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18 LAUREN COLVIN, an individual; and
19 PATHAMAWAN HANFORD, an individual

20 Plaintiffs,

21 v.

22 BRITTANYA RAZAVI; MARCELLO
23 RAZAVI; DG MEDIA & ENTERTAINMENT
24 GROUP, INC.; MEOW GANG
25 PRODUCTION STUDIOS, INC.; FENIX
26 INTERNATIONAL LIMITED dba
27 ONLYFANS; FENIX INTERNET LLC;
28 FENIX US INC.; and DOES 1-10 inclusive;

Defendants.

Case No.: 2:22-cv-01395-CDS-DJA

SECOND AMENDED COMPLAINT

JURY DEMAND

COMES NOW, Plaintiffs, LAUREN COLVIN, and PATHAMAWAN HANFORD,
by and through their undersigned counsel, and for their Second Amended Complaint against
Defendants, BRITTANYA RAZAVI; MARCELLO RAZAVI; DG MEDIA &
ENTERTAINMENT GROUP, INC.; MEOW GANG PRODUCTION STUDIOS, INC.;
FENIX INTERNATIONAL LIMITED dba ONLYFANS; FENIX INTERNET LLC; FENIX

1 US INC.; and DOES 1-10 inclusive; allege as follows:

2 **PARTIES**

3 1. Plaintiff, LAUREN COLVIN (hereinafter “Colvin”) is and was an individual
4 domiciled in Los Angeles, California. The acts complained of herein all occurred in Las
5 Vegas, Nevada.

6 2. Plaintiff, PATHAMAWAN HANFORD (hereinafter “Hanford”) is and was an
7 individual domiciled in Las Vegas, Nevada. The acts complained of herein all occurred in Las
8 Vegas, Nevada.

9 3. Upon information and belief, Defendant, BRITTANYA RAZAVI (hereinafter
10 “Brittanya”) is and was, at all times relevant herein, an individual domiciled in Las Vegas,
11 Nevada.

12 4. Upon information and belief, Defendant, MARCELLO RAZAVI (hereinafter
13 “Marcello”) is and was, at all times relevant herein, an individual domiciled in Las Vegas,
14 Nevada.

15 5. Upon information and belief, Defendant, DG MEDIA & ENTERTAINMENT
16 GROUP, INC. (hereinafter “DG Media”) is and was a Nevada corporation with its principal
17 place of business in Las Vegas, Nevada.

18 6. Upon information and belief, Defendant, MEOW GANG PRODUCTION
19 STUDIOS, INC. (hereinafter “Meow Gang”) is and was a Nevada corporation with its
20 principal place of business in Las Vegas, Nevada.

21 7. Upon information and belief, Defendant, FENIX INTERNATIONAL
22 LIMITED doing business as ONLYFANS (hereinafter “OnlyFans”) is and was an English
23 limited company with its principal place of business in London, England.

24 8. Defendant FENIX INTERNET LLC is a wholly owned subsidiary of Fenix
25 International Ltd., with a registration address in Delaware.

26 9. Defendant FENIX US INC. is a wholly owned subsidiary of Fenix
27 International Ltd., with a registration address in Delaware.

1 10. Brittanya, Marcello, DG Media, Meow Gang, are collectively referred to
2 hereinafter as the “Razavi Defendants.”

3 11. The true names and capacities of the defendants sued herein as Does 1 through
4 10 are unknown to Plaintiffs, who therefore sue said defendants by such fictitious names.
5 Plaintiffs are informed and believe and thereon allege that each of the fictitiously named
6 defendants is responsible in some manner for the harm sustained by Plaintiffs as described
7 herein. Plaintiffs will seek leave to amend this complaint to state the true names and capacities
8 of such defendants when they become known to Plaintiffs.

9 **JURISDICTION AND VENUE**

10 12. This Court has subject-matter jurisdiction over this matter under 28 U.S.C. §
11 1331 because this action arises under the laws of the United States.

12 13. The Court may properly exercise personal jurisdiction over all Defendants.
13 Each of the Defendants maintains minimum contacts with Nevada, such that maintaining this
14 lawsuit does not offend traditional notions of fair play and substantial justice.

15 14. The entire Fenix International LTD enterprise, including Fenix Internet LLC
16 and Fenix US Inc. (hereinafter “OnlyFans”) depends on United States infrastructure.

17 15. OnlyFans does substantial business in the United States, including Nevada, by:

- 18 a) aggressively marketing to a US market which is their primary market;
- 19 b) delivering content into their primary market the United States,
20 including Nevada;
- 21 c) using U.S.-based Amazon web services to actively manage its website
22 and servers;
- 23 d) using a US company with US servers as a content delivery network
24 (“CDN”) to essentially copy original content to additional servers
25 located in the United States, including Nevada, to enhance the speed of
26 located in the United States, including Nevada, to enhance the speed of
27
28

1 the website and the quality of streaming content delivered to users in
2 the U.S. and Nevada, among other things;

3 e) processing subscription payments through US companies;

4 f) soliciting content creators from the US, including the Plaintiffs and
5 Defendant Brittany in Nevada;

6 g) entering into business relationships and profit sharing arrangements
7 with U.S. citizens and Nevada residents, including the Plaintiffs and
8 Defendant Brittany.

9 16. Fenix Internet LLC is a wholly owned subsidiary of Fenix International Ltd.,
10 with a registration address at 501 Silverside Road, Suite 87, Wilmington, Delaware.

11 17. Fenix Internet LLC is located at 2598 E Sunrise Blvd, Suite 2104, Fort
12 Lauderdale, FL 33304.¹

13 18. Fenix Internet LLC used to be located at 345 N Canal Street, Chicago, Illinois.

14 19. Fenix US Inc. is a wholly owned subsidiary of Fenix International Ltd., with a
15 registration address at 501 Silverside Road, Suite 87, Wilmington, Delaware.

16 20. Fenix International Ltd. Created a new US subsidiary in 2022, Fenix US Inc.,
17 “to assist in the hiring of key staff.”²

18 21. Leonid Radvinsky is the sole shareholder and one of two directors of Fenix
19 International Ltd.

20 22. Leonid Radvinsky originally listed his service address in Fenix International
21 Ltd.’s UK corporate filing as 345 N Canal Street, Chicago, Illinois.

22 23. On information and belief, Leonid Radvinsky is a United States citizen who
23 resides in Florida.

24 24. On information and belief, Leonid Radvinsky is also the key principal for both
25 Fenix Internet LLC and Fenix US Inc.

26
27 ¹ <http://www.fenixinternet.net/>

28 ² Fenix International Limited, Strategic Report (for the year ended 30 November 2022), page 5.

1 25. Leonid Radvinsky has other US-based businesses, including Leo.com,³ which
2 is located in Florida, and Cybertania, which is based in either Glenview, Illinois or in Florida

3 26. Cybertania's services include web hosting, including backups, managed
4 servers, and global content delivery networks.

5 27. Fenix International Ltd. uses and pays Cybertania monthly for server storage.
6 In 2021, these fees totaled \$13.7 million.

7 28. Fenix International Limited submits consolidated financial statements
8 including itself and all subsidiaries as one group.

9 29. Fenix International Limited's consolidated financial statement for 2022 lists
10 revenue "by Major geographic location," demonstrating that over \$732 million of its \$1.09
11 billion revenue came from the United States.⁴

12 30. OnlyFans is a content subscription website where content creators can earn
13 money from users who subscribe to their content—the "fans." It allows content creators to
14 receive funding directly from their fans on a monthly basis as well as one-time tips and using
15 a pay-per-view feature.

16 31. In addition to other types of content, pornography is allowed, and the website
17 is used mainly by pornography performers, both amateur and professionals, as well as people
18 in prostitution to sell photographs, videos, livestream sessions, and messages directly to their
19 subscribers.

