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FILED
Superior Court of California
County of Los Angeles

04/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

5 *(Additional Counsel Identified Below)*
6 *Attorneys for Plaintiffs*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOHN DOE 1 and JOHN DOE 2, individually
and on behalf of all others similarly situated,

Plaintiffs,

v.

FENIX INTERNET LLC, a Delaware limited
liability company; FENIX INTERNATIONAL,
LIMITED, and DOES 1 through 20, inclusive,

Defendants.

CASE NO.: 23STCV07094

*Assigned for All Purposes to the
Honorable Carolyn B. Kuhl*

**FIRST AMENDED CLASS ACTION
COMPLAINT**

1. Violation of California’s Consumer Legal Remedies Act;
2. Conversion;
3. Violation of California Unfair Competition Law;
4. Violation of California False Advertising Law; and
5. Restitution/unjust enrichment

JURY TRIAL DEMANDED

1 Plaintiffs John Doe 1 and John Doe 2 (collectively “Plaintiffs”), bring this action on behalf of
2 themselves and all others similarly situated against Defendants Fenix Internet LLC (“Fenix Internet”),
3 Fenix International Limited (“Fenix International”), and Does 1–20 (“DOE Defendants”) (Fenix
4 Internet, Fenix International, and the DOE Defendants are collectively referred to herein as
5 “Defendants”) and allege, upon personal knowledge as to their own actions and their counsels’
6 investigations, and on information and belief as to all other matters, as follows:

7 INTRODUCTION

8 1. This is a lawsuit against Defendants for engaging in an unlawful “automatic renewal”
9 scheme for OnlyFans “subscriptions” with consumers in California. OnlyFans is a popular social media
10 and creation platform through which consumers in California “subscribe” to original content uploaded
11 by creators (“OnlyFans Creator Content”) and sold by Defendants on the OnlyFans Platform. OnlyFans
12 Creator Content is marketed, advertised, made available, and sold to consumers in California through
13 the website www.onlyfans.com (the “OnlyFans Platform”). When consumers sign-up for an OnlyFans
14 account and follow paid-for OnlyFans Creator Content Defendants enroll them into a program that
15 automatically renews their initial purchase on a monthly basis (the “OnlyFans Subscription(s)”)
16 resulting in monthly charges ranging from \$1.99 up to \$49.99 on their credit card, debit card, or third-
17 party payment account (“Billing Information”) unless and until the consumer cancels their OnlyFans
18 Subscription. In so doing, OnlyFans consumers are not given the pre- and post-purchase OnlyFans
19 Subscription offer terms in a clear and conspicuous manner, and in visual proximity to, Defendants’
20 request for consent to the OnlyFans Subscription offer terms nor do OnlyFans consumers provide
21 affirmative consent to the automatically renewing OnlyFans Subscriptions before Defendant Fenix
22 Internet charges their Billing Information as is required under California’s Automatic Renewal Law (the
23 “ARL”). Cal. Bus. & Prof. Code § 17602(a). Furthermore, the online method to cancel OnlyFans
24 Subscriptions does not incorporate a one-step “prominently located” cancellation button or link
25 available to OnlyFans customers on their profile or account settings, nor are OnlyFans consumers given
26 an “immediately accessible” pre-written cancellation email, in further violation of the ALR. *Id.* §
27 17602(d)(1)(A)–(B). Instead, the OnlyFans Subscription cancellation process is a multi-step and
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1 counter-intuitive procedure that results in additional, unwanted, and unauthorized charges to consumers’
2 Billing Information by Defendants.

3 2. Defendants Fenix Internet and Fenix International jointly engage in the practices
4 challenged herein. In the alternative, Defendants Fenix Internet and Fenix International are alter-egos
5 and/or agents of each other operating under common control and direction.

6 3. Defendant Fenix Internet is a wholly owned subsidiary of and is entirely controlled by
7 Fenix International, the owner/operator of the OnlyFans Platform, of which Leonid Radvinsky is the
8 majority owner and director.¹ Before consumers can enroll into an OnlyFans Subscription they must
9 provide Defendant Fenix Internet with their Billing Information. Then, because Defendant Fenix
10 Internet possesses consumer Billing Information, Defendant Fenix Internet unilaterally and
11 automatically charges consumer Billing Information for the OnlyFans Subscription as payments become
12 due. Put differently, at relevant times Defendant Fenix Internet has fully controlled, and continues to
13 control, the sale and billing for OnlyFans Subscriptions by and from its offices in Florida, Illinois and/or
14 other locations within the United States. As a selling and charging entity before imposing any new or
15 continuing charges, Defendant Fenix Internet is responsible for providing the ARL’s pre- and post-
16 purchase information and disclosures in the manner prescribed by the statute; Defendant Fenix Internet
17 is responsible for obtaining consumers’ affirmative consent to the automatically renewing OnlyFans
18 Subscription; and Defendant Fenix Internet is responsible for providing an immediate one-step
19 cancellation mechanism in compliance with the ARL. Simply, Defendant Fenix Internet controls the
20 entire OnlyFans Subscription offer and is therefore responsible for ARL compliance before charging
21 consumer Billing Information. As the agent of Fenix International, Defendant Fenix Internet unlawfully
22 charged Plaintiffs’, and unlawfully charges consumers’, Billing Information in violation of the ARL,
23 conduct for which it alone can be held liable. *See Peredia v. HR Mobile Services, Inc.*, 25 Cal.App.5th

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26 ¹ FENIX INTERNATIONAL LIMITED ANNUAL REPORT AND FINANCIAL STATEMENTS FOR THE YEAR ENDED
27 30 NOVEMBER 2021, 2 (Nov. 30, 2021), available at: [https://find-and-update.company-](https://find-and-update.company-information.service.gov.uk/company/10354575/filing-history)
28 [information.service.gov.uk/company/10354575/filing-history](https://find-and-update.company-information.service.gov.uk/company/10354575/filing-history) (hereinafter “Fenix Annual Report”); *see*
also Leonid Radvinsky, FORBES, <https://www.forbes.com/profile/leonid-radvinsky/?sh=1466a71d35bd>
(last accessed Feb. 24, 2023).

1 680, 692 (2018) (“ . . . an agent is liable for his or her own torts, whether the principal is liable or not,
2 and in spite of the fact that the agent acted in accordance with the principal’s directions.”) (citation
3 omitted). In the alternative, Defendants Fenix International and Fenix Internet jointly and by agreement
4 committed the acts complained of herein. But for Defendants’ violations of the ARL, as detailed further
5 herein, Plaintiffs, and the Class, would not have spent the amount of money that they did. As a result,
6 Plaintiffs suffered out-of-pocket loss and financial injury because of the practices complained of herein
7 for which both monetary and injunctive relief are sought.

8 4. Defendants’ failure to comply with the requirements of the ARL, or otherwise unlawful
9 charging of consumer Billing Information, resulted in excessive revenues to Defendant Fenix Internet,
10 Defendant Fenix International, and their principals including Leonid Radvinsky, that would not have
11 been realized but for the violations set forth herein. The OnlyFans Subscription is the method by which
12 Defendants generate revenue. As of November 30, 2021, OnlyFans has generated over 187 million fans.²
13 Online subscription enrollments by customers drive the growth of Fenix International’s business model
14 with over 50 percent of its annual revenue being derived from the OnlyFans Subscription.³ Last year
15 alone, OnlyFans users spent \$4.8 billion on the OnlyFans Platform,⁴ which generated \$932 million in
16 net revenue;⁵ a substantial increase over the estimated \$358 million in net revenue OnlyFans generated
17 in 2020.⁶ Additionally, Fenix International reported that \$648 million, or 70 percent, of its 2021 revenue
18 was generated in the United States.⁷ Fenix International, as well as its owner/principal Leonid
19 Radvinsky, a resident of Florida and/or Illinois, obtains these eye-popping revenues through Defendant
20 Fenix Internet’s unlawful charging of consumer Billing Information.

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23 ² Fenix Annual Report, *supra* note 1 at 2.

24 ³ *Id.* at 23.

25 ⁴ *Id.* at 2. It has been reported that OnlyFans has paid more than \$500 million to its owner, Leonid
26 Radvinsky, in the last two years alone. Jim Waterson, *OnlyFans Profits Boom as Users Spent \$4.8bn*
on Platform Last Year, THE GUARDIAN (Sept. 1, 2022),
[https://www.theguardian.com/business/2022/sep/01/onlyfans-profits-boom-as-users-spent-48bn-on-
platform-last-year](https://www.theguardian.com/business/2022/sep/01/onlyfans-profits-boom-as-users-spent-48bn-on-platform-last-year).

27 ⁵ Fenix Annual Report, *supra* note 1.

28 ⁶ *Id.*

⁷ *Id.* at 23, 30.

1 5. Pursuant to the ARL, online businesses that offer automatic renewal agreements or
2 continuous service agreements to California consumers must: (a) provide the complete automatic
3 renewal terms in a clear and conspicuous manner and in visual proximity to the request for consent prior
4 to the purchase, Cal. Bus. & Prof. Code § 17602(a)(1); (b) obtain affirmative consent prior to the
5 consumer’s purchase, *id.* § 17602(a)(2); (c) provide an acknowledgement that includes the automatic
6 renewal agreement’s offer terms, describes the cancellation policy, and explains how to cancel, *id.* §
7 17602(a)(3); and (d) for offers made available online, as is the OnlyFans Subscription, an “exclusively
8 online, at will, and without engaging any further steps” mechanism for immediate cancellation via either
9 a “prominently located direct link or button” located on the consumer’s account, profile, or device, or
10 an “immediately accessible termination email formatted and provided by the business that a consumer”
11 can used to cancel their automatic renewal or continuous service agreement “without additional
12 information.” *Id.* § 17602(d)(1)(A)–(B). Defendants failed to comply with these legal requirements and
13 unlawfully charged Plaintiffs’, and continues to illegally charge similarly situated California
14 consumers’, Billing Information in violation of the core requirements of the ARL.

15 6. Specifically, Plaintiffs, and Class members, were not provided with the OnlyFans
16 Subscription offer terms in a “clear and conspicuous” manner and within “visual proximity” to
17 Defendants’ request for consent to the offer before the purchase was, and is, fulfilled in violation of
18 ARL section 17602(a)(1). Further, Defendants did not obtain Plaintiffs’, and Class members’,
19 affirmative consent before charging their Billing Information in violation of ARL section 17602(a)(2).
20 Additionally, Plaintiffs, and Class members, were not provided with a post-purchase acknowledgement
21 containing a description of the OnlyFans Subscription offer terms, the OnlyFans Subscription
22 cancellation policy, or information explaining how Plaintiffs, and Class members, can cancel their
23 OnlyFans Subscriptions in violation of ARL section 17602(a)(3). Finally, Plaintiffs, and the Class, were
24 not given a “prominently located” one-step cancellation mechanism made available on their OnlyFans
25 account or profile page nor were they provided with an “immediately accessible” cancellation email in
26 violation of ARL section 17602(d)(1)(A)–(B).

27 7. As a result, all goods, wares, merchandise, or products sent to Plaintiffs and the Class
28 under the automatic renewal or continuous service agreements are deemed to be “unconditional gifts”

1 under the ARL. Cal. Bus. & Prof. Code § 17603. Because the amounts charged and represented as due
2 under Defendants' scheme, which violated the ARL, should not have been charged but were
3 unconditional gifts and known to be such before the charges were imposed and collected, Defendants
4 have been unjustly enriched and Plaintiffs were injured financially and suffered out of pocket loss for
5 which restitution of the amounts paid is due. The amounts charged to Plaintiffs and Class members, by
6 law, were unconditional gifts, and therefore, the amounts charged to their Billing Information, should
7 never have been charged and collected by any Defendant and Plaintiffs and the Class should not have
8 parted with those sums but instead would have retained all such sums at all times. In addition, had
9 Plaintiffs known about Defendants' above-described conduct, which violated the ARL, in advance, they
10 would not have parted with their money in the amounts they did but instead taken steps to protect their
11 rights and avoid unlawful transactions, resulting in further out-of-pocket loss. Plaintiffs would still
12 possess certain sums that they were charged and paid to Defendants.

13 8. Plaintiffs and the Class relied, to their detriment, on Defendants' compliance with the
14 ARL, and other applicable statutes, in all respects and not to market, sell, and charge their Billing
15 Information in a manner that violated applicable law. Defendants' failure to do so, described further
16 herein, while collecting money from Plaintiffs and the Class, amounted to affirmative
17 misrepresentations or omissions of material fact. Defendants represented as due and owing amounts that
18 were not due but instead were already considered unconditional gifts that need not be paid for. Cal. Bus.
19 & Prof. Code §17603. Plaintiffs and the Class were not provided the required pre- and post-purchase
20 disclosures and information regarding the OnlyFans Subscription offer terms nor did the Plaintiffs and
21 the Class give their affirmative consent to Defendants before charging their Billing Information and
22 collecting revenue from Plaintiffs and the Class. Defendants' unlawful charging of Plaintiffs' and the
23 Class's Billing Information in violation of the ARL amounted to an omission of material fact which
24 reasonable consumers would have wanted to know before being charged and completing the
25 transactions. Such violations continued on a recurring basis each time a periodic charge in relation to an
26 automatic subscription was made and collected. Defendants' intentional conduct making these charges,
27 when they already knew or should have known that any goods, services, and/or merchandise provided
28 in relation to the subscription was legally considered an unconditional gift under the ARL before the

1 charges were imposed and collected was unlawful, unfair, and fraudulent conduct under the Unfair
2 Competition Law and other law.

3 9. Plaintiffs and the Class would not have purchased the OnlyFans Subscription in the
4 quantities and at the prices they did had they been provided with the ALR mandated pre- and post-
5 purchase disclosures and information. Defendants' conduct caused Plaintiffs to part with money that
6 they otherwise would not have. Defendants' unlawful conduct, misrepresentations, and/or omissions
7 were an immediate cause of injury-producing conduct. Plaintiffs would not have purchased the
8 OnlyFans Subscription, or paid as much for it, absent Defendants' unlawful conduct, misrepresentation,
9 and/or omissions. Plaintiffs enrolled in OnlyFans Subscription through defective and misleading
10 disclosures and omissions described herein and were subsequently charged by Defendants on a recurring
11 basis. Had Plaintiffs been made aware of the terms of enrollment and that the cancellation features were
12 more onerous than the ARL allowed they would not have purchased an OnlyFans Subscription or
13 enrolled in recurring purchases in the manner they did. Such conduct injured Plaintiffs and resulted in
14 out-of-pocket loss. In addition, Plaintiffs and the Class would not have paid Defendants for the
15 subscriptions in the amounts that they did had they known that the goods, services, and/or merchandise
16 provided in relation to the subscriptions were already legally considered an unconditional gift under the
17 ARL for which at that point no further payment was necessary or legally imposed. This conduct also
18 injured Plaintiffs and resulted in out-of-pocket loss.

19 10. For the foregoing reasons, Plaintiffs bring this action individually and on behalf of all
20 residents of California who, within the applicable statute of limitation period up to and including the
21 date of judgment in this action, incurred fees for OnlyFans Subscriptions. Based on Defendants'
22 unlawful conduct, Plaintiffs seek monetary relief, declaratory relief, private injunctive relief, public
23 injunctive relief on behalf of the general public in California to prevent Defendants from continuing to
24 engage in their illegal practices (*see McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017)), reasonable
25 attorneys' fees and costs pursuant to California Code of Civil Procedure § 1021.5 and other applicable
26 laws, and all other relief deemed just and equitable in the circumstances for: (1) Unfair Competition
27 Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*; (2) conversion; (3) violation of California's
28 Consumer Legal Remedies Act ("CLRA"), Cal. Civ. Code §§ 1750, *et seq.*; (4) violation of California's

1 False Advertising Law (“FAL”), Cal. Bus. & Prof. Code §§ 17500, *et seq.*; and (5) unjust enrichment/
2 restitution.

3 11. Plaintiffs’ separate request for public injunctive relief is not sought for the Class but
4 rather on behalf of the general public of California, *i.e.*, consumers in California who have yet to transact
5 with Defendants but are at risk of doing so in the future. *See McGill, supra*. The OnlyFans Platform
6 continues to generate new customers and therefore, as time passes new members of the general public
7 are at risk of new harms and injuries from the legal violations complained of herein, unless those practice
8 are enjoined and corrected so that they fully comply with the ARL, UCL, and other applicable law.
9 Plaintiffs bring this action on behalf of such persons in their individual capacities and class certification
10 is not necessary for this type of public injunctive relief. This action and the relief sought for the general
11 public will provide a public benefit.

12 **THE PARTIES**

13 12. Plaintiff John Doe 1 is a citizen of California, residing in San Marcos, California. John
14 Doe 1 has standing to assert the claims set forth herein. By way of the acts and conduct of Defendants
15 described herein, Plaintiff John Doe 1 was harmed, injured, and suffered out-of-pocket loss.

16 13. Plaintiff John Doe 2 is a citizen of California, residing in El Monte, California. John Doe
17 2 has standing to assert the claims set forth herein. By way of the acts and conduct of Defendants
18 described herein, Plaintiff John Doe 2 was harmed, injured, and suffered out-of-pocket loss.

19 14. The members of the Class, defined below, are residents of California.

20 15. Pursuant to the principles set forth in *Jane Roes 1-2 v. SFBSC Mgmt., LLC*, 77 F.Supp.3d
21 990, 997 (N.D. Cal. 2015) (granting exotic dancers’ motion to proceed anonymously and permitting
22 present and future plaintiffs to use pseudonyms) and *Doe v. Ayers*, 789 F.3d 944, 944 (9th Cir. 2015)
23 (finding Plaintiff inmate could proceed under a pseudonym because the severity of threatened harm, the
24 reasonableness of his fears, and his vulnerability to retaliation weighed in favor of anonymity), Plaintiffs
25 file this action under fictitious names and seek to proceed anonymously, because: (a) they wish to
26 preserve their right to privacy; (b) there is a significant social stigma attached to use of the OnlyFans
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1 website due to the nature of the website’s content which is often associated with that of a sexual nature;⁸
2 (c) there is risk of retaliation; and (d) Plaintiffs would be hesitant to maintain this action if their name
3 was permanently associated with Defendants.

4 16. There is no prejudice to Defendants if Plaintiffs file this action under fictitious names
5 and proceed anonymously. In the ordinary course of business, a significant percentage of persons who
6 post content on the OnlyFans Platform and help drive Defendants’ subscription revenue use pseudonyms
7 and fictitious names in order to maintain their own privacy. *See N.W. Enters. v. City of Houston*, 27
8 F.Supp.2d 754, 842 (S.D. Tex. 1998)⁹ (“Adult entertainers may anonymously (or through stage names)
9 put their bodies on display in front of strangers, but these actions do not imply a willingness to publicize
10 their entertainers’ personal information . . . [nor does it] mean that adult entertainers . . . have voluntarily
11 sacrificed all privacy rights . . .”). As such, the use of these names allays any reasonable fear that
12 proceeding anonymously would offend the customary and constitutionally embedded presumption of
13 openness in judicial proceedings. Further, there are no due process concerns if Plaintiffs proceed
14 anonymously because Plaintiffs will privately disclose their identities to Defendants to allow Defendants
15 to assess and defend their claims.

