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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA  
 SAN JOSE DIVISION

TWITCH INTERACTIVE, INC.,

Plaintiff,

v.

ERIK BOUCHOUEV, an individual d/b/a  
 TWITCH-BUDDY.COM, TWITCH-  
 VIEWERBOT.COM,  
 TWITCHVIEWERBOT.NET,  
 STREAMBOT.COM, and  
 BLACKDESERTBOT.COM; JUSTIN  
 JOHNSTON, an individual d/b/a  
 TWITCHSTARTER.COM and  
 TWITCHSTARTER.TV; MICHAEL AND  
 KATHERINE ANJOMI, individuals d/b/a  
 as UPITPROMO, INC.; POORIA  
 SHARAFFODIN, an individual d/b/a  
 BABATOOLS.COM and STREAM-  
 VIEWERS.COM; MARCO PELAGATTI,  
 an individual d/b/a as  
 TWITCHSWISS.COM; ALEX  
 RENFROW, an individual d/b/a  
 STREAMHOMIES.COM, and DOES 1-  
 25,

Defendants.

Case No. 16-cv-3404

COMPLAINT FOR:

- (1) TRADEMARK INFRINGEMENT;
- (2) UNFAIR COMPETITION (15 U.S.C. § 1125 (a));
- (3) CYBERSQUATTING;
- (4) COMPUTER FRAUD AND ABUSE;
- (5) BREACH OF CONTRACT;
- (6) TORTIOUS INTERFERENCE WITH CONTRACT;
- (7) UNFAIR COMPETITION (CAL. BUS. & PROF. § 17200);
- (8) FRAUD;
- (9) CALIFORNIA COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD; AND
- (10) ACCOUNTING

DEMAND FOR JURY TRIAL

## I. INTRODUCTION

1. Twitch Interactive, Inc. is the world's leading service for content creators to stream broadcasts of gaming-related content as part of a social, interactive community. Each month over 100 million unique users, including game developers, publishers, media outlets, video game enthusiasts, casual gamers, and other content creators visit Twitch's services to play, stream, watch, and discuss video games. Twitch and its broadcasters have been successful because they work hard to create authentic experiences that are meaningful to their communities. Twitch brings this action to stop bot services that impersonate Twitch users to falsely inflate broadcaster popularity statistics, harming the authenticity of the Twitch community and the quality of the Twitch experience.

2. High quality content is paramount to attracting and retaining Twitch's users. Twitch uses its Partnership Program to compensate selected broadcasters, which encourages and incentivizes them to provide excellent content on Twitch. Through this program, Twitch shares revenue with qualifying broadcasters, enabling numerous broadcasting Partners to earn a living through their exceptional efforts in creating content. The number of viewers who watch a broadcaster is an important factor in determining whether that broadcaster qualifies to become a Partner and the amount of money that he or she can earn. The Partnership Program benefits the entire Twitch community: users get better content, which attracts more users, which results in more money for Partners.

3. Defendants threaten to disrupt this cycle. Defendants design, sell, and deploy bot services — software that mimics the behavior of real users. These bot services capitalize on Twitch broadcasters' desire to become popular on Twitch and to become Partners by promising shortcuts to both. Defendants offer bot services intended to deceive Twitch into believing that broadcasters are more popular than they really are. Defendants claim that their services will artificially inflate broadcasters' viewership to make their channels appear higher in directories and trick Twitch into accepting broadcasters into the Partnership Program, with its promise of additional revenue.

1           4.       For example, Defendant Erik Bouchouev offers bot packages that range from  
2       \$9.99 per month for 75 viewers to \$38.99 per month for 475 viewers. Defendant Justin Johnston  
3       “guarantee[s] that you will get more profile views, more viewers when you stream live, and more  
4       followers when you upgrade your account!” Defendants Michael and Katherine Anjomi sell  
5       packages that range from \$26.99 per week for 100 viewers to \$759.99 for 20,000 viewers.  
6       Defendants’ offerings, described in more detail below, are accompanied by fake follower and  
7       fake chat activity designed to make the fake viewership mimic real user behavior.

8           5.       Twitch has determined that these illicit and illegal services do in fact provide fake  
9       viewers, fake followers, and fake chat activity on broadcasters’ Twitch streams. These deceptive  
10      actions inflate viewer statistics for some channels while harming legitimate broadcaster channels  
11      by decreasing their discoverability. That, in turn, hurts the quality of the experience community  
12      members have come to expect from Twitch.

13          6.       Defendants’ bots harm Twitch and its user community by misleading them about  
14      broadcasters’ true popularity and appeal. They make it harder for Twitch users to discover  
15      legitimate broadcasters and for those broadcasters to succeed. The availability of these bot  
16      services also undermines legitimate broadcasters’ belief that they can compete for users and  
17      qualify for membership in the Partnership Program by following the rules and creating high-  
18      quality content. Instead, the bot services have the potential to wrongfully divert viewership and  
19      revenues to broadcasters who have falsely inflated statistics. These bot services also degrade the  
20      quality of Twitch users’ interactions in Twitch’s public chat system by sending irrelevant  
21      computer-generated chat messages. The availability and use of these bot services generally  
22      erodes trust in Twitch’s metrics and services. Overall, bot services degrade the user experience,  
23      harm the quality of content on Twitch, and tarnish the Twitch brand.

24          7.       In order to protect its fair playing field for broadcasters, preserve the quality of  
25      social interactions on its service, and repair the damage caused to Twitch’s goodwill with its  
26      users, Twitch makes significant efforts and expends significant resources to combat the bot  
27      makers’ deceitful conduct. These measures include technical and other resources dedicated to  
28

1 counteracting their purported goals by detecting false viewers and removing them. This action is  
2 a continuation of Twitch's efforts to disarm and deter bad actors involved with such bot services.

## 3 **II. JURISDICTION**

4 8. This Court has federal question jurisdiction over this action under 28 U.S.C.  
5 §§ 1331 and 1338, because this action alleges violations of the Lanham Act (15 U.S.C. §§ 1114  
6 and 1125(a), (d)) and the Computer Fraud and Abuse Act (18 U.S.C. § 1030).

7 9. This Court has supplemental jurisdiction over the remaining claims under 28  
8 U.S.C. § 1367.

9 10. Venue is proper in this judicial district under 28 U.S.C. § 1391 because a  
10 substantial part of the events or omissions giving rise to the claims occurred in this district.  
11 Defendants have repeatedly, knowingly, and intentionally accessed Twitch servers located in this  
12 judicial district without Twitch's authorization to engage in the unlawful acts alleged in this  
13 Complaint. While accessing Twitch servers, Defendants made systematic and continuous  
14 contacts with this judicial district, and targeted their wrongful acts at Twitch, headquartered in  
15 this judicial district.

16 11. In addition, by using Twitch's services and website, Defendants have agreed to  
17 jurisdiction within Santa Clara County. Twitch's Terms of Service provide "that the state or  
18 federal courts in Santa Clara County, California have exclusive jurisdiction . . . over any suit  
19 between the parties not subject to arbitration."

## 20 **III. INTRADISTRICT ASSIGNMENT**

21 12. This is an intellectual property action to be assigned on a districtwide basis under  
22 Civil Local Rule 3-2.

## 23 **IV. THE PARTIES**

24 13. Twitch is a Delaware corporation with its principal place of business in San  
25 Francisco, California.

26 14. On information and belief, Defendant Bouchouev, doing business as twitch-  
27 viewerbot.com, twitch-buddy.com, twitchviewerbot.net, streambot.com, and blackdesertbot.com,  
28 is an individual who is domiciled in the Netherlands. Bouchouev's acts described in this

1 Complaint were intentionally directed toward Twitch within this judicial district, subjecting him  
2 to personal jurisdiction.

3 15. On information and belief, Defendant Justin Johnston, doing business as  
4 twitchstarter.com, is an individual who is domiciled in the state of Colorado. Johnston's acts  
5 described in this Complaint were intentionally directed toward Twitch within this judicial district,  
6 subjecting him to personal jurisdiction.

