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Twitch Interactive, Inc.

11  
12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA  
14 SAN FRANCISCO DIVISION

15  
16 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

17 Plaintiff,

18 v.

19 CRUZZCONTROL, an individual;  
20 CREATINEOVERDOSE, an individual,

21 Defendants.

Case No. 3:21-cv-07006

COMPLAINT FOR:

- (1) BREACH OF CONTRACT
- (2) FRAUD IN THE INDUCEMENT
- (3) UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200)

DEMAND FOR JURY TRIAL

22  
23 **I. INTRODUCTION**

24 1. Twitch Interactive, Inc. (“Twitch”) is one of the world’s leading services for  
25 content creators to stream content as part of a social, interactive community. Each month,  
26 millions of people come together to create their own entertainment: live, never-to-be repeated  
27 experiences created by the magical interactions of the many. In 2020, users watched over 1  
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1 trillion minutes of content, and Twitch.tv had 30 million average daily visitors. Twitch’s success  
2 is due in part to the measures it has taken to create a safe and accessible community for its  
3 millions of users.

4           2.       The safety of Twitch’s community is its top priority. For this reason, Twitch  
5 forbids harassment and threats on the Twitch Services. Its Terms of Service prohibit users from  
6 creating, uploading, transmitting, or streaming any content that is unlawful, defamatory, obscene,  
7 pornographic, harassing, threatening, abusive, or otherwise objectionable. As expressed in its  
8 Community Guidelines (“Guidelines”), Twitch does not tolerate hateful conduct and harassment.  
9 Twitch specifically bans “discrimination, denigration, harassment, or violence based on the  
10 following protected characteristics: *race, ethnicity, color, caste, national origin, immigration*  
11 *status, religion, sex, gender identity, sexual orientation, disability, serious medical condition, and*  
12 *veteran status.*” Twitch has “zero tolerance for hateful conduct . . . .”

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15           3.       Beginning in or about August 2021, Defendants began flooding Twitch streamers  
16 with hateful conduct. This type of targeted attack is known colloquially as a “hate raid.” These  
17 hate raids often target streamers from marginalized groups. Defendants attack these streamers by  
18 flooding their chats with bot-powered Twitch accounts that spew racist, sexist, and homophobic  
19 language and content.

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21           4.       Twitch took swift action against Defendants by suspending and eventually  
22 permanently banning Defendants’ known Twitch accounts. Defendants were undeterred. They  
23 evaded Twitch’s bans by creating new, alternate Twitch accounts, and continually altering their  
24 self-described “hate raid code” to avoid detection and suspension by Twitch.

25           5.       Defendants’ actions seriously harmed and will continue to harm the Twitch  
26 community. Streamers who were the victims of hate-raids experienced mental health issues, and  
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1 some have reported cutting back on streaming to avoid persistent harassment.<sup>1</sup> Members of the  
2 community have called on Twitch to prevent the raids.

3 6. Twitch expended significant resources investigating and banning Defendants, as  
4 well as implementing updated security measures intended to halt and prevent Defendants'  
5 unlawful actions.

7 7. Despite these efforts, Defendants' actions are ongoing—they continue to promote  
8 and engage in hate raids. If they are not stopped, Defendants will continue to harass and disrupt  
9 the Twitch community with hate raids.

10 8. Twitch brings this action to end Defendants' unlawful, fraudulent and highly  
11 offensive activities, enforce its contracts with Defendants, and hold Defendants accountable.

## 12 II. JURISDICTION

13 9. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C.  
14 § 1332(a), as there is complete diversity of citizenship between Twitch and Defendants and the  
15 amount in controversy exceeds \$75,000.

17 10. Venue is proper in this district under 28 U.S.C. § 1391 because a substantial part  
18 of the events or omissions giving rise to the claims occurred in this district. Defendants have  
19 repeatedly, knowingly, and intentionally accessed Twitch servers located in this district to  
20 undertake their unlawful activities. While accessing Twitch servers, Defendants engaged in  
21 systematic and continuous contacts with this district and targeted their wrongful acts at Twitch,  
22 which is headquartered in this district.

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<sup>1</sup> <https://www.washingtonpost.com/video-games/2021/08/25/twitch-hate-raids-streamers-discord-cybersecurity/>.