16 17. Defendant Fenix Internet LLC (“Fenix Internet”) is a Delaware limited liability
17 company that is headquartered at 2598 E. Sunrise Blvd, Suite 2104, Fort Lauderdale, FL 33304 and
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21 ⁸ Even if the customer does not regularly access or subscribe to adult content, public perception of users
22 of the OnlyFans site is that adult content dominates. *See generally* Charlotte Shane, *Only Fans Isn’t Just*
23 *Porn ;) Despite all assertions that the site isn’t powered by its sexual content, the platform is*
24 *synonymous with porn. What is it really?*, NEW YORK TIMES MAGAZINE (May 18, 2021),
25 <https://www.nytimes.com/2021/05/18/magazine/onlyfans-porn.html>. (“Celebrities use the site because
26 they know that regardless of a creator’s stated career (chef, fitness trainer and influencer are popular),
27 OnlyFans’ draw is the promise of seeing that which is normally unseen. Plenty of bios warn subscribers
28 that the attached account is non-explicit yet pepper in teasing cues to the contrary. “This is what we
don’t show you,” says one locked post by Rebecca Minkoff, a fashion designer known for her handbags;
the caption is followed with the wide-eyed red-cheeked emoji that one might use to punctuate, say, a
texted confession of a sex dream. Every assertion that the site isn’t powered by porn is accompanied by
an onslaught of winks and nods to the contrary. Sometimes the denials and winks come from the same
person.”).

⁹ Reversed in part *N.W. Enters. v. City of Houston*, 352 F.3d 162, 198 (5th Cir. 2003).

1 has a registered office located at 345 North Canal Street, Chicago, IL 60606.¹⁰ Fenix Internet is a
2 wholly owned subsidiary of and is entirely controlled by Defendant Fenix International and/or Leonid
3 Radvinsky, who is the majority owner and director of Defendant Fenix International, and is himself a
4 United States resident,¹¹ from Fenix Internet’s U.S. based offices, facilities, and workplaces. Upon
5 information and belief, Radvinsky maintains residences in Florida and/or Illinois. Fenix Internet
6 charged Plaintiffs’ and the Class’s Billing Information for their OnlyFans Subscriptions. Like other
7 consumers, when a payment is made for a subscription on the OnlyFans Platform the charge is made
8 and collected by Fenix Internet and appears on the consumer’s credit card statements as a charge
9 imposed and made to Fenix Internet and/or a dba or other trade name so designed by Fenix Internet,
10 such as “OF” or “ONLYFANS.COM” bearing a Florida address (*e.g.*, “2/25 ONLYFANS.COM
11 8886880458 FL \$3.19.”). Accordingly, Fenix Internet is, or has been, continuously in possession of
12 money wrongfully taken from Plaintiffs and the Class they seek to represent, and which is to be
13 restored to those consumers. Fenix Internet knew or should have known prior to making any charge,
14 that due to the conduct described herein, charges to Plaintiffs and the Class for Only Fans subscriptions
15 should have been considered unconditional gifts for which no payment was due and therefore, the
16 charges should not have been made, resulting in overcharges to Plaintiffs and the Class.

17 18. Defendant Fenix International Limited (“Fenix International”) is a private, limited
18 company registered under the laws of the United Kingdom and Hong Kong, with its principal place
19 of business at 4th Floor Imperial House, 8 Kean Street, London, WC2B 4AS United Kingdom. Based
20 on public information, Fenix International also conducts business or has operations and facilities
21 (directly or through subsidiaries or affiliates) in the United States, Manila, Singapore, Tokyo, New
22 Delhi, and Bangkok. Fenix International operates the OnlyFans Platform.

23 19. Plaintiffs do not know the true names and capacities of the Defendants sued herein as
24 Defendant DOES 1 through 20 (“DOE Defendants”), inclusive, and therefore sues said DOE
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28 ¹⁰ Fenix Annual Report, *supra* note 1 at 27.

¹¹ *Id.* (noting that FIL own 100% of Fenix shares).

1 Defendants by fictitious names. Plaintiffs are informed and based thereon alleges that each of the DOE
2 Defendants is contractually, strictly, negligently, intentionally, vicariously liable, and/or otherwise
3 legally responsible in some manner for the acts and omissions described herein. DOE Defendants may
4 include other affiliated persons or entities of Defendants Fenix International and/or Fenix Internet.
5 Plaintiffs will amend this Complaint to set forth the true names and capacities of each DOE Defendant
6 when the same are ascertained.

7 20. Plaintiffs reserve the right to amend this Complaint to add different or additional
8 defendants, including without limitation any officer, director, employee, supplier, distributor, or parent
9 of Defendants who have knowingly and willfully aided, abetted, and/or conspired in the false and
10 unlawful conduct alleged herein.

11 **JURISDICTION AND VENUE**

12 21. This Court has subject matter jurisdiction pursuant to California Business and
13 Professions Code §§ 17203, 17204, and 17535, and Civil Code § 1780.

14 22. The Court has personal jurisdiction over the parties because Plaintiffs reside in California
15 and submit to the jurisdiction of the Court.

16 23. Defendants are subject to the personal jurisdiction of this Court because (i) they
17 operate, conduct, engage in, and carry on business in California and (ii) they caused injury to Plaintiffs
18 and to Class Members in California arising out of activities in California. Defendants are subject to
19 the personal jurisdiction of this Court because they engaged in substantial and not isolated activity
20 within this district.

21 24. Acting in concert, as described further herein, Defendants engage in millions of dollars
22 of business in California, with connections to California that are extensive and compromise a
23 significant portion of Defendants' business. Subscription sales to consumers in California is integral
24 to Defendants' financial success. Defendants' contacts with California primarily relate to their
25 continuing interactions with OnlyFans Content Creators and with consumers in the Class (including
26 Plaintiffs) who pay Defendants for access to that content through the auto-renewing subscriptions at
27 issue.

1 25. Defendants purposefully availed themselves of California laws, directed their activities
2 at California and its residents, availed themselves of, and have a substantial connection to California.
3 Defendants generated significant income from Plaintiffs and the Class in California as a result of the
4 activities they conducted in and/or directed to California residents. Fenix Internet processed significant
5 revenue generated by its California based content creators, much of it deriving from subscription
6 payments subject to auto-renewal activities. The laws which Defendants violated (including the ARL)
7 are fundamental policies of the State of California which cannot be waived by contract.

8 26. The Court's exercise of personal jurisdiction is reasonable and comports with fair play
9 and substantial justice.

10 27. Defendants have sufficient minimum contacts with California to be subject to this
11 Court's personal jurisdiction. Defendants intentionally avail themselves to California markets through
12 the promotion, sale, marketing, and distribution of the OnlyFans Subscription in this country (and
13 throughout the State of California), which renders this Court's exercise of jurisdiction necessary and
14 proper. Defendants regularly market their products to California consumers, sell their products to
15 California consumers, and charge and collect funds from California consumers, including Plaintiffs and
16 the Class. Further, Defendants intend to continue such activities, therefore affecting members of the
17 general public in California who are in a position to become customers of Defendants in the future and
18 thus, are vulnerable and in need of the public injunctive relief sought to ensure that their transactions
19 comply with the law.

20 28. At all relevant times hereto, Defendants have systematically and continually conducted,
21 and continue to conduct, business in this State by charging Plaintiffs', the Class', and California
22 consumers' Billing Information for OnlyFans Subscriptions. Defendants also reach California markets
23 through various means including, but not limited to, social media sites including Twitter and Facebook
24 (at relevant times based in California), through which Defendants specifically target California
25 consumers including Plaintiffs and the Class. For example, Defendants charged Plaintiffs' and the
26 Class's Billing Information. Additionally, the Terms of Service for all OnlyFans Platform Users (the
27 "OnlyFans Platform Terms of Service") Section 11 encourages OnlyFans users to connect their
28 OnlyFans account to their active Twitter account to share content but explains that consumers using this

1 feature must comply with Twitter’s terms of service of which provide for the application of California
2 law and that any dispute be brought in California.¹²

3 29. Defendants engage in millions of dollars of business in California, with connections to
4 California that are extensive and comprise a substantial portion of Defendants’ business. Upon
5 information and belief, approximately seventy (70%) percent of revenue generated by OnlyFans
6 Subscriptions originated from United States markets,¹³ particularly from California which is the largest
7 U.S. state by population and center of the general and adult entertainment industry. Based on population,
8 approximately 12 percent of Defendants U.S. revenues would be derived from consumers in California.
9 Upon information and belief, funds collected from the Class are deposited by Defendants into U.S. based
10 banks and financial institutions. Defendants’ sales revenues show that Defendants purposefully directed
11 their activities at California and availed themselves of California laws. Additionally, Defendants
12 maintain a principal/agent relationship with OnlyFans Content Creators,¹⁴ many of whom are based in
13 California. Upon information and belief, Fenix Internet has an active registered agent located at 11050
14 Hartsook Street, Los Angeles, CA 91601.¹⁵

15 30. Defendants conduct transactions with Class members and OnlyFans Content Creators
16 only in U.S. Dollars.¹⁶

17 31. Fenix International’s California-directed activities go beyond operation of a nationally
18 accessible website. Fenix International collects the data of California-users (subscribers in the Class and
19 content creators) such as identification information and includes California-specific sections within its
20 privacy policy.¹⁷ Fenix International performs age-verification for all its California Content Creators
21 which involves collecting hundreds of California identification documents and w-9’s.

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24 ¹² “General,” Terms of Service § 6, TWITTER (June 10, 2022), <https://twitter.com/en/tos#update>.

25 ¹³ *Supra* note 1 at 23, 30.

26 ¹⁴ *See id.* at 16.

27 ¹⁵ *See* Cindy Zheng, ONLYFANS, <https://onlyfans.com/cindyzyzg> (last accessed Feb. 15, 2023).

28 ¹⁶ *See* Terms of Use for Creators §12.f, ONLYFANS (Dec. 2021), <https://onlyfans.com/terms#acceptable-use-policy> (“All Fan Payments and Creator Earnings are transacted in USD only.”).

¹⁷ Privacy Policy §§ 1, 2.a.2 (referencing the personal information categories identified in the California Customer Records (“CCR”) statute (Cal. Civ. Code § 1798.80(e)), 2.a.3, 2.f (referring to the CCR), 3.b

1 32. Plaintiffs' claims relate to Defendants' forum related activities in California, including
2 subscription sales and auto-renewals. Defendants contacts with California relate to their continuing
3 interactions with OnlyFans Content Creators and consumers in the Class, including Plaintiffs, at relevant
4 times who paid for access to that content through subscription services offered and designed by
5 Defendants.

6 33. Defendants continuously and deliberately directed their business activities towards
7 California and exploited the California market, deriving significant profits as a result of those activities.
8 Defendants could reasonably anticipate being sued in California as a result of their connections.

9 34. Upon information and belief, certain principals, officers, and/or employees of
10 Defendants conduct and manage the business operations of Fenix International and Fenix Internet in
11 and from their workplaces in the United States and direct those activities towards consumers in
12 California with the intention of increasing and maintaining subscription sales and automatic renewals
13 thereof, and in turn, increasing Defendants' revenues. A primary source of Defendants' revenues is
14 subscription sales of the type at issue in this matter for which Defendants' principals, officers,
15 directors, employees, contractors and agents all seek to maximize, including those which derived from
16 California consumers in the Class and which result from Defendants purposeful attempts to conduct
17 business with them in the California marketplace. In furtherance of this, Leonid Radvinsky maintains
18 his primary workplaces in Florida and/or Illinois where he pursues such strategies and activities aimed
19 at maximizing subscription sales and renewals from California consumers. Fenix International's
20 current Chief Executive Officer (and former Chief Marketing and Communications Officer), Amrapali
21 Gan ("Gan"), resides in the United States, maintaining her current primary workplace in the United
22 States (currently Miami), and previously in California,¹⁸ where she pursues strategies and activities

23
24
25 (devoting a section to "Your California Privacy Rights"), ONLYFANS (Dec. 2020),
26 <https://onlyfans.com/privacy>.

27 ¹⁸ See Amrapali Gan, LINKEDIN, <https://www.linkedin.com/in/amigan> (listing residence of Miami, FL,
28 and noting "Gan currently splits her time between Miami and London ...") (last accessed Apr. 11, 2023);
Marielle Descalsota, *Meet Amrapali Gan, the 37 Year Old CEO of OnlyFans*, ENTREPRENEUR (Feb. 3,
2023), <https://www.entrepreneur.com/business-news/meet-the-37-year-old-ceo-of-onlyfans-amrapali>

1 aimed at maximizing subscription sales and renewals from California consumers. Upon information
 2 and belief Gan began her employment with Defendant Fenix International in 2020 while residing and
 3 working in California.

4 35. Upon information and belief, at relevant times Leonid Radvinsky, Amrapali Gan, and
 5 other employees of Defendants have conducted work related to sales operations of Defendants and the
 6 marketing of the OnlyFans Platform and online subscription sales practices at issue in this matter in
 7 and from their workplaces in the United States, including those in California, Illinois, and/or Florida.
 8 At relevant times, Defendants have had United States based employees, including in California, that
 9 perform operations related to the sale and marketing of OnlyFans Subscriptions, automatic renewals,
 10 compliance, and other online subscription functions in and from their workplaces.¹⁹ In conducting
 11

12
 13 [gan/444279](#) (“She is currently based in Miami, but was previously living in Los Angeles. After attending
 14 California State University, she graduated with a bachelor's degree in public relations and organizational
 15 communication.”); *Who is Amrapali Gan, the new OnlyFans CEO?*, HT TECH (Aug. 21, 2022, 22:46
 16 IST), [https://tech.hindustantimes.com/tech/news/who-is-the-new-onlyfans-ceo-amrapali-gan-know-
 india-connection-71640167604474.html](https://tech.hindustantimes.com/tech/news/who-is-the-new-onlyfans-ceo-amrapali-gan-know-india-connection-71640167604474.html) (“ . . . Amrapali is currently based out of California.”); *The
 Education and Career of Amrapali Gan, the Mumbai-Born OnlyFans CEO*, STUDY INTERNATIONAL
 (Jan. 5, 2022), <https://www.studyinternational.com/news/onlyfans-ceo/>.

17 ¹⁹ Upon information and belief, amongst others, all or some of the following persons work or have
 18 worked for Defendants in the United States and through their business roles and functions have, in whole
 19 or part, helped further Defendants’ auto-renewing subscription sales business, including that in
 California:

20 Ana Ta, OnlyFans Digital Marketing Lead, Los Angeles, California. Ana Ta, LINKEDIN,
<https://www.linkedin.com/in/ana-ta> (last accessed Apr. 11, 2023);

21 Julia Pomis, OnlyFans Marketing Project Manager, Chicago, Illinois. Julia Pomis,
 22 LINKEDIN, <https://www.linkedin.com/in/julia-pomis-5760931a3> (last accessed Apr. 11,
 2023);

23 Alex Goykhman, OnlyFans Marketing, Chicago, Illinois. Alex Goykhman, LINKEDIN,
 24 <https://www.linkedin.com/in/algoykhman> (last visited Apr. 11, 2023). Alex Goykhman
 also maintains a business, Goyk Productions, Inc., that operates out of the same address
 25 (345 N. Canal Street, Chicago, IL, 60606) identified for Defendant Fenix Internet.
 26 *Compare* GOYKPRO, <http://goykpro.com/#contact> (last accessed Apr. 12, 2023) *with*
 Fenix Annual Report, *supra* note 1 at 27.

27 Rajesh Ramsaram, OnlyFans Strategy and Corporation Development, New York, New
 28 York. Rajesh Ramsaram, LINKEDIN, [https://www.linkedin.com/in/rajesh-ramsaram-
 30460a1b2](https://www.linkedin.com/in/rajesh-ramsaram-30460a1b2) (last accessed Apr. 11, 2023);

1 their business activities, these employees of Defendants collectively sought to increase their
2 subscription sales and revenues from consumers in California, including those in the Class.

3 36. In furtherance of their efforts to expand Defendants' sales, revenues, business activities
4 and the OnlyFans Platform and brand in the United States, including California, Defendants: (a)
5 advertise the OnlyFans brand and OnlyFans Platform themselves (including but not limited to,
6 <https://twitter.com/OnlyFans> and <https://www.facebook.com/onlyfans>); (b) enter into athletic or other
7 event sponsorships and promotions aimed at advertising the OnlyFans brand and OnlyFans Platform,²⁰
8 and; (c) also encourage OnlyFans Content Creators to separately advertise using the OnlyFans name,
9

10
11 Jamie Sharp, OnlyFans Executive Vice President, Business Development, Miami,
12 Florida. Jamie Sharp, LINKEDIN, <https://www.linkedin.com/in/sharp-jamie/> (last
13 accessed Apr. 10, 2023);

14 Alex Cluxton, OnlyFans Creative Project Manager, Chicago, Illinois. Alex Cluxton,
15 LINKEDIN, <https://www.linkedin.com/in/alex-cluxton-45508087/> (last accessed Apr. 10,
16 2023);

17 Matt Reeder, OnlyFans Deputy General Counsel, Pittsburgh, Pennsylvania. Matt Reeder,
18 LINKEDIN, <https://www.linkedin.com/in/matt-reeder/> (last accessed Apr. 10, 2023);

19 Cierra Ortega, OnlyFans Creator Experience Representative, Phoenix, Arizona. Cierra
20 Ortega, LINKEDIN, <https://www.linkedin.com/in/cierra-ortega-ab1b70181/> (last accessed
21 Apr. 10, 2023);

22 Dylan Sosso, OnlyFans Marketing and Tech, Chicago, Illinois. *See* Dylan Sosso,
23 LINKEDIN, <https://www.linkedin.com/in/dylan-sosso/> (last accessed Apr. 10, 2023).

24 Donald Wyatt, OnlyFans Customer Support Specialist, United States. *See* Donald Wyatt,
25 LINKEDIN, <https://www.linkedin.com/in/donald-wyatt-a82483194> (last accessed Apr.
26 12, 2023).

