to amend or modify the class definitions
27 after having had an opportunity to conduct discovery.

28 **A. The Requirements of Rule 23(a)(1)-(4) Are Satisfied**
 Numerosity

 321. The Classes are so numerous that joinder of all members is unfeasible
and impracticable. OnlyFans has millions of subscribers worldwide, and on
information and belief, the practice of using chatters to impersonate Creators is so

1 widespread that any reasonable estimate indicates there are hundreds of
2 thousands—if not millions—of Class Members.

3 **Commonality**

4 322. Common questions of law and fact exist as to all Class Members,
5 which include, but are not limited to:

- 6 a. Whether OnlyFans Defendants misrepresented the nature of the
7 communications between Fans and Creators;
- 8 b. Whether the Agency Defendants used Chatters, who were pretending to
9 be the Represented Creators, to communicate with Fans;
- 10 c. Whether Agency Defendants released, transferred, disclosed and/or
11 disseminated the personal or private information of Plaintiffs and Class
12 Members—including personal communications and video-watching
13 histories to unauthorized third parties, including Chatters.
- 14 d. Whether Defendants engaged in or conspired to engage in a RICO
15 enterprise that harmed Plaintiffs and the Class Members;
- 16 e. Whether OnlyFans Defendants breached their contracts with Plaintiffs and
17 the Class Members;
- 18 f. Whether Defendants are liable under each of the causes of action as
19 alleged herein;
- 20 g. Whether Class Members were damaged and, if so, the appropriate
21 measure of damages; and
- 22 h. Whether Class Members are entitled to damages, equitable relief, and
23 other relief.

24 **Typicality**

25 323. Plaintiffs' claims are typical of the claims of the other members in the
26 Classes, as they arise out of the uniform and pervasive conduct of Defendants,
27 involve the same legal theories, and challenge the same practices of Defendants.
28 Plaintiffs and all Class Members have been subjected to the same falsehoods and

1 practices, hold the same rights, are entitled to the same legal and equitable relief,
2 have suffered the same impact and injury, and sustained similar damage by paying
3 for Premium Content Fees they would not have paid, or greater than that which
4 they would have paid, had Defendants disclosed and/or taken action on the Chatter
5 Scams and concomitant privacy and terms-of-service violations.

6 **Adequacy**

7 324. Plaintiffs and their counsel will fairly and adequately represent the
8 interests of the Classes they seek to represent. Plaintiffs have no interests
9 antagonistic to, or in conflict with, the interests of the other Class Members.
10 Plaintiffs' lawyers are highly experienced in the prosecution of consumer class
11 actions and complex commercial litigation, capable of providing the financial
12 resources needed to litigate this matter to conclusion, and have litigated other
13 consumer rights matters in a class context.

14 **B. The Requirements of Rule 23(b)(2) Are Satisfied**

15 **Defendants' conduct generally applies to Class, making injunctive relief** 16 **for the class as a whole appropriate.**

17 325. Rule 23(b)(2) requires that for certification of the Injunctive Relief
18 Class, Plaintiff must show "the party opposing the class has acted or refused to act
19 on grounds that apply generally to the class, so that final injunctive relief or
20 corresponding declaratory relief is appropriate respecting the class as a whole."
21 Rule 23(b)(2).

22 326. Here, Defendants' actions and failures to act are systemic and uniform
23 across the class, as are the terms of service and other contract documents. The relief
24 the Class seeks would require injunctive relief that conforms Defendants' conduct
25 to the law and exiting contractual obligations.

26 327. Classwide equitable relief is appropriate under Rule 23(b)(2) because
27 Defendants have acted on grounds that apply generally to the members of the
28 Classes, and inconsistent adjudications with respect to the Defendants' liability

1 would establish incompatible standards and substantially impair or impede the
2 ability of Class Members to protect their interests. Classwide relief and Court
3 supervision under Rule 23 assures fair, consistent, and equitable treatment and
4 protection of all Class Members, and uniformity and consistency in Defendants’
5 discharge of their duties to perform corrective action regarding the Class.

6 **C. The Requirements of Rule 23(b)(3) Are Satisfied**

7 **Predominance**

8 328. Class certification is appropriate under Federal Rule of Civil Procedure
9 23(b)(3) because the questions of law or fact common to class members
10 predominate over any questions affecting only individual members. “The
11 predominance analysis under Rule 23(b)(3) focuses on the relationship between the
12 common and individual issues in the case, and tests whether the proposed class is
13 sufficiently cohesive to warrant adjudication by representation.” *Abdullah v. U.S.*
14 *Sec. Assocs., Inc.*, 731 F.3d 952, 964 (9th Cir. 2013) (citations and internal
15 quotations omitted). Predominance “does not require a plaintiff seeking class
16 certification to prove that each element of their claim is susceptible to classwide
17 proof, so long as one or more common questions predominate.” *Castillo v. Bank of*
18 *Am., NA*, 980 F.3d 723, 730 (9th Cir. 2020) (citations and internal quotations
19 omitted). Plaintiff must also present a method showing “that damages are capable
20 of measurement on a classwide basis.” *Comcast Corp. v. Behrend*, 569 U.S. 27, 34
21 (2013). Plaintiffs have met all of these requirements. In this case, liability would be
22 determined by common representations, acts, promises, and omissions, the proof of
23 which every class member could use to prove liability. Damages could be
24 determined using the records of Defendants or mechanically if by statutory damage
25 awards, even though individual differences in damages does not preclude
26 certification.

1 **Superiority**

2 329. A class action is superior to all other available methods for fairly and
3 efficiently adjudicating the claims of Plaintiffs and the Class Members. Plaintiffs
4 and the Class Members—many of whom are unaware of their rights—have been
5 harmed by Defendant’s misrepresentations.

6 330. Defendants have acted uniformly with respect to the Plaintiffs and
7 Class Members. Defendants’ scheme treated consumers as a Class to be uniformly
8 deceived. A class action is superior to all other available methods for the fair and
9 efficient adjudication of this controversy. Plaintiffs and Class Members have all
10 suffered economic harm and damage because of Defendants’ unlawful and
11 wrongful conduct, which was directed toward Class Members and the public, rather
12 than specifically or uniquely against any individual Class Members.

13 331. There is currently no pending litigation regarding Defendants’ conduct
14 and this class action will reduce the possibility of repetitious litigation relating to
15 Defendants’ wrongful actions and provides an efficient mechanism for adjudication
16 for Class Members.

17 332. Absent a class action, most Class Members would likely find the cost
18 of litigating their claims prohibitively high and would therefore have no effective
19 remedy at law. Because of the small size of the individual Class Members’ claims,
20 it is unlikely that the Class Members could individually afford to seek legal redress
21 for Defendants’ misconduct.

22 333. Class treatment in this Court, where a majority of Defendants reside
23 where all Defendants do business, will conserve the resources of the courts and the
24 litigants, and will promote consistency and efficiency of adjudication by providing
25 common answers to the common questions of knowledge, conduct, duty, and
26 breach that predominate in this action.

27
28

1 334. Because this case involves common conduct by Defendants and all
2 Class Members have suffered the same harm, there are no obvious difficulties in
3 managing this case as a classwide action.

4 335. Classwide equitable relief is appropriate under Rule 23(b)(2) because
5 Defendants have acted on grounds that apply generally to the members of the
6 Classes, and inconsistent adjudications with respect to the Defendants' liability
7 would establish incompatible standards and substantially impair or impede the
8 ability of Class Members to protect their interests. Classwide relief and Court
9 supervision under Rule 23 assures fair, consistent, and equitable treatment and
10 protection of all Class Members, and uniformity and consistency in Defendants'
11 discharge of their duties to perform corrective action regarding the Class.