1 **III. INTRADISTRICT ASSIGNMENT**

2 11. Assignment to the San Francisco Division or Oakland Division is proper under  
3 Local Civil Rule 3-2(d) because Twitch is located in San Francisco County, and the events  
4 described herein giving rise to this lawsuit took place primarily in San Francisco County.  
5

6 **IV. THE PARTIES**

7 12. Twitch is a Delaware corporation with its principal place of business in San  
8 Francisco. Twitch operates the “Twitch Services,” which are the website available at  
9 <http://www.twitch.tv>, and its network of websites, software applications, and any other products  
10 or services offered by Twitch.

11 13. On information and belief, the Twitch user CruzzControl is an individual residing  
12 in Baarto, Netherlands. CruzzControl is responsible in whole or in part for the wrongful conduct  
13 alleged herein. CruzzControl operated and continues to operate accounts on the Twitch Services  
14 under aliases, including but not limited to CruzzControl, Zenobias\_goat, bamiblok, lexfannr1 and  
15 nirger. CruzzControl’s acts described in this Complaint were intentionally directed toward  
16 Twitch within this judicial district, subjecting CruzzControl to personal jurisdiction. Twitch will  
17 amend this Complaint if and when it uncovers CruzzControl’s legal name.  
18

19 14. On information and belief, the Twitch user CreatineOverdose is an individual  
20 residing in Vienna, Austria. CreatineOverdose is responsible in whole or in part for the wrongful  
21 conduct alleged herein. CreatineOverdose operated and continues to operate accounts on the  
22 Twitch Services under various aliases, including but not limited to CreatineOverdose,  
23 CreatineBanEvades, CreatineReturns, and CreatineReported. CreatineOverdose’s acts described  
24 in this Complaint were intentionally directed toward Twitch within this judicial district,  
25 subjecting him to personal jurisdiction. Twitch will amend this Complaint if and when it  
26 uncovers CreatineOverdose’s legal name.  
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1 15. Upon information and belief, each of the defendants was, at all times mentioned in  
2 this Complaint, acting as the agent, employee, or alter ego of every other defendant, and in doing  
3 the things mentioned herein, was acting within the course and scope of such agency, employment,  
4 or other relationship and with full knowledge and consent of each of the other defendants.  
5

## 6 V. FACTS

### 7 A. Twitch

8 16. Twitch is a real-time streaming video service where community members gather to  
9 watch, play, and chat about shared interests—predominantly video games, sports, and creative  
10 arts. Twitch was founded in 2011 and has been an Amazon subsidiary since 2014.

11 17. On Twitch, streamers (those Twitch users who share live content on the service)  
12 pursue their interests to engage and entertain their viewers. More than 7,000,000 unique  
13 streamers per month stream via Twitch’s service.  
14

15 18. Streamers work extensively to create and foster authentic, passionate, and loyal  
16 communities on Twitch. They do this in part by building an identity on Twitch outside of their  
17 work as a content creator.

18 19. Twitch values the diversity of its community. Twitch hosts millions of diverse  
19 individuals and has created programs to support creators of color and other individuals from  
20 marginalized groups. For example, in May 2021 Twitch celebrated Asian & Pacific Islander  
21 Month to celebrate Asian & Pacific Islander creators from around the globe, spotlighting over 40  
22 featured Asian & Pacific Islander creators and communities on Twitch and beyond.

23 20. Twitch viewers and streamers use a chat function to communicate on Twitch.  
24 Twitch chat is one of the Twitch Service’s most popular features, and it is often integral in  
25 building a community around a Twitch channel or streamer.  
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1           21.     A streamer’s “Stream Chat” panel is open any time that person is streaming on  
2 Twitch. Community members post comments in the panel to encourage the streamer, provide  
3 support, and send Twitch-specific emojis. Streamers can respond to messages in the chat.

4           22.     Streamers can set rules for their chats, and streamers frequently admonish  
5 participants not to use racist or offensive language.

6           23.     Users who only watch streams may, but are not required to, create an account on  
7 Twitch. Streamers, however, must create an account. And users who participate in Twitch’s chat  
8 function are also required to create an account.