27 ²⁰ *Boxing Icon Floyd Mayweather Jr. Launches OnlyFans Profile Ahead Of Exhibition Fight*, CISION
28 PR NEWSWIRE (June 5, 2021, 9:28 ET), [https://www.prnewswire.com/news-releases/boxing-icon-floyd-
mayweather-jr-launches-onlyfans-profile-ahead-of-exhibition-fight-301306346.html](https://www.prnewswire.com/news-releases/boxing-icon-floyd-mayweather-jr-launches-onlyfans-profile-ahead-of-exhibition-fight-301306346.html) ("Floyd "Money"
Mayweather Jr. and OnlyFans announce their partnership, which includes exclusive content and a fight
sponsorship."); *Jace Kessler announces Only Fans as title sponsor for 2023!*, DIRT BIKE LOVER (Jan.
23, 2023), [https://dirtbikelover.com/jace-kessler-announce-onlyfans-as-title-sponsor-in-
2023/#:~:text=Jace%20Kessler%20announce](https://dirtbikelover.com/jace-kessler-announce-onlyfans-as-title-sponsor-in-2023/#:~:text=Jace%20Kessler%20announce); *Kellen Brauer, Logan Karnow Signs With OnlyFans As
Title Sponsor For 2023*, RACER X ONLINE (Oct. 22, 2022, 11:30 AM)
<https://racerxonline.com/2022/10/23/logan-karnow-signs-with-onlyfans-as-title-sponsor-for-2023>
(referencing participation in Anaheim race); *Fernando Quiles Jr., Kevin Holland Talks OnlyFans
Sponsorship & When His First Fight In 2022 Will Be*, MIDDLE EASY (Dec. 31, 2021),
<https://middleeasy.com/mma-news/kevin-holland-onlyfans-sponsorship>.

1 logos and trademarks as well.²¹ Such advertising activities are intended by Defendants to increase
2 subscription revenues from consumers in California.

3 37. In furtherance of their efforts to expand Defendants' sales, revenues, business activities
4 and the OnlyFans Platform and brand in California, Defendants' officers have physically appeared at
5 conferences and other meetings in California. For instance, on October 19, 2022, Amrapali Gan and
6 Chief Strategy & Operations Officer Keily Blair entered California and addressed the TechCrunch
7 Disrupt 2022 in San Francisco, promoting OnlyFans.²² Upon information and belief, Defendants deal
8 regularly with other business contacts in California for these same purposes.

9 38. In furtherance of their efforts to expand Defendants' sales, revenues, business activities
10 and the OnlyFans Platform and brand in California, Defendant Fenix International has registered
11 trademarks related to the OnlyFans name and OnlyFans Platform with the U.S. Patent and Trademark
12 Office.

13 39. In furtherance of their efforts to expand Defendants' sales, revenues, business activities
14 and the OnlyFans Platform and brand in California, Defendants have entered into contracts with third
15 party Contractors in the United States. Certain contracts indicate that the contract is "between Fenix
16 Internet LLC (subsidiary of Fenix International Limited "the Company")" and a third-party
17 "Contractor"; provide for application of U.S. laws; describe the obligations of "the Company"; and
18 provide for notices to "the Company" at 345N. Canal St., Chicago, IL 60606.

19 40. Defendants engage in marketing sales and commercial activity that is targeted at
20 consumers in California. The activities and functions that Fenix International and Fenix Internet
21

22
23 ²¹ *Brand Resources*, ONLYFANS, <https://onlyfans.com/brand> ("Brand Resources: Logos, special icons
24 and templates that will help you use our brand. Brand Guidelines: We love that you love OnlyFans. We
25 want to make it easy for you to use our brand in the right way. Explore this quick guide to our basic
design elements to see how to do it.") (last accessed Apr. 12, 2023).

26 ²² Lauren Simonds, *OnlyFans's Ami Gan and Keily Blair Join us at Disrupt for a SFW Fireside Chat*,
TECHCRUNCH (Aug. 26, 2022, 10:00 AM CDT), [https://techcrunch.com/2022/08/26/onlyfans-ami-gan-
27 and-keily-blair-join-us-at-disrupt-for-an-sfw-fireside-chat/](https://techcrunch.com/2022/08/26/onlyfans-ami-gan-and-keily-blair-join-us-at-disrupt-for-an-sfw-fireside-chat/); see also Money 20/20 Conference in Las
Vegas, NV, October 22-25, 2023, MONEY 20/20, <https://us.money2020.com> ("A snapshot of our 2022
28 Rockstar speakers ...Amrapali Gan, CEO OnlyFans") (last accessed Apr. 12, 2023); see also *Our 2022
Speakers*, MONEY 20/20, <https://us.money2020.com/agenda/speakers> (last accessed Apr. 12, 2023).

1 perform in and from the United States, which are purposefully directed towards the California
2 consumer market and are intended to increase Defendants' sales, revenues, and market share and are
3 more extensive than Defendants want the public to perceive. While Defendants attempt to imply that
4 all Defendants' company operations take place in England and/or other countries outside of the United
5 States (except for payment/credit card processing by Fenix Internet), that does not appear to be
6 accurate. Rather, Fenix International, Fenix Internet, and/or their affiliates (Doe Defendants) employ
7 and contract with numerous persons working in the United States, including personnel in California,
8 to help it market, sell, promote, and maintain auto-renewing subscription offerings to consumers in
9 California, including to persons in the Class.

10 41. Fenix International offered contracts to California residents in the Class that were
11 performed in California and under which the Class members were charged auto-renewing subscription
12 fees.

13 42. Fenix Internet collects payments from consumers in California from subscription sales
14 via automatic renewal fees. Fenix Internet assists Fenix International in processing payments from
15 consumers in California in relation to subscription sales. Fenix Internet distributes a portion of the
16 money it collected from California consumers in relation to subscription sales to OnlyFans Content
17 Creators in California. By electing to enter into transactions and charge California consumers'
18 (persons in the Class) Billing Information on a monthly or periodic basis, Defendants entered into
19 continuing relationships with Class members in California and purposely availed themselves of the
20 benefit of conducting business in California. In doing so Defendants purposely created continuing
21 relationships and obligations with citizens of California.

22 43. Fenix Internet and Fenix International also sell "OnlyFans" branded merchandise
23 (clothing, towels, household goods, keychains, signs, stickers, other accessories, etc.) on the
24 Onlyfans.com website "store"²³ to California residents, collect payments from California residents and
25 ship merchandise via domestic courier to consumers in California (for additional shipping fees for
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27
28 ²³ See ONLYFANS, <https://store.onlyfans.com/> (last accessed Apr. 12, 2023).

1 which Defendants further profit) from their facilities and fulfillment/distribution centers in the United
2 States (in Illinois and/or other states). Such “OnlyFans store” sales compliment the subscription sales
3 made. In doing so, Defendants further engage in marketing, sales and commercial activity that is
4 targeted at consumers in California and which demonstrates that they purposely avail themselves of
5 the privilege of conducting business with California residents and thus, are subject to specific
6 jurisdiction in California.

7 44. Defendants acknowledge the applicability of certain U.S. laws to their business
8 activities aimed at U.S. markets, including California. Defendants’ websites specifically reference
9 such statutes.²⁴ This also demonstrates that Defendants purposely avail themselves of the California
10 market.

11 45. Defendants acknowledge their responsibility to comply with state laws and collect sales
12 taxes in U.S. states, such as California,²⁵ on subscription sales to Class members:

13 USA Sales Tax Information *Please note:* This notice covers our sales tax
14 requirements of Fan payments from within the USA. . . .

15 Beginning January 4, 2021, OnlyFans will add sales tax to some Fan Payments
16 made in the USA.

17 Recently, many states have passed laws that require “online marketplaces” to
18 apply sales tax to transactions. Originally aimed at larger streaming services, the
19 way these laws were written and the way they are being interpreted means that
20 they are impacting many different types of companies, including OnlyFans.

21
22 ²⁴ See 2257 Disclosure Statement – OnlyFans, ONLYFANS, <https://onlyfans.com/usc2257> (last accessed
23 Apr. 12, 2023); DMCA Takedown Policy, ONLYFANS, <https://onlyfans.com/dmca> (last accessed Apr.
24 12, 2023); *see also* Anti-Slavery and Anti-Trafficking Statement 2022, ONLYFANS,
25 <https://onlyfans.com/antitraffickingstatement> (last accessed Apr. 12, 2023).

26 ²⁵ To the extent that Defendants do not pay state sales taxes in any state (including California) it is
27 because Defendants have made the conscious decision regarding any such requirement after analyzing
28 laws applicable of the states that they conduct substantial sales (including California). As shown *supra*,
in 2021, Defendant Fenix International generated \$648 million in revenue from the United States. Fenix
Annual Report, *supra* note 1 at 23, 30. The population of California is approximately twelve (12%)
percent of that of the United States. Therefore, in 2021 alone, if its annual revenue generation by state
is proportionate to population, Defendant Fenix International would have generated approximately \$54
million in revenue from California.

1 Whether or not sales tax is applied to your Fan Payment depends on where you
 2 are located and the type of Payment being made. Not all states requires sales tax
 to be charged on transactions, and not all Payment types will be taxable.

3 If Sales tax is charged in your location, you will see an additional line item on
 4 your receipt for sales tax. Each state which requires Sales Tax to be charged will
 apply their own rate. The Sales Tax collected by OnlyFans will be paid directly
 to your local government.²⁶

5 Defendants further acknowledge that they monitor each states' laws for changes (including
 6 California's) and are subject to state law requirements where they make subscription sales.²⁷ This also
 7 demonstrates that Defendants purposely avail themselves of the California market.

8 46. Defendants also recognize their obligations to comply with California privacy laws
 9 with regard to California based consumers that they deal with regard to subscription sales.²⁸

10 47. By way of the foregoing activities and conduct, Defendants have purposely availed
 11 themselves of the privilege of conducting business in California thereby invoking the benefits and
 12 protections of its laws and thus, are subject to specific jurisdiction in California. Defendants performed
 13 affirmative conduct which allows and/or promotes the transaction of business within California,
 14 including that related to the sales and subscription auto-renewal practices at issue in this case. The
 15 claims of Plaintiffs and the Class relate to Defendants' California-related activities described herein.

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 19
 20 ²⁶ USA Sales Tax Information, ONLYFANS, <https://onlyfans.com/help/2/135/136> (last accessed Apr. 12, 2023); *see also* Publication 109, Internet Sales, CAL. DEP'T OF TAX AND FEE ADMIN. (Dec. 2021),
 21 <https://www.cdtfa.ca.gov/formspubs/pub109/> (“Who is responsible for collecting and paying tax on
 22 Internet sales? If you actively sell merchandise in California or are a retailer engaged in business in
 California, you are responsible for collecting and paying tax on your Internet sales. These include sales
 you make through Internet shopping platforms, Internet auction sites, and your own website”).

23 ²⁷ If my state doesn't charge tax, could this change?, ONLYFANS, <https://onlyfans.com/help/2/135/140>
 24 (last accessed Apr. 12, 2023) (“If my state doesn't charge tax, could this change? Yes. Tax on digital
 25 content is steadily being implemented globally and it is likely that states which currently do not charge
 tax on digital content, will commence doing so in the future. OnlyFans will constantly review rate
 changes and keep our Fans updated.”).

26 ²⁸ *Supra* note 17 at § 3.b (“California's “Shine the Light” law, permits our users who are California
 27 residents to request and obtain from us a list of what personal data (if any) we disclosed to third parties
 for their own direct marketing purposes in the previous calendar year and the names and addresses of
 28 those third parties. . . . The California Consumer Privacy Act (“CCPA”) provides our users who are
 California residents the following additional rights:”).

1 The exercise of this Court’s jurisdiction comports with fair pay and substantial justice and is
2 reasonable.

3 48. Venue is proper in this Court pursuant to Civil Code § 1780(d). Defendants conduct
4 business in this County and throughout the State of California, including by charging OnlyFans
5 consumers’ Billing Information for OnlyFans Subscriptions.

6 49. Defendant Fenix Internet is not a party to the OnlyFans Platform Terms of Service.
7 Further, to the extent that Defendant Fenix Internet is capable of enforcing the OnlyFans Platform Terms
8 of Service, Plaintiffs did not see and did not affirmatively agree to the OnlyFans Platform Terms of
9 Service when they created their OnlyFans account nor were the OnlyFans Platform Terms of Service
10 presented in a sufficiently clear and conspicuous manner to give Plaintiffs, or the Class, adequate notice
11 of the choice of law and forum selection clauses. As such, the choice of law and forum selection clauses
12 are unenforceable as there was no assent by Plaintiffs. Additionally, as alleged below, the California
13 ARL (as well as the UCL, CLRA, and Plaintiffs’ right to seek public injunctive relief) represents a
14 substantial fundamental policy of the State of California that cannot be waived by contract. As such, to
15 the extent Defendants seek enforcement of the choice of law and forum selection clauses, those
16 provisions are procedurally and substantively unconscionable and unenforceable in that they effectively
17 waive the protections afforded to Californians pursuant to the ARL, UCL, CLRA, and right to seek
18 public injunctive relief and require California consumers to engage in cost-prohibitive litigation in a
19 foreign country, with foreign counsel, and under foreign substantive and/or procedural law. Plaintiffs
20 and their transactions have no meaningful contacts with foreign jurisdictions, including the United
21 Kingdom as all events pertinent to the transaction and billings took place, and continues to occur, in
22 California and the United States. Those terms are both procedurally and substantively unconscionable
23 and are a transparent attempt to deny Plaintiffs any meaningful forum to resolve disputes without
24 substantial and disproportionate burden.

25 50. As alleged above and below, California law applies to these claims as the ARL, UCL and
26 CLRA represent substantial fundamental policies of the State of California which cannot be waived by
27 contract. Further, claims for public injunctive relief on behalf of the general public of California, as
28

1 sought here, cannot be waived. *McGill v. Citibank, N.A.*, 393 P.3d 85 (Cal. 2017); Cal. Civil Code §
2 3513.

FACTUAL ALLEGATIONS

I. Background on the Subscription and Automatic Renewal e-Commerce Industry.

5 51. The e-commerce subscription business model centers on retailers providing goods or
6 services “in exchange for regular payment from the customer.”²⁹ Subscription e-commerce has grown
7 rapidly in recent years. According to Forbes, “[t]he subscription e-commerce market has grown by more
8 than 100 percent a year over the past five years, with the largest retailers generating more than \$2.6B in
9 sales in 2016, up from \$57.0M in 2011.”³⁰ This tremendous growth of subscription e-commerce shows
10 no signs of slowing. Over the last 8.5 years, the subscription economy has grown more than 400
11 percent.³¹ The production, sale, and distribution of subscription-based products and services is a
12 booming industry that has exploded in popularity. UBS analysts predict that the subscription economy
13 will expand into a \$1.5 trillion market by 2025, up from \$50 billion in 2020,³² implying an 18 percent
14 annual growth rate and making the subscription economy “one of the fastest-growing industries
15 globally.”³³ The dramatic growth was experienced “across many areas, including e-commerce, video,
16 streaming, gaming, [and] cloud-based applications[.]”³⁴ Indeed, in 2021, consumers, on average, spent
17 \$273 per month on subscription services, up from \$237 in 2018.³⁵

21 ²⁹ Sam Saltis, *How to Run an eCommerce Subscription Service: The Ultimate Guide*, CORE DNA (May
22 19, 2020), <https://www.coredna.com/blogs/ecommerce-subscription-services>.

23 ³⁰ Louis Columbus, *The State of the Subscription Economy, 2018*, FORBES (Mar. 4, 2018, 5:02PM EST),
<https://www.forbes.com/sites/louiscolombus/2018/03/04/the-state-of-the-subscription-economy-2018/?sh=49eadd8653ef>.

24 ³¹ Mary Meisenzahl, *Taco Bell’s Taco Subscription is Rolling out Nationwide – Here’s How to Get it*,
25 BUSINESS INSIDER (Jan. 6, 2022), <https://www.businessinsider.com/taco-bell-subscription-launching-across-the-country-2022-1>.

26 ³² Sundeep Gantori et al., *Investing in Digital Subscriptions*, UBS, 4–5 (Mar. 10, 2021), available at
<https://www.ubs.com/global/en/wealth-management/our-approach/marketnews/article.1525238.html>.

27 ³³ *Id.* at 5.

28 ³⁴ *Id.* at 3.

³⁵ WEST MONROE, *The State of Subscription Services Spending* (Aug. 2021),
<https://www.westmonroe.com/perspectives/report/the-state-of-subscription-services-spending>.

1 52. As with the OnlyFans Platform, subscriptions have become so prevalent, in no small
2 measure, because they provide companies with stable and enormous profits. Companies with
3 subscriptions have seen their financial positions dramatically improve because of the stability and strong
4 cash flow generated from their subscribers. Many subscribers are unaware of ongoing periodic charges
5 and therefore the subscription model allows for the generation of additional revenues that would not be
6 possible if the consumer had to complete a distinct transaction each month. Simply put, subscriptions
7 generate additional money for the vendor imposing the charges. According to Intuit, subscriptions are
8 “217% more profitable for businesses than a one-time payment model.”³⁶

9 53. The OnlyFans Subscription has generated incredible revenue. In 2021 alone, the
10 OnlyFans Platform had over 187 million customers who generated \$932 million in net revenue and \$433
11 million in profit.³⁷ It has been estimated that OnlyFans is on pace to make \$2.5 billion in revenue for
12 2022.³⁸ Further, over 50 percent of OnlyFans revenue was generated by the OnlyFans Subscription with
13 over 70 percent of that revenue originating from United States consumers.³⁹

14 54. And the expansion of the subscription e-commerce model “is just getting started.”⁴⁰ As
15 USB analysts explained: “We’re now in the subscription era, and the pandemic [has] accelerat[ed] its
16 takeover. During the COVID-19 lockdowns, many digital-based subscription business models fared well
17 due to their promise of convenience and strong business continuity.”⁴¹ The *Washington Post* reported
18
19

20
21 ³⁶ Intuit QuickBooks Blog, *Subscription Model or One-Time Sale: Which Should you Choose?* (Jan. 31,
22 2017), <https://quickbooks.intuit.com/in/resources/running-a-business/subscription-model-one-time-sale/>.

23 ³⁷ Fenix Annual Report, *supra* note 1 at 2.

24 ³⁸ Ingrid Lunden, *OnlyFans CEO Says Adult Content Will Still Have a Home on the Site in 5 Years*,
25 TECHCRUNCH (Oct. 19, 2022, 6:13 PM CDT), https://techcrunch.com/2022/10/19/onlyfans-ceo-says-adult-content-will-still-have-a-home-on-the-site-in-5-years/?guccounter=1&guce_referrer=aHR0cHM6Ly93d3cuZ29vZ2xlLmNvbS8&guce_referrer_sig=AQAAABiV5wdX9XL9SSd03uj5QtTiMSQpLDXcgerWdELFoZiY6fWlu9R35m1Fw2m3epGJiKSdiWgkpLCVaQh10f_Zeodf0n7Sp8B_bL9V7svclT7xReVyaEC8lYdmGLAzTJZ9SI9lczIFVihUG5QDIeeRX0L99T8kwtKhhtS5gfr2s3J/.

26 ³⁹ Fenix Annual Report, *supra* note 1 at 23, 30.

27 ⁴⁰ *Supra* note 32 at 5.