12 VI. TOLLING OF STATUTE OF LIMITATIONS

13 336. The statutes of limitation applicable to Plaintiffs' claims are tolled as a
14 result of Defendants' knowing and active concealment of the alleged conduct.
15 Plaintiffs did not and could not have reasonably discovered the true nature of
16 Chatter Scams because OnlyFans Defendants falsely represented to users that they
17 were talking directly with Creators.

18 337. Agency Defendants, who were running their Represented Creators
19 Accounts, did not disclose that the accounts were being run by agencies or that
20 Plaintiffs and Class Members were communicating with chatters most of the time.
21 Moreover, Defendants denied that the communications were not coming from the
22 Creator and/or terminated the accounts of Fans who raised the chatter issue.

23 338. Plaintiffs' claims are therefore tolled under the discovery rule.

24 339. The causes of action alleged herein did not accrue until Plaintiffs
25 discovered or should have discovered the Chatter Scams.

26 340. To this day, Defendants do not disclose the use of chatters or that users
27 will, for the most part, not be having personal, authentic, and direct
28

1 communications with the Creators because most, if not all, of those
2 communications will be with chatters.

3 341. Plaintiffs and other Class Members could not have learned about the
4 full extent of the Chatter Scam or Defendants' misconduct through the exercise of
5 reasonable diligence, especially with Defendants working to conceal the Chatter
6 Scam.

7 342. For most users, the full extent of Chatter Scams is still unknown,
8 making the discovery rule appropriate.

9 343. For these reasons, all applicable statutes of limitations have been tolled
10 by the operation of the discovery rule.

11 VII. CAUSES OF ACTION

12 344. Each claim below incorporates all other paragraphs in this Complaint.

13 345. For ease of reading, the claims below each use the terms "Defendants"
14 and "Class Members." These terms may refer to the specific Defendants and Class
15 identified at the beginning of each claim section, but if not otherwise defined within
16 a particular claim, the claim is brought against All Defendants on behalf of the
17 Nationwide Class or, in the alternative, on behalf of the California Class.

18 346. The term "Plaintiffs," used alone in these Claims, refers collectively to
19 the named Plaintiffs and all members of the relevant Class.

20 COUNT I 21 VIOLATION OF RICO 22 (18 U.S.C. § 1962(c))

23 347. RICO makes it "unlawful for any person employed by or associated
24 with any enterprise engaged in, or the activities of which affect, interstate or foreign
25 commerce, to conduct or participate, directly or indirectly, in the conduct of such
26 enterprise's affairs through a pattern of racketeering activity." 18 U.S.C. § 692(c).

27 348. Under 18 U.S.C. § 1961(4), an "enterprise" may be an association-in-
28 fact that, although it has no formal legal structure, has (i) a common purpose,

1 (ii) relationships among those associated with the enterprise, and (iii) longevity
2 sufficient to pursue the enterprise’s purpose.

3 349. A “person” is “any individual or entity capable of holding a legal or
4 beneficial interest in property.” 18 U.S.C. § 1961(3).

5 350. “Racketeering activity” includes wire fraud under 18 U.S.C. § 1343.
6 18 U.S.C. § 1961(1).

7 351. 18 U.S.C. § 1343 provides that “[w]hoever, having devised or
8 intending to devise any scheme or artifice to defraud, or for obtaining money or
9 property by means of false or fraudulent pretenses, representations, or promises,
10 transmits or causes to be transmitted by means of wire, radio, or television
11 communication in interstate or foreign commerce, any writings, signs, signals,
12 pictures, or sounds for the purpose of executing such scheme or artifice.”

13 **A. Each of Defendants Are Culpable Persons Under RICO**

14 352. Defendants are all culpable “persons” under 18 U.S.C. § 1961(3), as
15 each of them is an entity capable of holding a legal or beneficial interest in
16 property.

17 **B. The Content Fraud Enterprise is a RICO Enterprise**

18 353. For the purposes of this claim, the RICO enterprise, referred to in this
19 Complaint as the “Content Fraud Enterprise,” is an association-in-fact enterprise of
20 FIL and FIUSA (the OnlyFans Defendants), and Boss Baddies, Moxy, Unruly,
21 Behave, A.S.H., Content X, Verge, and Elite Creators (the Agency Defendants),
22 along with the Agency Defendants’ co-conspirators, their Represented Creators.

23 354. OnlyFans Defendants and Agency Defendants play different roles, but
24 all cooperate on a common purpose: using chatters to extract Premium Content
25 Fees from Plaintiffs and Class Members.

26 355. OnlyFans Defendants have, continually since its inception, promised
27 to every Fan on the OnlyFans platform that they will be able to “direct message”
28 with the Creators they subscribe to.

1 356. As described herein, each of these communications was made directly
2 to Plaintiffs and the Class members when they signed up for each Creator’s
3 subscription on the OnlyFans platform.

4 357. OnlyFans Defendants have also communicated to Plaintiffs and the
5 Class Members on the various platforms, including its website that they will be able
6 to “direct message” with Creators, chat “1 on 1” with the Creators, and build
7 “genuine” and “authentic” connections.

8 358. Each of the Agency Defendants manages the OnlyFans accounts of its
9 Represented Creators, who are unnamed co-conspirators. On behalf of the Creators,
10 the Agency Defendants use chatters to post and communicate as the Represented
11 Creator on that Creator’s account—what has been described herein as the Chatter
12 Scams—surreptitiously impersonating the Creator.

13 359. Agency Defendants implemented the Chatter Scams on behalf of the
14 Creators they represent to convince Fans they were direct messaging with the
15 Represented Creators and receiving the promised “1 on 1,” chats, “direct
16 messaging.” or “authentic” experience, when in fact the Fans were speaking with
17 third parties without their knowledge. As described herein, these false
18 communications were made by the Agency Defendants on behalf of their
19 Represented Creators to Plaintiffs and Class Members each time they engaged in a
20 direct message with a Represented Creator.

21 360. The Agency Defendants’ Chatter Scams are designed to use deception
22 to maximize the Premium Content Fees paid to the Creators by the Fans as
23 described herein, a portion of which is paid to the Agency Defendants.

24 361. Since their inception, the Agency Defendants engaged in the
25 fraudulent activities by controlling and distributing misleading and false digital
26 content to Fans through the Chatter Scams on behalf of the Creators, knowing that
27 OnlyFans Defendants was monitoring the platform but would not enforce its anti-
28 fraud policies.

1 362. OnlyFans Defendants, who claim to monitor everything that happens
2 on the OnlyFans platform, are aware of Agency Defendants and encourage the use
3 of such agencies.

4 363. OnlyFans Defendants intentionally failed to enforce its anti-fraud
5 policies—knowing non-enforcement would allow Agency Defendants to continue
6 their fraudulent activities and increase and maximize a Creator’s Premium Content
7 Fees through the Chatter Scams—to continue to collect 20% of the revenue
8 generated by the fraudulent activity

9 364. The OnlyFans Defendants received complaints from its Fans about the
10 use of chatters, yet they continued to allow and support the fraudulent actions of the
11 Agency Defendants.

12 365. The OnlyFans Defendants platform’s interface and marketing
13 strategies are designed to maximize engagement and revenue, regardless of the
14 authenticity of the content.

15 366. OnlyFans Defendants’ profit motive drives them to engage in
16 fraudulent conduct, intentionally overlooking violations to maximize revenue.

17 367. Various other persons, firms, and corporations, including third-party
18 entities and individuals not named as Defendants such as Represented Creators,
19 have participated as co-conspirators with Defendants in these offenses and have
20 performed acts in furtherance of the conspiracy to increase or maintain revenues
21 and increase market share for Defendants and their unnamed co-conspirators.