9           24.     Twitch provides streamers and developers with a variety of tools to bring  
10 streamers, viewers, and developers together on the Twitch service in new, engaging ways. One  
11 such tool is the “Chatbot,” in which developers can create programs that allow streamers to  
12 interact programmatically with their Twitch chat feed using preset standards. For example, when  
13 a viewer types !dice into a streamers’ chat, a simple chatbot created by a developer and used by  
14 the streamer may automatically respond by generating a number between 1-6. Streamers can use  
15 chatbots for a variety of basic moderation tasks, including for example, automatically deleting  
16 messages in chats that contain links, solicit song requests from viewers, and organize in-chat  
17 games.

18           25.     But bots can also be used for nefarious, unauthorized purposes, despite Twitch’s  
19 restrictions on such uses. For example, a developer may create bot software designed to  
20 automatically spam a streamer’s channel with thousands of messages in a short period of time,  
21 drowning out authentic conversation on the streamer’s channel, or worse, promoting hateful or  
22 offensive content.

23           26.     Twitch forbids developers from “design[ing] bots that engage in offensive or  
24 deceptive practices (e.g., generate hate speech [or] send spam . . . .)” And Twitch takes this  
25

1 prohibition seriously, employing sophisticated methods to identify and stop unauthorized bot  
2 activity.

3 **B. Twitch’s Terms of Service and Community Guidelines**

4 27. In order to create an account or otherwise use or access the Twitch Services or  
5 utilize the Twitch chat, a prospective user must agree to be bound by, among other things,  
6 Twitch’s Terms of Service, Community Guidelines, and Twitch Developer Services Agreement  
7 (collectively, the “Terms”). Specifically, the Terms state: “The Terms of Service apply whether  
8 you are a user that registers an account with the Twitch Services or an unregistered user. You  
9 agree that by clicking ‘Sign Up’ or otherwise registering, downloading, accessing or using the  
10 Twitch Services, you are entering into a legally binding agreement between you and Twitch  
11 regarding your use of the Twitch Services. You acknowledge that you have read, understood, and  
12 agree to be bound by these Terms of Service.”

13 28. Twitch issues its users a limited, non-sublicensable license to access or use the  
14 Twitch Services for personal or internal business use only, provided that the user agrees to the  
15 Terms. “Any use of the Twitch Services or the Materials except as specifically authorized in  
16 these Terms of Service, without the prior written permission of Twitch, is strictly prohibited and  
17 may violate intellectual property rights or other laws.”

18 29. The Terms explain that previously banned users may not access the Twitch  
19 Services: “The Twitch Services are also not available to any users previously removed from the  
20 Twitch Services by Twitch or to any persons barred from receiving them under the laws of the  
21 United States (such as its export and re-export restrictions and regulations) or applicable laws in  
22 any other jurisdiction.”

1           30. The Terms expressly prohibit anyone who accesses or uses the Twitch Services  
2 from harassing others on Twitch or posting racist, homophobic, violent, or otherwise harmful  
3 content. Specifically, the Terms prohibit users from:

- 4           a. creating, uploading, transmitting, or distributing “any content that is inaccurate,  
5 unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or  
6 publicity rights, harassing, threatening, abusive, inflammatory, or otherwise  
7 objectionable”;
- 8           b. “defam[ing], harass[ing], abus[ing], threaten[ing], or defraud[ing] users of the  
9 Twitch Services”;
- 10           c. interfering with or damaging “operation of the Twitch Services or any user’s  
11 enjoyment of them, by any means, including uploading or otherwise disseminating  
12 viruses, adware, spyware, worms, or other malicious code”;
- 13           d. manipulating “identifiers in order to disguise the origin of any User Content  
14 transmitted through the Twitch Services”;
- 15           e. “attempt[ing] to circumvent any content filtering techniques [Twitch] employ[s],  
16 or attempt to access any service or area of the Twitch Services that you are not  
17 authorized to access”;
- 18           f. using “the Twitch Services for any illegal purpose, or in violation of any local,  
19 state, national, or international law or regulation, including, without limitation,  
20 laws governing intellectual property and other proprietary rights, data protection  
21 and privacy”; or
- 22           g. “design[ing] bots that engage in offensive or deceptive practices (*e.g.*, generate  
23 hate speech, send spam, offer false follows, etc.).”  
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1           31. The Guidelines, as part of the Terms, govern activity on Twitch with the goal of  
2 “provid[ing] the best shared social video experience created by our growing community where  
3 creators and communities can interact safely.”