7 16. On information and belief, Defendants Michael and Katherine Anjomi, doing  
8 business as Upitpromo, Inc., are individuals who are domiciled in the states of California and  
9 Nevada. While the "Inc." designation in the Upitpromo name suggests Upitpromo is a  
10 corporation, Twitch has found no evidence of its incorporation or of its registration to do business  
11 in any state. The Anjomis' acts described in this Complaint were intentionally directed toward  
12 Twitch within this judicial district, subjecting them to personal jurisdiction.

13 17. On information and belief, Defendant Pooria Sharaffodin, doing business as  
14 babatools.com and stream-viewers.com, is an individual who is domiciled in Germany.  
15 Sharaffodin's acts described in this Complaint were intentionally directed toward Twitch within  
16 this judicial district, subjecting him to personal jurisdiction.

17 18. On information and belief, Defendant Marco Pelagatti, doing business as  
18 twitchswiss.com, is an individual who is domiciled in Switzerland. Pelagatti's acts described in  
19 this Complaint were intentionally directed toward Twitch within this judicial district, subjecting  
20 him to personal jurisdiction.

21 19. On information and belief, Defendant Alex Renfrow, doing business as  
22 streamhomies.com, is an individual who is domiciled in the State of California.

23 20. Does 1-25 are persons or entities responsible in whole or in part for the  
24 wrongdoing alleged herein ("Doe Defendants"). Twitch is informed and believes that each of the  
25 Doe Defendants participated in, ratified, endorsed, or was otherwise involved in the acts  
26 complained of, and have liability for such acts. Twitch will amend this Complaint if and when  
27 the identities of such persons or entities and/or the scope of their actions become known.  
28

1 **V. FACTS**

2 **A. Twitch**

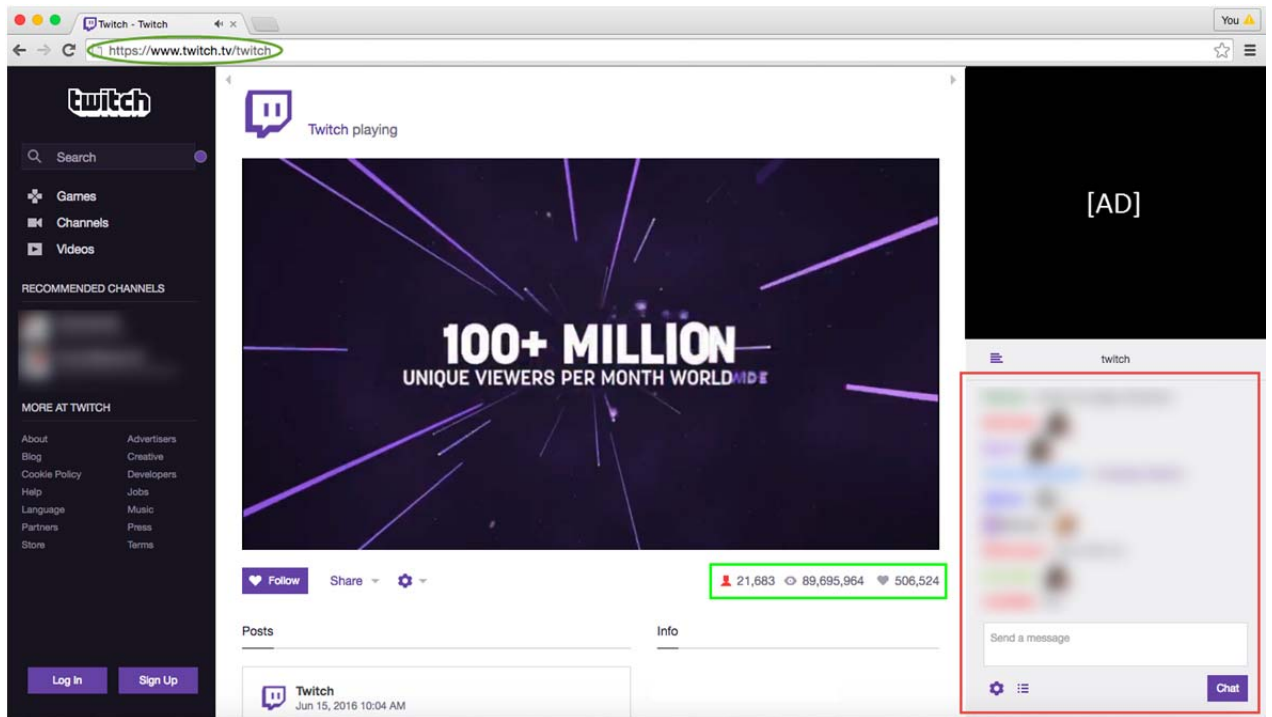
3 21. Founded in 2011, Twitch provides an online service through which users can  
4 broadcast themselves playing video games and other content. Viewers from around the world can  
5 watch the streams that interest them. Twitch currently hosts more than 1.7 million unique  
6 broadcasters per month.

7 22. Twitch's legitimate broadcasters work extensively to create and foster authentic,  
8 passionate, and loyal communities. The best broadcasters are celebrities in the gaming  
9 community. In addition to being excellent gamers, they are engaging and entertaining. They  
10 produce content regularly and often broadcast for long periods of time. They work hard to create  
11 attractive visuals for their channels and streams and to develop their personal brands. And they  
12 interact with their audiences by participating in chat, running promotions, and giving back to their  
13 communities, such as by broadcasting to fundraise for charitable causes.

14 23. The interaction between broadcasters and viewers, and among users in general,  
15 creates a vibrant online community. Social interactions in chat on Twitch have led to a new  
16 language of Twitch emoticons. People have even met and married on Twitch. Twitch strives to  
17 provide a space for these genuine interactions and to provide products and services that facilitate  
18 them. For example, recently Twitch released new chat features such as "whispers," which allow  
19 users to exchange private messages. Twitch also hosts gaming-related events, such as  
20 TwitchCon, where broadcasters and users can interact with each other and with their  
21 communities.

22 24. Each broadcaster has a distinct "broadcaster channel" (depicted below). The  
23 "/twitch" in the URL (circled in green) is the broadcaster's name or handle, which in the case of  
24 this screenshot is "twitch" because it is Twitch's own broadcasting channel. On each broadcaster  
25 channel there is a video player through which other Twitch users can view his or her stream  
26 alongside a chat window (outlined in red below) for viewers to participate in live text chat while  
27 watching a video. Broadcasters can also customize the space below the video player on their  
28

channel pages and take advantage of monetization opportunities outside of Twitch, such as including branding by third-party sponsors or links to sales of goods on third-party platforms.



25. Viewers can also “follow” a broadcaster, which means the “following” viewer will receive notifications about the “followed” broadcaster’s online status.

26. Users who only watch streams may, but are not required to, register an account. However, broadcasters must register an account, and certain benefits are afforded to users who have registered an account, such as the ability to participate in chat and to “follow” broadcasters. All users who access the Twitch site, whether registered or not, are bound by the Twitch Terms of Service.

### **B. Discoverability and the Partnership Program**

27. Twitch measures certain statistics about a broadcaster’s stream (outlined above in green), including the (1) current number of viewers watching the stream; (2) total number of viewers who have watched the stream; and (3) total number of followers.



1           28.     Statistics such as these affect algorithms that calculate the popularity of content on  
2 Twitch and present content to other users to discover and watch, so that members of the  
3 community are able to share the content that they find most valuable with each other. As a result,  
4 for example, higher viewership numbers may lead to a higher position in the directory of channels  
5 broadcasting a particular game on Twitch.

6           29.     Higher viewership numbers can be used by broadcasters to obtain third-party  
7 sponsors for their channel. A higher position in Twitch's directories can also lead to an increase  
8 in organic viewers for a particular channel, because the channel is surfaced to users who are  
9 browsing content on Twitch. In turn, this can lead to the possibility of additional clicks on links  
10 to third-party sites that offer monetization opportunities to broadcasters.