20 32. OnlyFans takes 20 percent of all monies paid to content creators through its site,
21 both from subscription fees and tips.

22 33. OnlyFans grew exponentially in popularity during the COVID 19 pandemic
23 when many lost their jobs and could not leave their homes⁵.

24 ³ <https://leo.com/#>

25 ⁴ Fenix International Limited, Group Financial Statements (for the year ended 30 November 2022), page 24.

26 ⁵(OnlyFans revenue increased by 553% during the pandemic and its users went from less than 20 million to
27 120 million), <https://www.ft.com/content/6d4562f8-166f-4a89-a3cb-db97123a6cf0>; see also
28 <https://www.insider.com/people-are-creating-onlyfans-accounts-after-losing-jobs-during-pandemic-2020-6>;
<https://www.businessofbusiness.com/articles/onlyfans-growing-pandemic-covid-pornographic-adult-content/>;
[https://www.theguardian.com/technology/2020/dec/23/everyone-and-their-mum-is-on-it-onlyfans-boomed-in-](https://www.theguardian.com/technology/2020/dec/23/everyone-and-their-mum-is-on-it-onlyfans-boomed-in-popularity-during-the-pandemic)
[popularity-during-the-pandemic; https://www.nytimes.com/2021/01/13/business/onlyfans-pandemic-](https://www.nytimes.com/2021/01/13/business/onlyfans-pandemic-users.html)
[users.html](https://www.nytimes.com/2021/01/13/business/onlyfans-pandemic-users.html).

1 34. To capitalize on this growth, OnlyFans has knowingly facilitated and benefitted
2 from exploitation and sex trafficking.⁶ OnlyFans has knowingly allowed illegal content on its
3 site and as a matter of policy, allowed profitable users to violate its terms of service.

4 35. OnlyFans receives over 900 million visits to its website each month. The United
5 States comprises an overwhelming majority of this traffic to the OnlyFans website. The United
6 States comprises over 50% of total web traffic to the OnlyFans website whereas the United
7 Kingdom, OnlyFans' place of incorporation, makes up the second largest traffic share at only
8 approximately 7%.

9 36. OnlyFans has played host to a surfeit of content created and/or posted without
10 the consent of the person depicted in the content.

11 37. This includes over 120 complaints to US law enforcement agencies between
12 January 2019 and November 2023.⁷

13 38. For example, Andrew Tate, an influencer and former kickboxer, is being
14 prosecuted in Romania for sex trafficking women on OnlyFans.

15 39. At one point, Tate sold and promoted an online course instructing men how to
16 exploit their girlfriends and other women on OnlyFans, entitled "OnlyFans Fortunes."

17 40. In another case, OnlyFans – after verifying the perpetrators account – failed to
18 remove footage of a woman being gang-raped, and even took a 20% cut of the money made
19 from the video.

20 41. OnlyFans takes a 20% cut of all fees.

21 42. In 2022, OnlyFans received \$5.6 billion in payments on its platform, with its
22 total revenue at \$1.09 billion.

23 43. In 2022, OnlyFans had more that 3.1 million content creators, and nearly 239
24 million "fans."

25 44. The abuse, exploitation, and sex trafficking of Plaintiffs, from which Only Fans
26 directly benefitted in violation of 18 U.S.C. §§ 1591 and 1595, occurred in Nevada.

27
28 ⁶ <https://www.bbc.com/news/uk-57255983>, <https://www.bbc.com/news/uk-57429900>.

⁷ <https://www.reuters.com/investigates/special-report/onlyfans-sex-legal-cases/>.

1 45. The videos of Plaintiffs, including videos depicting sex trafficking and sexual
2 exploitation on OnlyFans, were filmed in Nevada, uploaded to the Only Fans website in
3 Nevada and made available for purchase to customers in the United States and Nevada.

4 46. OnlyFans has reached into Nevada and the United States to solicit and initiate
5 business, including through globally accessible websites that are accessed and used in Nevada
6 and the United States on a regular basis.

7 47. OnlyFans has engaged in significant, long-term business activity purposefully
8 directed towards Nevada and the United States, including through the maintenance of
9 interactive websites that are directed to and accessible to residents of Nevada and the United
10 States.

11 48. The subscribers' acts of accessing the Only Fans' website and submitting
12 payment through the website constitutes a commercial relationship with OnlyFans who profits
13 from their subscription fees and a percentage of all subscriptions and tips paid to content
14 creators on OnlyFans.

15 49. The content creators on OnlyFans' website have a commercial relationship with
16 OnlyFans, who profits from a percentage of all earnings made on the OnlyFans website.

17 50. The sex trafficking and sexual exploitation of Plaintiffs and OnlyFans' actions
18 in violation of the TVPRA occurred, in significant part, in Nevada and throughout the United
19 States, causing the infliction of actionable harm and injury to the Plaintiffs in Nevada where
20 the Plaintiffs reside.

21 51. OnlyFans formed a business partnership and/or venture with Brittanya Razavi
22 in Nevada and facilitated her exploitation of the Plaintiffs in Nevada, allowing her to create
23 accounts using the Plaintiffs' information in Nevada, attaching her payment information to
24 these accounts in violation of OnlyFans terms of service in Nevada, then allowing her to upload
25 exploitive content of the Plaintiffs in Nevada, and then paying her proceeds from this activity
26 in U.S. dollars to her accounts in Nevada.

27 52. OnlyFans is present and conducts business in Nevada by owning, maintaining,
28 operating, assisting, developing, and supporting a globally accessible website that disseminates

1 and provides sexually explicit images and videos, including those depicting sexual abuse and
2 exploitation, to users in Nevada and from which OnlyFans directly benefits and profits.

3 53. Only Fans partners with creators, like Defendant Razavi, in Nevada, to directly
4 share profits from the content they create and upload to Only Fans from Nevada, including
5 abuse content depicting Plaintiffs.

6 **FACTUAL ALLEGATIONS AS TO ALL CAUSES OF ACTION**

7 **I. General Allegations**

8 54. This is an action involving Defendants' fraudulent activity and sex trafficking
9 in violation of the Trafficking Victims Protection Act of 2000, 18 U.S.C. §§ 1591, et seq.
10 (hereinafter "TVPA"), which covers sex trafficking for both children and adults, and other
11 wrongful conduct perpetrated by Defendants upon Plaintiffs.

12 55. Brittanya, also known as Brittanya O'Campo, is a reality television and social
13 media personality.

14 56. Brittanya appeared as herself on three reality television shows within the years
15 2009 and 2010, entitled Rock of Love with Bret Michaels, Charm School with Ricki Lake,
16 and I Love Money.

17 57. After these appearances, Brittanya gained popularity on social media,
18 including Instagram.

19 58. Upon information and belief, Marcello, also known as "Lucky Razavi," is
20 currently married to Brittanya and has a background in the fashion industry.

21 59. Upon information and belief, in or about February 2020, Brittanya began
22 posting pornographic content of herself on the website owned by OnlyFans located at
23 Onlyfans.com (hereinafter "OnlyFans").

24 60. In this case, OnlyFans was notified that one of its popular and profitable users
25 Brittanya, was violating its terms of service in various ways – including by exploiting women
26 on its website, stealing their earnings, posting content under their names of other women, and
27 abusing OnlyFans' DMCA takedown policy.

1 61. Despite this, OnlyFans has continued to allow Brittanya to continue her
2 exploitive practices, continue to partner with her and profit from her exploitive activity, took
3 no action to suspend or ban her account

4 62. On information and belief, Brittanya still has an active OnlyFans account to
5 this day, and continues to receive payment for other user accounts in violation of OnlyFans
6 terms of service.