4           32. “To achieve this goal, [Twitch] asks that all users participate in such a way that  
5 promotes a friendly, positive experience for” the Twitch global community.”

6           33. The Guidelines state that Twitch does not tolerate racist, homophobic, xenophobic,  
7 or otherwise harassing content such as that at issue here.

8           34. The Guidelines provide that “[h]ateful conduct and harassment are not allowed on  
9 Twitch. Hateful content is any content or activity that promotes or encourages discrimination,  
10 denigration, harassment, or violence based on the following protected characteristics: *race,*  
11 *ethnicity, color, caste, national origin, immigration status, religion, sex, gender, gender identity,*  
12 *sexual orientation, disability, serious medical condition, and veteran status.*”

13           35. Under the Guidelines, “Twitch has zero tolerance for hateful conduct, meaning”  
14 Twitch acts “on every valid reported instance of hateful conduct.” Twitch “affords every user  
15 equal protections under this policy, regardless of their particular characteristics.”

16           36. The Guidelines state that “hostile raids” are a form of harassment, and expressly  
17 bans those raids on Twitch: “Harassment has many manifestations, including stalking, personal  
18 attacks, promotion of physical harm, **hostile raids**, and malicious false report brigading.”

19           37. Twitch explains in the Guidelines that it “will take action on all instances of  
20 hateful conduct and harassment, with an increasing severity of enforcement when the behavior is  
21 targeted, personal, graphic, or repeated/prolonged, incites further abuse, or involves threats of  
22 violence or coercion. The most egregious violations may result in an indefinite suspension on the  
23 first offense.”

1           38.     The Guidelines make clear that Twitch will punish offensive conduct: “To protect  
2 the integrity of our community, as the provider of the service, we at Twitch reserve the right to  
3 suspend any account at any time for any conduct that we determine to be inappropriate or  
4 harmful. Such actions may include: removal of content, a strike on the account, and/or  
5 suspension of account(s).”

6  
7           39.     Twitch’s efforts do not end with the posting of its Terms. Twitch employs a Trust  
8 and Safety team that operates around the clock and around the globe to investigate and act in  
9 connection with violations of the Terms.

10           40.     Twitch also invests in technologies and processes that address potential risks to  
11 user safety, with the aim to create the best possible experience for streamers and their audiences.  
12 For example, Twitch has implemented a banned word list. And streamers can automatically filter  
13 out unwanted messages in their chat using AutoMod, a Twitch proprietary tool. Twitch also  
14 offers tools that streamers can deploy to block or ban users from their audience and report them to  
15 Twitch’s safety operations team.

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17           41.     Twitch continuously works to improve its ability to detect and act upon violations  
18 of the Terms and is continuing to invest in technologies to support this effort.

19           **C.     Defendants’ Unlawful Activity**

20           42.     Beginning in or about August 2021, Defendants began coordinating attacks on  
21 Twitch’s streamers by raiding their channels and spamming those communities with hate  
22 (referred to hereafter as “hate raids”). These hate raids were, in some cases, directed to streamers  
23 who identified themselves as racial minorities and/or members of the LGBTQ+ community.

24           43.     Defendants conduct the hate-raids by flooding a streamer’s chat with hate-filled  
25 and obscene text, including racial slurs, personally identifying information, and malicious links  
26 (such as links to gore videos intended to shock/offend) over a short period of time. Defendants  
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1 are able to do this through the use of fraudulently created “bot” accounts, which are created for  
2 the sole purposes of launching large scale, automated attacks against Twitch’s services and  
3 community. Defendants’ bots permit them to spew hateful content at a robotic pace, often  
4 sending dozens of messages per minute that often outpace the targeted streamer’s ability to  
5 moderate chat. Defendants claim that they can generate thousands of bots in minutes for this  
6 purpose.  
7

8 44. Defendants have deployed hate raids on Twitch in violation of the Terms. For  
9 example, from August 8-10, 2021, Defendant CruzzControl used bots to spam a Twitch channel  
10 with racial slurs and descriptions of violent acts against racial minorities and members of the  
11 LGBTQIA+ community. These Twitch usernames for these bots incorporated the term  
12 “cruzzcontrol” and “zenobia”.  
13