11           30.     Twitch's Partnership Program allows Partners to earn revenues directly from  
12 Twitch from streaming. While any broadcaster may apply to be a Partner, Twitch accepts only  
13 broadcasters who meet certain qualifications. An important factor for acceptance into the  
14 Program is a consistently high number of viewers. Another important factor is a high number of  
15 followers. Again, Twitch designed the Program this way so that its user community decides what  
16 content is valuable.

17           31.     A Partner can leverage the reputation associated with being partnered to increase  
18 his or her organic viewership, increase genuine advertising views of the content on the Partner's  
19 channel (and earn a share of revenues from such advertising views), attract subscribers (and earn  
20 revenues from those subscriptions), and boost sponsorship or commercial opportunities.

21           **C.     Twitch's Trademarks**

22           32.     Twitch owns rights in the TWITCH trademark (U.S. Registration No. 4275948  
23 and U.S. App. Serial No. 86485231), the "Glitch Logo" (U.S. App. Serial No. 86485295), and the  
24 TWITCHTV trademark (U.S. Registration Nos. 4087877 and 4230874), as well as common law  
25 rights and international applications or registrations in the TWITCH trademark and the Glitch  
26 Logo.

27           33.     Twitch uses a purple and white color scheme and a distinctive font and logo in  
28 connection with its services. An example of Twitch's font and logo is presented below. This



color scheme, font, and logo are valuable assets because consumers generally associate them with Twitch's services.



#### **D. Twitch's Terms and Guidelines**

34. In order to create an account or otherwise use or access Twitch's services, utilize the Twitch developer platform, or use Twitch's brand name, logo, or other intellectual property, a prospective user must agree to be bound by, among other things, Twitch's Terms of Service, Rules of Conduct, API Terms of Service, and Trademark and Brand Asset Guidelines (collectively, the "Terms"). Specifically, the Terms state: "[b]y registering for, accessing, browsing, downloading from or using the Twitch service, you acknowledge that you have read, understood, and agree to be bound by these terms of service." The Terms are attached hereto as Exhibit A.

35. Twitch issues its users a limited, non-sublicenseable license to access or use the Twitch services for "personal or internal business use only," provided that the user agrees to the Terms.

36. The Terms warn users that "[a]ny use of the Twitch Service . . . except as specifically authorized in these Terms of Service, without the prior written permission of Twitch, is strictly prohibited and . . . failure to comply with them may have legal consequences."

37. Further, the Terms expressly prohibit

- a. the use of any "robot . . . or other automated means to access the Twitch Service for any purpose or bypass any measures Twitch may use to prevent or restrict access to the Twitch Service";
- b. "remov[ing], circumvent[ing], disabl[ing], damag[ing] or otherwise interfer[ing] with security-related features of the Twitch Service or

Content, features that prevent or restrict use or copying of any content accessible through the Twitch Service, or features that enforce limitations on the use of the Twitch Service or Content”;

- c. “impersonat[ing] any person or entity . . . misrepresent[ing] the source, identity, or content of information transmitted via the Twitch Service, or perform[ing] any other similar fraudulent activity”;
- d. “manipulat[ing] identifiers in order to disguise the origin of any Content transmitted through the Twitch Service”;
- e. “mak[ing] unsolicited offers, advertisements, proposals, or send[ing] junk mail or spam to other Users of the Twitch Service”;
- f. “us[ing] the Twitch Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Twitch Service, or that could damage, disable, overburden or impair the functioning of the Twitch Service in any manner”; and
- g. “defraud[ing] Users of the Twitch Service, or collect[ing], or attempt[ing] to collect, personal information about Users or third parties without their consent.”

38. Moreover, the Terms prohibit users from “us[ing] the Twitch Service for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, and data protection and privacy.”

39. The Twitch Rules of Conduct, which govern all users’ conduct when using the Twitch services, provide that “[a]ny content or activity that disrupts, interrupts, harms, or otherwise violates the integrity of Twitch services or another user’s experience or devices is prohibited.” An example of such harmful activity is “[t]ampering (such as artificially inflating follow or live viewer stats).”

40. The Terms prohibit use of Twitch’s trademarks without prior written permission of Twitch and require that any uses must be in accordance with Twitch’s guidelines. Twitch’s

1 Trademark Guidelines and Brand Asset Guidelines prohibit the use of a Twitch trademark for any  
2 unauthorized commercial purpose. Examples of unauthorized commercial purposes include “for  
3 any company, product, service or user name;” “in a way that would suggest endorsement or  
4 sponsorship by Twitch;” “as a domain name or any combination of a domain name;” or “as any  
5 variation, takeoff, or abbreviation of the original trademark.”

6 41. Twitch’s API Terms of Service prohibit applications that “interfere or attempt to  
7 interfere in any manner with the proper workings of the Twitch API, or create or distribute any  
8 application that adversely affects the functionality or performance of Twitch or services provided  
9 by Twitch,” or that “mask . . . usage of the Twitch API.”

10 42. Each Defendant agreed to abide by the Terms by registering an account with  
11 Twitch, using the Twitch services, and/or by accessing the Twitch services to, among other  
12 things, develop, test, or use their bots.

13 **E. The Bot Services**

14 43. Defendants entice broadcasters to use bot services to artificially inflate the usage  
15 associated with the broadcasters’ channels. Defendants’ bots use automated programs to send  
16 fake viewers, followers, and/or “chatters” to a broadcaster’s stream. (A “chatter” is an automated  
17 user that sends computer-generated messages—sometimes offered by Defendants as random lists  
18 of words related to a particular video game of the broadcaster’s choosing—into a broadcaster’s  
19 chat.) The bots use various means to conceal that they are bots and to simulate actual viewers.  
20 For example, Twitch monitors the originating Internet Protocol (“IP”) addresses of viewers to  
21 detect whether many viewers share the same IP address (a strong indicator that the viewers are  
22 not real people in different locations, but rather multiple software scripts communicating from a  
23 single server). To avoid detection, bot service providers often program their software to use  
24 different IP addresses for each fake viewer, making it appear that each viewer is a real person  
25 accessing the broadcaster’s stream from a different location. Similarly, Twitch treats streams  
26 with a high number of viewers but a low number of followers or low chat activity as suspicious  
27 and will often investigate them for unauthorized bot activity. Bot service providers attempt to  
28 evade detection by sending fake followers and fake chatters to streams where their view bots are

1 present in order to simulate real viewers and to convince Twitch and its monitoring systems that  
2 there are no view bots on the streams.

3 44. Each of the Defendants, as described in more detail below, provides illicit bot  
4 services that are used on Twitch. Defendants deliberately exploit Twitch users for their own  
5 commercial gain, harming both those users and the Twitch community at large.

6 45. Defendants advertise themselves on Twitch in violation of Twitch's Terms,  
7 including, upon information and belief, by fraudulent means such as by sending bots to  
8 broadcasters' channels as an advertising tool—to demonstrate the bot service's potential to a  
9 prospective customer, and then market the bot service provider's services to that customer.  
10 Defendants also advertise their bot services by sending unsolicited commercial messages to other  
11 Twitch users via public chat or personal messages on the Twitch service.

12 46. Certain Defendants, as discussed below, falsely claim that Twitch approves  
13 (implicitly and/or explicitly) of bot services, when it does not, or that Twitch cannot or does not  
14 take action against the use of bot services. Defendants mislead broadcasters about their services,  
15 resulting in the risk that broadcasters may be detected and banned by Twitch for using  
16 Defendants' bots.

17 47. Upon information and belief, some persons use bot services to harass broadcasters  
18 on Twitch. Twitch has received reports of persons deploying bot services on broadcasters'  
19 channels in order to harm the reputation of the broadcasters' streams, or worse, get the  
20 broadcasters' channels banned by Twitch for violation of Twitch's prohibitions against the use of  
21 bot services.