7 **II. Brittanya Knowingly Recruited, Transported, Harbored, Enticed, and Solicited**
8 **Plaintiffs by Fraud to Engage in Commercial Sex Acts.**

9 a. Brittanya's Recruitment and Grooming of Plaintiffs

10 63. In or about July 2020, Brittanya posted a message on her Instagram account
11 stating that she was "Looking for girls to manage." In particular, upon information and belief,
12 Brittanya sought to attract vulnerable young women who Brittanya could manipulate into
13 creating pornographic content that Brittanya could sell on OnlyFans while defrauding the
14 women of their earnings.

15 64. In or about July 2020, each Plaintiff saw the Instagram post and contacted
16 Brittanya to obtain further information. At the time, Plaintiff Colvin resided in Dallas, Texas;
17 and Plaintiff Hanford resided in Las Vegas, Nevada.

18 65. After initiating conversations over Instagram, Brittanya moved the
19 conversation with each Plaintiff to text messages and telephone calls, and set up individual,
20 personal, face-to-face meetings with each Plaintiff in Las Vegas, NV. During these
21 conversations, Brittanya became aware that Plaintiffs were struggling financially due to the
22 COVID 19 Pandemic. Brittanya asked the Plaintiffs what they were currently earning for
23 income for the purpose of determining their vulnerabilities and expectations. Brittanya
24 targeted Plaintiffs because of their financial desperation and vulnerabilities.

25 66. Within 24 hours of first messaging Colvin, Brittanya purchased a plane ticket
26 for her to fly out to Las Vegas, Nevada for an in-person meeting.

27 67. Similarly, within a very short time after speaking with Hanford, Brittanya
28 asked her to travel for a meeting in Las Vegas, Nevada by car.

1 68. At each of these initial meetings with Plaintiffs, Brittanya offered to manage
2 Plaintiffs for the purposes of producing and exploiting pornographic content on OnlyFans.

3 69. At the time, both Plaintiffs were struggling financially due in part to the
4 COVID-19 Pandemic which they told Brittanya.

5 70. For example, Plaintiff Colvin was homeless and staying at a hotel with a friend
6 when she first met Brittanya. She had been following Brittanya on social media and admired
7 her so when she saw her ad about seeking girls to manage, she reached out and was flattered
8 that Brittanya responded to her.

9 71. Plaintiff Hanford had been working as a show girl in Las Vegas when the
10 pandemic hit and the Las Vegas strip closed, putting Hanford out of a job. She was desperately
11 seeking a way to support herself when she met Brittanya.

12 72. Knowing that Plaintiffs were desperate, Brittanya made extravagant promises
13 of fast-cash and ultimately, wealth and fame if they would create OnlyFans content under her
14 management. Brittanya used her celebrity status and extravagant lifestyle to entice the
15 Plaintiffs and gain their trust.

16 73. Additionally, in the case of Plaintiff Hanford, Brittanya was aware that
17 Hanford was an immigrant to this country, that English was not her first language, that she
18 was adopted and then kicked out of her adoptive home as a teenager. Brittanya was aware of
19 Hanford's vulnerabilities and lack of a support system because Hanford told her about them.
20 She confided in Brittanya about her struggles, hardships, loneliness, and fears. Brittanya
21 responded by telling her that Hanford was family to her now and she would look after her like
22 family. This meant a great deal to Hanford who then looked to Brittanya as family and a
23 mother figure.

24 74. Brittanya represented and agreed that if the Plaintiffs worked with her, it would
25 be an at-will management relationship that was terminable at any time. Brittanya offered to
26 take fifty percent (50%) of Plaintiffs' earnings from OnlyFans as a commission for her
27 services. Each Plaintiff naively agreed to the terms.

28 75. Brittanya intentionally misrepresented that she would take a 50% commission

1 from Plaintiffs' earnings in exchange for management services when she intended and did in
2 fact, take almost all of the money earned via the OnlyFans accounts depicting Plaintiffs.

3 76. Thereafter, Brittanya promptly pressured each Plaintiff into signing a one-page
4 document, which she described as a model release. Brittanya refused to give the Plaintiffs a
5 copy of the document they signed.

6 77. Brittanya maintained an unnatural level of control over the Plaintiffs' lives in
7 order to isolate them, make them dependent on her, and ultimately to coerce them into
8 engaging in commercial sex acts against their will and to steal any profit generated from the
9 resultant OnlyFans content. For example, immediately upon agreeing to manage the Plaintiffs'
10 OnlyFans accounts she arranged for them to live in her home and/or properties she owned.

11 78. She arranged for Colvin to move into her home, for the first few weeks after
12 Colvin moved to Las Vegas. Then, Brittanya moved Colvin into a home Brittanya owned
13 where Colvin paid rent.

14 79. She arranged for Hanford to move into a townhome she owned and pay rent
15 out of the tiny fraction of monies she gave Hanford from the OnlyFans account she set up in
16 her name. By this arrangement, Brittanya got back an even large percentage of the meager
17 monies she gave Hanford and made Hanford dependent on Brittanya for shelter.

18 80. Additionally, by arranging for housing for the Plaintiffs she made them feel as
19 if she was doing them a great favor because neither would qualify for a traditional lease or
20 rental agreement due to their financial vulnerabilities. Brittanya capitalized on this as another
21 means to gain trust and exert influence and control over Plaintiffs.

22 81. Because of this grooming by Brittanya, Plaintiffs trusted her to set up their
23 OnlyFans accounts, and promotional Instagram accounts, and post content on their behalf.

24 b. Brittanya's use of Fraud to cause Plaintiffs to engage in Commercial Sex Acts

25 82. Based upon Brittanya's fraud, Plaintiffs engaged in commercial sex acts at the
26 direction of Brittanya believing they would receive 50% of any earnings.

27 83. In particular, as detailed below, Plaintiff's sex acts were recorded by
28 photographs and videos (hereinafter, collectively, the "Trafficked Content") which Brittanya

1 commercially exploited on the OnlyFans Website

2 84. In violation of OnlyFans' terms of service, Brittanya used Plaintiffs personal
3 IDs and social security numbers to set up accounts under each of their names on the OnlyFans
4 Website which she alone had access to and controlled.

5 85. Brittanya maintained exclusive control over the accounts for the purpose of
6 exploiting the Trafficked Content. Neither plaintiff could log in to or access their own account.
7 Furthermore, Brittanya entered her own bank information to receive all of the earnings from
8 the accounts under Plaintiffs' names.

9 86. Upon information and belief, such bank accounts belonged to Brittanya,
10 Marcello, Meow Gang, and/or DG Media.

11 87. Brittanya did not advise Plaintiffs of this and Brittanya refused to give
12 Plaintiffs the passwords to their own accounts.

13 88. As a result, Plaintiffs were unable to view what content was posted, how much
14 money was being earned, and how much money Brittanya was fraudulently taking from them.

15 Instead, Brittanya surreptitiously withdrew all funds from the OnlyFans accounts under
16 Plaintiffs' names to Brittanya, Marcello, Meow Gang, and/or DG Media's own accounts.

17 89. Likewise, Brittanya set up and controlled Instagram accounts for the
18 Plaintiffs for the purposes of marketing their pages on the OnlyFans Website. The Plaintiffs
19 were not given the passwords to access these accounts. Plaintiffs' Instagram pages were
20 used to advertise and promote the Trafficked Content on the OnlyFans Website.

21 **III. Brittanya Knowingly Recruited, Enticed, and Solicited Plaintiffs by Coercion to**
22 **Engage in Commercial Sex Acts.**

23 90. Brittanya would persistently coerce the Plaintiffs to engage in numerous sex
24 acts for the purpose of creating and delivering substantial amounts of Trafficked Content to
25 Brittanya and Marcello for commercial exploitation.

26 91. Often, Brittanya personally would record Trafficked Content, while Marcello
27 was present and using drugs.

1 92. Upon information and belief, Marcello, through his alter ego DG Media, would
2 assist in Brittany's scheme by, inter alia, editing the Trafficked Content. Brittany would
3 then post the Trafficked Content on Plaintiffs' respective pages on the OnlyFans Website and
4 Instagram.