14 45. On information and belief, Defendant CruzzControl is responsible for nearly 3,000  
15 bot accounts associated with hate raids. Bots developed and deployed by CruzzControl have been  
16 linked to various hate raid events, including those targeting black and LGBTQIA+ streamers with  
17 racist, homophobic, sexist and other harassing content.  
18

19 46. CruzzControl has admitted to using bots to flood Twitch channels with harassing  
20 content. They have also demonstrated how the bots work so others can use similar methods to  
21 accomplish hate raids.  
22

23 47. Twitch has also linked CreatineOverdose directly to hate raids. For example, on  
24 August 15, 2021, Defendant CreatineOverdose used their bot software to demonstrate how it  
25 could be used to spam Twitch channels with racial slurs, graphic descriptions of violence against  
26 minorities, and claims that the hate raiders are the “K K K.” Bots used in this demonstration  
27 contain unique usernames that Twitch later detected as being used to spam similar violent hate  
28 speech in numerous other Twitch channels.

1           48. In addition to being highly offensive, the hate raids are also disruptive to the  
2 streamers' streams and authentic engagement from the streamers' intended viewers. For  
3 example, victims of the hate raids may be forced to limit those who can use the chat feature on  
4 their streams to only the streamers' followers/paying subscribers, instead of the entire Twitch  
5 community, reducing the opportunity for genuine engagement between streamers and viewers  
6 that is essential to the Twitch Services.  
7

8           49. These attacks obstruct the chat so significantly, victimized streamers are unable to  
9 engage with their community through chat for the duration of the attack, and some even choose to  
10 avoid streaming altogether until the attack ends. The attacks have pushed some victims to stop  
11 streaming on Twitch until the hate raids end, eliminating an important source of revenue for them.  
12

13           50. Twitch took swift action against the accounts and users that conducted the hate  
14 raids, immediately and permanently suspending them consistent with the Terms. As part of this  
15 action, Twitch banned Defendants' known accounts.  
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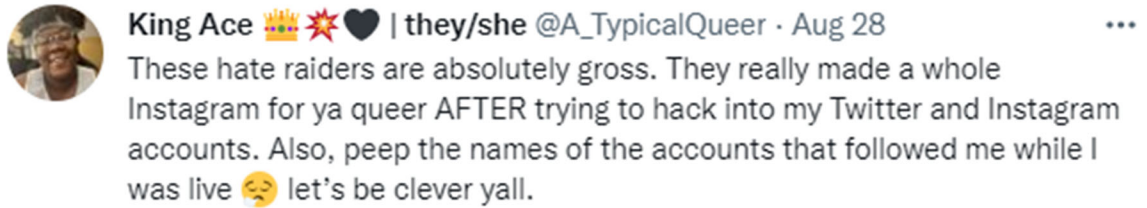
17           51. However, despite Twitch's best efforts, the hate raids continue. On information  
18 and belief, Defendants created software code to conduct hate raids via automated means. And  
19 they continue to develop their software code to avoid Twitch's efforts at preventing Defendants'  
20 bots from accessing the Twitch Services.  
21

22           52. On information and belief, Defendants work in concert with others in what one  
23 Defendant, CreatineOverdose, has described as the "hate raiding community" to perform these  
24 hate raids.  
25

26           53. On information and belief, Defendants coordinate their activities with the "hate  
27 raiding community" through other gaming-related social media platforms, including but not  
28 limited to Discord and Steam.

          54. Defendants' actions have harmed and continue to harm Twitch and its community.

1 55. Streamers who Defendants targeted with hate raids were traumatized. Many  
2 streamers Tweeted their reactions to Defendants' actions. The following are a few examples.



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14 56. To further curb Defendants' hate-raids, Twitch updated its software to employ  
15 additional measures that better detect malicious bot software in chat messages.

16 57. Twitch expended significant resources combatting Defendants' attacks. Twitch  
17 spent time and money investigating Defendants, including through use of its fraud detection team.  
18 Twitch also engineered technological and other fixes in an attempt to stop Defendants' harassing  
19 and hateful conduct. These updates include but are not limited to implementing stricter identity  
20 controls with accounts, machine learning algorithms to detect bot accounts that are used to engage  
21 in harmful chat and augmenting the banned word list. Twitch mobilized its communications staff  
22 to address the community harm flowing from the hate raids and assured its community that it was  
23 taking proactive measures to stop them. Twitch also worked with impacted streamers to educate  
24 them on moderation toolkits for their chats and solicited and responded to streamers' and users'  
25 comments and concerns.  
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**FIRST CLAIM FOR RELIEF**  
**Breach of Contract**  
**(California Common Law)**

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2  
3 58. Twitch realleges and incorporates by reference the allegations in the preceding  
4 paragraphs as if fully set forth herein.