28 ⁴¹ *Id.*

1 that “[s]ubscriptions boomed during the coronavirus pandemic as Americans largely stuck in shutdown
 2 mode flocked to digital entertainment[.] . . . The subscription economy was on the rise before the
 3 pandemic, but its wider and deeper reach in nearly every industry is expected to last, even after the
 4 pandemic subsides in the United States.”⁴²

5 55. Although the subscription model is easy to enter, and can produce high profits for the
 6 vendor imposing the charges, it is incredibly difficult to dominate the e-commerce subscription market
 7 because of the “highly competitive prices and broad similarities among the leading players.”⁴³ In
 8 particular, businesses struggle with high churn rates and consumer cancellation when “services don’t
 9 deliver superior end-to-end experiences.”⁴⁴ Consumers, however, when confronted with the recurring
 10 nature of the service, billing practices, or, more significantly, unclear or complicated cancellation
 11 policies, “lose interest” but “may be too harried to take the extra step of cancelling their
 12 membership[s].”⁴⁵ In other words, businesses realized, as did Defendant, that the “real money is in the
 13 inertia.”⁴⁶ To facilitate consumer inertia, subscription-based e-commerce companies “work with third-
 14 party vendors to implement more manipulative designs.”⁴⁷ That is, companies engaging in subscription-
 15

16
 17 ⁴² Heather Long & Andrew Van Dam, *Everything’s Becoming a Subscription, and the Pandemic is*
 18 *Partly to Blame*, THE WASHINGTON POST (June 1, 2021, 1:12 PM),
 19 <https://www.washingtonpost.com/business/2021/06/01/subscription-boom-pandemic/> (noting that “e-
 20 commerce and entertainment subscriptions to sites such as Netflix, Hulu and Disney Plus made
 21 headlines during the pandemic for soaring growth.”).

22 ⁴³ Tony Chen et al., *Thinking Inside the Subscription Box: New Research on E-Commerce Consumers*,
 23 MCKINSEY & COMPANY (Feb. 9, 2018), [https://www.mckinsey.com/industries/technology-media-and-
 24 telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-
 25 consumers](https://www.mckinsey.com/industries/technology-media-and-telecommunications/our-insights/thinking-inside-the-subscription-box-new-research-on-ecommerce-consumers).

26 ⁴⁴ *Id.*

27 ⁴⁵ Amrita Jayakumar, *Little-Box Retailing: Subscription Services Offer New Possibilities to Consumers,*
 28 *Major Outlets*, WASHINGTON POST (Apr. 7, 2014),
[https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-
 419db477a0e6_story.html](https://www.washingtonpost.com/business/economy/tktktktk/2014/04/07/f68135b6-a92b-11e3-8d62-419db477a0e6_story.html).

⁴⁶ *Id.*

⁴⁷ Zoe Schiffer, *A New Study from Princeton Reveals how Shopping Websites use ‘Dark Patterns’ to*
Trick you into Buying Things you Didn’t Actually Want, BUSINESS INSIDER: INDIA (June 26, 2019, 4:46
 IST), [https://www.businessinsider.in/tech/a-new-study-from-princeton-reveals-how-shopping-
 websites-use-dark-patterns-to-trick-you-into-buying-things-you-didnt-actually-
 want/articleshow/69950666.cms](https://www.businessinsider.in/tech/a-new-study-from-princeton-reveals-how-shopping-websites-use-dark-patterns-to-trick-you-into-buying-things-you-didnt-actually-want/articleshow/69950666.cms).

1 based e-commerce “are now taking advantage of subscriptions in order to trick users into signing up for
2 expensive or recurring plans. They do this by [among other things] intentionally confusing users with
3 their [website or] app’s design and flow, by making promises of ‘free trials’ that convert after only a
4 matter of days, and other misleading tactics,” such as failure to fully disclose the terms of the automatic
5 renewal or continuous service programs.⁴⁸

6 56. Making matters worse is the deliberate design by subscription e-commerce business to
7 make consumer cancellation confusing and onerous. Tactics and business models which delay a
8 consumer’s cancellation results in additional revenues to the vendor imposing the charges. Once
9 enrolled, “[o]ne of the biggest complaints consumers have about brand/retailers is that it’s often difficult
10 to discontinue a subscription marketing plan.”⁴⁹ As such, “the rapid growth of subscriptions has created
11 a host of challenges for the economy, far outpacing the government’s ability to scrutinize aggressive
12 marketing practices and ensure that consumers are being treated fairly[.]”⁵⁰ Thus, although federal
13 regulators have sought to make it harder for companies to trap consumers in subscriptions, draining their
14 bank accounts, and have attempted to respond to the proliferation of abuses,⁵¹ widespread utilization of
15 dark patterns and deliberate attempts to obfuscate cancellation persist. Indeed, as the Consumer
16 Financial Protection Bureau recently reported, consumers across the country have submitted complaints
17 “about being repeatedly charged for services they did not intend to buy or no longer want[ed] to continue
18 purchasing” and “about the difficulty of cancelling subscription-based services and about charges made
19 to their credit card or bank account after they requested cancellation.”⁵²

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23 ⁴⁸ Sarah Perez, *Sneaky Subscriptions Are Plaguing the App Store*, TECHCRUNCH (Oct. 15, 2018, 3:21
24 PM), <https://techcrunch.com/2018/10/15/sneaky-subscriptions-are-plaguing-the-app-store/>.

25 ⁴⁹ Rich Meyer, *The Problem with Subscription Marketing*, NEW MEDIA AND MARKETING (Mar. 17,
26 2019), <https://www.newmediaandmarketing.com/the-problem-with-subscription-marketing/>; *supra*
note 42 (“‘Subscription services are a sneaky wallet drain,’ said Angela Myers, 29, of Pittsburgh. ‘You
keep signing up for things and they make it really hard to cancel.’”).

⁵⁰ *Supra* note 42.

⁵¹ *Id.*

⁵² Consumer Financial Protection Circular 2023-01, *Unlawful Negative Option Marketing Practices*, 2
28 (Jan. 19, 2023), [Circular 2023-01 Unlawful negative option marketing practices \(consumerfinance.gov\)](https://www.consumerfinance.gov/circulars/2023-01-unlawful-negative-option-marketing-practices/).

1 **II. California’s Automatic Renewal Law.**

2 57. In 2010, the California Legislature enacted the Automatic Renewal Law (“ARL”) with
3 the express intent to “end the practice of ongoing charging of consumer credit or debit cards or third-
4 party payment accounts without the consumers’ explicit consent for ongoing shipments of a product or
5 ongoing deliveries of service.” Cal. Bus. & Prof. Code § 17600. More recently, in 2022, California
6 Assembly Bill 390 amended Section 17602 of the ARL, adding new notice requirements meant to
7 increase consumer protections for orders containing free trials or promotional pricing and, more
8 importantly, requiring businesses offering services or products online to provide one of two “exclusively
9 online” methods of immediate cancellation without the need to take additional steps such as having to
10 answer any further questions, provide reasons for cancellation, take surveys or speak to a representative
11 of the seller either directly or via an online chat feature.

12 58. The ARL makes it “unlawful for any business that makes an automatic renewal or
13 continuous service offer to a consumer in this state to do any of the following:”

14 (1) Fail to present the automatic renewal offer terms or continuous service offer
15 terms in a clear and conspicuous manner before the subscription or purchasing
16 agreement is fulfilled and in visual proximity, or, in the case of an offer conveyed
17 by voice, in temporal proximity, to the request for consent to the offer. If the offer
18 also includes a free gift or trial, the offer shall include a clear and conspicuous
19 explanation of the price that will be charged after the trial ends or the manner in
20 which the subscription or purchasing agreement pricing will change upon
21 conclusion of the trial.

22 (2) Charge the consumer’s credit or debit card, or the consumer’s account with a
23 third party, for an automatic renewal or continuous service without first obtaining
24 the consumer’s affirmative consent to the agreement containing the automatic
25 renewal offer terms or continuous service offer terms, including the terms of an
26 automatic renewal offer or continuous service offer that is made at a promotional
27 or discounted price for a limited period of time.

28 (3) Fail to provide an acknowledgement that includes the automatic renewal offer
terms or continuous service offer terms, cancellation policy, and information
regarding how to cancel in a manner that is capable of being retained by the
consumer. If the automatic renewal offer or continuous service offer includes a
free gift or trial, the business shall also disclose in the acknowledgment how to
cancel, and allow the consumer to cancel, the automatic renewal or continuous
service before the consumer pays for the goods or services.

Cal. Bus. & Prof. Code §§ 17602(a)(1)–(3).

59. Following the enactment of AB 390, the ARL now requires e-commerce sellers, doing
businesses in California, to provide one of two specific, one-step “exclusively online” mechanisms to

1 immediately cancel an automatic renewal or continuous service agreement offered online. Section
2 17602(d) provides in relevant part:

3 . . . a business that allows a consumer to accept an automatic renewal or
4 continuous service offer online shall allow a consumer to terminate the automatic
5 renewal or continuous service ***exclusively online, at will, and without engaging
any further steps that obstruct or delay*** the consumer’s ability to terminate the
6 automatic renewal or continuous service immediately.

7 The business shall provide a method of termination that is online in either form
8 of either of the following:

9 (A) A ***prominently located*** direct link or button which may be located within
10 either a customer account or profile, or within either device or user settings.

11 (B) By an immediately accessible termination email formatted and provided by
12 the business without additional information.

13 *Id.* §§ 17602(d)(1)(A)–(B) (emphasis supplied). AB 390’s legislative history confirms that the public
14 policy of the State of California is to provide an immediate, one-step mechanism to cancel online
15 automatic renewals and continuous service agreements and prohibit mechanisms designed to hinder or
16 otherwise delay that process. The purpose of AB 390 was to “protect consumers from unexpected and
17 unwanted charges for automatic renewal or continuous services . . . by allowing a consumer to cancel
18 an automatic renewal or continuous service online, at will, and without onerous cancellation
19 requirements.”⁵³ In support of the AB 309, its author, assemblymember Marc Berman, stated:
20 “Unfortunately, many businesses use a variety of tactics to make cancelling subscriptions inconvenient,
21 confusing, time consuming, or otherwise difficult. . . . AB 390 would ensure that if consumers can
22 subscribe online, they can cancel online, and that they can do so without delay or having to jump
23 through hoops.”⁵⁴ For example, some of the cancellation mechanisms AB 390 intended to eliminate
24 were the use of online chat boxes “or the filling out of surveys as a prerequisite to effectuate a
25 cancellation.”⁵⁵

26 ⁵³ Assembly Committee on Privacy and Consumer Protection, Assembly Bill Policy Committee
27 Analysis AB 390, 3 (Apr. 12, 2021), available at:
https://leginfo.legislature.ca.gov/faces/billAnalysisClient.xhtml?bill_id=202120220AB390.

28 ⁵⁴ *Id.* at 4.

⁵⁵ Supporting statement from the Office of the District Attorney of Santa Cruz County. *Id.* at 8–9.

1 60. An “automatic renewal” means any “plan or arrangement in which a paid subscription or
2 purchasing agreement is automatically renewed at the end of a definite term for a subsequent term.” *Id.*
3 § 17601(a). Additionally, the phrase “automatic renewal offer terms” is defined as “the following clear
4 and conspicuous disclosures: (1) That the subscription or purchasing agreement will continue until the
5 consumer cancels. (2) The description of the cancellation policy that applies to the offer. (3) The
6 recurring charges that will be charged to the consumer’s credit or debit card or payment account with a
7 third party as part of the automatic renewal plan or arrangement, and that the amount of the charge may
8 change, if that is the case, and the amount of which the charge will change, if known. (4) The length of
9 the automatic renewal term or that the service is continuous, unless the length of the term is chosen by
10 the consumer. (5) the minimum purchase obligation, if any.” *Id.* § 17601(b)(1)–(5).

11 61. A “continuous service” means any “plan or arrangement in which a subscription or
12 purchasing agreement continues until the consumer cancels the service.” *Id.* § 17601(e).

13 62. The ARL defines “clear and conspicuous” or “clearly and conspicuously” to mean “in
14 larger type than the surrounding text, or in contrasting type, font, or color to the surrounding text of the
15 same size, or set off from the surrounding text of the same size by symbols or other marks, in a manner
16 that clearly calls attention to the language.” *Id.* § 17601(c).

17 63. Finally, where a “business sends any goods, wares, merchandise, or products to a
18 consumer, under a continuous service agreement or automatic renewal of a purchase, without first
19 obtaining the consumer’s affirmative consent[,]” the product is “deemed an unconditional gift to the
20 consumer[.]” *Id.* § 17603.

21 64. As alleged below, the OnlyFans Subscription systematically violates Section
22 17602(a)(1), 17602(a)(2), 17602(a)(3), and 17602(d) of the ARL.

23 65. The content sold to Plaintiffs and the Class in the OnlyFans Subscription constitute
24 goods, services, merchandise, and tangible products for personal or household use. The content
25 including images, videos, audio, instructions and text, for which Defendants unlawfully charged
26 Plaintiffs’ and the Class’s Billing Information, provides consumers access to by way of a license or
27 otherwise, are all able to be downloaded, printed out, retained and/or used in physical, tangible form by
28 the consumer.

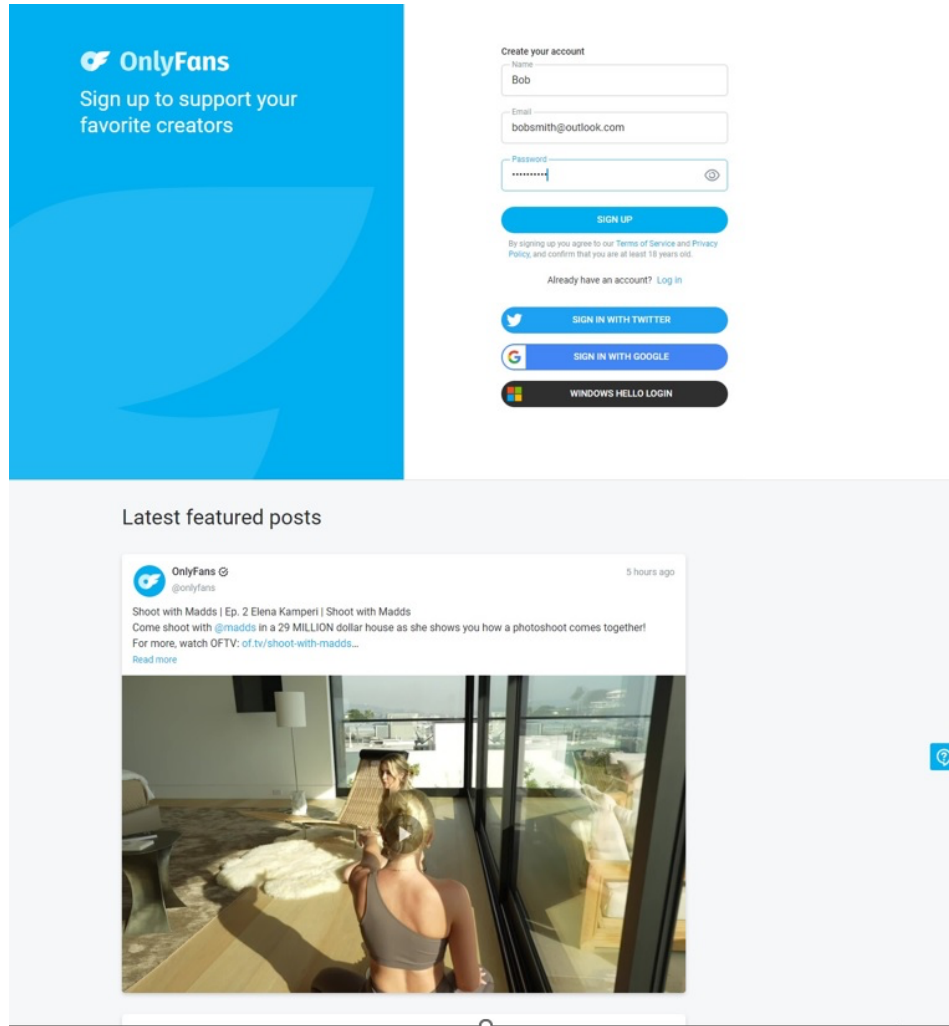
1 **III. The OnlyFans Subscription Enrollment Process.**

2 66. As the entity and vendor imposing the subscription charges on Plaintiffs' and other
3 consumers' Billing Information on an automatic recurring basis, Defendants are responsible for
4 compliance with the ACL, UCL, and other applicable laws before imposing such charges. Defendants
5 knew or should have known that by the failure to comply with the ARL's requirements prior to any sale
6 or periodic billing, the periodic charges should never have been imposed and collected as the goods and
7 services provided through the subscription were considered unconditional gifts, by law, before such
8 charges were imposed.

9 67. At all relevant times, via the OnlyFans Platform, Defendants offered, and continues to
10 offer, the OnlyFans Subscription to exclusive OnlyFans Creator Content on an automatically renewing
11 basis. The OnlyFans Subscriptions are offered on a recurring basis for monthly renewal terms, and all
12 subscriptions, regardless of price, automatically renew at the end of the defined renewal terms unless
13 and until the consumer cancels. The OnlyFans Subscription constitutes an "automatic renewal" and/or
14 "continuous service" agreement under the ARL. *See* Cal. Bus. & Prof. Code §§ 17601(a), (e).

15 68. The OnlyFans Subscription enrollment process is substantially the same, regardless of
16 the medium used. To sign up for and create an OnlyFans account, the consumer goes to onlyfans.com
17 and selects the "Sign up for OnlyFans" hyperlink after which the onlyfans.com website directs the
18 consumer to create an account by entering their name, email, and a password in the designated fields.
19 When those identification and data fields are completed, the OnlyFans "SIGN UP" button activates,
20 allowing consumers to click the button and to turn on their OnlyFans account.

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69. Regardless of how the consumer creates an OnlyFans account, at no point throughout the account creation process, are consumers required to read or affirmatively agree, *i.e.*, by requiring consumers to click or select a checkbox before they complete their OnlyFans account creation, to the OnlyFans Platform Terms of Service. To the contrary, the OnlyFans sign-up page incorporates dark patterns to distract consumers from even noticing the OnlyFans Platform Terms of Service. As shown above, the layout of the OnlyFans sign-up screen is designed to distract consumers from even noticing the OnlyFans Platform Terms of Service. The OnlyFans Platform Terms of Service hyperlink is shown in tiny font *below* the “SIGN UP” button and is also surrounded by other activated buttons as well as “[l]attests featured posts” images, which in the image above is an enticing photograph. In other words, the visual aesthetic of the OnlyFans sign-up page is a classic example of the dark pattern commonly

1 referred to as “misdirection.”⁵⁶ At no point throughout the OnlyFans account creation process, are
2 consumers put on notice of the OnlyFans Platform Terms of Service nor are consumers required to
3 affirmatively agree to those terms.