22 **C. Pattern of Racketeering Activity**

23 368. The Content Fraud Enterprise is an ongoing, continuing group of
24 entities associated together for the common purpose of fraudulently increasing the
25 amount and number of Premium Content Fees each Fan pays.

26 369. The Content Fraud Enterprise has been ongoing since approximately
27 2016 and will continue as long as Defendants can continue to fraudulently collect
28 Premium Content Fees from Plaintiffs and the Class Members.

1 370. While the OnlyFans Defendants and Agency Defendants are members
2 of the Content Fraud Enterprise, and participated in and are part of the enterprise,
3 they all have an existence separate and distinct from the enterprise. The Content
4 Fraud Enterprise has a systematic linkage because there are financial ties and
5 coordination of activities between the OnlyFans Defendants and the Agency
6 Defendants.

7 371. The Content Fraud Enterprise engaged in, and its activities affected
8 interstate and foreign commerce, because it involved commercial activities across
9 state boundaries and internationally, such as the marketing, promotion,
10 advertisement, and sale of digital content on the OnlyFans platform.

11 **D. The Racketeering Activity or Predicate Acts**

12 372. Defendants devised a scheme to defraud Fans by creating and
13 promoting misleading digital content on the OnlyFans platform, falsely
14 representing the nature, quality, and value of the content to induce Fans to pay
15 Premium Content Fees.

16 373. Defendants acted with the specific intent to deceive and defraud Fans
17 to increase their profits.

18 374. To carry out, or attempt to carry out the scheme to defraud, Defendants
19 conducted or participated in the conduct of the affairs of the Content Fraud
20 Enterprise through a pattern of racketeering activity in violation of 18 U.S.C.
21 § 1962(c), that employed the use of the wire facilities, in violation of 18 U.S.C.
22 § 1343.

23 375. Defendants participated in the scheme to defraud by using the internet
24 to transmit and operate the Content Fraud Enterprise.

25 376. OnlyFans Defendants used the internet to communicate to Plaintiffs
26 and Class Members that they could develop “authentic relationships” and
27 “authentic connections” with Creators, which currently is on the OnlyFans website
28 and has been on there since 2017, reiterated in May 2022 as set forth herein.

- 1 a. On January 17, 2021, OnlyFans Defendants represented on Twitter
2 that Fans could “direct message[]” and “chat with a Creator.”
- 3 b. On February 9, 2021, OnlyFans Defendants represented on Twitter
4 that Fans could “chat with [a Creator] 1 on 1.”
- 5 c. On February 20, 2021, OnlyFans Defendants represented on Twitter
6 that Fans could “chat with [a Creator] 1 on 1.”
- 7 d. On March 2, 2021, OnlyFans Defendants represented on Twitter that
8 Fans could “chat” with a Creator.
- 9 e. On May 26, 2021, OnlyFans Defendants represented on Twitter a
10 Creator would “chat with all her fans in the DMs.”
- 11 f. On September 10, 2021, OnlyFans Defendants represented on Twitter
12 that a Creator “loves getting to know her fans in the DMs” and they
13 could “chat with her.”
- 14 g. On December 22, 2021, OnlyFans Defendants represented on Twitter
15 that a Creator “loves getting to know her fans 1-on-1 . . . so introduce
16 yourself.”
- 17 h. On January 6, 2022, OnlyFans Defendants represented on Twitter that
18 a Creator “can’t wait to chat with you.”
- 19 i. On March 8, 2022, OnlyFans Defendants represented on Twitter that
20 a Creator “even chats with her fins in the DMs . . . So go and say
21 hey.”
- 22 j. On October 22, 2022, OnlyFans Defendants represented on Twitter
23 that Fans could “connect” with a Creator on a “deeper level.”
- 24 k. On September 30. 20222, OnlyFans Defendants represented on
25 Twitter that Fans could “talk one-on-one with” a Creator.
- 26 l. On November 2, 2022, OnlyFans Defendants represented on
27 Instagram that a Creator was “chatting with her fans.”
28

- 1 m. On November 16, 2022, OnlyFans Defendants represented on Twitter
2 that Fans could connect with a Creator “1-on-1.”
- 3 n. On December 16, 2022, OnlyFans Defendants represented on Twitter
4 that a Creator was “responding to DMs.”
- 5 o. On August 19, 2023, OnlyFans Defendants represented on Instagram
6 that Creator would “interact directly with [her] fans.”
- 7 p. On May 3, 2024, OnlyFans Defendants represented on Twitter that
8 Fans could “connect[] personally” with a Creator.
- 9 q. On June 18, 2024, OnlyFans Defendants represented on Instagram
10 that a Creator made her living “chatting” with the Fans.
- 11 r. On July 17, 2024, OnlyFans Defendants represented on Instagram that
12 a Creator makes “amazing connections with [her] fans and built
13 genuine relationships.”

14 377. OnlyFans Defendants made each of these statements to convince Fans
15 to subscribe to Creators, collecting 20% of all those subscription fees, in addition to
16 additional purchases made by the Fans after they subscribe.

17 378. OnlyFans Defendants used the internet to communicate to each Fan
18 who subscribed to a Creator’s account that they would be able to “Direct message
19 with this user.” OnlyFans Defendants’ records will show the exact date each
20 Plaintiff and Class Member subscribed to a Creator account and received this
21 communication. Agency Defendants as co-conspirators and agents of the
22 Represented Creators, transmitted multiple communications through the internet to
23 Plaintiffs and Class Members, falsely representing they were Creators, to convince
24 Plaintiffs and Class Members to pay Premium Content Fees. Defendants’ records
25 will show the exact date of each communication, some of those communications
26 include:

- 27 a. Plaintiff B.L. subscribed to Briana Armbruster (Moxy) on November
28 28, 2023. The monthly subscription fee was \$14.99 and he tipped an

1 additional \$87.00 during the length of his subscription. Plaintiff B.L. is
2 not currently subscribed to Briana Armbruster.

3 b. Plaintiff B.L. subscribed to Tina Louise (Unruly) on October 9, 2020.
4 He tipped an additional \$59.69 during the length of his subscription.
5 Plaintiff B.L. is not currently subscribed to Tina Louise.

6 c. Plaintiff B.L. subscribed to Kayla Lauren (Unruly) on October 9,
7 2020. He tipped an additional \$44.00 during the length of his
8 subscription. Plaintiff B.L. is not currently subscribed to Kayla Lauren.

9 d. Plaintiff B.L. subscribed to Anna Louise (Unruly) on October 9, 2020.
10 He tipped an additional \$160.67 during the length of his subscription.
11 Plaintiff B.L. is not currently subscribed to Anna Louise.

12 e. Plaintiff B.L. subscribed to Ryann Murphy (Behave) on January 15,
13 2022. He tipped an additional \$51.00 during the length of his
14 subscription. Plaintiff B.L. is not currently subscribed to Ryann
15 Murphy.

16 f. Plaintiff B.L. subscribed to Mathilde Tantot (Content X) on May 13,
17 2021. He tipped an additional \$294.31 during the length of his
18 subscription. Plaintiff B.L. is still subscribed to Mathilde Tantot but no
19 longer interacts with her.

20 g. Plaintiff B.L. subscribed to Pauline Tantot (Content X) on May 13,
21 2021. He tipped an additional \$148.00 during the length of his
22 subscription. Plaintiff B.L. is still subscribed to Pauline Tantot but no
23 longer interacts with her.

24 h. Plaintiff B.L. subscribed to Summer Soderstrom (Creators Inc.) on
25 January 3, 2023. He tipped an additional \$76.00 during the length of
26 his subscription. Plaintiff B.L. is not currently subscribed to Summer
27 Soderstrom.