5 93. Throughout her relationship with Plaintiffs, Brittany exerted control over the
6 Plaintiffs' lives through means of psychological, emotional, and financial manipulation.

7 94. For example, on the same day each Plaintiff agreed to work with her, Brittany
8 coerced Plaintiffs into "shooting" (i.e., photographing and video recording) pornographic
9 content featuring the Plaintiffs in various states of undress and engaging in commercial sex
10 acts in public places including the Las Vegas Strip in violation of the law and despite Plaintiffs
11 protestations of discomfort.

12 95. Brittany coerced and placed consistent pressure on each Plaintiff to shoot such
13 Trafficked Content in public throughout their relationship, including within motor vehicles
14 owned by Brittany and Marcello while parked in public parking lots and other public
15 locations. If and when Plaintiffs failed to keep up with her demands, Brittany would verbally
16 abuse and coerce Plaintiffs.

17 96. One of the primary means of coercion and manipulation was encouraging the
18 Plaintiffs to become intoxicated while shooting. Brittany would provide alcohol at all times
19 for Plaintiffs and would encourage them to consume it. In addition, illegal drugs were
20 constantly present while shooting that Marcello would often bring and use.

21 97. Brittany never provided or paid for food or non-alcoholic beverages while
22 shooting content with Plaintiffs but, would always purchase and provide alcohol for Plaintiffs
23 and encourage them to drink it before and during shooting.

24 98. Brittany would use alcohol to coerce and manipulate the Plaintiffs into
25 performing sex acts without their consent. At times, Plaintiffs would be so inebriated that they
26 were incapable of consenting to the sex acts that followed and Brittany not only knew this
27 but capitalized on it.

1 99. Brittanya would say things like, “I will wait until you’re drunk before I tell you
2 what we are doing.” She would then coerce the Plaintiffs and other women to engage in
3 extreme, and sometimes illegal sex acts such as sex acts in public.

4 100. Brittanya would pressure Plaintiffs daily to engage in sexual acts with third
5 parties for the purposes of producing Trafficked Content. Brittanya’s reasoning, she
6 explained, is that such explicit, pornographic content would earn more money than solo
7 content. However, Brittanya failed to take even the most basic safety precautions such as
8 having these other individuals tested for sexually transmitted diseases.

9 101. Brittanya would also use alcohol to coerce participation. For example, when
10 Plaintiffs told Brittanya they were not comfortable engaging in certain commercial sex acts,
11 Brittanya would encourage them to keep consuming alcohol and stating, in essence, “I’ll just
12 talk to you again when you’re drunk.” Under the intoxication of alcohol, Plaintiffs would
13 ultimately be coerced into engaging in such commercial sex acts.

14 102. Brittany would then film, or have others film at her direction, these sex acts
15 and then upload them to OnlyFans for profit. These profits would go directly from OnlyFans
16 to Brittanya and Marcello’s bank accounts with OnlyFans taking its 20 percent from this
17 exploitive scheme.

18 103. In one particularly egregious example of sex trafficking and abuse, Brittanya
19 arranged and facilitated the rape of Plaintiff Colvin.

20 104. Colvin expressly told Brittanya from their first meeting that she would not have
21 sex with men on camera. She repeated this several times. On one occasion, Brittanya invited
22 a popular male influencer to her home to create pornographic OnlyFans content with the
23 women she managed. Brittanya asked Colvin if she would film sex acts with this male
24 influencer and Colvin said no.

25 105. Then Brittany yelled at and berated Colvin when she rejected this male
26 influencers advances.

27 106. Brittanya then continued to pressure Colvin into filming sex acts with men
28 because it was more profitable. Colvin repeatedly told Brittanya no.

107. Despite this, Brittany invited the same male influencer Colvin rejected previously, over to collaborate again, and supplied alcohol for everyone at the house. Brittany waited until Colvin became so drunk, she was incapable of providing consent and then filmed, or had others film at her direction, Colvin engaging in sex acts with this male influencer.

108. At some point during the night Colvin drank so much that she experienced memory loss and cannot remember large portions of that evening. Colvin only became aware she was raped and filmed later when she saw the content circulating online. She did not consent to the distribution of the content depicting her sexual assault.

IV. OnlyFans' Assisted, Supported, and Facilitated the Brittany in Defrauding, Forcing, and/or Coercing Plaintiffs To Engage In Commercial Sex Acts.

109. Upon information and belief, at all times relevant herein, OnlyFans's terms of service for the OnlyFans Website (hereinafter "Terms of Service") expressly set forth that OnlyFans was acting "as the agent of the Creator to receive payment for the Creator from a Fan." In this capacity, OnlyFans received all funds coming from "Fans" for the Trafficked Content and then distributed these funds, minus the 20 percent OnlyFans retained for itself, to Brittany. Brittany was the sole user that uploaded the Trafficked Content to the accounts fraudulently created under Plaintiffs' names on OnlyFans.

110. At all times relevant herein, the OnlyFans Terms of Service:

- required account holders to upload a valid ID and, only if requested by OnlyFans, further legal documentation such as a W-9;
- required the content uploaded to match the account holder whose ID was provided;
- required that the account registration and uploaded information be solely for "personal use" and "not s[old], rent[ed] or transfer[ed] . . . to any third party";
- required users "not to disclose [account] details to any other person or entity and immediately notify FIL at support@OnlyFans.com if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security."

- forbid “falsify[ing] account registration information, or make unauthorized use of another's information or content”;
- reserved the right to verify that the information provided is in compliance with the Terms of Service “at any time”;
- agreed that OnlyFans received and held all income earned on behalf of the account holder “as the agent” of the user;
- prohibited accounts that were not for “personal use”;
- prohibited unauthorized use of another’s information;
- prohibited use of the OnlyFans website “in any manner or for any purpose that is illegal or unlawful, including engaging in any activity that violates any right of any person...”;
- prohibited the uploading of content that “promotes any illegal activity, or advocates, promotes, or assists any unlawful act”; and
- prohibited use in any manner “that violates these Terms [of Service] or any applicable law”.
- Informed users that “under the DMCA, any person who knowingly makes material misrepresentations in a notification of claimed infringement or in a counter-notification may be liable for damages.”

111. OnlyFans has capitalized on the advertisement, distribution, and direct to consumer solicitation and sale of pornographic content. OnlyFans knows that minors have appeared on its website numerous times resulting in the distribution and sale of child pornography on its website. Despite being notified about this many times by law enforcement, child protection agencies, and the media, OnlyFans refused to implement rigorous policies to prevent this and other forms of sexual exploitation, such as the sex trafficking and exploitation of Plaintiffs.

112. OnlyFans terms of service forbids third party control over accounts because OnlyFans knows that this practice has a very high likelihood of exploitation and is an indication of sex trafficking.

1 113. During the relevant time period, OnlyFans utilized an aggressive referral
2 program which paid significant incentive payments that consisted of “payments that are made
3 by [OnlyFans] to Users who introduce new Users to Only Fans, which shall be equal to 5%
4 of all the Commission earned by the referred User.”⁸”

5 114. Upon information and belief, this OnlyFans referral program incentivized sex
6 traffickers like Brittanya to actively recruit and exploit victims on the OnlyFans platform and
7 OnlyFans knew that. Upon information and belief, Brittanya used the referral program and
8 received incentive payments for the accounts she created under Plaintiffs’ names.

9 115. Despite forbidding third party control over accounts, OnlyFans allowed bank
10 information which did not match the user information in the set up of Plaintiffs’ OnlyFans
11 accounts.

12 116. Furthermore, Brittanya’s name and banking information were already known
13 to OnlyFans as she has her own very profitable account. It should not have been possible for
14 Brittanya to link her banking information to Plaintiffs’ accounts. OnlyFans should have
15 known this was an indication of exploitation, abuse, and sex trafficking but instead OnlyFans
16 chose to profit and benefit from this exploitation by entering into a direct business relationship
17 and partnership with Brittanya to exploit Plaintiffs’ with OnlyFans taking 20 percent of the
18 trafficking venture’s profits.

