

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Stephanie Bowick

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Attorneys for Plaintiff
JANE DOE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JANE DOE, an individual,
Plaintiff,

vs.

UNRULY AGENCY LLC, a California
Limited Liability Company; BEHAVE
AGENCY LLC, a Delaware Limited Liability
Company; and DOES 1-10,
Defendant.

CASE NO: 21STCV26060

COMPLAINT FOR:

- 1. VIOLATION OF RIGHT TO PRIVACY: DISTRIBUTION OF PRIVATE SEXUAL MATERIALS**
- 2. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**
- 3. NEGLIGENCE**
- 4. FRAUD IN THE INDUCEMENT**
- 5. NEGLIGENT INTERFERENCE WITH ECONOMIC RELATIONS**
- 6. VIOLATION OF SECTION 17200**
- 7. DECLARATORY RELIEF**

1 Plaintiff Jane Doe (“Plaintiff”), by and through her undersigned attorneys, submits this
2 Complaint against Defendant Unruly Agency LLC (“Unruly”) and Behave Agency LLC
3 (“Behave”) (collectively, “Defendants”) and in support thereof, avers as follows:

4 **INTRODUCTION**

5 1. Defendants Unruly and Behave, would-be talent agencies for Instagram and
6 Only Fans models, are engaged primarily in the sexual exploitation of young women through
7 time-tested methods of coercion, control, humiliation, and abuse.

8 2. Defendants entice aspiring models to join their “agency”¹ with flattery and
9 grandiose promises of income, protection, and peace of mind, but in reality, Unruly and Behave
10 are a menace to the young women they claim to support, threatening models like Jane Doe with
11 humiliation and financial ruin if they ever choose to leave Defendants’ complete control.

12 3. In this way, Unruly and Behave are modern day pimps, operating in the shadows
13 of the cloistered COVID economy. This case brings to light Defendants’ mistreatment of one of
14 their victims, who seeks remuneration and equity.

15 **JURISDICTION AND VENUE**

16 4. This Court has jurisdiction over this action because all parties reside in, are
17 incorporated in, have their main place of business in, or conduct business in the State of
18 California, and a substantial portion of the acts, omissions, events and transactions alleged
19 herein occurred within the State of California, County of Los Angeles.

20 5. At all times mentioned in this complaint, Plaintiff was and is an individual
21 residing in the County of Los Angeles and the State of California. Jane Doe is a fictitious name
22 to protect the privacy and anonymity of the victim pursuant to California Civil Code § 1708.85,
23 which allows a party to bring a private cause of action using a pseudonym against any person
24 who, without consent, intentionally distributes intimate or sexual imagery of a person where
25 there was a reasonable expectation that the material would remain private and there is some
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27 _____
28 ¹ Neither are properly registered as a talent agency under state law.

1 harm (including, for example, loss of reputation, shame, hurt feelings and damage to profession
2 or occupation).

3 6. Defendant Behave Agency was and is, and at all times mentioned in this
4 Complaint, a limited liability company organized under Delaware law, doing business in the
5 County of Los Angeles and the State of California, with an office located in the County of Los
6 Angeles.

7 7. Plaintiff is informed and believes, and thereupon alleges that Unruly Agency was
8 and is, and at all times mentioned in this Complaint, a limited liability company organized and
9 existing under and in accord with California law, legally qualified to do business and lawfully
10 doing business in the County of Los Angeles and the State of California, with an office located
11 in the County of Los Angeles.

12 8. Plaintiff does not know the true names or capacities of the Defendants whom it
13 now sues as DOES 1 through 10, inclusive, and therefore sues them in this Complaint under
14 fictitious names. Plaintiff will allege these Defendants' true names and capacities, after
15 obtaining leave of court if necessary, when ascertained.

16 9. At all times relevant hereto, each of the defendants sued herein, including Does 1
17 through 10, acted in concert with, and/or was the agent, partner, affiliate, joint-venturer, co-
18 conspirator, aider and abettor, servant, representative, or employee of each of the other
19 defendants and was at all times acting with and within the course and scope of their authority as
20 such, each with the permission and consent of his, her, or its co-defendants.