28

- 1 i. Plaintiff S.M. subscribed to Bella Thorne (Content X) in 2020. The
2 monthly subscription fee was approximately \$20.00. He made several
3 payments for content that was promised but never delivered or
4 misleading. For example, he paid for a “topless picture” and received a
5 picture of Ms. Thorne’s back with no shirt and covering her breasts.
- 6 j. Plaintiff S.M. subscribed to Jane Wilde (A.S.H.) in 2023 for two
7 months at approximately \$4.99 per month. He tipped \$40.00 for a
8 picture and video that was promised but not delivered. Ms. Wilde
9 never replied to any of his messages regarding the content that was
10 paid for but never delivered.
- 11 k. Plaintiff S.M. subscribed to Abella Danger (Content X) from 2022–
12 2024. He subscribed to both her free page and her VIP page at \$19.99
13 per month. He tipped \$100.00 to become a VIP subscriber and was led
14 to believe he would receive exclusive “spicy content” monthly. He
15 received the same photos that were posted on Ms. Danger’s Instagram
16 account. Ms. Danger never replied to any of his messages asking for a
17 refund.
- 18 l. Plaintiff S.M. subscribed to Steph Landor (Creators Inc.) from 2021 –
19 2023 to both her free page and her VIP page at approximately \$20.00
20 per month. He spent over \$200.00 for content “of a hot and spicy
21 nature,” such as topless photos and shower and bath videos. Instead, he
22 received the same photos that were posted on Ms. Landor’s Instagram
23 account. He sent direct messages complaining and accusing her of not
24 being truthful with her promised content. He was told her management
25 team handles her OnlyFans account and they would be in touch with
26 him.
- 27 m. Plaintiff S.M. subscribed to Kaitlyn Krems (Moxy) from 2023–2024.
28 He paid \$100.00 to become a VIP subscriber. He spent additional

1 money to purchase photos but they were all bikini photos rather than
2 explicit content.

3 n. Plaintiff S.M. subscribed to Breckie Hill (Moxy) in 2023. He paid
4 \$100.00 to become a VIP subscriber. Instead of explicit content, he
5 only received a picture of Ms. Hill's face. When he questioned why, he
6 received no response.

7 o. Plaintiff R.M. subscribed to Chyanne Burden (Moxy) on July 16,
8 2020. At the time, her page was free to subscribe to. He tipped an
9 additional \$55.00 during the length of his subscription. Plaintiff R.M.
10 is still subscribed to Chyanne Burden but no longer tips or interacts
11 with her. The current monthly subscription fee is approximately
12 \$20.00.

13 p. Plaintiff R.M. subscribed to Emily Elizabeth (Dysrpt) on October 7,
14 2022. He tipped an additional \$65.00 to become a VIP subscriber. He
15 never received the picture he paid for with his VIP Picture
16 Subscription. Plaintiff R.M. is still subscribed to Emily Elizabeth but
17 no longer interacts with her.

18 q. Plaintiff R.M. confronted Emily Elizabeth via direct message and she
19 said it was her replying to messages

20 379. In addition to the acts of wire fraud identified above, Defendants' acts
21 also include:

22 a. Promotion of fraudulent digital content through the OnlyFans platform to
23 Plaintiffs and Class Members.

24 b. Electronic payment transactions processed by the platform—specifically
25 by Defendant FIUSA—in which money was transferred from Fans to
26 Defendants.

27
28

- 1 c. Communications between OnlyFans Defendants and Agency Defendants,
- 2 instructing them on how to maximize profits through misleading content,
- 3 as described herein.
- 4 d. Defendants' false and fraudulent representation to Plaintiffs and the Class
- 5 Members about the value and/or authenticity of the digital content.
- 6 e. The fraudulent digital content itself.
- 7 f. Communications promoting fraudulent content.
- 8 g. Essential marketing and promotional materials.
- 9 h. Fraudulent advertisements and representations.
- 10 i. Fraudulently obtained payments from Fans.
- 11 j. Documents and communications that facilitated the fraudulent scheme.
- 12 k. False or misleading communications intended to obscure the fraud.
- 13 l. Sales and marketing materials, including advertising, websites, product
- 14 packaging, brochures, and labeling, which misrepresented, omitted, and
- 15 actively concealed material facts about the true nature of the digital
- 16 content.
- 17 m. Documents intended to facilitate the marketing and sale of fraudulent
- 18 content.
- 19 n. Documents to process and receive payment for the digital content by
- 20 unsuspecting Fans, including invoices and receipts.
- 21 o. Deposits of proceeds.

22 380. As described above, Defendants have committed, conspired to commit,

23 and/or aided and abetted in the commission of, at least two predicate acts of

24 racketeering activity within the past ten years.

25 381. Defendants used, directed the use of, and/or caused to be used,

26 thousands of wire communications in service of their scheme through virtually

27 uniform misrepresentations, concealments, and material omissions.

28

1 382. The wire transmissions were made in furtherance of Defendants’
2 scheme and common course of conduct to deceive Fans and lure them into paying
3 money for a fraudulent “personal” virtual relationship and associated content.

4 383. Many of the precise dates of the fraudulent uses of the interstate wire
5 facilities have been deliberately hidden and cannot be alleged without access to
6 Defendants’ books and records.

7 **E. Injury and Damages**

8 384. Plaintiffs and the Class Members are victims of this nationwide
9 scheme, having signed up for the OnlyFans platform based on assurances from the
10 OnlyFans Defendants that the digital content and direct messaging was authentic
11 and as represented.

12 385. The OnlyFans Defendants falsely and fraudulently represented the
13 value and authenticity of the digital content to Fans.

14 386. The Agency Defendants on behalf of the Represented Creators used
15 the Chatter Scams to increase the Premium Content Fees paid by Plaintiffs and the
16 Class Members, of which they took a portion.

17 387. Defendants’ actions were done to induce Fans to pay Premium Content
18 Fees, all to fraudulently increase Defendants’ profits.

19 388. Defendants’ scheme was reasonably calculated to deceive Plaintiffs
20 and Fans through the execution of their complex and illegal scheme to misrepresent
21 the authenticity of the digital content offered on the platform.

22 389. By reason of, and because of the conduct of Defendants, and each of
23 them, and in particular, their pattern of racketeering activity, Plaintiffs and Class
24 Members have been injured in their business and/or property in multiple ways,
25 including but not limited to:

26 390. Paying Premium Content Fees they would not have paid, had they
27 known they were communicating with chatters, not the Creators.

28

1 391. The lost expectation of having direct, authentic communications, and
2 the effort wasted communicating with Creators' chatters.

3 392. Overpayment for the digital content that was not as represented.

4 393. Overpayment for digital content that was misrepresented as to the
5 characteristics, source, or authenticity.

6 394. Other incidental and consequential expenses linked to the overpayment
7 for the digital content, including, but not limited to, additional interest on financing,
8 fees, and other financial harms.

9 395. Defendants' violations of 18 U.S.C. § 1962(c) have directly and
10 proximately caused injuries and damages to Plaintiffs and the Class, and Plaintiffs
11 and the Class are entitled to three times their actual damages, as well costs and
12 reasonable attorneys' fees under 18 U.S.C. § 1964(c).

13 **COUNT II**
14 **RICO CONSPIRACY**
15 **(18 U.S.C. § 1962(d))**

16 396. **Agreement to Violate RICO.** Defendants OnlyFans Defendants and
17 Agency Defendants, along with the Agency Defendants' co-conspirators,
18 knowingly agreed and conspired to violate 18 U.S.C. § 1962(c) by engaging in the
19 pattern of racketeering activity described above.

20 397. **Participation in Conspiracy.** Each Defendant knowingly agreed to and
21 participated in the conspiracy by performing various acts to further the fraudulent
22 scheme, including creating and distributing false digital content, and facilitating the
23 transactions through the platform.