19 117. Furthermore, one of the women Brittanya was exploiting realized that
20 something was not right when she repeatedly asked for access to her account and Brittanya
21 refused. This woman (“the Reporter”) reached out to OnlyFans and explicitly told OnlyFans
22 that she was being abused and taken advantage of by her manager and needed access to her
23 account. She provided proof that she was the person whose ID was associated with the account
24 and OnlyFans provided her access to the account. This put OnlyFans on direct notice that
25 Brittanya was violating its terms of service and exploiting women on its website. But
26 OnlyFans did nothing and instead continued to do business with Brittanya and collect its 20

27
28 ⁸ See OnlyFans Terms of Service, archived February 01, 2021,
<https://web.archive.org/web/20210201015021/https://onlyfans.com/terms>.

1 percent from all of her activities on its website.

2 118. Upon information and belief, OnlyFans was earning 20 percent of the
3 approximately 1 million dollars a month that Brittanya was earning through her personal
4 OnlyFans page, and this was a significant motivating factor in OnlyFans' decision to take no
5 action against her, but instead, to facilitate and profit from her exploitive practices.

6 119. After OnlyFans was put on notice by the Reporter of Brittanya's exploitive and
7 illegal activities, Brittanya was still able to control, exploit and profit from both the OnlyFans
8 accounts under Plaintiffs' names and the Trafficked Content she uploaded to those accounts.

9 120. Because of OnlyFans facilitation, Brittanya was able to take all of the monies
10 in the OnlyFans accounts under Plaintiffs' names into her own bank accounts before Plaintiffs
11 could gain access to them.

12 121. It was not until the Reporter told the Plaintiffs of her experience that the
13 Plaintiffs then reached out to OnlyFans, explained the exploitation they were experiencing
14 and gained access, for the first time, to their OnlyFans accounts. Still OnlyFans took no action
15 against Brittanya.

16 122. Tipped off by the Reporter's actions, and before Plaintiffs gained control of
17 their accounts, Brittanya deleted all content depicting the Plaintiffs on their accounts and
18 instead posted images of other women – in direct violation of OnlyFans terms of service.
19 Plaintiffs informed OnlyFans of this when they gained access to their accounts. Still OnlyFans
20 took no action against Brittanya.

21 123. Then in retaliation for the Reporter's actions, Brittanya sent a flurry of reports
22 to OnlyFans, regarding the Reporters page, under the Digital Millennium Copyright Act
23 (DMCA)(17 U.S.C. § 512), falsely attesting under penalty of perjury that she had a good faith
24 belief that the Reporter's page was infringing on Brittanya's copyrights.

25 124. OnlyFans responded by permanently banning the Reporter. The Reporter
26 reached out to OnlyFans and reminded them of the situation and how her account had been
27 illegally run by her manager and that this was retaliation. OnlyFans stood by the permanent
28 ban and took no action against Brittanya who sent the false DMCA reports.

1 125. OnlyFans never banned Brittanya and on information and belief is still in
2 partnership with her and profiting from her exploitive practices. Despite acknowledging that
3 Brittanya was improperly controlling Plaintiffs' accounts, OnlyFans took no action to recover
4 the money illegally obtained by Brittanya and restore it to Plaintiffs.

5 126. Brittanya took similar retaliatory action towards Plaintiff Colvin. When Colvin
6 gained access to her account through her report to OnlyFans (which took almost a month)
7 there were over 100 reports of account violations on her account. Colvin reported these false
8 reports, which upon information and belief included false DMCA reports to OnlyFans.
9 OnlyFans took no action to investigate these false reports.

10 127. OnlyFans knows that Brittanya violated numerous Terms of Service as
11 outlined above and did so repeatedly.

12 128. OnlyFans knows that Brittanya was violating numerous laws including using
13 fraud and coercion to induce the Plaintiffs into engaging in commercial sex acts in violation
14 of the TVPA and making knowing false misrepresentations in submission of DMCA requests
15 to OnlyFans.

16 129. Furthermore, upon information and belief, OnlyFans knows that Brittanya
17 received incentive payments through its referral program for accounts she opened and was
18 receiving all the payments for thereby "double dipping" in her fraudulent earnings from
19 OnlyFans.

20 **V. Defendants Earned Substantial Income Exploiting the Trafficked Content.**

21 130. Defendants never showed or told Plaintiffs the amount of income earned from
22 their pages on the OnlyFans Website and Brittanya reneged on her management agreement.
23 Instead, Brittanya had all of the money earned on the OnlyFans accounts depicting Plaintiffs
24 transferred to the Razavi Defendants' bank accounts and gave the Plaintiffs a meager weekly
25 stipend.

26 131. During the time Colvin worked with Brittanya, Colvin's page on the OnlyFans
27 Website earned gross income of approximately \$1,170,544.49, from which a net amount was
28 paid out by OnlyFans totaling approximately \$946,890.20. Upon information and belief, the

1 Razavi Defendants wrongfully placed this entire net amount into their own bank accounts.

2 132. Brittany only paid Colvin approximately 10% of what was earned through this
3 account in violation of their contract agreement

4 133. During the time Hanford worked with Brittanya, Hanford's page on the
5 OnlyFans Website earned gross income of approximately \$132,155.38, from which a net
6 amount was paid out by OnlyFans totaling approximately \$105,724.18. Upon information and
7 belief, the Razavi Defendants wrongfully placed this entire net amount into their own bank
8 accounts.

9 134. Brittanya only paid Hanford approximately 10% of what was earned through
10 this account in violation of their contract agreement.

11 135. Brittanya owns, directly or indirectly, certain personal and/or real property that
12 was (a) used or intended to be used by her to commit and/or facilitate the commission of
13 commercial sex acts in violation of the TVPA, and/or (b) obtained, directly or indirectly, with
14 income derived from such commercial sex acts. Such property includes, without limitation:

- 15 a) real property located at 10300 Mystic Ledge Court, Las Vegas, Nevada;
- 16 b) real property obtained in or about November 2018 that is located at 10550
17 West Alexander Road, Unit 2130, Las Vegas, Nevada;
- 18 c) real property obtained in or about June 2020 that is located at 8956
19 Aurora Bay Court, Las Vegas, Nevada;
- 20 d) real property obtained in or about January 2021 that is located at 9303
21 Gilcrease Avenue, Unit 1, Las Vegas, Nevada;
- 22 e) real property obtained in or about February 2021 that is located at 9522
23 Michelle Falls Avenue, Las Vegas, Nevada;
- 24 f) real property located at 4016 English Lavender Avenue, Law Vegas,
25 Nevada;
- 26 g) a 2012 Rolls-Royce Ghost;
- 27 h) a 2015 Chevrolet Suburban; and
- 28 i) a 2016 Rolls-Royce Wraith.

1 136. On information and belief, Brittany transferred her interest in some or all of
2 this real estate into revocable living trusts to fraudulently shield them from Brittany's
3 liabilities. Such trusts are alter egos of Brittany.

4 137. On information and belief, Marcello transferred his interest in some or all of
5 this real estate into trusts to fraudulently shield them from Marcello's liabilities. Such trusts
6 are alter egos of Marcello.

7 **VI. Brittany Engaged in a Scheme, Plan and Pattern to cause Serious Harm to**
8 **Plaintiffs Following the Termination of their Relationship**

9 138. Each Plaintiff terminated their respective relationships with Brittany in or
10 about January 2021.

11 139. Promptly after Plaintiff's relationship with Brittany was terminated, Brittany
12 began actively sabotaging Plaintiffs' income streams from OnlyFans as well as Plaintiffs'
13 overall reputations and careers.