4 70. After selecting the “SIGN UP” button, the OnlyFans consumer *has not yet made any*
5 *purchase* of OnlyFans Creator Content or otherwise purchased an OnlyFans Subscription but merely
6 activated an OnlyFans account. Following their clicking of the “SIGN UP” button, the consumer is sent
7 to a “Home” screen and directed to verify the email address they supplied. The OnlyFans account
8 “Home” screen has a menu on the left-hand side, a middle section with a selection of “posts” made by
9 users and creators, a search tool for finding creators, and a list of “suggestions” on the right, which
10 highlights certain content creators whose profiles the user can peruse.

11 71. Before any OnlyFans consumer can subscribe to OnlyFans Creator Content, they must
12 provide Defendant Fenix Internet their Billing Information on the “ADD CARD” webpage.⁵⁷ As shown
13 below, at no point on the “ADD CARD” webpage is the OnlyFans Subscription offer terms presented
14 in a clear and conspicuous manner. Further, there is no link to the OnlyFans Platform Terms of Service.

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25 ⁵⁶ “Misdirection” is a type of “dark practice” wherein the website’s “design purposefully focuses
26 [customers’] attention on one thing in order to distract [their] attention from another.” *Misdirection*,
DECEPTIVE DESIGN, <https://www.deceptive.design/types/misdirection> (last accessed Feb. 8, 2023).

27 ⁵⁷ Upon information and belief, the consumer can input their credit or debit card information either
28 before perusing OnlyFans Creator Content, or after they have selected an OnlyFans creator to whom
they subscribe. Regardless of when they input their credit or debit card information, the consumer is
directed to the same page.

← ADD CARD
VERIFY

BILLING DETAILS

We are fully compliant with Payment Card Industry Data Security Standards.

Country
United States of America

State / Province
California

Street

City ZIP / Postal Code

CARD DETAILS

E-mail Name on the card

Card Number

My card number is longer

Expiration MM / YY CVC

Tick here to confirm that you are at least 18 years old and the age of majority in your place of residence

SUBMIT

i OnlyFans will make a one-time charge of \$0.10 when adding your payment card. The charges on your credit card statement will appear as "OnlyFans".

Fenix International Limited, Fourth Floor Imperial House, 8 Kean street, London WC2B 4AS, United Kingdom

\$0
Wallet credits

ADD FUNDS TO YOUR WALLET

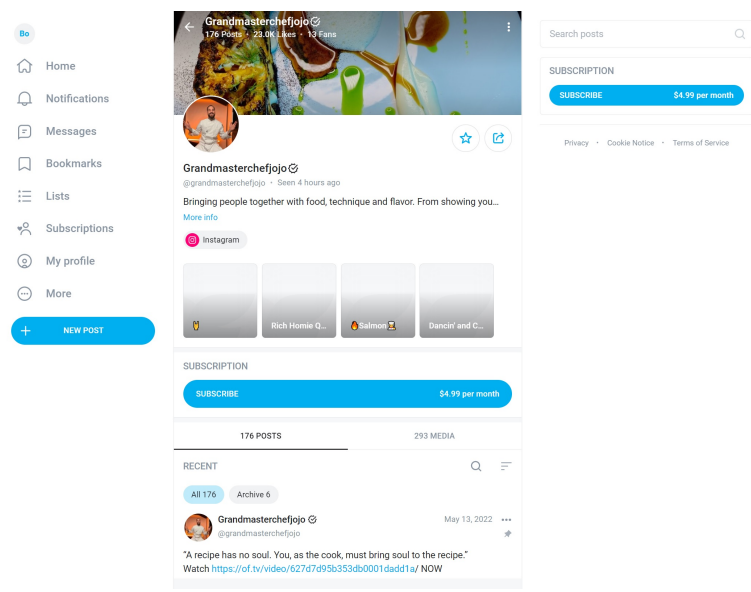
ADD A PAYMENT CARD

Make wallet primary method for rebills

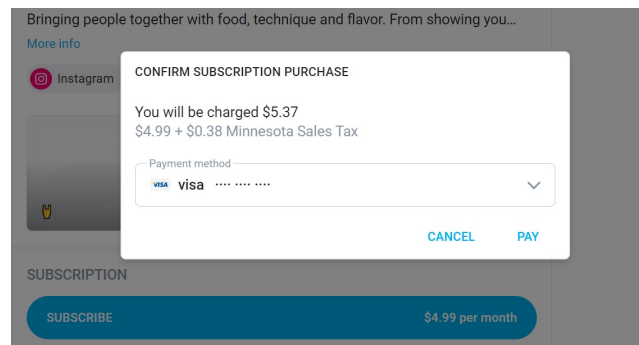
LATEST TRANSACTIONS

No Payments done yet.

72. When a consumer navigates to an OnlyFans Creator Content, e.g., Grandmasterchefjojo, the following screen is presented:



1 73. By selecting “SUBSCRIBE,” the OnlyFans consumer is advised of certain “benefits”
 2 and that they can cancel the OnlyFans Subscription “at any time” but the OnlyFans Subscription
 3 automatic renewal offer terms, a description of the cancellation policy, and an explanation of how to
 4 cancel the OnlyFans Subscription is absent from the screen and remains undisclosed. After selecting
 5 “SUBSCRIBE,” as shown below, a webpage window appears containing the consumer’s Billing
 6 Information and giving the customer a prompt to “PAY” for the OnlyFans Creator Content (the “PAY
 7 Window”). Defendants’ PAY Window is the point at which Defendants requests the consumer’s consent
 8 to the automatically renewing OnlyFans Subscription and where the Defendants must provide the
 9 OnlyFans Subscription offer terms in a clear and conspicuous manner and in visual proximity to the
 10 “PAY” button pursuant to the ARL. As shown below, the OnlyFans Subscription offer terms are
 11 nowhere to be found.



19 74. After selecting “PAY,” the OnlyFans consumer is returned to the creator’s profile page,
 20 where a box in the middle of the screen notes that the user is “SUBSCRIBED” in bold blue font. Even
 21 after completing the initial transaction, any type of notice that the consumer’s purchase will
 22 automatically renew is absent from the creator’s home screen.⁵⁸ What’s more, other than appearing in
 23 an obfuscated and hidden manner at the OnlyFans sign-up page, the OnlyFans Platform Terms of Service
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26 ⁵⁸ Upon information and belief, some content creators may have the word “Renews” along with the date
 27 of renewal in small, lower-case, light-gray font. Even if this is the case, Defendants’ notice here is
 28 equally violative because it only occurs until *after the initial transaction has been completed*, Cal. Bus.
 & Prof. Code § 17602(f), and fails to fully disclose and describe the complete OnlyFans Subscription
 offer terms, cancellation policy, and how to cancel as is required under ARL sections 17602(a)(1), (3).

1 appear nowhere throughout the OnlyFans Subscription process. The OnlyFans Subscription offer terms
2 never appear in a clear and conspicuous manner to the request to purchase the OnlyFans Subscription—
3 *i.e.*, the PAY Window. Additionally, because there are several different webpages between the OnlyFans
4 account activation page and the PAY Window, the point at which Defendants seeks consumer consent
5 to purchase an OnlyFans Subscription, to the extent that the OnlyFans Platform Terms of Service contain
6 the OnlyFans Subscription offer terms those terms are not presented within “visual proximity” to the
7 request for purchase of OnlyFans Subscriptions in further violation of the ARL.

8 **IV. The OnlyFans Subscription Cancellation Process.**

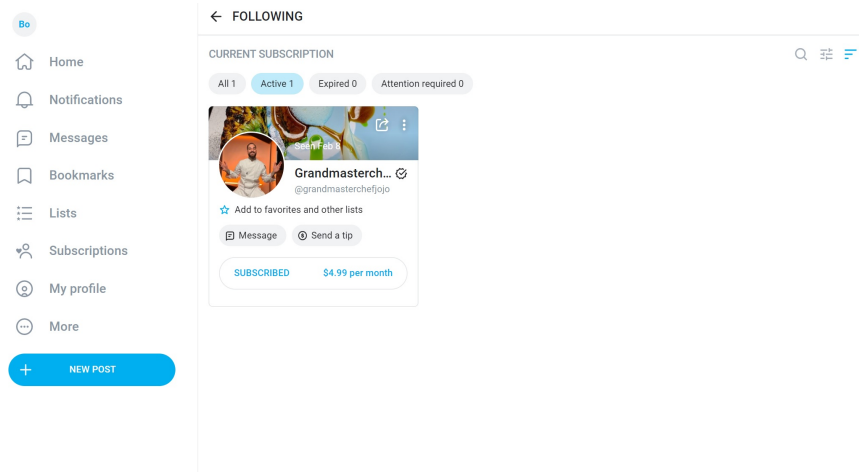
9 75. Under AB 390, the ARL now requires e-commerce sellers, doing business in California,
10 to provide an immediately available and “exclusively online” cancellation mechanism either in the form
11 of a “prominently located” button or link on the consumers account or profile, or an “immediately
12 accessible” pre-written termination email provided by the business. Cal. Bus. & Prof. Code §§
13 17602(d)(1)(A)–(B). The legislative history confirms that AB 390 was intended to require a one-step
14 online method of subscription cancellation to eliminate the use of online chat boxes “or the filling out
15 of surveys as a prerequisite to effectuate a cancellation.”⁵⁹

16 76. The OnlyFans Subscription cancellation process, which does not include an immediately
17 accessible pre-written termination email, fails to satisfy that basic statutory requirement. In order to
18 cancel an OnlyFans Subscription, consumers must engage in a counterintuitive, confusing, and multistep
19 process, that includes the use of a survey, in violation of ARL section 17602(d), before they are able to
20 effectuate cancellation.

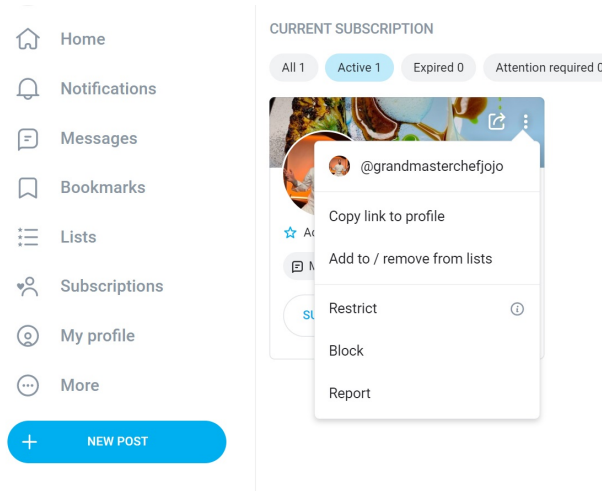
21 77. When a consumer navigates to their account page there is a menu on the left-hand side
22 with clickable buttons for the “Home” screen, “Notifications,” “Messages,” “Lists,” “Subscriptions,”
23 “My Profile,” “More,” and for a “NEW POST.” A “prominently located” cancellation button or link is
24 absent from this left-hand side menu screen. By selecting the “Subscriptions” button, consumers can
25 navigate to a “CURRENT SUBSCRIPTION” screen on which the list of the consumer’s subscriptions
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28 ⁵⁹ *Supra* note 55.

1 can be seen. While within the “Active” subscription menu, an OnlyFans creator webpage tile displays
 2 all active OnlyFans Subscriptions. As shown below, nowhere is a “prominently located” cancellation
 3 button or link of any kind displayed.



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 12 78. Further, as shown below, the inconspicuous vertical ellipsis menu located at the top right
 13 corner of the OnlyFans Creator webpage tile—a location that particularly attentive consumers may
 14 intuitively look for such a cancellation mechanism—does not contain a “prominently located”
 15 cancellation link or button of any kind.



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 25 79. Rather, in order to begin the process of cancelling an OnlyFans Subscription, consumers
 26 must, counterintuitively and confusingly, select the “SUBSCRIBED” button displayed at the bottom of
 27 the OnlyFans creator webpage tile. And even when consumers select the “SUBSCRIBED” button they
 28 must complete a survey before they can cancel or “UNSUBSCRIBE.”

1 80. Nowhere within consumers’ account page, or within the OnlyFans “Home” page, is there
 2 a “prominently located direct link or button” to cancel OnlyFans Subscriptions in plain violation of AB
 3 390. Cal. Bus. & Prof. Code § 17602(d)(1)(A) (“The business shall provide a method of termination that
 4 is online in the form of . . . A prominently located direct link or button . . .”). Additionally, Defendants
 5 do not provide an “immediately accessible” pre-written cancellation email as is permitted under AB
 6 390. *Id.* § 17602(d)(1)(B). Rather, the OnlyFans Subscription cancellation process is a classic example
 7 of another dark patterned known as “obstruction”⁶⁰ wherein Defendants make the OnlyFans
 8 Subscription process needlessly confusing and counterintuitive.

9 **V. Defendants Unlawfully Charge OnlyFans Consumers’ Billing Information in Violation of**
 10 **the ARL.**

11 81. At all relevant times, Defendants failed to comply with the ARL by charging Plaintiffs’,
 12 and the Class’s, Billing Information because the Plaintiffs and the Class: (i) were not presented the
 13 OnlyFans Subscription offer terms in a clear and conspicuous manner and in visual proximity to the
 14 request for consent to the offer before the purchase is fulfilled, in violation of ARL section 17602(a)(1);
 15 (ii) were charged for OnlyFans Subscription fees without first giving their affirmative consent to
 16 Defendants, in violation of ARL section 17602(a)(2); and (iii) were not provided an acknowledgement
 17 that includes the continuous service offer terms, cancellation policy, and information explaining how
 18 consumers can cancel the OnlyFans Subscription in a manner that is capable of being retained by the
 19 consumer, in direct violation of ARL section 17602(a)(3). Furthermore, Plaintiffs and the Class were
 20 not given a one-step “prominently located” cancellation button or link on their OnlyFans account or
 21 profile page nor were they provided with an “immediately accessible” cancellation email, in violation

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 25 ⁶⁰ “Obstruction” is the dark pattern of making cancellation confusing or otherwise making cancellation
 26 more difficult than the sign-up process. *The Dark Side of UX Design*, UXP² DARK PATTERNS,
 27 <https://darkpatterns.uxp2.com/> (last accessed Feb. 14, 2023); *see also* Sidney Fussell, *The Endless,*
 28 *Invisible Persuasion Tactics of the Internet*, THE ATLANTIC (Aug. 2, 2019),
<https://www.theatlantic.com/technology/archive/2019/08/how-dark-patterns-online-manipulate-shoppers/595360/> (“The cancellation process is often far more complicated than registration, a dark pattern called obstruction.”).

1 of ARL section 17602(d)(1)(A)–(B), resulting in additional unwanted and unauthorized charges of their
2 Billing Information by Defendants.

3 **i. Defendants charge consumers’ Billing Information when OnlyFans consumers are not**
4 **given the OnlyFans Subscription offer terms “clearly and conspicuously” and in “visual**
5 **proximity” to the request for consent before the purchase of an OnlyFans Subscription.**

6 82. The relevant portion of the PAY Window does not present the “automatic renewal offer
7 terms,” as defined by ARL section 17601(b), in violation of ARL section 17602(a)(1). Nowhere on the
8 PAY Window are OnlyFans consumers notified, in a clear and conspicuous manner, that the OnlyFans
9 Subscription will “continue until [they] cancel[.],” that recurring charges will automatically be charged
10 to the consumer’s Billing Information each billing cycle, of “[t]he length of the automatic renewal
11 terms” nor are they given a “description of the cancellation policy that applies to the offer,” *see* Cal.
12 Bus. & Prof. Code §§ 17601(b)(1)–(4), in violation of ARL section 17602(a)(1). Simply, Defendants’
13 OnlyFans Subscription offers terms do not appear at all on the PAY Window in the manner prescribed
14 under the ARL.

15 83. Although the OnlyFans sign-up page includes a link to the OnlyFans Platform Terms of
16 Service, that hyperlink does not satisfy the ARL’s mandate. The ARL requires that the pre-purchase
17 disclosures be made “*before* the subscription or purchase agreement is fulfilled, and in visual proximity
18 . . . to the request for consent to the offer[.]” Cal. Bus. & Prof. Code § 17602(a)(1) (emphasis supplied);
19 *see also id.* § 17602(f) (“The requirements of the [ARL section 17602(a)(1)] . . . apply only *prior* to the
20 completion of the initial order for the automatic renewal or continuous service[.]”) (emphasis supplied).
21 In the context of a vertical online offer, as is Defendants’ PAY Window, the required pre-purchase
22 disclosures must be presented *above* the request for consent to the automatic renewal offer terms, *i.e.*,
23 *before* the “PAY” button and on the PAY Window, as reasonable consumers would believe and expect
24 that all material terms and noteworthy information would appear on the PAY Window before, or in this
25 case *above*, that button which finalizes the transaction. But all of Defendants’ OnlyFans Subscription
26 offer terms are absent from the PAY Window. Moreover, the placement of the tiny text of the OnlyFans
27 Platform Terms of Service hyperlink, which is buried between distracting images, is quintessential fine
28 print and does not satisfy the statute. *See Turnier v. Bed Bath & Beyond Inc.*, 517 F.Supp.3d 1132, 1140
n. 6 (S.D. Cal. 2021) (noting that the practice of including “autorenewal terms in fine print” was “the

1 practice that led to [the] ARL”). It is insufficient under the ARL that Defendants’ OnlyFans Subscription
2 offer terms appear elsewhere on the OnlyFans Platform, via an inconspicuous hyperlink to the OnlyFans
3 Platform Terms of Service, which is located at the sign-up page and is at least six distinct webpages
4 from the PAY Window, and not on the PAY Window itself—the point at which Defendants request
5 consumer consent to the automatically renewing OnlyFans Subscription. *See id.* at 1140 (“But the
6 [automatic renewal] terms themselves—not the access point to them—need to be in visual proximity to
7 the request.”).

8 84. Moreover, although the background of the PAY Window, in the example provided
9 above, states “SUBSCRIBE \$4.99 per month,” that darkened background statement is not clear and
10 conspicuous under the ARL. Further, that lone, inconspicuous statement does not satisfy the ARL’s pre-
11 purchase disclosure requirements. First, that statement does not provide that the consumer’s Billing
12 Information will in fact be automatically charged until the consumer cancels nor do Defendants describe
13 their cancellation policy and how to cancel as is required under the ARL. Cal. Bus. & Prof. Code §§
14 17601(b)(1), (2), (3); 17602(a)(1). Second, the precise date of when consumers’ Billing Information will
15 be charged is not provided as is required under the ARL. *Id.* §§ 17601(b)(4); 17602(a)(1). For example,
16 it is not clear whether “\$4.99 per month” refers to the precise calendar date of the consumer’s initial
17 enrollment, in which case the OnlyFans Subscription would renew every 28-31 days depending on the
18 given month, or refers to four-week intervals, in which case the OnlyFans Subscription would renew
19 every 28 days without regard to the calendar date. This information is necessary for consumers to
20 successfully affect cancellation. As noted above, Defendants do not clearly and conspicuously disclose
21 their cancellation policy or when consumers must cancel their OnlyFans Subscription to avoid charges
22 for the following month, in violation of *id.* §§ 17601(b)(2); 17602(a)(1), of which may be tied to the
23 precise renewal date. Accordingly, reasonable consumers would want to know, and must know,
24 Defendants’ precise length of automatic renewal term and reasonable consumers would thus find
25 Defendants’ stated length unclear especially when OnlyFans consumers must affirmatively cancel their
26 OnlyFans Subscription to avoid further charges to their Billing Information. For example, if consumers
27 are not on notice of the precise date at which their OnlyFans Subscription will renew and exactly when
28 their Billing Information will be charged each month, they cannot, as a practical matter, affect

1 cancellation before that date. As such, Defendants fail to disclose “[t]he length of the automatic renewal
2 term” in the manner required by the ARL. Cal. Bus. & Prof. Code §§ 17601(b)(4); 17602(a)(1).