22 48. Use of Defendants' bots deceives Twitch and its users (such as subscribers) into  
23 paying money to Partners who have gained partnership through illegitimate means. Use of  
24 Defendants' bots also deceives Twitch's users into paying money through third-party services to  
25 other broadcasters who have gained viewership through illegitimate means. In turn, Partners and  
26 broadcasters pay Defendants to perpetuate their unlawful services.

27 49. As described above, the bots compromise the Twitch service and harm its efforts  
28 to provide incentives for broadcasters to provide high-quality content on Twitch. The use of bots

1 discourages broadcasters who follow Twitch's rules, making it harder for them to be discovered  
2 and gain viewership legitimately. Unless view bot use is curtailed or stopped, legitimate  
3 broadcasters may feel pressure to start using bots to keep up with others who already do.

4 50. Encounters with bots damage Twitch users' experiences on Twitch. For example,  
5 users may be disappointed that they are led to poor quality content through Twitch's game  
6 directories, and instead of engaging in interesting social interactions on Twitch chat, they may  
7 encounter bots spewing lists of random words. As a result, Twitch may lose its carefully  
8 developed reputation as the premier service for quality social video game content, the ability to  
9 attract and retain users, and the goodwill of the community.

10 51. Twitch has determined that these illicit and illegal services do in fact provide fake  
11 viewers, fake followers, and fake chat activity on broadcasters' Twitch streams. Twitch has  
12 expended significant resources, well in excess of the \$5,000 minimum statutory damage  
13 requirement of 18 U.S.C. § 1030, in investigating, stopping, and remedying Defendants' conduct.  
14 Such expenditures include costs associated with employing individuals to investigate and prevent  
15 Defendants' conduct, correcting statistics, and removing content generated by Defendants'  
16 activities.

17 **F. Defendant Bouchouev's Unlawful Activity**

18 52. Erik Bouchouev operates websites located at [www.twitch-viewerbot.com](http://www.twitch-viewerbot.com),  
19 [www.twitch-buddy.com](http://www.twitch-buddy.com), [www.twitchviewerbot.net](http://www.twitchviewerbot.net), [www.streambot.com](http://www.streambot.com), and  
20 [www.blackdesertbot.com](http://www.blackdesertbot.com). Attached hereto as Exhibit B are true and correct copies of Defendant  
21 Bouchouev's websites.

22 53. On [www.twitch-viewerbot.com](http://www.twitch-viewerbot.com), Bouchouev offers, among other things, "Viewer  
23 Bot," "Chat Bot," "Follower Bot," and "Twitch Partnership" services.

24 54. Bouchouev advertises that his "Viewer Bot" service allows users to "[d]ispatch as  
25 many viewers to your channel as you'd like, as often as you want." He further advertises that his  
26 "Twitch Partnership" service provides "everything you need to become a Twitch partner within  
27 weeks."  
28

1           55.     Bouchouev designed his services to simulate realistic viewers, thereby avoiding  
2 detection by Twitch: “Our Twitch viewer bot automatiically [sic] sets all parameters so that your  
3 account does not get flagged by Twitch.”

4           56.     Bouchouev offers a variety of bot packages, ranging from 75 viewers, 50 chatters,  
5 and 1,000 followers for \$9.99 per month to 475 viewers, 300 chatters, and 4,000 followers for  
6 \$38.99 per month. Bouchouev also offers additional bot packages on [www.twitch-buddy.com](http://www.twitch-buddy.com),  
7 which range from 50 viewers and 25 followers for \$4 per day to 400 viewers, 200 chatters, and  
8 200 followers for \$49 per month.

9           57.     Also on [www.twitch-buddy.com](http://www.twitch-buddy.com), Bouchouev boasts that in “[u]sing our Twitch  
10 viewer bot you can feel at ease. [sic] knowing that Twitch cannot and will never be able to see  
11 that you are botting your channel.” Bouchouev further boasts that “[n]o matter how big your  
12 channel is, our Twitch viewer bot will always give you the extra edge, whether it be to increase  
13 the donations you bring in, or to get partnership on Twitch, we can facilitate it for you.”

14           58.     Bouchouev’s cavalier attitude towards Twitch and its community is memorialized  
15 on his “Philosophy” page:

16                   Twitch viewer bots have almost been around as long as Twitch  
17                   itself. . . . So let's be honest here, if you intend to have any remote  
18                   chance at success on Twitch, you WILL have to use a bot, it is as  
19                   simple as that. Without one you are never going to be noticed, no  
20                   matter how good your stream is. Our Twitch viewer bot gives you  
21                   the means to actually show other people what you are all about.  
22                   Perhaps you are a great entertainer, or a great teacher that the  
23                   world would not have known about had you not been giving  
24                   yourself the exposure that you deserve, using our Twitch viewer  
25                   bot.

26                   So stop denying yourself a chance at success. Try out our Twitch  
27                   viewer bot today and notice the results. Enjoy the positive  
28                   feedback that you suddenly start receiving from real viewers.  
29                   Observe those donations finally coming in. Get that twitch  
30                   partnership that you have been desiring!

31           59.     On [www.twitchviewerbot.net](http://www.twitchviewerbot.net), Bouchouev offers bot packages ranging from 75  
32 viewers, 50 chatters, and 150 followers for \$3.99 per day to 475 viewers, 300 chatters, and 4,000  
33 followers for \$48.90 per month.

1           60. Also on [www.twitchviewerbot.net](http://www.twitchviewerbot.net), Bouchouev advertises that his users  
2 “will have everything [they] need to become a successful Twitch partner within weeks.”  
3 Bouchouev also states that his bot services use “a highly secured proprietary system to  
4 deliver 100% safe and natural looking viewers, followers, and more,” and assures his  
5 users that he uses only “Twitch Friendly Elite Private Proxies which guarantees the  
6 highest security.” Bouchouev boasts that his “clients have been able to achieve Twitch.tv  
7 partnership status in record time! If you want to leave the other streamers in the dust, and  
8 ascend to the elite levels of Twitch, you've come to the right place! . . . Whether you are a  
9 casual gamer or an aspiring pro, being partnered with Twitch.tv is a worthy goal, since it  
10 will allow you to monetize your hobby, or your gaming passion!”

11           61. In the Frequently Asked Questions (“FAQ”) section on  
12 [www.twitchviewerbot.net](http://www.twitchviewerbot.net), in response to the question “Does the Twitch Viewer Bot use  
13 my IP Address?,” Bouchouev responds: “The bot has integrated private proxies that are  
14 enabled by default. For this reason, your IP is never visible to Twitch.”

15           62. On [www.streambot.com](http://www.streambot.com), Bouchouev offers bot packages ranging from 100  
16 viewers, 50 chatters, and 200 followers for \$15.00 per month to 450 viewers, 300 chatters, and  
17 2,000 followers for \$45.00 per month.

18           63. On [www.blackdesertbot.com](http://www.blackdesertbot.com), Bouchouev offers bot packages ranging from 50  
19 viewers, 50 chatters, and a follower bot for \$13.00 per month to 300 viewers, 300 chatters, and a  
20 follower bot for \$43.99 per month.

21           64. Also on [www.blackdesertbot.com](http://www.blackdesertbot.com), Bouchouev advertises that “[b]y using our  
22 twitch [sic] viewer bot service your chances of getting partnered within a short term increase  
23 dramatically!” Bouchouev also states that his “bot runs entirely on [his] servers and every request  
24 is proxied. That means that under no circumstances your IP address will be visible to Twitch.”  
25 Bouchouev also boasts on this website: “Our premium Twitch viewer bot services have served  
26 thousands users [sic] before you. Most of the big Twitch streamers today, [sic] have used our  
27 service at some point.”  
28



1           65. In the FAQ section on [www.blackdesertbot.com](http://www.blackdesertbot.com), Bouchouev responds to the  
2 question “Is there any risk of getting banned?” by stating: “Since Twitch cannot see who bots a  
3 particular channel, they have stopped banning streamers for it seeing as anyone can be botting the  
4 streamer’s channel.”