21 **FACTS COMMON TO ALL CAUSES OF ACTION**

22 10. Jane Doe is a twenty-one year old model who earns a living producing,
23 marketing, and selling content on various online platforms. Ms. Doe is not a native English
24 speaker and is not proficient in English.

25 11. Ms. Doe's primary income is earned through the website www.OnlyFans.com
26 ("OnlyFans"), through which she has been earning income since March 2020.

1 12. OnlyFans is a monetizable website for interpersonal interaction that has
2 experienced spike in popularity attributed to lockdowns attendant to the COVID-19 pandemic.
3 OnlyFans allows for models to interact with “fans” who pay for monthly subscriptions and other
4 fees to access accounts like that of Plaintiff.

5 13. Ms. Doe’s OnlyFans account has at all times featured a “Main Page” accessible
6 to the public that serves as a platform to engage users and develop a personalized interaction
7 with Ms. Doe. Importantly, Ms. Doe’s Main Page does not include any nude images.

8 14. Rather, the Main Page is a way to develop personal relationships with users so
9 that they will be interested in subscribing to Ms. Doe’s “VIP Content,” which contains more
10 personalized interactions and the ability for users to pay for more explicit content.

11 15. The VIP Content, including nude images, are only provided to certain fans who
12 pay a premium, based on terms pre-negotiated by the model. In exchange for hosting fan pages
13 like Ms. Doe’s, OnlyFans takes a 20% fee of Ms. Doe’s gross earnings.

14 **DEFENDANTS’ RELATIONSHIP WITH JANE DOE**

15 16. Despite their names, Defendants Behave Agency and Unruly Agency are not
16 licensed talent agencies. However, they hold themselves out as agencies that represent talent
17 and act as agents of talent. Unruly Agency, which typically manages models with millions of
18 social media followers, is described as the “parent agency” of Behave Agency, which manages
19 models with smaller but substantial followings. In practice, Unruly Agency and Behave
20 Agency operate as a single unit, with the same agents, contact people, events, and social medial
21 channels.

22 17. Defendants’ operate in this manner to facilitate their scheme to manipulate
23 young women for their own pecuniary gain. Both agencies deal exclusively with models like
24 Jane Doe who have already generated a following online on their own, and both use the same
25 sordid playbook.
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STEP ONE: BUILD TRUST

18. Given the growth of Ms. Doe’s OnlyFans page and Unruly’s fame as an agency, Ms. Doe initially contacted Unruly to inquire about their services. The person that responded to her initial contact, “Tony” (who never disclosed his last name to Ms. Doe), represented himself as the “Head of Talent of Unruly/Behave.”

19. Even though Ms. Doe sought representation from Unruly Agency, Tony told Ms. Doe that Unruly Agency and Behave Agency were the same agency and referred to the entities as the Behave/Unruly Agency. On or around January 12, 2021, Ms. Doe agreed to give Behave/Unruly Agency 25% gross commission on top of the 20% already charged by Only Fans.

STEP TWO: TAKE CONTROL

20. On January 22, 2021, Defendants began to take control of Ms. Doe’s accounts. Ms. Doe was told to produce content independently and share it with Defendants on an online platform designed to store content (Google Drive). In exchange for access to these materials, Defendants agreed to post content on behalf of Ms. Doe’s at Ms. Doe’s direction. Defendants were responsible for maintaining the OnlyFans account and responding to hundreds of daily messages from her fans.

21. Unbeknownst to Ms. Doe, and without her knowledge or consent, Defendants used their access to her OnlyFans account to modify her payment settings so that all money Ms. Doe earned on the platform was directly routed to Defendants’ bank accounts, instead of continuing to be routed Ms. Doe’s bank account.

22. Without Ms. Doe’s permission or knowledge, Defendants took control and possession of all of Ms. Doe’s money that was originally in her own control and possession, and they exercised complete and arbitrary control over how much they kept for themselves, as well as when and whether Ms. Doe was paid. At all times, Unruly Agency and Behave Agency acted in the same capacity, with the same employees and representatives.