24 398. **Overt Acts in Furtherance of the Conspiracy.** Defendants committed
25 numerous overt acts in furtherance of the conspiracy, including but not limited to:

- 26 a. OnlyFans Defendants' development and implementation of policies that
27 ostensibly prohibited fraudulent activity but were intentionally not
28 enforced.

- 1 b. OnlyFans Defendants promised Fans that they could and would be direct
- 2 messaging with Creators, knowing that the Agency Defendants were
- 3 using chatters to impersonate Creators in violation of OnlyFans' policies.
- 4 c. OnlyFans Defendants' collection of 20% of the Premium Content Fees,
- 5 knowing that the Agency Defendants were using chatters to impersonate
- 6 Creators in violation of OnlyFans' policies, and in response to which
- 7 OnlyFans Defendants took no action.
- 8 d. Agency Defendants' creation and sale of fraudulent digital content,
- 9 knowing that OnlyFans Defendants would not take action to stop or
- 10 penalize such behavior.
- 11 e. Use of interstate wire communications to promote and facilitate the
- 12 fraudulent scheme, including internet promotions and electronic
- 13 transactions.

14 399. ***Injury and Causation.*** As a direct and proximate result of the
15 Defendants' conspiracy, Plaintiffs and the Class suffered financial harm through the
16 purchase of fraudulent digital content in the form of Premium Content Fees, leading
17 to significant monetary losses.

18 400. Defendants' actions were the proximate cause of the Plaintiffs' and
19 Class Members' injuries, as the fraudulent scheme depended on the implicit
20 coordination and mutual support of all Defendants.

21 401. By reason of, and because of the conduct of Defendants, and each of
22 them, and in particular, their conspiracy to commit a pattern of racketeering
23 activity, Plaintiffs and Class Members have been injured in their business and/or
24 property in multiple ways, including but not limited to:

- 25 a. Paying Premium Content Fees they would not have paid, had they known
- 26 they were communicating with chatters, not the Creators.
- 27 b. The lost expectation of receiving authentic digital content.
- 28 c. Overpayment for the digital content that was not as represented.

1 d. Overpayment for digital content that they did not receive or that was
2 misrepresented as to the source or authenticity.

3 402. Other incidental and consequential expenses linked to the overpayment
4 for the digital content, including, but not limited to, additional interest on financing,
5 fees, and other financial harms.

6 403. Defendants' violation of 18 U.S.C. § 1962(d) have directly and
7 proximately caused injuries and damages to Plaintiffs and the Class, and Plaintiffs
8 and the Class are entitled to three times their actual damages, as well costs and
9 reasonable attorneys' fees under 18 U.S.C. 1964(c).

10 **COUNT III**
11 **VIOLATION OF THE FEDERAL**
12 **VIDEO PRIVACY PROTECTION ACT (VPPA)**
13 **(18 U.S.C. § 2710)**
14 **(Against All Defendants)**

15 404. The Video Privacy Protection Act ("VPPA" or, in this claim, "the
16 Act") was passed to protect the ability of Americans to obtain and watch video
17 content in private spaces without risk that the businesses providing them those
18 videos would disclose the nature of that content to anyone "without the watcher's
19 consent."⁷⁷

20 405. To that end, the Act prohibits a "video tape service provider" from
21 knowingly disclosing a customer's "personally identifiable information" without
22 that customer's consent.⁷⁸

23
24
25 ⁷⁷ "The Video Privacy Protection Act as a Model Intellectual Privacy Statute,"
26 Developments in the Law, Harvard Law Review, 131 Harv. L. Rev. 1766, available
27 at <https://harvardlawreview.org/print/vol-131/the-video-privacy-protection-act-as-a-model-intellectual-privacy-statute/> (last accessed Jul. 28, 2024).

28 ⁷⁸ See e.g., *Mollett v. Netflix, Inc.*, 795 F.3d 1062, 1066 (9th Cir. 2015).

1 **A. The OnlyFans platform collects personally identifying information about**
2 **Fans.**

3 406. In its Privacy Policy, OnlyFans admits to collecting the following
4 categories of information: “User Data,” including a Fan’s “email address” and
5 “telephone number;” “Account Data,” which includes: “profile name”;
6 “password”; “avatars and headers of your Fan account”; “your subscriptions”;
7 “comments on posts made from your Fan account”; “chat messages between you
8 and other users”; “Commercial Information: Such as information about products or
9 services purchased and your use of our Services”; and “Sensory Information: Such
10 as pictures and videos (content) you upload to the Website.”⁷⁹

11 407. Each time a Fan interacts with a Creator’s account via OnlyFans, the
12 platform collects and transmits information sufficient to identify the specific Fan,
13 including the Fan’s username, which can be used by anyone to locate and view the
14 Fan’s profile on OnlyFans. Thus, any interaction related to a Fan’s request for or
15 viewing of any video content is considered personally identifying information
16 (“PII”) about that Fan,⁸⁰ since it would allow an ordinary person to connect an
17 individual Fan with the specific content that they requested and/or viewed—
18 including the titles or filenames of videos, as well as the subject matter of those
19 videos—and thus to identify the video-watching behavior of individual Fans,
20 including Plaintiffs and Class Members.

21 408. Indeed, the Chatter Scams only function effectively through the
22 nonconsensual disclosure of Fan PII: by creating a communication history viewable
23 by chatters so that they can convincingly impersonate a specific Creator and

24 ⁷⁹ Privacy Policy ¶¶ 9, 20 (California Specific Disclosures), ONLYFANS,
25 <https://onlyfans.com/privacy> (last visited July 29, 2024).

26
27 ⁸⁰ The Act defines PII as “information which identifies a person as having
28 requested or obtained specific video materials or services from a video tape service
provider,” 18 U.S.C. § 2710(a)(3).

1 pretend that the Creator has an ongoing relationship with the Fan—including
 2 intimate knowledge of the Fan’s history and preferences, specifically with respect
 3 to video content—in order to manipulate Fans into purchasing additional content on
 4 those false pretenses.

5 **B. Defendants are video tape service providers under the Act.⁸¹**

6 409. Each of the Agency Defendants is engaged in the business of selling
 7 and/or delivering audiovisual materials as the agent or representative of the
 8 Represented Creators.

9 410. The OnlyFans Defendants are also engaged in the business of selling
 10 and/or delivering audiovisual materials. The entire purpose of the OnlyFans
 11 platform is to deliver content from Creators to Fans (and vice versa, with respect to
 12 Fan-Created Content).⁸²

13 411. On information and belief, a substantial portion of that content is made
 14 up of prerecorded videos,⁸³ which OnlyFans not only stores, but organizes, on
 15 behalf of Creator accounts. OnlyFans describes this feature of the platform as “the
 16 Vault,” which “stores all of your previously-posted [sic] or scheduled photos,

17
 18 ⁸¹ 18 U.S.C.S. § 2710(a)(4) (defining video tape service provider as “any person,
 19 engaged in the business, in or affecting interstate or foreign commerce, of rental,
 20 sale, or delivery of prerecorded video cassette tapes or similar audio visual
 21 materials, or any person or other entity to whom a disclosure is made under
 22 subparagraph (D) or (E) of subsection (b)(2)”).

23 ⁸² Another feature that OnlyFans touts is automatically turning livestreams into
 24 pre-recorded video. Blog Post, *Ultimate Guide to OnlyFans Features*, ONLYFANS
 (July 12, 2023), <https://blog.onlyfans.com/ultimate-guide-to-onlyfans-features/> (last
 25 visited Jul. 29, 2024) (“OnlyFans automatically adds your streamed videos to your
 26 Vault so fans can watch it later as a video-on-demand.”).