5 59. Access to and use of the Twitch Services is governed by and subject to the Terms.

6  
7 60. At all relevant times, Twitch prominently displayed and/or provided links to the  
8 Terms. Twitch users are presented with and must affirmatively accept the Terms to register for a  
9 Twitch account. Twitch users are presented with and must affirmatively accept the Terms to use  
10 the Twitch chat function.

11 61. The Terms provide that they apply “whether you are a user that registers an  
12 account with the Twitch Services or an unregistered user. You agree that by clicking ‘Sign Up’  
13 or otherwise registering, downloading, accessing, or using the Twitch Services, you are entering  
14 into a legally binding agreement between you and Twitch regarding your use of the Twitch  
15 Services.”

16  
17 62. The Guidelines are incorporated into the Terms by reference. A violation of the  
18 Guidelines is a violation of the Terms.

19 63. The Terms are binding on Defendants. Each of the Defendants agreed to abide by  
20 the Terms by creating a Twitch account, by using Twitch chat and/or any other Twitch Services,  
21 and/or by accessing the Twitch Services.

22  
23 64. On information and belief, Defendants also agreed to be bound by the Twitch  
24 Developer Services Agreement (“Developer Terms”) when they accessed and used the Twitch  
25 Developer Site and/or Twitch Services to create bots.

26 65. On information and belief, Defendants regularly accessed the Twitch Services with  
27 knowledge of the Terms and the prohibitions contained therein.  
28

1           66.    The Terms are valid, enforceable contracts between Twitch and each of the  
2 Defendants.

3           67.    Defendants have willfully, continuously, and materially breached the Terms in at  
4 least the following ways:

- 5                   a.   posting racist, homophobic, and highly offensive content in Twitch chats in  
6 violation of Section 9(i) of the Terms;  
7                   b.   harassing and defaming users of the Twitch Services in violation of Section 9(v) of  
8 the Terms;  
9                   c.   accessing the Twitch Services with fake accounts after they were banned in  
10 violation of Sections 2 and 9(xv) of the Terms;  
11                   d.   manipulating their identifying information (including names and IP addresses) to  
12 “disguise the origin of any User Content transmitted through the Twitch Services”  
13 in violation of Section 9(xii);  
14                   e.   impairing, interfering with, disrupting, negatively affecting, and/or inhibiting other  
15 users’ enjoyment of the Twitch Services by posting obscene, violent, and harassing  
16 content in violation of Section 9(ix) of the Terms; and/or  
17                   f.   and accessing the Twitch Services with prohibited bots in violation of Section  
18 9(xi) of the Terms.

19           68.    Defendants have willfully, continuously, and materially breached the Guidelines,  
20 and therefore the Terms by, among other things, engaging in hateful conduct and harassment on  
21 Twitch, which the Guidelines expressly prohibit.

22           69.    Defendants have willfully, continuously and materially breached the Guidelines,  
23 and therefore the Terms by, among other things, engaging in “hostile raids” as a form of  
24 harassment, which the Guidelines expressly prohibit.

1 70. On information and belief, Defendants have willfully, continuously and materially  
2 breached the Developer Terms by “design[ing] bots that engage in offensive or deceptive  
3 practices (e.g., generate hate speech, send spam, offer false follows, etc.)”

4 71. Twitch has dutifully performed its obligations pursuant to the Terms and the  
5 Developer Terms.

6 72. As a direct and proximate result of Defendants’ material breaches of the Terms  
7 and Developer Terms, Twitch has been and will continue to be harmed, thereby entitling it to  
8 injunctive relief, compensatory damages, attorneys’ fees, costs, and/or other equitable relief  
9 against Defendants. Twitch is entitled to special damages in the amount of lost profits and other  
10 reasonably foreseeable harms proximately caused by Defendants’ breach.  
11

12 **SECOND CLAIM FOR RELIEF**  
13 **Fraud in the Inducement**  
14 **(California Common Law)**

15 73. Twitch realleges and incorporates by reference the allegations in the preceding  
16 paragraphs as if fully set forth herein.