14 140. For example, Brittany refused to turn over the passwords and control of
15 Plaintiffs' respective accounts on the OnlyFans Website and Instagram. Instead, Brittany
16 removed all content from these pages and replaced them with content from other women
17 Brittany claimed to be managing.

18 141. Ultimately, Plaintiffs regained control and access to their accounts on the
19 OnlyFans Website. Only at that point did Plaintiffs become aware of how much money they
20 had earned and how much Brittany had wrongfully taken from them.

21 142. Plaintiffs were unable to get their Instagram accounts back or were unable to
22 use them after Brittany targeted and sabotaged them via mass false reporting.

23 143. On information and belief, Brittany raised the rent on the townhouse she
24 owned where Plaintiff Hanford was living, and changed the requirements and methods of
25 payment for rent to make it impossible for Hanford to make the payments so she could evict
26 Hanford in retaliation for leaving Brittany and regaining access to her OnlyFans account.

27 144. When Brittany realized that Plaintiff Colvin was attempting to gain access to
28 her OnlyFans account she showed up at the house where she was living, starting banging on

1 the door and yelling to see Colvin. This made Colvin fearful to return to that house after a trip
2 and so she wrote the management company of the house, owned by Brittanya, informing them
3 she was afraid to return and would leave the key for them to pick up.

4 145. Around the same time Brittanya attempted to call and text Colvin. When
5 Colvin blocked Brittanya's number she texted her from another number and threatened to sue
6 her for at least one million dollars if she "messed with any of her accounts."

7 146. Not only did Brittanya steal money from Plaintiffs' but through her targeted
8 retaliation campaign she made it impossible for Plaintiffs to even use the OnlyFans or
9 Instagram accounts created at this time in the way they would like to without her coercion and
10 control. Instead, both Plaintiffs were forced abruptly from their living situations, now
11 homeless, with little money, and unable to make money with the OnlyFans and Instagram
12 accounts Brittanya sabotaged, and having to start completely over after being traumatized and
13 exploited.

14 **COUNT I**
15 **VIOLATING 18 U.S.C. §§ 1591(A)(1) AND 1595 BY PERPETRATING SEX**
16 **TRAFFICKING**
(against Brittanya Razavi)

17 147. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
18 incorporated here.

19 148. Brittanya knowingly used the instrumentalities and channels of interstate and
20 foreign commerce to facilitate violations of 18 U.S.C. § 1591(a)(1), occurring within the
21 territorial jurisdiction of the United States and Las Vegas, Nevada.

22 149. Brittanya's conduct was in or affecting interstate or foreign commerce for
23 purposes of the TVPA.

24 150. Brittanya knowingly recruited, enticed, harbored, transported, provided,
25 obtained, advertised, maintained, patronized, and/or solicited Plaintiffs for the purpose of
26 causing them to engage in commercial sex acts, through the use of fraud, and/or coercion,
27 pursuant to 18 U.S.C. § 1591(a).

28 151. Brittanya, through fraud and coercion, caused the Plaintiffs to engage in

1 commercial sex acts that she exploited on the Internet for profit, including on OnlyFans.

2 152. Brittanya groomed and fraudulently induced the Plaintiffs to engage in
3 commercial sex acts at her direction and for her profit.

4 153. Brittanya coerced and defrauded the Plaintiffs into engaging in commercial sex
5 acts against their will for her profit. Such acts in furtherance of this scheme include but are
6 not limited to:

7 154. Grooming Plaintiffs by bringing them into her home to stay with her while they
8 were in extremely vulnerable circumstances, calling them family, using the influence of her
9 celebrity status to promise them fame and fortune, and making them think she was doing them
10 favors by securing them housing in properties she owned;

11 155. Isolating and controlling Plaintiffs by moving them into homes she owned,
12 including moving Plaintiff Colvin from out-of-state;

13 156. Exerting undue influence and control over the Plaintiffs by creating OnlyFans
14 accounts using their government documents but not allowing them access to the accounts;

15 157. Purchasing and providing alcohol to coerce them into doing commercial sex
16 acts against their will;

17 158. After grooming Plaintiffs, isolating them, gaining their trust, and using her
18 celebrity status to promise them fame and fortune, Brittanya used this influence to constantly
19 pressure Plaintiffs into doing sex acts they were not comfortable with;

20 159. Using fraud to induce the Plaintiffs into performing commercial sex acts by
21 promising they would receive 50% of the profits for these acts when in reality Brittanya never
22 intended to, and did not, pay them these profits for the acts.

23 160. Brittanya used excessive amounts of alcohol to facilitate the rape of Plaintiff
24 Colvin that she recorded, or instructed others to record on her behalf, then distributed the
25 recorded abuse for profit without Colvin's knowledge or consent.

26 161. Brittanya and the OnlyFans Defendants established a venture that allowed her
27 (and OnlyFans) to profit from the sex trafficking of Plaintiffs on the OnlyFans website.

28 162. Brittanya's conduct has caused Plaintiffs "serious harm," including, without

1 limitation, physical, psychological, financial, and reputational harm.

2 163. As a direct and proximate result of the actions of Brittany, Plaintiffs have been
3 injured in an amount in excess of \$15,000.00, the exact amount to be proven at the time of
4 trial.

5 **COUNT II**
6 **VIOLATING 18 U.S.C. §§ 1591(A)(1) AND 1595 BY PERPETRATING SEX**
7 **TRAFFICKING**
(against Razavi Defendants)

8 164. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
9 incorporated here.

10 165. Marcello, DG Media, Meow Gang, together with Brittany, knowingly
11 recruited, enticed, harbored, transported, provided, obtained, advertised, and maintained
12 Plaintiffs, knowing or in reckless disregard of the fact that fraud, and/or coercion were being
13 used to induce Plaintiffs to engage in commercial sex acts, particularly through psychological
14 manipulation, control of Plaintiffs' living situation, the use of alcohol, and deception about
15 the nature of the Razavi Defendants' control over and profits from Plaintiffs' commercial sex
16 acts

17 166. Marcello, DG Media, and Meow Gang knew that their conduct was in or
18 affected interstate and/or foreign commerce.

19 167. Marcello, DG Media, and Meow Gang's conduct has caused Plaintiffs serious
20 harm, including physical, psychological, financial, and reputational harm.

21 168. Accordingly, Defendants violated 18 U.S.C. § 1591(a)(1), and Plaintiffs are
22 entitled to sue them under § 1595(a).

23 **COUNT III**
24 **VIOLATING 18 U.S.C. §§ 1591(A)(2) AND 1595 BY BENEFITING FROM SEX**
25 **TRAFFICKING**
(against all Defendants)

26 169. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
27 incorporated here.

28 170. Through the revenue derived from Plaintiffs' OnlyFans accounts, Brittany,

1 Marcello, DG Media, Meow Gang knowingly benefited from participating in the sex
2 trafficking venture they orchestrated.

3 171. OnlyFans Defendants knew that Razavi Defendants, rather than Plaintiffs,
4 were controlling Plaintiffs' OnlyFans accounts because including, but not limited to, the fact
5 that the payment information OnlyFans directed payment to did not match the IDs of the
6 Plaintiffs and instead matched the information of well-known creator on their website
7 Brittanya Razavi. This violated their Terms of Service.

8 172. Additionally, OnlyFans was put on direct notice by the Reporter, another
9 victim of Razavi, that she was controlling accounts of other women, denying them access to
10 their own accounts opened with their IDs and social security numbers, receiving payments
11 from these accounts into her own bank accounts, and stealing these funds.

12 173. OnlyFans was put on notice by the Reporter prior to the Plaintiffs reaching out
13 to OnlyFans, yet OnlyFans did not investigate and did not stop Razavi's exploitation of
14 Plaintiffs but instead continued to profit from it

15 174. Through the revenue derived from OnlyFans accounts depicting Plaintiffs, but
16 controlled by Razavi, the OnlyFans Defendants knowingly benefited from participating in
17 what they knew, recklessly disregarded, or should have known was a sex trafficking venture.