27 ⁸³ OnlyFans’ TOU defines “content” as “*any material uploaded to OnlyFans* by
 28 any User (whether a Creator or a Fan), including any photos, *videos*, audio (for
 example music and other sounds), livestream material, data, text (such as comments
 and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any
 other material whatsoever.” Terms of Use for All Users ¶ 2(c), ONLYFANS,
<https://onlyfans.com/terms> (last visited June 29, 2024) (emphasis added).

1 *videos*, and *live streams*,”⁸⁴ and emphasizes the Vault’s ability to “set aside content
2 already shared with subscribers over DM,” so that if a Creator “forgot which
3 content you’ve sent out over messages or PPV, the Vault will remember for you.”⁸⁵
4 OnlyFans also provides a “Stories” feature, which it describes as “videos that
5 display for only 24 hours.”⁸⁶

6 412. Plaintiffs and Class Members purchased RC Content directly from the
7 Agency Defendants, whose revenues are directly related to the amount of content
8 purchased by Fans, and from OnlyFans Defendants, since OnlyFans’ fee structure
9 effectively gives Defendants FIL and FIUSA what amounts to a “commission” on
10 every video sold via the platform—whether by subscription or PPV.

11 413. Defendants knowingly disclosed Plaintiffs’ and Class Members’ PII
12 without their consent.

13 414. Defendants know that the PII being disclosed is intended to be private
14 and confidential, yet neither OnlyFans nor the Agencies informed Plaintiffs or
15 Class Members of the possibility that their PII might be disclosed to anyone other
16 than the Creator whose account they were interacting with (“Selected Creator”).

17 415. Neither OnlyFans nor the Agencies obtained Plaintiffs’ or Class
18 Members’ consent for their PII to be disclosed to anyone other than the Selected
19 Creator. Nor did Plaintiffs or Class Members give such consent to any other
20 parties—including the Selected Creators themselves.

21
22
23
24 ⁸⁴ Another feature that OnlyFans touts is automatically turning livestreams into
25 pre-recorded video. Blog Post, *Ultimate Guide to OnlyFans Features*, ONLYFANS
26 (July 12, 2023), <https://blog.onlyfans.com/ultimate-guide-to-onlyfans-features/> (last
27 visited Jul. 29, 2024) (“OnlyFans automatically adds your streamed videos to your
28 Vault so fans can watch it later as a video-on-demand.”).

⁸⁵ *Id.*

⁸⁶ *Id.*

1 416. Plaintiffs and Class Members did not consent to having any of their
2 communications or personal information—including PII—shared with anyone other
3 than their Selected Creators.

4 417. Plaintiffs and Class Members were unaware of the fact that their PII
5 (including names, usernames, messages, message content, and video viewing
6 histories) were being disclosed to anyone other than their Selected Creators.

7 418. Through its platform, which facilitates the communication of
8 information between Fan and Creator accounts, OnlyFans disclosed Plaintiffs’ and
9 Class Members’ PII to other people, including Agencies and chatters. OnlyFans
10 made such disclosures knowing that Plaintiffs and Class Members had not
11 consented to the disclosure of their PII to anyone other than their Selected Creators.

12 419. Each Agency Defendant also disclosed that PII to other people,
13 including chatters, despite knowing that Plaintiffs and Class Members had not
14 consented to the disclosure of their PII to anyone other than their Selected creators.
15 To facilitate the Chatter Scams, the Agencies allowed chatters to have access to
16 Agency Accounts on the OnlyFans platform—whether directly (by providing
17 chatters with login information) or indirectly (via third-party software such as
18 SuperCreator, which, as outlined above in Section VI.E. is designed to facilitate the
19 use of chatters by agencies).

20 420. None of the VPPA’s exceptions to the consent requirement apply in
21 this case. Specifically, Defendants’ wrongful disclosures were not done in the
22 “ordinary course of business but were done for the purpose of illegal and fraudulent
23 conduct.

24 421. Defendants’ conduct is illegal, offensive, and contrary to Plaintiffs’
25 and Class Members’ expectations.

26 422. As a result of these violations, Plaintiffs and the Class are entitled to
27 statutory damages, punitive damages, attorney’s fees, and any other relief deemed
28 appropriate by the Court.

1 **COUNT IV**
2 **VIOLATIONS OF THE CALIFORNIA INVASION OF PRIVACY ACT**
3 **CAL. PENAL CODE § 630, ET SEQ.**

4 423. CIPA § 631(a) imposes liability for distinct and mutually independent
5 patterns of conduct. Thus, to establish liability under CIPA § 631(a), a plaintiff
6 need only establish that the defendant, “by means of any machine, instrument,
7 contrivance, or in any other manner,” does any of the following:

8 OR

9 Willfully and without the consent of all parties to the
10 communication, or in any unauthorized manner, reads or
11 attempts to read or learn the contents or meaning of any
12 message, report, or communication while the same is in
13 transit or passing over any wire, line or cable or is being
14 sent from or received at any place within this state,

15 OR

16 Uses, or attempts to use, in any manner, or for any
17 purpose, or to communicate in any way, any information
18 so obtained,

19 OR

20 Aids, agrees with, employs, or conspires with any person
21 or persons to unlawfully do, or permit, or cause to be
22 done any of the acts or things mentioned above in this
23 section.

24 424. Penal Code § 631(a) applies to “new technologies” such as computers,
25 the Internet, and email.

26 425. Defendants are “persons” within the meaning of CIPA.

27 426. The following items constitute machines, instruments, or contrivances
28 under the CIPA, and even if they do not, Defendants’ deliberate and purposeful
scheme that facilitated its use of Plaintiffs and the Class Members’ communication
falls under the broad statutory catch-all category of “any other manner”:

- a. The computer code and programs OnlyFans Defendants used to or enable
the Agency Defendants to track Plaintiffs’ and Class members’
communications while they were on the OnlyFans website;

- 1 b. The programs the Agency Defendants used to execute the Chatter Scams;
- 2 c. California Plaintiffs' and Class Members' browsers and mobile
- 3 applications;
- 4 d. California Plaintiffs' and Class Members' computing and mobile devices;
- 5 and
- 6 e. The plan Defendants carried out to effectuate their use of Plaintiffs' and
- 7 the Class Members' communications.

8 427. Agency Defendants, as agents and representatives of the Represented
9 Creators, through their contractors (the chatters), without the consent of all parties
10 to the communications—specifically without the consent of California Plaintiffs
11 and Class Members—read or learned the content of California Plaintiffs' and Class
12 Members' private messages.

13 428. Agency Defendants, as the agents or representatives of the
14 Represented Creators, used the information obtained in the communications from
15 California Plaintiffs' and Class Members to solicit Premium Content Fees, while
16 falsely claiming to be the Represented Creators.

17 429. OnlyFans Defendants aided, agreed, conspired with, and/or permitted
18 Agency Defendants to obtain Plaintiffs' and Class Members' communications
19 without their consent and to use those communications to solicit Premium Content
20 Fees from Plaintiffs and the Class.

21 430. The communications obtained by the Agency Defendants, as agents or
22 representatives of the Represented Creators, constituted "confidential
23 communications" as that term is used in Section 632, because Plaintiffs and the
24 Class had objectively reasonable expectations of privacy in their devices and
25 activity—in particular the sending and receiving of private messages containing
26 sensitive personal information.

27 431. Plaintiffs and the Class have additionally suffered loss by reason of
28 these violations, including, without limitation, violation of the right of privacy and

1 payment of Premium Content Fees that Plaintiff and the Class would not have paid
2 without the unlawful use of their confidential communications.

3 432. Unless restrained and enjoined, Defendants will continue to commit
4 such acts.

5 433. Plaintiffs have been injured by Defendants' violations of CIPA.