17 74. Beginning in or about August 2021, Defendants began registering Twitch accounts  
18 to conduct hate raids and otherwise harass Twitch streamers.

19 75. In registering their Twitch accounts, Defendants agreed to be bound by the Terms.  
20 In particular, they represented and agreed not to conduct “hostile raids”; post hateful and  
21 harassing content on Twitch; harass or defame other Twitch users; or deploy bots in a manner not  
22 permitted by the Terms. Twitch’s reliance was reasonable and was otherwise justified.

23 76. Defendants had no intention of abiding by the Terms and made fraudulent  
24 representations to the contrary to Twitch, knowing them to be false and with the intent of  
25 defrauding Twitch.  
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1 77. Contrary to their express representations to Twitch, Defendants created Twitch  
2 accounts for the purpose of posting harassing content on Twitch, performing hate raids, and  
3 harassing other Twitch users.

4 78. Based upon Defendants' intentional misrepresentations, Twitch was induced to  
5 allow them to register accounts using Twitch's Services. Had Twitch known of Defendants' true  
6 intentions, Twitch would not have allowed them to register accounts and access the Twitch  
7 Services. Once Twitch became aware of Defendants' harassing and hateful actions, Twitch  
8 immediately shut down the accounts Defendants used to conduct the hate-raids.  
9

10 79. Knowing that Twitch had barred them from further accessing the Twitch Services,  
11 unbeknownst to Twitch, Defendants created additional Twitch accounts and again falsely agreed  
12 to abide by the Terms. Defendants immediately violated this promise by continuing to conduct  
13 hate raids, harass and defame other Twitch users, and post harassing content on Twitch.  
14

15 80. On information and belief, Defendants again misrepresented and concealed their  
16 identities and other personally identifying information (such as IP addresses) to create accounts  
17 on Twitch from which to conduct hate raids.

18 81. Twitch justifiably relied on Defendants' misrepresentations and granted  
19 Defendants' access to the Twitch Services.

20 82. As a result of Twitch's reliance on Defendants' misrepresentations, Twitch has  
21 suffered damage to its goodwill and lost resources, such as money, technical capacity, and  
22 personnel, which Twitch would not have been forced to expend but for Defendants'  
23 misrepresentations.  
24

25 83. Twitch is entitled to all remedies available at law or equity, including injunctive  
26 relief, compensatory damages, punitive damages, and/or other equitable or monetary remedies.  
27

28 **THIRD CLAIM FOR RELIEF**  
**Statutory Unfair Competition**

**(Cal. Bus. & Prof. Code § 17200)**

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2 84. Twitch realleges and incorporates by reference the allegations in the preceding  
3 paragraphs as if fully set forth herein.

4 85. Defendants have engaged in unlawful, unfair or fraudulent business practices or  
5 acts as described above including but not limited to fraudulent inducement, harassing Twitch  
6 streamers, deploying hostile raids on Twitch, and disrupting Twitch's services.

7  
8 86. Defendants' business practices or acts have injured and will continue to injure  
9 Twitch in its business and property, in violation of California Business and Professions Code  
10 § 17200.

11 87. As a result of Defendants' wrongful conduct, Twitch has suffered and will  
12 continue to suffer damages if Defendants are not enjoined.

13  
14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff Twitch prays for the following relief:

16 1. That Defendants and their officers, agents, representatives, servants, employees,  
17 successors and assigns, and all others in active concert or participation with Defendants be  
18 preliminarily and permanently enjoined from:

- 19 a. Using or accessing the Twitch Services;  
20  
21 b. Posting content on the Twitch Services, including in the Twitch chat  
22 function, that is prohibited by the Terms, including racist, homophobic,  
23 xenophobic, or any other harassing content.  
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25 c. Assisting any individual or company in engaging in the conduct described  
26 in 1(a)-(b) above.  
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2. An award to Twitch of restitution and damages, including, but not limited to, enhanced, liquidated, compensatory, special, and punitive damages, and all other damages permitted by law.

3. An award to Twitch of its costs incurred in this suit, including, but not limited to, reasonable attorneys’ fees.

4. Such other relief as this Court deems just and proper.

**DEMAND FOR A JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable.

DATED: September 9, 2021

**PERKINS COIE LLP**

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