5           66. Bouchouev has approached at least one hosting provider to host his bot services,  
6 which would include hosting about one thousand IP addresses with which he provides his  
7 services, in an attempt to circumvent Twitch’s security and detection measures. Attached hereto  
8 as Exhibit B-II is a true and correct copy of Bouchouev’s email exchange with the hosting  
9 provider.

10           67. Bouchouev advertises his bot services on his TwitchViewerbot.Net, StreamBot,  
11 and Twitch Viewer Bot Facebook accounts, as well as his Twitch Viewer Bot Twitter, Twitch  
12 Viewer Google Plus, and Streambot YouTube accounts. Attached hereto as Exhibit B-III are true  
13 and correct copies of samples of Bouchouev’s social media pages.

14           68. Bouchouev has sent unsolicited commercial messages advertising his bot services  
15 to other Twitch users via the Twitch chat system.

16           69. Bouchouev uses the TWITCH mark in commerce without Twitch’s permission  
17 and in a manner that is likely to deceive consumers as to his association or affiliation with, or  
18 sponsorship or endorsement by Twitch and/or the Twitch services. For instance, Bouchouev uses  
19 the TWITCH mark in its [www.twitch-viewerbot.com](http://www.twitch-viewerbot.com), [www.twitch-buddy.com](http://www.twitch-buddy.com), and  
20 [www.twitchviewerbot.net](http://www.twitchviewerbot.net) domain names and in providing his services under the “Twitch Bot,”  
21 “Twitch Viewerbot,” and “Twitch Buddy” names.

22           70. Moreover, Bouchouev unfairly competes with Twitch on these websites by  
23 misrepresenting that using bots is justified and that Twitch does not ban users for using bots.  
24 Bouchouev also unfairly competes on the [www.twitch-buddy.com](http://www.twitch-buddy.com), [www.twitchviewerbot.net](http://www.twitchviewerbot.net),  
25 and [www.streambot.com](http://www.streambot.com) websites by making his user interfaces purple, using a font and logo  
26 confusingly similar to that of Twitch’s, representing that using bots is a common practice, and  
27 claiming that his services are undetectable by Twitch.  
28

**G. Defendant Johnston's Unlawful Activity**

71. Justin Johnston operates websites located at [www.twitchstarter.com](http://www.twitchstarter.com) and [www.twitchstarter.tv](http://www.twitchstarter.tv). Attached hereto as Exhibit C are true and correct copies of Defendant Johnston's websites.

72. On [www.twitchstarter.com](http://www.twitchstarter.com), Johnston "guarantee[s] that you will get more profile views, more viewers when you stream live, and more followers when you upgrade your account!" Johnston further advertises that by upgrading to a better subscription, "every new member who joins thereafter . . . will automatically follow you on Twitch.tv®! Guaranteed views, viewers, and followers come with your upgrade."

73. Even though Johnston claims that he does not sell bots, his own representations and former subscribers indicate otherwise. In his Terms of Service, for example, Johnston describes one of his services as creating a pool of members who automatically follow each other on Twitch. Similarly, Johnston claims in his Terms of Service that his subscribers "will automatically follow and be followed by other subscribers."

74. Statements from former subscribers further belie Johnston's representation that his services do not include bots. For example, one former subscriber claims: "After I accepted, I suddenly had 3 more followers, but followed 250 people in return. There was no interaction from anyone of them on my stream, and the 'following' count would've skyrocketed if I hadn't removed the permissions soon after. . . . So all in all, it's a huge scam and wannabe networking service without any value." As another example, a different former subscriber says unequivocally, "[a]fter using multiple twitch trackers, I have come to terms that twitch bots are being used as the 'followers'."

75. Johnston advertises his bot services on his Twitchstarter.com Facebook and Twitter accounts. Attached hereto as Exhibit C-II are true and correct copies of samples of Johnston's social media pages.

76. Johnston has sent unsolicited commercial messages advertising his bot services to other Twitch users via the Twitch chat system.

1           77. Johnston uses the TWITCH mark in commerce without Twitch's permission and  
2 in a manner that is likely to deceive consumers as to his association or affiliation with, or  
3 sponsorship or endorsement by Twitch and/or the Twitch services. For instance, Johnston uses  
4 the TWITCH mark in the [www.twitchstarter.com](http://www.twitchstarter.com) and [www.twitchstarter.tv](http://www.twitchstarter.tv) domain names and in  
5 providing his services under the "Twitch Starter" name.

6           78. Moreover, Johnston unfairly competes with Twitch by using a similar font and  
7 purple user interface color.

#### 8           **H. The Anjomi Defendants' Unlawful Activity**

9           79. Michael and Katherine Anjomi operate websites located at  
10 [www.streamboosters.com](http://www.streamboosters.com) and [www.shoptwitch.com](http://www.shoptwitch.com), which redirects to  
11 [www.streamboosters.com](http://www.streamboosters.com). The Anjomis also operate websites located at [www.twitchshop.com](http://www.twitchshop.com)  
12 and [www.twitchstreams.org](http://www.twitchstreams.org). They also operate a website located at [www.upitpromo.com](http://www.upitpromo.com).  
13 Attached hereto as Exhibit D are true and correct copies of the Anjomi Defendants' websites.

14           80. On [www.streamboosters.com](http://www.streamboosters.com), the Anjomis offer, among other things, view bot,  
15 follower bot, chat bot, and channel view services.

16           81. The Anjomis have designed their services to evade detection by Twitch. For  
17 example, they claim to use "legitimate accounts, all with avatars and bio descriptions, to follow  
18 your stream" and will "add both followers and channel views slowly over a few days, for the  
19 most organic appearance possible." They also claim that their service "is proven to be undetected  
20 by stream service providers, and we stand behind it 100%."

21           82. In their FAQ section, in response to the question, "Why should I buy viewers?,"  
22 the Anjomis respond:

23           The more viewers you have on your channel, the higher your  
24 channel will rank in your game's listings, and the more exposure to  
25 new viewership your channel will receive. Having more viewers  
26 also increases how likely a viewer is to follow you and return back  
27 to your stream. The more viewers that return back, the more likely  
28 it is that you will become a partner with Twitch. *So by buying  
Twitch viewers, you put yourself one huge step closer to success.*

1           83.     In a separate FAQ, in response to the question of whether the Anjomis' services  
2 use human or bot viewers, they explain: "Bots. The bots are a means to get exposure. . . .With our  
3 service, you will see rapid growth on your stream. SB viewer bots --> Higher viewer count -->  
4 Higher ranking --> More human viewers."

5           84.     The Anjomis advertise bot packages ranging from 100 viewers, 50 chatters, 100  
6 followers, and 500 channel views for \$26.99 per week to 2,000 viewers, 1,000 chatters, 4,000  
7 followers, and 20,000 channel views for \$759.99 per month.

8           85.     The Anjomis advertise that they have been in business for over two years and  
9 service over 6,000 broadcasters. The Anjomis further boast that throughout this period, "not a  
10 single one [of our users] has received a suspension, ban, or even a message from their stream  
11 service provider due to our service. The security of our services and customers is of the utmost  
12 importance to us. We take every precaution possible, and will continue to strive to provide the  
13 safest service possible."

14           86.     The Anjomis claim that purchasing viewers is not only a safe practice, "but it has  
15 become a norm among streamers who want to make a serious impact." That's why, they claim,  
16 broadcasters should "let a professional marketing agency like Stream Boosters do all the hard  
17 work for you so you can focus on streaming!"

18           87.     Similar to [www.streamboosters.com](http://www.streamboosters.com), on [www.twitchshop.com](http://www.twitchshop.com), the Anjomis  
19 provide view bot, follow bot, chat bot, and channel view services.