6 434. Plaintiffs seek all monetary and non-monetary relief allowed by law,
7 including actual damages, statutory damages in accordance with § 637.2(a),
8 punitive damages, preliminary and other equitable or declaratory relief, and
9 attorneys' fees and costs.

10 **COUNT V**
11 **VIOLATION OF THE FEDERAL WIRETAP ACT**
12 **18 U.S.C. § 2510, ET SEQ.**
13 **(Against Agency Defendants)**

14 435. Title 1 of the Electronic Communications Privacy Act, better known as
15 the "Wiretap Act," prohibits the interception of electronic communications.

16 436. To establish a prima facie case under the Wiretap Act, Plaintiffs and
17 the Class must show: (1) Agency Defendants intentionally (2) intercepted (3) the
18 contents (4) of an electronic communication (5) Plaintiffs and the Class did not
19 consent to the interception (6) the interception was done for the purpose of
20 committing a criminal or tortious act and (7) Plaintiffs suffered damages.

21 437. Agency Defendants have engaged in unauthorized interception and use
22 of electronic communications of Plaintiffs and Class Members by monitoring and
23 capturing Plaintiffs' communications on the OnlyFans platform. This interception
24 included the real-time acquisition of messages, images, and other electronic
25 communications by chatters, which Plaintiffs and Class Members were sending to
26 Represented Creators, without Plaintiffs' or Class Members' knowledge or consent,
27 for the purpose of fraudulently soliciting Premium Content Fees.

28 438. The intercepted communications contained sensitive and private
information, which Agency Defendants used to gain insights and financial

1 advantage in the form of Premium Content Fees, thereby committing tortious acts
2 including invasion of privacy and fraud.

3 439. Plaintiffs and the class have suffered harm as a result of the Agency
4 Defendants' violations of the Federal Wiretap Act, including loss of privacy,
5 emotional distress, and unauthorized use of their personal information.

6 440. Plaintiffs and the Class are entitled to statutory damages, punitive
7 damages, attorneys' fees, and any other relief the Court finds just and proper.

8 **COUNT VI**
9 **BREACH OF CONTRACT**
10 **(Against OnlyFans Defendants)**

11 441. When Fans subscribe to Creator accounts on OnlyFans, they enter into
12 a contractual relationship with the OnlyFans Defendants.

13 442. When a Fan goes to subscribe to a Creator's page, OnlyFans
14 Defendants promise that the Fan will be able to "[d]irect message with this"
15 Creator.

16 443. Plaintiffs and Class Members accepted that promise by subscribing to
17 that Creator, adding a payment card, and, in most cases, paying a monthly fee to
18 OnlyFans for each Creator they subscribe to.

19 444. OnlyFans Defendants breach that contract by failing to provide the
20 promised services: direct messages with the Creators.

21 445. Instead, agencies are running the Creators' accounts and the majority,
22 if not all, of the direct messages Plaintiffs and the Class Members engage in are
23 with chatters.

24 446. Plaintiffs and Class Members also paid Creators tips and for pay-per-
25 view content, believing that under the contract they had with OnlyFans they would
26 be and were speaking directly with the Creators, which OnlyFans knows is not
27 happening, as communications are being handled almost exclusively by the Agency
28 Defendants' contractors, not the Creators.

1 447. Plaintiffs and Class Members have suffered injury in fact, including
2 monetary damages in the form of subscription fees, tips, and pay-per-view content
3 fees they would not have incurred, damages caused by the OnlyFans Defendants’
4 breach of contract.

5 448. Plaintiffs and Class Members may recover all damages associated with
6 this breach in an amount to be proven at trial, including attorneys’ fees and costs.

7
8 **COUNT VII**
9 **FRAUD & FRAUD BY CONCEALMENT**
10 **(COMMON LAW)**
11 **(Against OnlyFans Defendants)**

12 **A. Fraud**

13 449. OnlyFans falsely represented to Plaintiffs and the Class Members that
14 if they subscribed to Creators on the OnlyFans platform they would have “direct,”
15 “1 on 1,” and “authentic” communications with those creators. OnlyFans
16 specifically promised Plaintiffs and Class Members they would be able to “direct
17 message with” the Creators.

18 450. These communications and representations were relayed/published to
19 Plaintiffs and the Class Members as outlined in paragraphs 79–90, above.

20 451. OnlyFans made these representations knowing they were false,
21 specifically knowing that most of the communications Plaintiffs and the Class
22 Members engaged in would be with chatters.

23 452. OnlyFans Defendants made these representations to fraudulently
24 induce Plaintiffs and Class Members to use the OnlyFans site and services and
25 increase the amount of Premium Content Fees they purchased.

26 453. Plaintiffs and the Class Members justifiably relied on these
27 representations.
28

1 **B. Fraud by Concealment**

2 454. OnlyFans Defendants knowingly and intentionally concealed and
3 suppressed the fact that the OnlyFans platform employed practices that facilitated
4 the Chatter Scams, with the intent to mislead Plaintiffs and the Class.

5 455. OnlyFans Defendants owed Plaintiffs a duty to disclose the true nature
6 of their operations—all of which was in fact known by OnlyFans Defendants—
7 including the use of chatters to impersonate content Creators, the extent of data
8 collection and sharing, and the impact on Fan privacy, because Defendants:

- 9 a. Intentionally concealed the foregoing from Plaintiffs and Class Members;
10 and/or
11 b. Made incomplete representations about the characteristics of the
12 OnlyFans platform through its widespread advertising and materials
13 created by OnlyFans Defendants and provided to Fans, while purposefully
14 withholding material facts from Plaintiffs that contradicted these
15 representations.

16 456. The facts that OnlyFans Defendants misrepresented, omitted, and
17 concealed were material to Plaintiffs and the Class. A product or service made by a
18 reputable company that emphasizes direct and authentic communication is worth
19 more than an otherwise comparable product or service made by a disreputable and
20 dishonest company that conceals its Chatter Scams.

21 457. Plaintiffs and the Class reasonably and justifiably relied on OnlyFans
22 Defendants' concealment of material facts. No reasonable consumer would have
23 used, paid a premium for, or paid as much in Premium Content Fees had OnlyFans
24 Defendants revealed the true nature of its Chatter Scams.

25 458. The truth about OnlyFans Defendants' Chatter Scams was known only
26 to themselves and was not known by Plaintiffs and the Class, and could not have
27 been discovered by Plaintiffs and the Class through any reasonable investigation,
28 since OnlyFans Defendants used sophisticated methods to conceal the truth.

1 464. California Civil Code § 1710 defines “deceit” as (1) the suggestion, as
2 a fact, of that which is not true, by one who does not believe it to be true; (2) the
3 assertion, as a fact, of that which is not true, by one who has no reasonable ground
4 for believing it to be true; (3) the suppression of a fact, by one who is bound to
5 disclose it, or who gives information of other facts which are likely to mislead for
6 want of communication of that fact; or (4) a promise, made without any intention of
7 performing it.

8 465. OnlyFans Defendants deceived Plaintiffs by making express
9 statements that by subscribing to a Creator, Plaintiffs would be exclusively “direct
10 messaging” with that Creator.

11 466. California Civil Code §§ 1709 and 1710 define and prohibit deceitful
12 practices. Deceit, as defined by these statutes, involves the willful misrepresentation
13 or concealment of a material fact, with the intent to deceive or mislead another
14 person, causing harm.

15 467. OnlyFans Defendants, through their actions as described in earlier
16 claims, have willfully misrepresented and concealed material facts regarding the
17 nature of the interactions on its platform, particularly the impersonation of Creators
18 by third-party chatters and the true source of the content sold. Such impersonations,
19 which almost exclusively make up the communications occurring via direct
20 messaging between Creators represented by the Agency Defendants and their Fans,
21 are not “direct messages.” At best, the chatters’ messages are indirect and
22 independent messages that are not confidential, not reviewed first (and likely not at
23 all) by the Creator, and the responses are not personal or authentic. Similarly, direct
24 messages to the Creator from a Fan are not private or exclusively direct in the first
25 instance, confidential, or handled by the Creator herself.