3 85. Before Defendants charge consumers’ Billing Information for OnlyFans Subscriptions
4 the OnlyFans Subscription offer terms must be presented clearly and conspicuously, and in visual
5 proximity, to the offer of consent. Because the OnlyFans Subscription offer terms are not presented in
6 a satisfactory manner under the statute, Defendants’ charging of consumers’ Billing Information violates
7 ARL section 17602(a)(1).

8 **ii. Defendants charge consumers’ Billing Information without the affirmative consent of**
9 **OnlyFans consumers.**

10 86. The ARL itself provides a checklist e-commerce sellers, such as Defendants, must follow
11 in order to obtain consumer consent, *id.* § 17602(a)(1), that if violated results in the return of charges
12 for failure to obtain affirmative consumer consent to the automatic renewal. *Id.* § 17603. As alleged
13 herein, Defendants have failed to follow the ARL’s mandatory checklist and has thus failed to obtain
14 consumers’ affirmative consent to the automatically renewing OnlyFans Subscription before charging
15 their Billing Information in violation of ARL section 17602(a)(2).

16 87. Further, at no point during the enrollment or checkout process do OnlyFans consumers
17 give their affirmative consent to the OnlyFans Subscription offer terms. Throughout the entire OnlyFans
18 account creation process and the OnlyFans Subscription PAY Window, OnlyFans consumers are never
19 required to read or affirmatively agree to the OnlyFans Platform Terms of Service associated with the
20 OnlyFans Subscription, *i.e.*, by requiring consumers to select or click a “checkbox” affirming their
21 consent to the OnlyFans Terms of Service or to the OnlyFans Subscription automatic renewal offer
22 terms to complete the enrollment into an OnlyFans Subscription. As such, Defendants charge consumer
23 Billing Information without first obtaining consumers’ affirmative consent to the agreement containing
24 the automatic renewal in violation of ARL section 17602(a)(2).

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1 **iii. Defendants charge consumers’ Billing Information when OnlyFans consumers are not**
2 **provided with a post-purchase acknowledgment that includes clear and conspicuous**
3 **disclosures of OnlyFans Subscription offer terms, cancellation policy, and how**
4 **consumers can cancel their OnlyFans Subscription.**

5 88. After enrolling into an OnlyFans Subscription, consumers receive an email confirming
6 the purchase (the “Confirmation Email”). This Confirmation Email does not 1) provide that the
7 OnlyFans Subscription will continue unless and until it is cancelled, 2) describe the cancellation policy
8 and how to cancel the OnlyFans Subscription, 3) explain that recurring charges will be charged to the
9 consumer’s Billing Information as part of the OnlyFans Subscription, or 4) the length of the OnlyFans
10 Subscription as required by the ARL. Cal. Bus. & Prof. Code §§ 17601(b)(1)–(4); 17602(a)(3).
11 Accordingly, the Confirmation Email fails to “include[] the automatic renewal offer terms . . . ,
12 cancellation policy, and information regarding how to cancel in a manner that is capable of being
13 retained by the consumer” in violation of ARL section 17602(a)(3).

14 **iv. Defendants charge consumers’ Billing Information when OnlyFans consumers are not**
15 **provided with a one-step cancellation mechanism as is required by the ARL.**

16 89. Nowhere within consumers’ account page, or within the OnlyFans “Home” page, is there
17 a “prominently located direct link or button” to cancel OnlyFans Subscriptions in plain violation of AB
18 390. Cal. Bus. & Prof. Code § 17602(d)(1)(A) (“The business shall provide a method of termination that
19 is online in the form of . . . A prominently located direct link or button . . .”). Rather, consumers must
20 counterintuitively select the “SUBSCRIBED” button on the OnlyFans creator webpage tile.
21 Furthermore, even if they make it to the “UNSUBSCRIBE” button, consumers must answer survey
22 questions before the cancellation. Finally, Defendants do not provide consumers with an immediately
23 accessible pre-written termination email. *See id.* § 17602(d)(1)(B).

24 90. As alleged below, Plaintiffs, as with the Class, tried but failed to affect cancellation
25 because of Defendants’ counterintuitive, confusing, and unlawful cancellation procedure. As a result,
26 OnlyFans consumers, as with Plaintiffs and the Class, have been, and are, billed for additional, but
27 unwanted, monthly charges by Defendants because consumers were unable to successfully cancel their
28 OnlyFans Subscriptions, or were otherwise unaware that their attempted cancellation failed, before
incurring unauthorized charges to their Billing Information. And despite Defendant Fenix Internet’s
knowledge, as the wholly own and entirely controlled subsidiary of Fenix International, that the

1 cancellation process is noncompliant with the ARL’s mandate, it nevertheless continues to deny refunds
2 to OnlyFans consumers, and Plaintiffs. Thus, Plaintiffs and the Class were charged money by
3 Defendants that Plaintiffs and the Class would not have incurred had the OnlyFans Subscription
4 cancellation process complied with ARL section 17602(d)(1)(A)–(B).

5 91. In sum, the OnlyFans Subscription pre-purchase and post-purchase disclosures fail to
6 comply with the ARL. Nowhere in the foregoing enrollment process are OnlyFans consumers presented
7 with the terms of the OnlyFans Subscription in a clear and conspicuous manner and in visual proximity
8 to the offer before the purchase is completed in violation of ARL section 17602(a)(1). Consumers do
9 not give their affirmative consent to Defendants to charge their Billing Information for the OnlyFans
10 Subscriptions in violation of ARL section 17602(a)(2). The Confirmation Email does not provide the
11 OnlyFans Subscription offer terms, cancellation policy, and information regarding cancellation policies
12 in a manner that is capable of being retained by the consumer, in direct violation of ARL section
13 17602(a)(3). And OnlyFans consumers are not given a one-step “prominently located” cancellation
14 button or link on their account or profile page nor are they given an “immediately accessible”
15 cancellation email in violation of ARL section 17602(d)(1)(A)–(B).

16 92. At all relevant times, Defendant Fenix Internet was, and remains, a wholly owned
17 subsidiary of and is entirely controlled by Fenix International and Leonid Radvinsky, who is the majority
18 owner and director of Fenix International, and is himself a United States resident,⁶¹ from Defendant
19 Fenix Internet’s United States offices. And, as such, Defendant Fenix Internet cannot feign ignorance
20 of its unlawful charges of consumers’ Billing Information. Because Defendant Fenix Internet collects,
21 possesses, and charges consumer Billing Information, Defendant Fenix Internet is an entity making the
22 OnlyFans Subscription offer and is thus responsible for ARL compliance. As the agent of Defendant
23 Fenix International and Leonid Radvinsky, Defendant Fenix Internet can be held independently liable
24 for its unlawful charging of consumers’ Billing Information in violation of the ARL. *See Peredia*, 25
25 Cal.App.5th at 692 (“ . . . an agent is liable for his or her own torts, whether the principal is liable or not,

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28 ⁶¹ Fenix Annual Report, *supra* note 1 at 27 (noting that FIL own 100% of Fenix shares).

1 and in spite of the fact that the agent acted in accordance with the principal’s directions.”) (citation
2 omitted). Alternatively, both Defendants are jointly and severally liable for such conduct.

3 93. By and through these actions, Defendants have charged Plaintiffs’ and the Class’s Billing
4 Information in direct violation of the ARL under Cal. Bus & Prof. Code §§ 17602(a)(1)–(3); (d)(1)(A)–
5 (B). Had Plaintiffs known about Defendants’ conduct, which violated the ARL, in advance, they would
6 not have parted with their money in the amounts they did but instead would have taken steps to protect
7 their rights and avoid unlawful transactions, resulting in out-of-pocket loss. As a result, pursuant to ARL
8 section 17603, all goods, wares, merchandise and/or products sent to Plaintiffs and the Class in violation
9 of the statute are considered unconditional gifts for which Defendants unlawfully charged their Billing
10 Information, Plaintiffs and the Class are entitled to restitution.

11 94. Defendants’ violations of the ARL systematically occur every time a prospective
12 consumer creates an account and subscribes to the OnlyFans Subscription. Every OnlyFans consumer
13 receives the exact same legally inadequate disclosures on the front and back end of their transaction.

14 **VI. Any Forum Selection and Choice of Law Provisions Found in the OnlyFans Platform**
15 **Terms of Service are Unconscionable and Unenforceable.**

16 95. As alleged above and below, the forum selection and choice of law provisions, to the
17 extent that Defendant Fenix Internet can enforce either, since Defendant Fenix Internet is not a party to
18 the OnlyFans Platform Terms of Service and they are otherwise unenforceable for lack of Plaintiffs’
19 consent and notice, are also unconscionable because those terms are tantamount to Plaintiffs’ and
20 Californian consumers’ waiving the fundamental protections afforded to them under the ARL, UCL,
21 and CLRA.

22 96. When disputes between Defendants and California consumers arise, rather than create a
23 fair and balance procedural system, the OnlyFans Platform Terms of Service incorporate a forum
24 selection clause and choice of law provision, which require Californian consumers to litigate their claims
25 in a court located in the United Kingdom (England or Wales) and under English law and purport to
26 require Californian consumers to waive laws (the ARL, UCL, and CLRA) which are fundamental
27 policies of this State that cannot be waived by contract. Both the forum selection clause and choice of
28 law provision are intended to distort the process and create a system in which California consumers, like

1 Plaintiffs and the Class, are completely hamstrung and frustrated in their ability to enforce their
2 consumer protection rights under the ARL, UCL, CLRA, and other applicable laws and obtain relief
3 against the far more powerful Defendants on an equal playing field. The OnlyFans Platform Terms of
4 Service, through the forum selection and choice of law clauses, attempt to insulate Defendants from
5 being held responsible in California courts and under California law for their unlawful charging of
6 Plaintiffs', and the Class's, Billing Information in violation of the ARL by prohibiting California
7 consumers, like Plaintiffs and the Class, from bringing a lawsuit, collective or otherwise, in California
8 courts under California law to obtain restitution for Defendants' unlawful usurpation of consumers'
9 money. The forum selection clause and choice of law provisions were intended to serve as a procedural
10 barrier and deterrent for Plaintiffs, as with all California consumers, to assert ARL, UCL, and CLRA
11 claims in Californian court, if at all, by requiring them to litigate their claims in a foreign court, with
12 foreign counsel, and under foreign law. This intent is laid bare because European consumers (*e.g.*, those
13 from Italy, Spain, France, or Greece) are under no such restriction as they can seek protection from
14 Defendants' predatory conduct in their home country and under the laws of their home country.

15 97. The ARL, UCL, and CLRA are fundamental policies of the State of California that
16 cannot be waived by contract, but that is exactly what the forum selection and choice of law clauses
17 force Plaintiffs, the Class, and all Californian consumers to do. Additionally, claims seeking public
18 injunctive relief cannot be waived by contract which, again, the forum selection and choice of law
19 clauses force California consumers to do. The unconscionable forum selection clause and choice of law
20 provision are aimed to: 1) frustrate Californian consumers' ability to seek relief for Defendants'
21 violation of California law, 2) insulate the Defendants from being held responsible for their violation of
22 California law, and 3) prevent any attempt by California consumers to enjoin ongoing unlawful conduct
23 that violates California law for the benefit of the general public of California.

24 98. As alleged below, Plaintiffs, as with the Class, were not provided with the ARL's
25 required pre- and post-purchase disclosures and information for the OnlyFans Subscription, did not give
26 their affirmative consent to the automatically renewing OnlyFans Subscription, and tried but failed to
27 affect the cancellation of their OnlyFans Subscriptions because they were not provided a "prominently
28 located" one-step cancellation button or an "immediately accessible" cancellation email. Defendants

1 simply failed to abide to the ARL’s central requirements. Nevertheless, Defendants, through Fenix
2 Internet, charged Plaintiffs’ and the Class’s Billing Information in direct violation of the ARL.

3 99. Plaintiffs and the Class have not waived, and cannot waive, the protections afforded to
4 them under the ARL, UCL, CLRA, and Plaintiffs’ right to seek public injunctive relief for Defendants’
5 unlawful conduct and for Defendant Fenix Internet’s unlawful charging of their Billing Information.
6 The ARL, UCL, CLRA, and right to seek public injunctive relief are fundamental policies of the State
7 of California that cannot be waived by contract. Pursuant to the aforementioned statutes, Defendants’
8 conduct is not to be judged in a foreign court and under foreign law, but in California courts and under
9 California law. And, as such, the forum selection and choice of law provisions within the OnlyFans
10 Platform Terms of Service, to the extend Defendant Fenix Internet, as a non-party and without Plaintiffs’
11 consent or notice, is capable of enforcing either, are procedurally and substantively unconscionable and
12 are independently unenforceable on that basis.

13 **PLAINTIFFS’ INDIVIDUAL ALLEGATIONS**

14 **A. Plaintiff John Doe 1.**

15 100. John Doe 1 is an individual consumer who signed up for an OnlyFans account and
16 purchased OnlyFans Creator Content from the OnlyFans Platform while in California in or around
17 spring 2022. However, as discussed below, John Doe 1 did not actually learn that his purchase of
18 OnlyFans Creator Content was an automatic renewal until after his initial purchase.

19 101. John Doe 1 subscribed to follow OnlyFans Creator 1 on or around March 5, 2022 for an
20 initial fee of \$3.89, exclusive of any applicable taxes. Before John Doe 1 activated his OnlyFans account
21 and made his initial purchase of OnlyFans Creator 1 content, products, and/or services, Defendants
22 failed to disclose to John Doe 1 all required automatic renewal offer terms associated with the OnlyFans
23 Subscription. Additionally, Defendants never disclosed the terms of their OnlyFans Subscription when
24 John Doe 1 provided his Billing Information, when John Doe 1 selected to follow OnlyFans Creator 1,
25 or when he consummated his initial purchase of OnlyFans Creator 1’s content, products, and/or services.
26 Finally, John Doe 1 did not see, nor did he affirmatively agree to the OnlyFans Platform Terms of
27 Service.

1 102. Pursuant to ARL section 17602(a)(1), Defendants were required to present the terms of
2 their OnlyFans Subscriptions 1) clearly and conspicuously, and 2) within visual proximity of John Doe
3 1's initial purchase. Defendants failed on both. As shown above, the offer terms of Defendants'
4 OnlyFans Subscription are nowhere to be found on the OnlyFans Platform sign-up page nor do they
5 appear anywhere throughout the OnlyFans Subscription enrollment process or on the PAY Window.
6 Additionally, John Doe 1 was never required to affirmatively agree to either the OnlyFans Platform
7 Terms of Service or the OnlyFans Subscription offer terms by, for example, by requiring him to select
8 or click a "checkbox" affirming his consent to either.

9 103. Regardless of the consumers' experience with onlyfans.com, it is Defendants' burden to
10 put John Doe 1, and all consumers, on notice of the OnlyFans Subscription offer terms in the manner
11 prescribed by the ARL but Defendants failed. As such, throughout John Doe 1's entire OnlyFans account
12 creation and activation, and purchase of an OnlyFans Subscription Defendants did not have John Doe
13 1's affirmative consent to an agreement containing the automatic renewal offer terms associated with
14 the OnlyFans Subscription in violation of ARL section 17602(a)(2).

15 104. After John Doe 1 completed his initial order, he received a Confirmation Email.
16 However, his Confirmation Email failed to provide him with the complete terms of the automatic
17 renewal offer that applied to Defendants' OnlyFans Subscription (including the mere fact that John Doe
18 1's purchases would automatically renew every month unless and until he chose to cancel), a description
19 of Defendants' cancellation policy, and information regarding how John Doe 1 could cancel his
20 OnlyFans Subscription in a manner capable of being retained by him as required under the ARL. Cal.
21 Bus. & Prof. Code § 17602(a)(3).

22 105. As a result of Defendants missing and otherwise deficient disclosures, when John Doe 1
23 made his initial purchase of OnlyFans Creator 1 content, products, and/or services in or around March
24 5, 2022, he was entirely unaware that Defendants enrolled him in an "automatic renewal" program under
25 which the subscription would renew each month resulting in automatic charges to his Billing
26 Information unless and until he cancelled.

27 106. Nevertheless, Defendant Fenix Internet charged John Doe 1's Billing Information for
28 OnlyFans Creator 1 for approximately four months, including his initial purchase, at \$3.89 per month,

1 exclusive of any applicable taxes, without John Doe 1's knowledge or affirmative consent to the
2 automatic renewal. Because Defendants' automatically renewed John Doe 1's OnlyFans Subscription
3 to OnlyFans Creator 1, Defendant Fenix Internet charged his Billing Information approximately \$15.56
4 in total, including his initial purchase and exclusive of any applicable taxes. John Doe 1 did not
5 understand that his initial OnlyFans purchase would become an "automatic renewal" for which he would
6 incur recurring charges on an ongoing, monthly basis.

7 107. Yet, thereafter, Defendants continued to automatically renew John Doe 1's OnlyFans
8 purchase at the same rate listed for OnlyFans Creator 1 for three months, for a total of three unauthorized
9 charges to John Doe 1's Billing Information without his knowledge and affirmative consent. From April
10 through July 2022, Defendant Fenix Internet charged John Doe 1's Billing Information \$3.89, exclusive
11 of any applicable taxes.

12 108. The monthly fees that Defendant Fenix Internet charged to John Doe 1's Billing
13 Information in connection with his OnlyFans purchase came as a complete surprise to John Doe 1
14 because, up until the time he discovered the charges, John Doe 1 had believed his OnlyFans purchase
15 was a single transaction that would not automatically renew. As a result, John Doe 1 did not expect to
16 incur any charges in connection with his purchase of OnlyFans Creator 1 beyond his first, initial
17 transaction. In sum, John Doe 1 did not know and did not expect that his initial purchase of OnlyFans
18 Creator 1 would automatically convert into an automatic renewal in which his Billing Information would
19 continue to be charged on a recurring monthly basis because Defendants failed to provide the pre-
20 purchase disclosures required by the ARL.