20           88.     The Anjomis advertise that their services are "the #1 way to boost your stream"  
21 and are the "best stream boosting service[] for any streamer." They ease concerns of detection by  
22 claiming that they "use only private and dedicated proxies, tunnels, and VPN's [sic]."

23           89.     On this website, the Anjomis claim that by using their online web panel, a user can  
24 "[d]ecide how much [sic] live viewers you want and when you want it."

25           90.     The Anjomis offer viewer packages on [www.twitchshop.com](http://www.twitchshop.com) ranging from 100  
26 viewers, 100 followers, and 500 channel views for \$47 to 1,000 viewers, 1,000 followers, and  
27 5,000 channel views for \$250.

1           91.     The Anjomis advertise their bot services on their TwitchShop and Upit Promotions  
2     Twitter accounts and their Stream Boosters and Upit Promo YouTube accounts. Attached hereto  
3     as Exhibit D-II are true and correct copies of samples of the Anjomis' social media pages.

4           92.     The Anjomis have sent unsolicited commercial messages advertising their bot  
5     services to other Twitch users via the Twitch chat system and Twitch messaging system.

6           93.     The Anjomis use the TWITCH mark in commerce without Twitch's permission  
7     and in a manner that is likely to deceive consumers as to their association or affiliation with, or  
8     sponsorship or endorsement by Twitch and/or the Twitch services. For instance, the Anjomis use  
9     the TWITCH mark in the [www.shoptwitch.com](http://www.shoptwitch.com), [www.twitchshop.com](http://www.twitchshop.com), and  
10    [www.twitchstreams.org](http://www.twitchstreams.org) domain names and in providing their services under the "TwitchShop"  
11    name.

12          94.     Moreover, the Anjomis unfairly compete with Twitch on the  
13    [www.streamboosters.com](http://www.streamboosters.com) website by using a purple and white interface, a logo that is  
14    confusingly similar to Twitch's logo, and misrepresenting that botting is a safe practice. The  
15    Anjomis also unfairly compete with Twitch on the [www.twitchshop.com](http://www.twitchshop.com) website by using a  
16    purple and white interface and a logo that is confusingly similar to Twitch's logo.

#### 17           **I.     Defendant Sharaffodin's Unlawful Activity**

18          95.     Pooria Sharaffodin owns and operates the websites located at [www.babatools.com](http://www.babatools.com)  
19    and [www.stream-viewers.com](http://www.stream-viewers.com), and in the past he also owned and operated [www.sharaffodin.de](http://www.sharaffodin.de).  
20    Attached hereto as Exhibit E are true and correct copies of Defendant Sharaffodin's websites.

21          96.     On [www.babatools.com](http://www.babatools.com), Sharaffodin offers, among other things, software  
22    designed to create and implement view bots. For example, Sharaffodin offers a software suite  
23    that includes nine distinct programs, each of which provides a constituent feature necessary to  
24    using view bots successfully. This suite includes the following programs: Super Twitch God,  
25    Twitch God, Twitch Viewer Faker, Twitch Ultra Viewer, Twitch Account Maker, Proxy Shark,  
26    Twitch Viewers Tool, IRC Chat Bots, and Twitch Multi Account Connector.

27          97.     On [www.stream-viewers.com](http://www.stream-viewers.com), Sharaffodin offers view bot services. For instance,  
28    Sharaffodin advertises that his users can "Lean Back, concentrate for your Stream and get your

1 Channel Boosted Full Automatically” [sic]. On this website, Sharaffodin also provides a “Full  
2 Automatically [sic] Viewers Function,” through which users can “[s]end your Viewers and Boost  
3 your Channel to get partnered faster.” Sharaffodin also brags that he provides his services “using  
4 Best possible Real looking Accounts Names to make it legit with special connection methods.”

5 98. On [www.stream-viewers.com](http://www.stream-viewers.com), Sharaffodin offers bot packages ranging from 25  
6 viewers, 15 account names, and 15 chat bot accounts for 4.99€per month to 200 viewers, 160  
7 account names, and 160 chat bot accounts for 24.99€per month.

8 99. Additionally, Sharaffodin previously operated [www.sharaffodin.de](http://www.sharaffodin.de) and currently  
9 operates a YouTube channel located at [www.youtube.com/user/BabaOdin](http://www.youtube.com/user/BabaOdin), through which he  
10 provides tutorials on how to use his software to successfully employ view bots. For example  
11 Sharaffodin instructs users of Twitch God to “Load 100 Viewers, wait until all loaded, click Load  
12 again with 100, again and again then you have 400 Viewers.”

13 100. Sharaffodin advertises his services on his Sharaffodin Pooria Facebook, Pooria  
14 Sharaffodin Twitter, and BabaOdin YouTube accounts. Attached hereto as Exhibit E-II are true  
15 and correct copies of samples of Sharaffodin’s social media pages.

16 101. Sharaffodin has sent unsolicited commercial messages advertising his bot services  
17 to other Twitch users via the Twitch chat system.

18 102. Sharaffodin uses the TWITCH mark in commerce without Twitch’s permission  
19 and in a manner that is likely to deceive consumers as to his association or affiliation with, or  
20 sponsorship or endorsement by Twitch and/or the Twitch services. For instance, Sharaffodin  
21 provides the following software that uses the TWITCH mark in a way that is confusing: Super  
22 Twitch God, Twitch God, Twitch Viewer Faker, Twitch Ultra Viewer, Twitch Account Maker,  
23 Twitch Viewers Tool, and Twitch Multi Account Connector. Sharaffodin also uses the TWITCH  
24 mark on its [www.stream-viewers.com](http://www.stream-viewers.com) website in manner that is likely to confuse consumers, by  
25 offering, for example, several membership packages that use the TWITCH mark (e.g., “Twitch  
26 Pro Member”).  
27  
28

103. Moreover, Sharaffodin unfairly competes with Twitch by offering software that copies the Twitch logo and/or that uses a purple interface. Sharaffodin also misrepresents on the [www.stream-viewers.com](http://www.stream-viewers.com) website that its services are legitimate.

**J. Defendant Pelagatti's Unlawful Activity**

104. Marco Pelagatti operates a website located at [www.twitchswiss.com](http://www.twitchswiss.com). Attached hereto as Exhibit F are true and correct copies of Defendant Pelagatti's website.

105. On this website, Pelagatti offers view bot, chat bot, follower bot, and Twitch Partnership services. Pelagatti advertises that by using his view bot services, he will "guarantee that you can easily create the thousands of viewers that you want for your channel." Regarding his follower bot services, he notes that his users can add thousands of followers in a matter of seconds to help Twitch "decide whether you are partnered or not." He also provides chat bots because "[l]ive viewers without chatters would raise a huge red flag to the moderators."

106. The Twitch Partnership service is advertised as follows:

Users of our Twitch Viewer Bot have been able to achieve partnership status in record time. Sign up and you will have everything that you need to become a successful Twitch partner within days. So far, we have managed to score over 70 partnerships amongst our clients! What are you waiting for? Make your dream come true.

107. Further, Pelagatti provides view bot services using "a highly secure and unique system to deliver completely safe and naturally stable viewers and followers straight to your stream, all hours of the day and night." He goes on to certify that the system, "ensures that you can use our services with absolutely zero risk."

108. In his FAQ section, Pelagatti responds to the question of "Can I get banned?" by saying, "We have taken measures to prevent your channel from being flagged. It's recommended to follow the instructions given by the bot to ensure the safety of your account. *Also, since Twitch have [sic] decided to make botting itself a difficult process, they are no longer banning for botting.*"



109. Pelagatti offers bot packages ranging from 75 viewers, 50 chatters, and 150 followers for \$3.99 per day to 475 viewers, 300 chatters, and 4,000 followers for \$48.99 per month.

110. Pelagatti advertises his bot services on his Twitch Swiss Facebook and Twitter accounts. Attached hereto as Exhibit F-II are true and correct copies of samples of Pelagatti's social media pages.