1 23. Defendants controlled *all* of Ms. Doe’s earnings and kept these in their own bank
2 accounts leaving Ms. Doe without access to her own money, or even an accounting of what she
3 made and what Defendants took for themselves.

4 24. When Ms. Doe questioned Defendants’ practices and demanded to be paid,
5 Defendants told her that they would take their cut of Ms. Doe’s gross earnings on the 20th of
6 every month, but would not pay Ms. Doe until whenever they felt like. In the meantime, Ms.
7 Doe’s earnings would remain in Defendants’ bank account, which Ms. Doe could not access.

8 25. There was no reason for Defendants to reroute Ms. Doe’s earnings directly to
9 their own bank account and implement a payment practice of whereby they (the service
10 provider) paid Ms. Doe other than to exert control over Ms. Doe, remove any control or power
11 Ms. Doe had in the relationship, and make it difficult for Ms. Doe to get out of the business
12 relationship.

13 **STEP THREE: EXPLOITATION**

14 26. Since Ms. Doe started her OnlyFans account in March 2020, Ms. Doe had never
15 posted any images containing nudity on her Main Page. It was important to Ms. Doe that her
16 Main Page never contained full nudity, for both personal and commercial reasons. Ms. Doe
17 emphasized this to Defendants in communications when Defendants began their services, where
18 she reminded them not to post explicit content to her Main Page.

19 27. On the afternoon of February 2, 2021, without Ms. Doe’s knowledge or
20 permission, Defendants published to Ms. Doe’s OnlyFans “main page” a two-minute-long video
21 of Ms. Doe disrobing, exposing her bare breasts and showing Ms. Doe fully nude from behind.
22 (the “Illicit Video”). Ms. Doe’s face is visible throughout the video.

23 28. The Illicit Video was promptly downloaded and shared by Ms. Doe’s fanbase,
24 who would ordinarily have to pay a premium for content like the Illicit Video. Viewers
25 downloaded the Illicit Video because of Defendants’ posting of the video, and proceeded to
26 republish it to dozens of third-party websites within mere minutes of the publication. The Illicit
27 Video has, and still is, widespread on the Internet.

1 29. Ms. Doe notified Defendants about the Illicit Video as soon as she became aware
2 of it, but Defendants did nothing to remediate the damage they themselves caused as a result of
3 their distribution of sexually explicit materials without Ms. Doe's consent, in some instances
4 openly treating Ms. Doe with contempt and ridicule. Defendants told Ms. Doe to hire her own
5 third-party company to remove the Illicit Video from the internet.

6 30. The distribution of the Illicit Video caused irreparable damage to Ms. Doe in
7 numerous aspects of her life. First, the publication of the Illicit Video was detrimental to Ms.
8 Doe's business on OnlyFans, since the Illicit Video reduced demand for premium content
9 (which was provided to fans free of charge by Defendants). In this regard, Ms. Doe received
10 messages from her fans asking her what the difference between the free Illicit Video and the
11 VIP content is, because the distribution of the Illicit Video gave no reason for fans to pay for
12 VIP Content (since fans can access it for free on the Main Page).

13 31. The real damage, however, was personal, in terms of Ms. Doe's distressed
14 begging for assistance from Defendants, which was ignored, mocked, and smacked away at
15 every opportunity. Defendants' callous disregard for Ms. Doe's privacy and business
16 relationships was shocking and humiliating to Ms. Doe. Ms. Doe was so distraught that she
17 began treatment for depression soon after Defendants' unlawfully distributed the Illicit Video.

18 32. On or around March 18, 2021, after Defendants' negligent handling of extremely
19 private sexual material, and complete disregard to remediating the damage they caused to Ms.
20 Doe, Ms. Doe notified Defendants that she no longer wanted to work with them.

21 **STEP FOUR: THREATS AND HUMILIATION**

22 33. Defendants were angry with Ms. Doe when she told them she no longer wanted
23 to continue their relationship. Defendants threatened financial ruin and even legal action
24 against Ms. Doe multiple times if she chose to end the relationship.