21 109. Once John Doe 1 learned that his initial OnlyFans purchase did, in fact, automatically
22 renew and would continue to do so without his intervention, John Doe 1 had no idea how to cancel his
23 OnlyFans Subscriptions but did not expect it to be a difficult process. John Doe 1, however, struggled
24 to cancel the OnlyFans Subscription because Defendants failed to provide John Doe 1 with the post-
25 purchase acknowledgement. Furthermore, as shown above, Defendants never provided a pre-written
26 "immediately accessible" termination email or, most egregiously, did not provide a "prominently
27 located" cancellation button or link anywhere on John Doe 1's "Home" page or account page as required
28 by the ARL. Cal. Bus. & Prof. Code §§ 17602(d)(1)(A)–(B). As such, when John Doe 1 first attempted

1 to cancel, he contacted OnlyFans Creator 1 to no avail. Had Defendants complied with ARL section
2 17602(d)(1)(A)–(B), John Doe 1 would have cancelled his subscription to OnlyFans Creator 1 before
3 being charged, at minimum, an additional monthly fee of \$3.89, exclusive of any applicable taxes.
4 Eventually, John Doe 1 did cancel his OnlyFans Subscription, but he was never provided with a refund
5 for any of Defendant Fenix Internet’s unauthorized charges.

6 110. Had John Doe 1 received clear and conspicuous disclosures in visual proximity to
7 Defendants’ request for purchase, as required under the ARL, at the time he made his initial purchase
8 of OnlyFans Creator 1 content, products, and/or services John Doe 1 would not have consented to his
9 initial purchase to follow OnlyFans Creator 1. In other words, John Doe 1 would not have made his
10 purchase of OnlyFans Creator 1 had he known that his purchase was, in fact, an automatic renewal
11 agreement. Furthermore, had Defendants provided John Doe 1 with the post-purchase acknowledgment
12 and complied with the ARL’s statutorily mandated cancellation mechanisms, John Doe 1 would have
13 cancelled his automatic renewal to OnlyFans Creator 1 earlier than he did which caused John Doe 1 to
14 be charged with, at minimum, an additional, and unwanted, monthly fee of \$3.89, exclusive of any
15 applicable taxes, associated with OnlyFans Creator 1.

16 111. As a result of the forgoing conduct of Defendants, Plaintiff John Doe 1 was injured and
17 incurred out-of-pocket loss of \$15.56 in total, and at minimum of \$3.89, exclusive of any applicable
18 taxes, for which he now seeks relief.

19 112. Apart from any individual and class relief, Plaintiff John Doe 1 seeks public injunctive
20 relief on behalf of the general public in California. Members of the general public of California, who
21 have not transacted with OnlyFans, but are likely to in the future, given the website’s growth, should be
22 protected from Defendants’ current and ongoing violations of the ARL and other laws described herein,
23 for which injunctive relief is necessary and appropriate to correct at this time for their protection. Such
24 relief will create a public benefit.

25 **B. Plaintiff John Doe 2.**

26 113. Plaintiff John Doe 2 was subject to this same pattern of violation of the ARL when he
27 subscribed to follow the account of OnlyFans Creator 2. On or around December 8, 2022, John Doe 2
28 made an initial purchase of \$12.99 to OnlyFans Creator 2 content, products, and/or services. As with

1 John Doe 1, before John Doe 2 activated his OnlyFans account and made his initial purchase of
2 OnlyFans Creator 2 content, products, and/or services, Defendants failed to disclose to John Doe 2 all
3 required automatic renewal offer terms associated with the OnlyFans Subscription. Additionally,
4 Defendants never disclosed the terms of their OnlyFans Subscription when John Doe 2 provided his
5 Billing Information, when John Doe 2 selected to follow OnlyFans Creator 2, or when he consummated
6 his initial purchase of OnlyFans Creator 2's content, products, and/or services. Finally, John Doe 2 did
7 not see, nor did he affirmatively agree to the OnlyFans Platform Terms of Service.

8 114. Pursuant to ARL section 17602(a)(1), Defendants were required to present the terms of
9 their OnlyFans Subscriptions 1) clearly and conspicuously, and 2) within visual proximity of John Doe
10 2's initial purchase. Defendants failed on both. As shown above, the offer terms of Defendants'
11 OnlyFans Subscription are nowhere to be found on the OnlyFans Platform sign-up page nor do they
12 appear anywhere throughout the OnlyFans Subscription enrollment process or on the PAY Window.
13 Additionally, John Doe 2 was never required to affirmatively agree to either the OnlyFans Platform
14 Terms of Service or the OnlyFans Subscription offer terms by, for example, by requiring him to select
15 or click a "checkbox" affirming his consent to either.

16 115. Regardless of the consumers' experience with onlyfans.com, it is Defendants' burden to
17 put John Doe 2, and all consumers, on notice of the OnlyFans Subscription offer terms in the manner
18 prescribed by the ARL but Defendants failed. As such, throughout John Doe 2's entire OnlyFans account
19 creation and activation, and purchase of an OnlyFans Subscription Defendants did not have John Doe
20 2's affirmative consent to an agreement containing the automatic renewal offer terms associated with
21 the OnlyFans Subscription in violation of ARL section 17602(a)(2).

22 116. After John Doe 2 completed his initial order, he received a Confirmation Email.
23 However, his Confirmation Email failed to provide John Doe 2 with the complete terms of the automatic
24 renewal offer that applied to Defendants' OnlyFans Subscription (including the mere fact that John Doe
25 2's purchase would automatically renew every month unless and until he chose to cancel), a description
26 of Defendants' cancellation policy, and information regarding how John Doe 2 could cancel his
27 OnlyFans Subscription in a manner capable of being retained by him as required under the ARL. Cal.
28 Bus. & Prof. Code § 17602(a)(3).

1 117. As a result of Defendants missing and otherwise deficient disclosures, when John Doe 2
2 made his initial purchases of OnlyFans Creator 2 content, products, and/or services in or around
3 December 8, 2022, he was entirely unaware that Defendants enrolled him in an “automatic renewal”
4 program under which the subscription would renew each month resulting in automatic charges to his
5 Billing Information unless and until he cancelled.

6 118. Nevertheless, Defendant Fenix Internet charged John Doe 2’s Billing Information for
7 OnlyFans Creator 2 for two months, including his initial purchase, at \$12.99 per month, exclusive of
8 any applicable taxes, without John Doe 2’s knowledge or affirmative consent to the automatic renewal.
9 Because Defendants automatically renewed John Doe 2’s OnlyFans Subscription to OnlyFans Creator
10 2, Defendant Fenix Internet charged his Billing Information approximately \$24.98 in total, including his
11 initial purchase and exclusive of any applicable taxes. John Doe 2 became aware of Defendant Fenix
12 Internet’s unauthorized charging of his Billing Information around Defendant Fenix Internet’s second
13 withdrawal. Prior to that point, John Doe 2 did not understand that his initial OnlyFans purchase would
14 become an “automatic renewal” for which he would incur recurring charges on an ongoing, monthly
15 basis.

16 119. Yet, thereafter, Defendants automatically renewed John Doe 2’s OnlyFans purchase at
17 the same rate listed for OnlyFans Creator 2 for another month, for a total of one unauthorized charge to
18 John Doe 2’s Billing Information without his knowledge and affirmative consent. In or around January
19 8, 2023, Defendant Fenix Internet charged John Doe 2’s Billing Information \$12.99, exclusive of any
20 applicable taxes.

21 120. The monthly fee that Defendant Fenix Internet charged to John Doe 2’s Billing
22 Information in connection with his OnlyFans purchase came as a complete surprise to John Doe 2
23 because, up until the time he discovered the charged, John Doe 2 believed his OnlyFans purchase was a
24 single transaction that would not automatically renew. As a result, John Doe 2 did not expect to incur
25 any charges in connection with his purchase of OnlyFans Creator 2 beyond his first, initial transaction.
26 In sum, John Doe 2 did not know and did not expect that his initial purchase of OnlyFans Creator 2
27 would automatically convert into an automatic renewal in which his Billing Information would continue
28

1 to be charged on a recurring monthly basis because Defendants failed to provide the pre-purchase
2 disclosures required by the ARL.

3 121. Once John Doe 2 learned that his initial OnlyFans purchase of OnlyFans Creator 2 did,
4 in fact, automatically renew and would continue to do so without his intervention, John Doe 2 had no
5 idea how to cancel his OnlyFans Subscription but did not expect it to be a difficult process. John Doe 2,
6 however, struggled to cancel the OnlyFans Subscription because Defendants failed to provide John Doe
7 2 with the post-purchase acknowledgement.

8 122. Furthermore, as shown above, Defendants never provided a pre-written immediately
9 accessible termination email or, most egregiously, did not provide a “prominently located” cancellation
10 button or link anywhere on John Doe 2’s “Home” page or account page as required by the ARL. Cal.
11 Bus. & Prof. Code §§ 17602(d)(1)(A)–(B). As such, when John Doe 2 first attempted to cancel, he
12 contacted OnlyFans Creator 2 to no avail. Following that, John Doe 2 notified his third-party account
13 holder to charge back Defendants’ December 2022 withdrawal and stop Defendants’ January 2023
14 charge of which John Doe 2’s third-party account holder obliged. Almost immediately thereafter,
15 however, Defendants locked John Doe 2’s OnlyFans account. In order to unlock his OnlyFans account,
16 John Doe 2 had to go through great lengths including sending Defendants a photograph of this face and,
17 importantly, pay Defendants at least \$24.98, exclusive of all applicable taxes, for his unwanted
18 subscription to OnlyFans Creator 2. Eventually, John Doe 2 did cancel his OnlyFans Subscription, but
19 he was never provided with a refund for any of Defendant Fenix Internet’s unauthorized charges.

20 123. Had John Doe 2 received clear and conspicuous disclosures in visual proximity to
21 Defendants’ request for purchase, as required under the ARL, at the time he made his initial purchase
22 of OnlyFans Creator 2 content, products, and/or services John Doe 2 would not have consented to that
23 initial purchase. In other words, John Doe 2 would not have made his purchase of OnlyFans Creator 2
24 content, products, and/or services had he known that his purchase was, in fact, an automatic renewal
25 agreement. Furthermore, had Defendants provided John Doe 2 with the post-purchase acknowledgment
26 and complied with the ARL’s statutorily mandated cancellation mechanisms, John Doe 2 would have
27 cancelled his automatic renewal to OnlyFans Creator 2 earlier than he did which caused John Doe 2 to
28

1 be charged with, at minimum, an additional, and unwanted, monthly fee of \$12.99, exclusive of any
2 applicable taxes, associated with OnlyFans Creator 2.

3 124. As a result of the forgoing conduct of Defendants, Plaintiff John Doe 2 was injured and
4 incurred out-of-pocket loss of \$24.98 in total, and at minimum of \$12.99, exclusive of any applicable
5 taxes, for which he now seeks relief.

6 125. Apart from any individual and class relief, Plaintiff John Doe 2, as with Plaintiff John
7 Doe 1, seeks public injunctive relief on behalf of the general public in California. Members of the
8 general public of California, who have not transacted with Defendants, but are likely to in the future
9 given the website's growth, should be protected from Defendants' current and ongoing violations of the
10 ARL and other laws described herein, for which injunctive relief is necessary and appropriate to correct
11 at this time for their protection. Such relief will create a public benefit.

12 **CLASS ALLEGATIONS**

13 126. Plaintiffs' experience with Defendants' deceptive and unlawful OnlyFans Subscription
14 scheme are far from unique. Indeed, every California consumer who subscribed to any OnlyFans Creator
15 Content within the relevant statute of limitations period failed to receive the requisite disclosures prior
16 to their purchase and post-purchase acknowledgments as required by the ARL, Cal. Bus. & Prof. Code
17 §§ 17602(a)(1)–(3), in exactly the same manner that Plaintiffs' failed to receive them. Because all of the
18 automatic renewal fees Defendants assessed against Plaintiffs and California consumers were unlawful,
19 Plaintiffs and all members of the class they seek to represent are entitled to restitution from Defendants,
20 jointly and severally, of the fees they paid, in every successive month for which they were assess.

21 127. **Class Definition:** Plaintiffs bring this action pursuant to Code of Civil Procedure § 382
22 and Civil Code § 1781 on behalf of a class of similarly situated individuals, defined as follows (the
23 "Class"):

24 All individuals in California who subscribed to any OnlyFans Subscription in the
25 applicable statute of limitations preceding the filing of this complaint, and who
26 were subsequently assessed an automatic renewal fee associated with those
27 accounts. And all individuals in California whose Billing Information was
28 unlawfully charged as a result of Defendants' noncompliant OnlyFans
Subscription cancellation mechanism.

1 128. Excluded from the Class are Defendants and any entities in which Defendants have
2 controlling interest, Defendants’ officers, employees, and agents, and the judicial officers and staff.

3 129. Plaintiffs reserve the right to amend the definition of the Class if discovery or further
4 investigation reveals that the Class should be expanded or otherwise modified.

5 130. **Numerosity:** Members of the Class are so numerous that their individual joinder herein
6 is impracticable. On information and belief, the Class comprises at least tens of thousands of Californian
7 consumers.⁶² The precise number of the Class members and their identities are unknown to Plaintiffs at
8 this time but may be determined through discovery. Class members may be notified of the pendency of
9 this action by email and/or publication through the distribution and billing records of Defendants.
10 Defendants possess and/or have access to each class members’ email address and/or other contact
11 information.

12 131. **Commonality and Predominance:** Common questions of law and fact exist as to all
13 Class members and predominate over questions affecting only individual Class members. Common legal
14 and factual questions include, but are not limited to: (1) whether Defendants presented all statutorily-
15 required automatic renewal offer terms in a manner that is clear and conspicuous within the meaning of
16 the ARL and in visual proximity to a request for consent to the offer; (2) whether Defendants provided
17 the post-transaction acknowledgment disclosures required by section 17602(a)(3) of the ARL; (3)
18 Defendants’ policies, practices and procedures for obtaining affirmative consent from their California
19 consumers before charging their credit or debit card; (4) whether Defendants provided a one-step online
20 cancellation method under section 17602(d)(1)(A)–(B); and (5) the appropriate remedies for
21 Defendants’ unlawful conduct.

22 132. **Typicality:** Plaintiffs’ claims are typical of the claims of the class members in that they
23 registered for OnlyFans using a common online process, received the exact same inadequate pre-
24 transaction disclosures as received by all members of the class, and similarly received an inadequate
25

26 _____
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28 ⁶² Fenix Annual Report, *supra* note 1 at 2 (reporting that there were over 187,000,000 OnlyFans consumers as of November 30, 2021).

1 post-transaction acknowledgement that included the contents require under section 17602(a)(3).
2 Plaintiffs' claims are further typical in that their Billing Information was charged for automatic renewal
3 fees without Defendants having first obtaining their affirmative consent to an agreement containing clear
4 and conspicuous disclosures of all OnlyFans Subscription offer terms and without providing a one-step
5 immediate cancellation process.

6 133. **Adequacy:** Plaintiffs will fairly and adequately protect Class Members' interests.
7 Plaintiffs have no interest antagonistic to Class Members' interest, and Plaintiffs have retained counsel
8 that have considerable experience and success in prosecuting complex class-action and consumer-
9 protection cases.

10 134. **Superiority:** A class action is superior to all other available methods for the fair and
11 efficient adjudication of this controversy for, *inter alia*, the following reasons: prosecution of individual
12 actions are economically impractical for members of the Class; the Class is readily definable;
13 prosecution as a class action avoids repetitious litigation and duplicative litigation costs, conserve
14 judicial resources, and ensures uniformity of decisions; and prosecutions as a class action permits claims
15 to be handled in an orderly and expeditious manner.

16 135. Defendants have acted or failed to act on grounds generally applicable to the Class,
17 thereby making appropriate final injunctive relief with respect to the Class as a whole.

18 136. Without class action, Defendants will continue a course of action that will result in further
19 damages to Plaintiffs and members of the Class and will likely retain the benefits of their wrongdoing.

20 137. Based on the foregoing, Plaintiffs' claims for relief include those set forth below.

21 138. As noted above, apart from relief for the Class, Plaintiffs separately seek public
22 injunctive relief on behalf of the general public of California to stop the ongoing and continuing
23 violations of California law described above. Members of the general public in California who have not
24 transacted with Defendants but may in the future are at risk of new harms, injuries and financial losses
25 from the ongoing and continuing conduct complained of unless enjoined and corrected. Such claims for
26 public injunctive relief are not required to be certified as class actions and the above elements are not
27 required to be satisfied for such relief.

FIRST CAUSE OF ACTION

For Violation of the California Unfair Competition Law (“UCL”)

Cal. Bus. & Prof. Code §§ 17200, *et seq.*

1
2
3
4 139. Plaintiffs re-allege and incorporate by reference every allegation set forth in the
5 preceding paragraphs.

6 140. Plaintiffs bring this claim individually and on behalf of the members of the proposed
7 Class against Defendants.

8 141. The UCL prohibits unfair competition in the form of “any unlawful, unfair, or fraudulent
9 business act or practice and unfair, deceptive, untrue or misleading advertising and any act.” Cal. Bus.
10 & Prof. Code § 17200. The UCL allows “a person who has suffered injury in fact and has lost money
11 or property” to prosecute a civil action for violation of the UCL. *Id.* § 17204. Such a person may bring
12 such action on behalf of her- or himself and other similarly situated who are affected by the unlawful
13 and/or unfair business practice or act.

14 142. At all relevant times, Defendants have violated, and continue to violate, the UCL’s
15 proscription against engaging in unlawful and/or unfair conduct as a result of their violations of the
16 ARL. Cal. Bus. & Prof. Code §§ 17600, *et seq.* Specifically, Defendants failed, and continue to fail, to:
17 (a) provide the terms of Defendants’ OnlyFans Subscription “in a clear and conspicuous manner before
18 the subscription or purchasing agreement is fulfilled and in visual proximity . . . to the request for consent
19 to the offer,” in violation of Cal. Bus. & Prof. Code § 17602(a)(1); (b) obtain the affirmative consent of
20 Plaintiffs and the Class to those terms before charging their Billing Information, in violation of *id.* §
21 17602(a)(2); (c) provide an acknowledgment that includes the OnlyFans Subscription offer terms,
22 Defendants’ cancellation policy, and information regarding how to cancel in a manner that is capable of
23 being retained by OnlyFans consumers, in violation of *id.* § 17602(a)(3); and (d) fail to provide a one-
24 step method of online cancellation pursuant to ARL section 17602(d)(1)(A)–(B).

25 143. Each of these acts and practices constitutes an independent violation of the ARL, and
26 thus an independent violation of the UCL.

27 144. All products received from Defendants in violation of the ARL constitute “unconditional
28 gifts.” *See* Cal. Bus. & Prof. Code § 17603. As a direct and proximate result of Defendants’ unlawful

1 and/or unfair practices described herein, Defendants have received, and continue to hold, unlawfully
2 obtained property and money belonging to Plaintiffs and the Class in the form of payments made by
3 Plaintiffs and the Class for their purchase of OnlyFans Creator Content. Due to the violations of the
4 ARL referenced above, the goods and services provided by OnlyFans were considered unconditional
5 gifts prior to the time their Billing Information was charged by Defendant Fenix Internet and therefore,
6 those amounts collected by Defendants should be restored to Plaintiffs and refunded in full. Defendants
7 have greatly profited from their unlawful and/or unfair acts and practices in the amount of those business
8 expenses and interest accrued thereon.