111. Pelagatti has sent unsolicited commercial messages advertising his bot services to other Twitch users via the Twitch chat system.

112. Pelagatti uses the TWITCH mark in commerce without Twitch's permission and in a manner that is likely to deceive consumers as to his association or affiliation with, or sponsorship or endorsement by Twitch and/or the Twitch services. For instance, Pelagatti uses the TWITCH mark in the [www.twitchswiss.com](http://www.twitchswiss.com) domain name and in providing his services under the "Twitch Swiss" name.

113. Moreover, Pelagatti unfairly competes with Twitch by using a font and logo that are confusingly similar to that of Twitch's, misrepresenting that his services are undetectable, and misrepresenting that Twitch no longer bans the use of bots.

**K. Defendant Renfrow's Unlawful Activity**

114. Alex Renfrow operates websites located at [www.streamhomies.com](http://www.streamhomies.com) and [www.famehomies.com](http://www.famehomies.com), which links to [www.streamhomies.com](http://www.streamhomies.com). Attached hereto as Exhibit G are true and correct copies of Defendant Renfrow's websites.

115. On his website, Renfrow advertises, "Let's make your Channel Popular now. Buy Viewers / Followers from one of our exclusive packages below."

116. Renfrow offers packages for 100 followers, 100 viewers, and 50 chatters for \$25.99 per week to 2,000 followers, 1,000 viewers, and 500 chatters for \$452.99 per month.

117. In his FAQ, in response to the question of why a user should buy viewers, Renfrow explains:

The more viewers you have on your channel the more likely you are to show up in popular games and the more likely another user is to follow you and return back to your stream. The more users

1 that return back constantly the more likely it is that you will  
2 eventually become a partner or get brand recognition to take your  
3 daily streaming to a whole new level. So by buying twitch viewers,  
you put yourself one step closer to twitch fame.

4 118. Renfrow also represents that using view bots is not only safe, “it is the norm  
5 amongst streamers who want to make a serious impact.”

6 119. Renfrow advertises his bot services on his Stream Homies Facebook and Twitter  
7 accounts. Attached hereto as Exhibit G-II are true and correct copies of samples of Renfrow’s  
8 social media pages.

9 120. Renfrow uses the TWITCH mark in commerce without Twitch’s permission and in  
10 a manner that is likely to deceive consumers as to his association or affiliation with, or  
11 sponsorship or endorsement by Twitch and/or the Twitch services. For instance, Renfrow offers  
12 guides on the [www.streamboosters.com](http://www.streamboosters.com) website that use the TWITCH mark in a way that is  
13 likely to confuse consumers.

14 121. Moreover, Renfrow unfairly competes with Twitch by using a purple and white  
15 interface and misrepresenting that using bots is a safe practice.

16 **FIRST CLAIM FOR RELIEF**

17 **Federal Trademark Infringement (15 U.S.C. § 1114)**  
18 **Against All Defendants**

19 122. Twitch realleges and incorporates by reference the allegations in the preceding  
20 paragraphs as if fully set forth herein.

21 123. Twitch owns the TWITCH mark (U.S. Registration No. 4275948 and U.S. App.  
22 Serial No. 86485231), the “Glitch Logo” (U.S. App. Serial No. 86485295), and the TWITCHTV  
23 trademark (U.S. Registration Nos. 4087877 and 4230874). Twitch uses the these marks and logo  
24 in commerce in connection with its provision of its services. Attached hereto as Exhibit H are  
25 true and correct copies of the registrations and applications for the TWITCH and TWITCHTV  
26 marks and Glitch Logo.  
27  
28

124. As described above for each Defendant, Defendants use the TWITCH mark in domain names and on their websites in connection with the provision of bot services. Defendants' use of the TWITCH mark in commerce constitutes a reproduction, counterfeit, copy, or colorable imitation of a registered mark for which the use, sale, offering for sale, and advertising of their bot services is likely to cause confusion or mistake or lead to deception.

125. Defendants have used the TWITCH mark without Twitch's authorization.

126. Defendants' infringement of the TWITCH mark is willful.

127. As a consequence of Defendants' illicit use of the TWITCH mark, Twitch has been and will continue to be irreparably harmed unless enjoined by this Court. Therefore, Twitch has no adequate remedy at law and is entitled to injunctive relief as set forth herein.

128. In addition to injunctive relief, Twitch is also entitled to compensatory damages, lost profits, and costs incurred in pursuing this action. Also, as a consequence of Defendants' willful infringement, Twitch is entitled to recover from Defendants three times the amount of actual profits or damages, whichever is greater.

129. This is an exceptional case under 15 U.S.C. § 1117(a), entitling Twitch to recover its attorneys' fees incurred in connection with this action.

**SECOND CLAIM FOR RELIEF**  
**Federal Unfair Competition (17 U.S.C. § 1125(a))**  
**Against All Defendants**

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

131. As set forth above, the Defendants have made misleading descriptions of fact and false or misleading representations of fact on their websites in connection with their software and/or services, including misrepresentations about Twitch's approval of bot services. These misleading descriptions and representations misrepresent the nature, characteristics, and qualities of Defendants' software and/or services, as well as Twitch's services.

132. Defendants also use misleading Twitch design elements on their websites (including the Twitch logo and Twitch's purple color) in an effort to cause confusion or mistake, and to imply an affiliation, connection, or association with Twitch.

133. Defendants' misrepresentations and unauthorized use of Twitch design elements are likely to cause confusion, deception, or mistake as to their services' origin and the sponsorship of, approval by, and affiliation, connection, and/or association with Twitch and its services.

134. Defendants' violations are willful, constituting violations of 15 U.S.C. § 1125(a)(1)(A) and (B).

135. As a consequence of Defendants' actions, Twitch has been and will continue to be irreparably harmed unless Defendants' activity is enjoined by this Court. Therefore, Twitch has no adequate remedy at law and is entitled to injunctive relief as set forth herein.

136. In addition to injunctive relief, Twitch is also entitled to compensatory damages, lost profits, and costs incurred in pursuing this action. Also, as a consequence of Defendants' willful violations, Twitch is entitled to recover from Defendants three times the amount of actual profits or damages, whichever is greater.

137. This is an exceptional case under 15 U.S.C. § 1117(a), entitling Twitch to recover its attorneys' fees incurred in connection with this action.

### **THIRD CLAIM FOR RELIEF**

#### **Anticybersquatting (15 U.S.C. § 1125(d))**

#### **Against Defendants Bouchouev, Twitch Starter, Anjomi, and Pelagatti (the "Cybersquatting Defendants")**

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

139. The TWITCH mark was famous and distinctive at all times relevant herein.

140. The Cybersquatting Defendants had a bad faith intent to profit from the TWITCH mark when registering the following Internet domain names: "www.twitch-viewerbot.com," "www.twitch-buddy.com," "www.twitchviewerbot.net," "www.twitchstarter.com," "www.twitchstarter.tv," "www.shoptwitch.com," "www.twitchshop.com," and "www.twitchswiss.com."

141. The Cybersquatting Defendants registered, trafficked in, or used the above domain names, which are identical or confusingly similar to the TWITCH mark.

142. Defendants' registration and use of the infringing domain names has caused and will continue to cause monetary harm, in an amount to be proven at trial, resulting from the mistaken association of Defendants' services with Twitch.

143. Twitch is also suffering irreparable harm as a result of the above conduct, for which there is no adequate remedy at law. Therefore, Twitch is entitled to injunctive relief.

144. In addition to injunctive relief, Twitch is also entitled to compensatory damages, lost profits, costs incurred in pursuing this action, and transfer of the infringing domain names to Twitch. Also, as a consequence of Defendants' willful infringement, Twitch is entitled to recover from Defendants three times the amount of actual profits or damages, whichever is greater.

145. This is an exceptional case under 15 U.S.C. § 1117(a), entitling Twitch to recover its attorneys' fees incurred in connection with this action.