25 34. On or around the same time, Ms. Doe attempted to access the Google Drive
26 shared account with Defendants where she stored her private, sensitive, and sexually explicit
27 digital content for Defendants to access. However, Defendants changed the password to lock
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1 Ms. Doe out of the Google Drive account. As such, Ms. Doe could not retrieve her own private,
2 explicit, sensitive and private content (that she solely and exclusively owns), and she could not
3 delete the content on the Google Drive controlled exclusively by Defendants' without a Court
4 Order to prevent Defendants' use or distribution of the content.

5 35. About three days after Ms. Doe told Defendants she wanted out, on March 21,
6 2021, Defendants retaliated by publishing another private photograph of Ms. Doe without her
7 consent. This time, on a different model's page, and containing a caption that stated "Not Safe
8 For Work." On information and belief, the video was part of the materials provided to
9 Defendants on the Google Drive Ms. Doe can no longer access.

10 36. Ms. Doe never gave permission to Defendants or anyone to use this photograph,
11 was unaware that Defendants were continuing to use her photographs, and is not receiving any
12 money for the sales of the "Not Safe For Work" explicit version of the photograph.

13 37. Indeed, Defendants, who no longer have any relationship with Ms. Doe, are
14 continuing to profit off selling sexually explicit, nude photographs of Ms. Doe without her
15 authorization or knowledge, which warrants a preliminary injunction, among the other forms of
16 relief sought below.

17 **CLAIMS FOR RELIEF**

18 **FIRST CLAIM FOR RELIEF**

19 **(Violation of Right to Privacy: Distribution of Private Sexual Materials –**

20 **Against All Defendants)**

21 38. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
22 though fully set forth herein in their entirety.

23 39. Defendants intentionally distributed by posting online to the general public a
24 video recording of Plaintiff disrobing (the "Illicit Video").

25 40. Plaintiff did not consent to the distribution of the Illicit Video.
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1 41. Defendants knew that Plaintiff had a reasonable expectation that the Illicit Video
2 would not be distributed to the general public and disseminated on the internet and was only
3 intended for certain fans under certain circumstances.

4 42. The Illicit Video exposed the intimate body parts of Plaintiff, including her bare
5 and uncovered breasts.

6 43. As a result of Defendants' dissemination of the Illicit Video, Plaintiff was
7 harmed emotionally and monetarily in an amount to be proven at trial.

8 44. Defendants' dissemination of the Illicit Video, and Defendants' failure to
9 undertake any measure to assist Plaintiff in removing the Illicit Video from the internet was a
10 substantial factor in causing Plaintiff's harm.

11 **SECOND CLAIM FOR RELIEF**

12 **(Intentional Infliction of Emotional Distress - Against All Defendants)**

13 45. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
14 though fully set forth herein in their entirety.

15 46. Defendants' conduct, including but not limited to, obtaining exclusive control of
16 Plaintiffs' bank accounts, paying her arbitrary amounts at intervals of their choosing, obtaining
17 control of Plaintiff's and personal videos, as well as Defendants' dissemination of the Illicit
18 Video, and continued dissemination of private content are by any measure considered
19 outrageous conduct.

20 47. Defendants intended to cause Plaintiff emotional, mental, and psychological
21 distress, including, but not limited to, humiliation, shame, and guilt, so that they could damage
22 her self-esteem and continue to manipulate her into staying under their control.

23 48. Defendants also acted with reckless disregard of the probability that Plaintiff
24 would suffer emotional distress, knowing that Plaintiff would know that the conduct occurred,
25 and did nothing to ameliorate her concerns.

26 49. Plaintiff suffered severe emotional, mental, and psychological distress, including,
27 but not limited to, humiliation, shame, guilt, and is now being treated for clinical depression.
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1 50. Defendants' conduct was a substantial factor in causing Plaintiff's emotional
2 distress.

3 **THIRD CLAIM FOR RELIEF**

4 **(Negligence - Against All Defendants)**

5 51. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
6 though fully set forth herein in their entirety.

7 52. Defendants (at minimum) were negligent when disseminating the Illicit Video
8 because such dissemination did not adhere to Plaintiff's instructions, and was done out of a
9 failure to use any sort of care, particularly considering the sensitivity of the subject matter to
10 Ms. Doe and the harm such publication would do to Ms. Doe's livelihood.