9 145. Further, as alleged below, Defendants have committed additional unlawful and/or unfair
10 business practices under the UCL by: (a) converting to Defendants' own use and benefit money that
11 rightfully belongs to Plaintiffs and the Class; (b) representing that Defendants' goods and services have
12 certain characteristics that they do not have, in violation of Cal. Civ. Code § 1770(a)(5); (c) advertising
13 goods and services with the intent not to sell them as advertised, in violation of *id.* § 1770(a)(9); (d)
14 Defendants represented that a transaction in question conferred or involved rights, remedies, or
15 obligations that it did not have or involve, or were otherwise prohibited by law, in violation of *id.* §
16 1770(a)(14); (e) the insertion of an unconscionable provision in the transaction at issue, *inter alia*, the
17 choice of law and forum selection clauses within the OnlyFans Platform Terms of Service, in violation
18 of *id.* § 1770(a)(19); and (f) falsely advertising that OnlyFans consumers can cancel their OnlyFans
19 Subscription at any time, in violation of Cal. Bus. & Prof. Code § 17500. Defendants' conversion,
20 violation of the CLRA, and violation of the FAL each serve as an additional violation of the UCL.

21 146. Defendants' acts and omissions as alleged herein violate obligations imposed by the
22 ARL, and other California statutes, are substantially injurious to consumers, offend public policy, and
23 are immoral, unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs any
24 alleged benefits attributable to such conduct.

25 147. There were reasonably available alternatives to further Defendants' legitimate business
26 interest, other than the conduct described herein. Defendants' acts, omissions, nondisclosures, and
27 misleading statements as alleged herein were and are false, misleading, and/or likely to deceive the
28 consuming public.

1 148. Plaintiffs and the Class have suffered substantial injury in fact and lost money by virtue
2 of Defendants' acts of unfair competition, which caused them to purchase OnlyFans Creator Content on
3 the OnlyFans Platform. Had Defendants complied with their pre-transaction disclosure and post-
4 transaction acknowledgment obligations under the ARL, neither the Plaintiffs nor the Class would have
5 purchased their OnlyFans Creator Content or would have canceled their OnlyFans Subscriptions prior
6 to the renewal of the subscriptions, so as not to incur additional fees. Thus, Plaintiffs and the Class were
7 damaged and have suffered economic injuries as a direct and proximate result of Defendants' unlawful
8 and/or unfair business practices.

9 149. Defendants' violations are continuing and there is no indication that Defendants intend
10 to cease their unlawful conduct. The public and the Class are subject to ongoing harm wrought by the
11 statutory violations, unlawful conduct, and/or unfair business practices associated with Defendants'
12 ongoing and active OnlyFans Subscriptions.

13 150. As a direct and proximate cause of Defendants' unlawful, unfair, and fraudulent business
14 practices, as herein alleged, Plaintiffs and Class members have been damaged, injured and suffered
15 ascertainable losses, thereby entitling them to recover restitution and equitable relief, including
16 disgorgement or ill-gotten gains, refunds of moneys, interest, reasonable attorneys' fees, filing fees, and
17 the costs of prosecuting this action, as well as any and all other relief that may be available at law or
18 equity.

19 151. Plaintiffs and the Class seek restitution pursuant to Cal. Bus. & Prof. Code § 17203 of
20 all amounts that Defendants charged or caused to be charged to Plaintiffs' and the Class's Billing
21 Information in connection with their OnlyFans Subscription during the four years preceding the filing
22 of this Complaint. Defendants should be required to disgorge all the profits and gains they have reaped
23 and restore such profits and gains to Plaintiffs and the Class, from whom they were unlawfully taken.
24 Plaintiffs and the Class also seek private injunctive relief, declaratory relief, reasonable attorneys' fees
25 and costs, and all other relief deemed appropriate in the circumstances.

26 152. Additionally, pursuant to Cal. Bus. & Prof. Code § 17203 and *McGill v. Citibank, N.A.*,
27 393 P.3d 85 (Cal. 2017), Plaintiffs on behalf of the general public of the State of California, seek a court
28 order for public injunctive relief, declaratory relief and all other relief deemed appropriate in the

1 circumstances including that enjoining Defendants from such future misconduct, and any other such
2 orders that may be necessary to rectify Defendants' unlawful business practices and conduct. Such relief
3 is appropriate and necessary to protect members of the general public who have not yet transacted with
4 Defendants but may and therefore remain at risk of future harm and thus, need protection from ongoing
5 and continuing violations of the ARL and UCL, as described above. Such relief will create a public
6 benefit.

7 153. Plaintiffs bring this action as private attorneys general and to vindicate and enforce an
8 important right affecting the public interest. Plaintiffs and the Class are therefore entitled to an award of
9 attorneys' fees and costs under Cal. Code of Civ. P. § 1021.5 and other applicable law for bringing this
10 action.

11 **SECOND CAUSE OF ACTION**

12 **Conversion**

13 154. Plaintiffs re-allege and incorporate by reference every allegation set forth in the
14 preceding paragraphs.

15 155. Plaintiffs bring this claim individually and on behalf of the members of the Class against
16 Defendants.

17 156. Due to the violations of the ARL referenced above, the goods and services provided by
18 Defendants were considered unconditional gifts prior to the time their Billing Information was charged
19 by Defendant Fenix Internet and therefore, those amounts collected by Defendants should be restored
20 to Plaintiffs and the Class refunded in full.

21 157. As a result of charges made by Defendant Fenix Internet to Plaintiffs' and the Class's
22 Billing Information without authorization and in violation of California law, Defendants have taken
23 money that belongs to Plaintiffs and the Class.

24 158. The amount of money wrongfully taken by Defendants is capable of identification.

25 159. Defendants engaged in this conduct knowingly, willfully, and with oppression, fraud,
26 and/or malice within the meaning of Cal. Civ. Code § 3294(c).

27 160. As a direct and proximate cause of Defendants' conduct, as herein alleged, Plaintiffs and
28 Class members have been damaged, injured and suffered ascertainable losses, thereby entitling them to

1 recover damages, restitution and equitable relief, including disgorgement or ill-gotten gains, refunds of
2 moneys, interest, reasonable attorneys’ fees, filing fees, and the costs of prosecuting this action, as well
3 as any and all other relief that may be available at law or equity.

4 161. Plaintiffs bring this action as private attorneys general and to vindicate and enforce an
5 important right affecting the public interest. Plaintiffs and the Class are therefore entitled to an award of
6 attorneys’ fees and costs under Cal. Code of Civ. P. § 1021.5 and other applicable law for bringing this
7 action.

8 **THIRD CAUSE OF ACTION**

9 **Violation of the California Consumer Legal Remedies Act (“CLRA”)**

10 **Cal. Civ. Code §§ 1750, *et seq.***

11 162. Plaintiffs re-allege and incorporate by reference every allegation set forth in the
12 preceding paragraphs.

13 163. Plaintiffs bring this claim individually and on behalf of the members of the Class against
14 Defendants.

15 164. Plaintiffs and the Class are “consumers” within the meaning of the CLRA, *see* Cal. Civ.
16 Code § 1761(d), in that Plaintiffs and the Class sought or acquired Defendants’ goods and/or services
17 for personal, family, and/or household purposes.

18 165. Defendants’ OnlyFans Subscription offers and the products and services pertaining to the
19 OnlyFans Creator Content are “good” and/or “services” within the meaning of Cal. Civ. Code § 1761(a)
20 and (b). The purchases by Plaintiffs and the Class are “transactions” within the meaning of Cal. Civ.
21 Code § 1871(e).

22 166. The acts and practices of Defendants as described herein were intended to deceive
23 Plaintiffs and the Class and have resulted, and will continue to result, in damages to Plaintiffs and the
24 Class. The actions violated, and continue to violate, the CLRA in at least the following respects: (a)
25 Defendants’ acts and practices constitute representations or omissions deceiving that their OnlyFans
26 Subscription has characteristics, uses, and/or benefits, which they do not, in violation of Cal. Civ. Code
27 § 1770(a)(5); (b) Defendants’ acts and practices constitute the advertisement of the goods in question
28 without the intent to sell them as advertised, in violation of *id.* § 1770(a)(9); (c) Defendants represented

1 that a transaction in question conferred or involved rights, remedies, or obligations that it did not have
2 or involve, or were otherwise prohibited by law, in violation of *id.* § 1770(a)(14); and (d) the insertion
3 of an unconscionable provision in the transaction at issue, *inter alia*, the choice of law and forum
4 selection clauses in the OnlyFans Platform Terms of Service in that those provisions effectively waive
5 the protections afforded to Californians pursuant to the ARL, UCL, CLRA, and waive Californians'
6 right to seek public injunctive relief all of which are substantial fundamental policies of the State of
7 California that cannot be waived by contract, and require California consumers to engage in cost-
8 prohibitive litigation in a foreign country, with foreign counsel, and under foreign law in violation of *id.*
9 § 1770(a)(19).

10 167. Plaintiffs and the Class suffered economic injury as a direct result of Defendants'
11 misrepresentations and/or omissions because they were induced to purchase Defendants' OnlyFans
12 Subscription and/or pay renewal fees they would not have otherwise purchased and/or paid. Had
13 Defendants fully and clearly disclosed the terms associated with the OnlyFans Subscription, Plaintiffs
14 and the Class would not have subscribed to the OnlyFans creator profiles, or they would have cancelled
15 their OnlyFans Subscription prior to the expiration of the initial purchase period.

16 168. Defendants knew, or should have known, that their representations and omissions were
17 deceptive, false, and misleading.

18 169. As a direct and proximate cause of Defendants' conduct, as herein alleged, Plaintiffs and
19 Class members have been damaged, injured and suffered ascertainable losses, thereby entitling them,
20 *inter alia*, to injunctive and equitable relief, reasonable attorneys' fees, filing fees, and the costs of
21 prosecuting this action, as well as any and all other relief that may be available at law or equity.

22 170. Damages on this Count alone are not sought at this time, only injunctive and declaratory
23 relief and all other relief available at law or equity. Plaintiffs have complied with Civil Code § 1782(a)
24 by notifying Defendant Fenix Internet in writing, by certified mail, of the violations alleged herein and
25 demanded that Defendant Fenix Internet remedy those violations. If Defendants fails to rectify or agree
26 to rectify the problems detailed above and give notice to all affected consumers within 30 days of the
27 date of written notice pursuant to California Civil Code § 1782. Plaintiffs will amend this complaint
28 to add claims for actual, punitive, and statutory damages pursuant to the CLRA. Alternatively,

1 demands for actual, punitive, and statutory damages pursuant to the CLRA are held in abeyance for 30
2 days from the initial notice and will be asserted after that if the corrective action requested is not
3 implemented.

4 171. Plaintiffs also bring this action as private attorneys general and to vindicate and enforce
5 an important right affecting the public interest. Plaintiffs are therefore entitled to an award of attorneys'
6 fees and costs under the CLRA, Cal. Code of Civ. P. § 1021.5 and/or other applicable law for bringing
7 this action.

8 **FOURTH CAUSE OF ACTION**

9 **Violation of California False Advertising Law (“FAL”)**

10 **Cal. Bus. & Prof. Code §§ 17500, *et seq.***

11 172. Plaintiffs re-allege and incorporate by reference every allegation set forth in the
12 preceding paragraphs.

13 173. Plaintiffs bring this claim individually and on behalf of the members of the Class against
14 Defendants.

15 174. California’s False Advertising Law, Cal. Bus. & Prof. Code §§ 17500, *et seq.*, makes it
16 “unlawful for any person to make or disseminate or cause to be made or disseminated before the public
17 in this state, . . . in any advertising device . . . or in any other manner or means whatever, including over
18 the Internet, any statement, concerning . . . personal property or services, professional or otherwise, or
19 performance or disposition thereof, which is untrue or misleading and which is known, or which by the
20 exercise of reasonable case should be known, to be untrue or misleading.”

21 175. Defendants committed acts of false advertising, as defined by FAL section 17500, by
22 intentionally making and disseminating statements to California consumers and facts connected to such
23 products and services, which are untrue and misleading on their face and by omission, and which are
24 known (or which by the exercise of reasonable care should be known) by Defendants to be untrue or
25 misleading. Defendants have also intentionally made or disseminated such untrue or misleading
26 statements and material omissions to consumers in California and to the public as part of a plan or
27 scheme with intent not to sell those services as advertised.

1 176. Defendants' statements include but are not limited to representations and omissions made
2 to Plaintiffs and California consumers before and after enrollment in the OnlyFans Subscription
3 regarding the cancellation of the OnlyFans Subscription. For example, Defendants represent on the
4 OnlyFans Platform, and throughout the OnlyFans Subscription pre-purchase enrollment and post-
5 purchase checkout process, that consumers can cancel "at any time." As alleged and shown above,
6 Defendants' statement that consumers can cancel "at any time" is contradicted by the fact that Plaintiffs,
7 and the Class, were unable to cancel any time prior to incurring additional and unwanted charges to their
8 Billing Information. Defendants' representations and omissions throughout the OnlyFans Subscription
9 enrollment webpages and later on the checkout page constitute false and deceptive advertising.

10 177. Plaintiffs and the Class were deceived by Defendants' statements and omissions made
11 online when they signed up and started paying for their OnlyFans Subscription. Plaintiffs relied on
12 Defendants' statements that they could cancel anytime to their detriment when they signed-up for an
13 OnlyFans Subscription. Any reasonable consumer would be misled by Defendants' false and misleading
14 statements and material omissions. Plaintiffs and the Class did not learn of Defendants' difficult,
15 confusing, and unlawful cancellation policy and procedure until after they had already signed up and
16 started paying for their OnlyFans Subscription. Plaintiffs and the Class lost money or property as a result
17 of Defendants' FAL violations because they would not have purchased the OnlyFans Subscription on
18 the same terms had Defendants represented the true facts about the OnlyFans Subscription and
19 cancellation thereof.

20 178. Defendants continue to disseminate their false and misleading advertising to California
21 consumers and, as such, the general public continues to be deceived by Defendants' untrue statements,
22 misrepresentations, and omissions related to the OnlyFans Subscription cancellation policy and
23 procedure. Because any reasonable consumer would be misled by Defendants' false and deceptive
24 statements and material omissions that their consumers can cancel the OnlyFans Subscription "at any
25 time," the general public is likely to rely on Defendants' untrue, misleading, and deceptive advertising
26 to their detriment just as with Plaintiffs.

27 179. Plaintiffs and the Class suffered economic injury as a direct result of Defendants'
28 misrepresentations and/or omissions because they were induced to purchase of an OnlyFans

1 Subscription and/or pay renewal fees they would not have otherwise purchased and/or paid. Had
2 Defendants fully and clearly disclosed that the OnlyFans Subscription cancellation process was
3 noncompliant with the ARL and that Plaintiffs and the Class could not cancel “at any time” Plaintiffs
4 and the Class would not have purchased an OnlyFans Subscription, or they would have cancelled their
5 OnlyFans Subscription prior to the expiration of the initial purchase period and incurring additional and
6 unwanted charges to the Billing Information by Defendant Fenix Internet.

7 180. As a direct and proximate cause of Defendants’ conduct, as herein alleged, Plaintiffs and
8 Class members have been damaged, injured and suffered ascertainable losses, thereby entitling them to
9 recover damages, restitution, injunctive relief and equitable relief, including disgorgement or ill-gotten
10 gains, refunds of moneys, interest, reasonable attorneys’ fees, filing fees, and the costs of prosecuting
11 this action, as well as any and all other relief that may be available at law or equity.

12 181. Plaintiffs bring this action as private attorneys general and to vindicate and enforce an
13 important right affecting the public interest. Plaintiffs and the Class are therefore entitled to an award of
14 attorneys’ fees and costs under the FAL, Cal. Code of Civ. P. § 1021.5 and other applicable law for
15 bringing this action.

16 **FIFTH CAUSE OF ACTION**

17 **Unjust Enrichment/ Restitution**

18 182. Plaintiffs re-allege and incorporate by reference every allegation set forth in the
19 preceding paragraphs.

20 183. Plaintiffs bring this claim individually and on behalf of the members of the Class against
21 Defendants.

22 184. Plaintiffs and the Class conferred benefits to Defendants by purchasing subscriptions to
23 OnlyFans Creator Content.

24 185. Defendants have been unjustly enriched in retaining the revenues derived from Plaintiffs’
25 and the Class’s purchase of OnlyFans Subscription. Retention of those moneys under the circumstances
26 is unjust and inequitable because of Defendants’ failure to disclose material terms of the purchase
27 agreement, in violation of California law, induced Plaintiffs and the Class to purchase the OnlyFans
28

1 Subscription. These omissions caused injuries to Plaintiffs and the Class because they would not have
2 purchased OnlyFans Subscription at all, or on the same terms, if the true facts were known.

3 186. Because Defendants' retention of the non-gratuitous benefits conferred to them by
4 Plaintiffs and the Class is unjust and inequitable, Defendants must pay restitution to Plaintiffs and the
5 Class for their unjust enrichment, as ordered by the Court.

6 187. As a direct and proximate cause of Defendants' conduct, as herein alleged, Plaintiffs and
7 Class members have been damaged, injured and suffered ascertainable losses, thereby entitling them to
8 recover damages, restitution and equitable relief, including disgorgement or ill-gotten gains, refunds of
9 moneys, interest, reasonable attorneys' fees, filing fees, and the costs of prosecuting this action, as well
10 as any and all other relief that may be available at law or equity.

11 188. Plaintiffs bring this action as private attorneys general and to vindicate and enforce an
12 important right affecting the public interest. Plaintiffs and the Class are therefore entitled to an award of
13 attorneys' fees and costs under Cal. Code of Civ. P. § 1021.5 and other applicable law for bringing this
14 action.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, request
17 relief as follows on all counts:

- 18 1. For an order certifying the Class and naming Plaintiffs as representatives of the Class
19 and Plaintiffs' attorneys as Class Counsel to represent the Class;
- 20 2. For an order declaring that Defendants' conduct violates the statutes and common law
21 referenced herein;
- 22 3. For actual, compensatory, statutory, and/or punitive damages in amounts to be
23 determined by the Court and/or jury, on all counts that may allow such relief;
- 24 4. For prejudgment interest on all amounts awarded;
- 25 5. For an order of restitution and all other forms of equitable monetary relief;
- 26 6. For private injunctive relief as plead or as the Court may deem proper;
- 27 7. For public injunctive relief as plead or as the Court may deem proper;

- 1 8. For an order awarding Plaintiffs and the Class their reasonable attorneys' fees, expenses,
2 and costs of suit pursuant to all applicable laws that allow such relief; and
3 9. For all other relief that is just and equitable in the circumstances, whether in law or equity.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs hereby demand a trial by jury to the full extent permitted by law.

6
7
8 Date: April 13, 2023

By:

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