26 468. These misrepresentations and concealments were made with the intent
27 to deceive Plaintiffs and the Class, and encourage them to engage with the platform
28 and make purchases based on the misrepresented information.

1 469. Plaintiffs and the Class relied on these misrepresentations and
2 concealments to their detriment, resulting in financial and other damages.

3 470. As a result of these deceitful practices, Plaintiffs and the Class have
4 suffered harm and are entitled to compensatory damages, punitive damages, and
5 any other relief deemed appropriate by the Court.

6 **COUNT IX**
7 **VIOLATION OF CALIFORNIA’S**
8 **FALSE ADVERTISING LAW**
9 **(CAL. BUS. & PROF. CODE § 17500, ET SEQ.)**
10 **(Against OnlyFans Defendants on behalf of California Subclass)**

11 471. Cal. Bus. & Prof. Code § 17500 makes it unlawful for a company to
12 induce the public to enter into an obligation related to personal property with a
13 statement made in advertising, marketing, or publication, including any statement
14 made on the internet, it knows is untrue or misleading, or with the exercise of
15 reasonable care should know is untrue or misleading.

16 472. OnlyFans Defendants caused to be made or disseminated through
17 California and the United States, through advertising, marketing, social media,
18 product labels, and other publications, statements that were untrue or misleading,
19 and which were known, or which, if exercising reasonable care, would have been
20 known to OnlyFans Defendants, to be untrue and misleading to consumers,
21 including to Plaintiffs.

22 473. OnlyFans Defendants violated Cal. Bus. & Prof. Code § 17500
23 because the misrepresentations that that Plaintiffs and Class Members would be
24 “direct messaging” with the Creators in a personal and authentic way were material
25 and likely to deceive a reasonable consumer.

26 474. OnlyFans Defendants made the misrepresentations with the intent to
27 induce consumers to use their platform and to pay additional amounts for Premium
28 Content Fees.

1 475. California Plaintiffs and Class Members have suffered an injury in
2 fact, including the loss of money or property, because of OnlyFans Defendants'
3 unfair, unlawful, and/or deceptive practices.

4 476. In using OnlyFans, California Plaintiffs and Class Members relied on
5 OnlyFans Defendants' misrepresentations that they would be exclusively direct
6 messaging with the Creators. Had Plaintiffs known this, they would not have used
7 the platform and/or paid as much for the services.

8 477. All the wrongful conduct alleged occurred, and continues to occur, in
9 the conduct of Defendants' business. Defendants' wrongful conduct is part of a
10 pattern or generalized course of conduct that is ongoing, both in California and
11 nationwide.

12 478. California Plaintiffs, individually and on behalf of the Class, request
13 that this Court enter such orders or judgments as may be necessary to restore to
14 Plaintiffs any money OnlyFans Defendants acquired by false advertising, via
15 restitution or disgorgement, and for any other just and proper relief.

16 **COUNT X**
17 **VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW**
18 **(“UCL”)**
19 **(CAL. BUS. & PROF. CODE § 17200, ET SEQ.)**
20 **(Against OnlyFans Defendants on behalf of California Subclass)**

21 479. Plaintiffs reallege and incorporate by reference the allegations in the
22 preceding paragraphs.

23 480. California's Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code
24 § 17200, et seq., proscribes acts of unfair competition, including “any unlawful,
25 unfair or fraudulent business act or practice and unfair, deceptive, untrue or
26 misleading advertising.”

27 481. Defendants are “persons” as defined by Cal. Bus. & Prof. Code
28 § 17201.

1 482. **Unlawful Act.** Defendants committed unlawful business practices in
2 violation of the UCL, as follows:

3 a. OnlyFans Defendants' conduct constitutes an unlawful business practice
4 because they have violated: the California Invasion of Privacy Act, Cal.
5 Penal Code §§ 630 to 638; Deceit under California Civil Code § 1709 *et*
6 *seq.*; and California's False Advertising Law, Cal. Bus. & Prof. Code
7 § 17500, *et seq.*

8 b. Agency Defendants' conduct constitutes an unlawful business practice
9 because they have violated the California Invasion of Privacy Act, Cal.
10 Penal Code §§ 630 to 638.

11 483. **Unfair Act.** Defendants' conduct constitutes an unfair business
12 practice in violation of the UCL, as follows:

13 a. OnlyFans Defendants' conduct constitutes an unfair business practice in,
14 at a minimum, these ways:

- 15 • By falsely promising to California Plaintiffs and the Class Members
16 that they could and would direct message with the Creators;
- 17 • By engaging in deceptive and misleading advertising to induce
18 consumers to use their platform; and
- 19 • By not enforcing their policies and terms of service regarding the
20 confidentiality of communications or ensuring the Creators are
21 engaging in direct communications with the Fans.

22 b. Agency Defendants' conduct constitutes an unfair business practice in, at
23 a minimum, these ways:

- 24 • By using chatters to impersonate the Represented Creators; and
- 25 • By using chatters to facilitate the relationship to further the
26 opportunity to collect (and solicit the purchase of) Premium
27 Content Fees.

28 484. **Unfair, Deceptive, Untrue, or Misleading Advertising.** OnlyFans
Defendants falsely advertised that Fans could connect directly with the Creators,
with the intent to induce consumers to use their platform.

1 485. OnlyFans Defendants knew, or should have known, that these
2 representations were false because the majority, if not all, of the direct messages
3 were not with Creators but chatters.

4 486. OnlyFans Defendants' misrepresentations caused California Plaintiffs
5 and Class Members to use the platform or pay more for its services. Absent those
6 misrepresentations, Plaintiffs and Class Members would not have used the platform
7 and/or paid as much for the services.

8 487. All the wrongful conduct alleged occurred, and continues to occur, in
9 the conduct of Defendants' business.

10 488. California Plaintiffs and Class Members have suffered injury in fact,
11 including lost money and undesirable service, as a result of Defendants'
12 misrepresentations.

13 489. Plaintiffs, individually and on behalf of the Class, request that this
14 Court enter such orders or judgments as may be necessary to restore to California
15 Plaintiffs and members of the Class via restitution or disgorgement, any monies
16 Defendants acquired by unfair competition, as provided by Cal. Bus. & Prof. Code
17 § 17203; and for such other relief as may be just and proper.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiffs, individually and for members of the Class,
20 respectfully request that the Court enter judgment in their favor and against
21 Defendants, as follows:

22 A. Certification of the proposed Class, including appointment of
23 Plaintiffs' counsel as Class Counsel and Plaintiffs as Class Representatives;

24 B. An order temporarily and permanently enjoining Defendants from
25 continuing the unlawful, deceptive, fraudulent, and unfair business practices alleged
26 in this Complaint, including its representations that the OnlyFans platform provides
27 "direct," "personal," or "authentic" communication with Creators—or any other
28 language suggesting the same;

1 C. Costs, restitution, damages, and/or disgorgement, each in an amount to
2 be determined;

3 D. Punitive damages;

4 E. Pre- and post-judgment interest on any amounts awarded;

5 F. Treble damages as provided by 18 U.S.C. § 1964(c);

6 G. Reasonable attorney's fees and costs; and

7 H. Such other or further relief as may be appropriate.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs demand a trial by jury on all issues so triable.

10 DATED: July 29, 2024

11 HAGENS BERMAN SOBOL SHAPIRO LLP

12 By /s/ Christopher R. Pitoun

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