11 53. Alternatively, Defendants acted with willful disregard for Plaintiff's instructions
12 because they simply did not deploy sufficient resources to disseminate Plaintiff's content in the
13 proper way.

14 54. As a result of the defendant's negligence, the plaintiff was harmed financially
15 and has suffered emotional distress.

16 55. Defendants' negligence was a substantial factor in causing Plaintiff's harm.

17 **FOURTH CLAIM FOR RELIEF**

18 **(Fraud in the Inducement - Against Behave Agency)**

19 56. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
20 though fully set forth herein in their entirety.

21 57. Defendants represented to plaintiff that she could leave their relationship at any
22 time.

23 58. Defendants' representations were false.

24 59. Defendants knew that the representations were false when they were made, or, at
25 the very least, made the representations recklessly and without regard for their truth.

26 60. Defendants intended that Plaintiff rely on the representation.

27 61. Plaintiff reasonably relied on the representation.
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1 62. Plaintiff was harmed.

2 63. Plaintiff's reliance on Defendants' representations was a substantial factor in
3 causing Plaintiff's harm.

4 **FIFTH CLAIM FOR RELIEF**

5 **(Negligent Interference of Economic Relations - Against All Defendants)**

6 64. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
7 though fully set forth herein in their entirety.

8 65. Plaintiff and her followers on OnlyFans were in an economic relationship that
9 probably would have resulted in a future economic benefit to Plaintiff.

10 66. Defendants knew of this relationship.

11 67. Defendants should have known that this economic relationship would be
12 disrupted if Defendants failed to act with reasonable care.

13 68. Defendants engaged in wrongful conduct by disseminating the Illicit Video.

14 69. Plaintiff's relationship with her followers on OnlyFans was disrupted as a result
15 of Defendants' conduct, causing plaintiff harm.

16 70. Plaintiff was harmed as a result of Defendants' conduct.

17 71. Defendants' wrongful conduct was a substantial factor in causing Plaintiff's
18 harm.

19 **SIXTH CLAIM FOR RELIEF**

20 **(Violation of California Business and Professions Code, Section 17200 –**
21 **Against All Defendants)**

22 72. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
23 though fully set forth herein in their entirety.

24 73. Defendants' conduct, as set forth above, constitutes "unfair competition" and
25 "unfair and fraudulent business practices" as defined under California Business and Professions
26 Code Sections 17200 *et seq.*

1 74. Defendants’ acts of unfair competition and unfair and fraudulent business
2 practices have caused and continued to cause irreparable injury to Plaintiff for which Plaintiff
3 has no adequate remedy at law.

4 **SEVENTH CLAIM FOR RELIEF**

5 **(Declaratory Relief)**

6 75. Plaintiff incorporates the allegations contained in the foregoing paragraphs as
7 though fully set forth herein in their entirety.

8 76. An actual controversy relating to the legal rights and duties of the parties exists
9 as to the economic relationship of the parties. Plaintiff contends than no economic relationship
10 exists, and that any such relationship, if it ever existed, was terminated, voided, annulled, and/or
11 rescinded by Defendant’s illegal conduct. Defendant contends that Plaintiff continues to owe
12 Defendants money well into the future.

13 77. An Order from the Court declaring the parties’ respective rights and obligation is
14 needed to resolve this dispute.

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PRAYER

Wherefore, Plaintiff prays for judgment against Defendants as follows:

1. For general and special damages in an amount to be proven at trial;
2. For punitive damages;
3. For attorneys' fees;
4. For rescission;
5. For a preliminary and permanent injunctive relief;
6. For pre-judgment interest and costs of suit; and
7. Any other relief the Court may deem appropriate.

Dated: July 15, 2021

TAULER SMITH LLP

By: 
Robert Tauler, Esq.
Attorney for Plaintiff,
Jane Doe

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Dated: July 15, 2021

TAULER SMITH LLP

By: _____



Robert Tauler, Esq.
Attorney for Plaintiff,
Jane Doe