18 175. Defendants knew that their conduct was in or affected interstate and/or foreign
19 commerce.

20 176. Defendants' conduct has caused Plaintiffs serious harm, including physical,
21 psychological, financial, and reputational harm.

22 177. Accordingly, Defendants have violated 18 U.S.C. §§ 1591(a)(2) and 1595(a)
23 and Plaintiffs are entitled to sue them under § 1595(a).

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COUNT IV
VIOLATING 18 U.S.C. §§ 1594 AND 1595 BY BENEFITING FROM SEX
TRAFFICKING
(against all Defendants)

178. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully incorporated here.

179. Marcello, DG Media, and Meow Gang facilitated and profited from the exploitation of Plaintiffs by Brittanya.

180. Marcello witnessed and assisted Brittanya in her use of fraud and coercion to induce Plaintiffs into performing commercial sex acts.

181. DG Media and Meow Gang are upon information and belief, owned and operated by Marcello and Brittanya, and therefore knowingly benefited from participating in what they knew, recklessly disregarded, or should have known was a sex trafficking venture.

182. OnlyFans Defendants, conspired with Razavi Defendants, by agreement or understanding, to further their unlawful plan and/or purpose to induce Plaintiffs to engage in commercial sex acts through fraud and coercion.

183. OnlyFans Defendants committed overt acts in furtherance of the agreement or understanding with Individual Defendants to profit from a sex trafficking venture by, including but limited to:

184. Allowing Razavi Defendants to violate OnlyFans terms of service and receive payment through Plaintiffs' OnlyFans accounts;

185. Allowing Razavi Defendants to control OnlyFans accounts under the Plaintiffs names and information against OnlyFans terms of service;

186. After being put on actual notice that Razavi Defendants were controlling the OnlyFans accounts of other creators, OnlyFans took no measures to investigate or halt this activity, and has allowed Razavi Defendants to continue to operate on OnlyFans to harm Plaintiffs;

187. Allowing Razavi Defendants to violate OnlyFans terms of service and issue false reports against Plaintiffs' OnlyFans accounts in retaliation for Plaintiffs escaping the

1 Razavi Defendants control;

2 188. OnlyFans Defendants knowingly benefitted from participating in a venture
3 with the Razavi Defendants' that they knew, recklessly disregarded, or should have known
4 was a sex trafficking venture.

5 189. Defendants knew that their conduct was in or affected interstate and/or foreign
6 commerce.

7 190. Defendants' conduct has caused Plaintiffs serious harm, including physical,
8 psychological, financial, and reputational harm.

9 191. Accordingly, Defendants have violated 18 U.S.C. §§ 1594 and 1595(a) and
10 Plaintiffs are entitled to sue them under § 1595(a).

11
12 **COUNT V**
13 **CONSPIRACY TO COMMIT VIOLATION OF THE TRAFFICKING VICTIMS**
14 **PROTECTION ACT**
15 **(18 U.S.C. § 1594)**

16 (By Plaintiffs Against All Defendants)

17 192. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
18 incorporated here.

19 193. Marcello, DG Media, Meow Gang and OnlyFans conspired with Brittany, by
20 agreement or understanding, to further Brittany's unlawful plan and/or purpose to violate 18
21 U.S.C. §§ 1591 and 1595 by sex trafficking Plaintiffs and benefitting from the sex trafficking
22 of the Plaintiffs.

23 194. Marcello, DG Media, and Meow Gang committed overt acts in furtherance of
24 the agreement or understanding by knowingly facilitating Brittany's use of fraud and
25 coercion to sexually exploit the Plaintiffs on the OnlyFans website

26 195. The OnlyFans Defendants committed overt acts in furtherance of the
27 agreement or understanding by allowing Brittany to violate its Terms of Service and set up
28 her payment information on OnlyFans' accounts under the Plaintiffs names. OnlyFans
provided the means for Brittany to advertise the Plaintiffs for commercial sex acts (which

1 she had induced through fraud and coercion) and to profit from the Plaintiffs' exploitation via
2 OnlyFans subscribers, and OnlyFans took a 20% cut of these profits.

3 196. Marcello, DG Media, Meow Gang and OnlyFans's conspired to benefit from
4 a venture with Brittanya that they knew, recklessly disregarded, or should have known was
5 sex trafficking. These Defendants' participation in the furtherance of Brittanya's illegal sex
6 trafficking plan and/or purpose was intentional and/or willful.

7 197. Marcello, DG Media, Meow Gang and OnlyFans conspired with Brittanya
8 through their affirmative acts and profited from Brittanya forcing and/or coercing Plaintiffs to
9 engage in commercial sex acts.

10 198. Defendants' conduct has caused Plaintiffs serious harm, including, without
11 limitation, physical, psychological, financial, and reputational harm.

12 199. As a direct and proximate result of the actions of the Defendants, and each of
13 them, Plaintiffs have been injured in an amount in excess of \$15,000.00, the exact amount to
14 be proven at the time of trial.

15 **COUNT VI**
16 **FRAUD/MISREPRESENTATION**
(By All Plaintiffs Against All Defendants)

17 200. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
18 incorporated here.

19 201. Brittanya falsely represented to Plaintiffs that she would take a fifty percent
20 (50%) management commission in exchange for Brittanya's assistance in creating, promoting
21 and exploiting Plaintiffs' content on the OnlyFans Website and Plaintiffs would receive the
22 other 50% of profits incurred via the OnlyFans profiles created using Plaintiffs' identities.

23 202. Brittanya knew and/or believed these representations were false when she
24 made them.

25 203. Brittanya's misrepresentations were made with the intent to:

26 204. induce Plaintiffs into allowing Brittanya to set up and control their accounts
27 with OnlyFans and;

28 205. coerce Plaintiffs into engaging in commercial sex acts.

206. Plaintiffs justifiably relied upon Brittanya’s misrepresentations. In particular, Plaintiffs believed Brittanya’s misrepresentations and, as a direct result, allowed Brittanya to set up and control their accounts with OnlyFans.

207. After gaining such access, Defendants, and each of them, wrongfully placed all money paid out by Plaintiffs' accounts with OnlyFans directly into Defendants' own bank accounts.

208. As a direct and proximate result of the actions of the Defendants, and each of them, Plaintiffs have been injured in an amount in excess of \$15,000.00, the exact amount to be proven at the time of trial.

209. The acts of the Defendants, and each of them, were done willfully, with malice and oppression, and with a conscious disregard for Plaintiffs' rights and, therefore, Plaintiffs are entitled to recover punitive damages in an amount deemed appropriate to punish the Defendants, and each of them, for their wrongful and egregious conduct.

COUNT VII CONVERSION

(By All Plaintiffs Against All Defendants)

210. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully incorporated here.

211. Plaintiffs were entitled to the money earned and paid from their accounts with OnlyFans.

212. Defendants, and each of them, substantially interfered with Plaintiffs' property by knowingly and intentionally taking possession of their money directly from OnlyFans.

213. Plaintiffs did not consent to Defendants taking their money.

214. Defendants' conduct was in derogation, exclusion and/or defiance of Plaintiffs' title and/or rights in the personal property.

215. As a direct and proximate result of the actions of the Defendants, and each of them, Plaintiffs have been injured in an amount in excess of \$15,000.00, the exact amount to be proven at the time of trial.

216. The acts of the Defendants, and each of them, were done willfully, with malice

1 and oppression, and with a conscious disregard for Plaintiffs' rights and, therefore, Plaintiffs
2 are entitled to recover punitive damages in an amount deemed appropriate to punish the
3 Defendants, and each of them, for their wrongful and egregious conduct.

4 **COUNT VII**
5 **UNJUST ENRICHMENT**
6 (By All Plaintiffs Against All Defendants)

7 217. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
8 incorporated here.

9 218. Defendants have been unjustly enriched by retaining the money of Plaintiffs
10 against the fundamental principles of justice or equity, and good conscience, all to the
11 detriment of Plaintiffs.

12 219. As a direct and proximate result of the actions of the Defendants, and each of
13 them, Plaintiffs have been injured in an amount in excess of \$15,000.00, the exact amount to
14 be proven at the time of trial.

15 220. The acts of the Defendants, and each of them, were done willfully, with malice
16 and oppression, and with a conscious disregard for Plaintiffs' rights and, therefore, Plaintiffs
17 are entitled to recover punitive damages in an amount deemed appropriate to punish the
18 Defendants, and each of them, for their wrongful and egregious conduct.

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COUNT VIII
BREACH OF CONTRACT
(By All Plaintiffs Against All Defendants)

221. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully incorporated here

222. In the alternative to the First through Fourth Causes of Action, each Plaintiff individually entered into a valid and enforceable contract with Brittanya.

223. Under the terms of the contract, Brittanya would manage each Plaintiff's account with OnlyFans in return for a fifty percent (50%) management commission.

224. Each Plaintiff did all of the material things the contract required her to do, and/or was excused of her obligation to do so.

225. Brittanya failed to abide by her obligations under the contract, which was a material breach of the contract. In particular, Brittanya in conjunction with the other Defendants wrongfully took money from Plaintiffs that were not due to Defendants under the contract and/or withheld money from the Plaintiffs that was rightfully due to the Plaintiffs under the contract.

226. The Plaintiffs entered a valid and enforceable contract with OnlyFans when OnlyFans used their government IDs and social security numbers to create OnlyFans accounts. This was ratified when OnlyFans restored these accounts to the Plaintiffs control upon their request.

227. Each Plaintiff did all of the material things the contract required her to do, and/or was excused of her obligation to do so.

228. OnlyFans failed to abide by their obligations under the contract, which was a material breach of the contract. In particular, OnlyFans paid Brittanya instead of Plaintiffs for profits incurred by the OnlyFans accounts created under Plaintiffs names, failed to recover or restore these profits to Plaintiffs, and allowed Brittanya to make false reports (including upon information and belief bad faith DMCA reports) against their accounts with no recourse, or investigation, or penalty to Brittanya.

229. That as a direct and proximate result of the actions of Brittanya, Plaintiffs have

1 been injured in an amount in excess of \$15,000.00, the exact amount to be proven at the time
2 of trial.

3 **COUNT IX**
4 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR**
5 **DEALING**

(By All Plaintiffs Against All Defendants)

6 230. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
7 incorporated here.

8 231. In the alternative to the First through Fourth Causes of Action, Nevada law
9 provides that in every contract and agreement there is an implied covenant of good faith and
10 fair dealing.

11 232. Each Plaintiff did all of the significant things that her contracts required her to
12 do, and/or was excused from having to do those things.

13 233. Defendants owed a duty of good faith to the Plaintiffs.

14 234. Defendants breached their duty of good faith by wrongfully taking monies
15 from the Plaintiffs in a manner that was unfaithful to the purpose of the contract.

16 235. As a direct and proximate result of the actions of Defendants, Plaintiffs have
17 been injured in an amount in excess of \$15,000.00, the exact amount to be proven at the time
18 of trial.

19 **COUNT X**
20 **ALTER EGO ALLEGATIONS**
(Plaintiffs against All Defendants)

21 236. Plaintiffs reallege and incorporate by reference all prior paragraphs as if fully
22 incorporated here.

23 237. Upon information and belief, at all relevant times herein, Defendants, and each
24 of them including DOES 1-10, were the agent, representative, servant, independent contractor,
25 subcontractor, partner, joint venture, alter ego, successor in interest, affiliate, parent and/or
26 subsidiary, employee and/or franchise of each of the remaining Defendants, and each of them
27 herein, and were at all times acting within the purpose and scope of said agency, service,
28 employment, partnership, joint venture, parent/subsidiary, and franchise as such and with the

1 express and/or implied permission, knowledge, consent, and ratification of all other said
2 Defendants.

3 238. Upon information and belief, at all relevant times herein, Defendants, and each
4 of them including DOES 1-10, were the alter egos of each of the other Defendants named
5 herein.

6 239. Upon information and belief, at all relevant times herein, Defendants, and each
7 of them including DOES 1-10, acted in concert and with such a unity of interest, ownership,
8 and control that their separate corporate identities are a sham and should be disregarded and
9 each should be held legally responsible for the conduct of the others.

10 240. Upon information and belief, at all relevant times herein, DG Media and Meow
11 Gang were inadequately capitalized and failed to abide by the formalities of corporate
12 existence. Upon information and belief, at all relevant times herein, Brittany, Marcello and
13 DOES 1-10, and each of them, used DG Media and Meow Gang's assets as their own.

14 241. Upon information and belief, at all relevant times herein, Defendants, and each
15 of them, were, as applicable, the principal, owner, director, officer, managing member,
16 shareholder, member, central figure, and/or representative of DG Media and Meow Gang, and
17 that they authorized, approved, directed, controlled, ratified, participated in, instigated, and/or
18 was otherwise the moving, active, central, and/or conscious force of figure behind the
19 unlawful activity alleged herein.

20 242. Upon information and belief, at all relevant times herein, DG Media and Meow
21 Gang were the alter ego of Brittany, Marcello and DOES 1-10 (and vice-versa) because there
22 was a unity of interest and ownership between them, such that their separate personalities no
23 longer existed and any failure to disregard the corporate form would result in a fraud or
24 injustice.

25 243. Upon information and belief, at all relevant times, Defendants and DOES 1-10
26 acted as the principal, agent, and/or representatives of each other. Any action by one of them
27 was within the course and scope of the agency relationship between them and was with the
28 permission, ratification, and/or authorization of each other.

- 3) A finding of an alter ego between DG MEDIA & ENTERTAINMENT GROUP, INC. and MARCELLO RAZAVI, thus piercing the corporate veil;
- 4) For compensatory damages in an amount in excess of \$15,000.00;
- 5) For punitive damages in an amount as deemed appropriate to punish or set an example of Defendants;
- 6) Requiring restitution and disgorgement of all profits and unjust enrichment obtained as a result of Defendants' unlawful conduct;
- 7) For interest on all sums according to law;
- 8) For attorneys' fees;
- 9) For costs of suit incurred herein; and
- 10) For such other and further relief as the Court deems just and proper.

Dated this 14th day of August, 2024.

/s/ Jason D. Guinasso

Jason D. Guinasso (SBN #8478)

Benjamin W. Bull
Peter A. Gentala
Dani Bianculli Pinter
Christen M. Price
NATIONAL CENTER ON SEXUAL
EXPLOITATION

ELECTRONIC CERTIFICATE OF SERVICE

Pursuant to FRCP 5(b), I hereby certify that on this 14th day of August, 2024, a true and correct copy of the foregoing **SECOND AMENDED COMPLAINT** was electronically filed with the United States District Court. Electronic service of the foregoing document shall be made in accordance with the Master Service List as follows:

Nicholas Crosby Marquis & Aurbach 1001 Park Run Drive Las Vegas, NV 89145 ncrosby@maclaw.com <i>Attorneys for Defendants DG Media & Entertainment Group, Meow Gang Production Studios, Inc., Brittanya Razavi, and Marcello Razavi</i>	Patricia K. Lundvall McDonald Carano LLP 2300 W. Sahara Ave. Suite 1200 Las Vegas, NV 89102 lundvall@mcdonaldcarano.com Marshall M. Searcy, III Quinn Emanuel Urguhart & Sullivan 865 S. Figueroa Street 10 th Floor Los Angeles, CA 90017 marshallsearcy@quinnemanuel.com <i>Attorneys for Defendant Fenix International Limited</i>
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/s/ B. Francis _____