#### **FOURTH CLAIM FOR RELIEF**

#### **Computer Fraud and Abuse Act (18 U.S.C. § 1030 *et seq.*)**

#### **Against All Defendants**

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

147. Twitch's computers are protected computers under 18 U.S.C. § 1030(e)(2) because they are used in or affect interstate commerce, foreign commerce, or communication.

148. To provide their services and with the goal of defrauding Twitch's users, Defendants knowingly and intentionally used bot software that accessed Twitch's protected computers without authorization or in excess of the authorization granted to them by the Terms. Also without authorization or in excess thereof, Defendants willfully, and with the intent to defraud, accessed Twitch's protected computers by means of that fraud, and intended to and did use Twitch's protected computers. For example, Defendants represent that they can access Twitch's protected computers and circumvent Twitch's security measures in order to provide their bot services without being detected by Twitch.



1 accessing the Twitch services to, among other things, develop, test, or use bots or use Twitch's  
2 trademarks and brand assets.

3 159. On information and belief, Defendants regularly accessed the Twitch services with  
4 knowledge of the Terms and their prohibitions.

5 160. The Terms are valid, enforceable contracts between Twitch and each of the  
6 Defendants.

7 161. Defendants have willfully, continuously, and materially breached the Terms by  
8 engaging in the conduct described above, for example, by providing illicit bots designed to  
9 artificially and wrongly inflate broadcasters' viewers, followers, and/or chatters, thereby driving  
10 broadcasters into the Partnership Program under false pretenses.

11 162. Defendants breached the Terms by, among other things,

- 12 a. providing bot services to artificially inflate users' viewers and followers, a use  
13 that is not specifically authorized by the Terms; and using bots and/or other  
14 automated means "to access the Twitch Service for any purpose" and/or "to  
15 bypass any measures Twitch may use to prevent or restrict access to the Twitch  
16 Service";
- 17 b. using the Twitch services in a manner that violates Twitch's intellectual  
18 property rights, among other state and federal rights; and using proxy IP  
19 addresses and other means to circumvent or otherwise interfere with "security-  
20 related features of the Twitch Service . . . or features that enforce limitations on  
21 the use of the Twitch Service";
- 22 c. impairing, interfering with, disrupting, negatively affecting, and/or inhibiting  
23 other users' enjoyment of the Twitch services by exploiting those services and  
24 tricking viewers into watching content that is not high quality according to  
25 viewers' standards;
- 26 d. using bots to tamper with (i.e., artificially inflate) broadcasters' follow and live  
27 view stats;
- 28 e. using a Twitch trademark for an unauthorized commercial purpose; and



f. using the Twitch API to “interfere or attempt to interfere in any manner with the proper workings of the Twitch API, or create or distribute any application that adversely affects the functionality or performance of Twitch or services provided by Twitch.”

163. Twitch has dutifully performed its obligations pursuant to the Terms.

164. As a direct and proximate result of Defendants’ material breaches of the Terms, Twitch has been and will continue to be harmed, thereby entitling it to injunctive relief, compensatory damages, attorneys’ fees, costs, and/or other equitable relief against Defendants.

**SIXTH CLAIM FOR RELIEF**  
**Tortious Interference With Contract**  
**Against All Defendants**

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

166. All broadcasters that use the Twitch services have agreed to the Terms, which are a valid and enforceable contract.

167. Defendants provide software and/or services that, when used with Twitch’s services, cause broadcasters to materially breach the Terms.

168. As more fully described above, each of the Defendants was and is aware of the contracts between Twitch and its broadcasters, and, despite that knowledge, intentionally interfered with those contracts by creating, offering, advertising, or providing their respective software or services so broadcasters could materially breach the Terms.

169. Notwithstanding the above knowledge, the Defendants induced and continue to induce users to breach their contracts with Twitch. In fact, as described above, Defendants tell would-be purchasers of their services that Twitch will not enforce the Terms and that the bot services are designed to avoid Twitch’s detection and enforcement mechanisms.

170. Defendants’ acts constitute a harm that is of a continuing nature and for which Twitch has no adequate remedy at law.

171. As a direct and proximate result of Defendants' material breaches of the Terms, Twitch has been and will continue to be harmed, thereby entitling it to both injunctive relief and monetary damages in an amount to be proven at trial.

172. The Defendants' actions described above were performed intentionally to injure Twitch and/or with willful disregard of Twitch's rights, entitling Twitch to an award of punitive damages against each of the Defendants in an amount sufficient to deter any future transgressions.

**SEVENTH CLAIM FOR RELIEF**  
**California Unfair Competition (Cal. Bus. & Prof. Code § 17200 *et seq.*)**  
**Against All Defendants**

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

174. By the acts described herein, Defendants have engaged in unlawful and/or fraudulent business practices that have and will continue to injure Twitch and its business, in violation of California Business and Professions Code section 17200 *et seq.*

175. The conduct of each of the Defendants is unlawful as required by section 17200 because Defendants have engaged in violations of state and federal law, including the following:

- a. breaching the Terms by, among other things, using bot services to artificially inflate viewers;
- b. interfering with Twitch's contracts with its other users; infringing the TWITCH mark by using it in domain names and in connection with bot services; and unfairly competing with Twitch by copying its user interface, font, and logo;
- c. defrauding Twitch by misrepresenting that they intended to abide by the Terms; and
- d. accessing Twitch's computers without authorization or in excess of any authorization granted them.

176. The conduct of each of the Defendants is fraudulent as required by section 17200 because reasonable consumers have been and will continue to be deceived by Defendants'

1 misleading business and advertising practices. All the Defendants advertise and describe their  
2 services as, among other things, (1) necessary to succeed on Twitch, (2) permitted by Twitch,  
3 and/or (3) undetectable by Twitch. Defendants' software and/or services misrepresent the  
4 popularity of Twitch broadcasters, thereby deceiving other Twitch users. They induce Twitch to  
5 pay revenues that have not been earned.

6 177. Defendants' acts alleged herein have caused monetary damage to Twitch, in an  
7 amount to be proven at trial, in the form of costs related to investigating, preventing, and  
8 remedying Defendants' unlawful activities and harm to goodwill, and costs incurred because  
9 Twitch was deceived into paying for content it otherwise would not have paid for.

10 178. Defendants have caused and will continue to cause irreparable injury to Twitch,  
11 unless and until Defendants are permanently enjoined. Twitch, therefore, is entitled to an order  
12 pursuant to section 17203 enjoining the Defendants from further engaging in the conduct  
13 described herein.

14 179. As a direct and proximate result of Defendants' conduct alleged herein,  
15 Defendants have been unjustly enriched and should be ordered to disgorge any and all profits  
16 earned as a result of such unlawful conduct.

17 **EIGHTH CLAIM FOR RELIEF**

18 **Fraud**

19 **Against All Defendants**

20 180. Twitch realleges and incorporates by reference the allegations in the preceding  
21 paragraphs as if fully set forth herein.

22 181. By registering an account with Twitch, Defendants represented to Twitch that they  
23 agreed to be bound by the Terms. For instance, Defendants represented and agreed to not engage  
24 in "[t]ampering (such as artificially inflating follow or live viewer stats)." Each and every  
25 instance of a fake viewer, follower, or chatter that Defendants created and used to view a  
26 broadcaster's channel represented a separate representation, in the form of a statement to Twitch,  
27 that the Defendants knew to be false. Additional representations made by Defendants are alleged  
28 in paragraphs 34-42.

182. In direct violation of the Terms, Defendants registered Twitch accounts with the sole purpose of developing and/or deploying their bot services. Defendants had no intention of abiding by the Terms and made fraudulent representations to the contrary to Twitch, knowing them to be false and with the intent of defrauding Twitch.

183. Twitch justifiably relied on Defendants' representations and granted Defendants access to the Twitch services. Had Defendants not represented to Twitch that they agreed to abide by the Terms, Twitch would not have granted them access to the Twitch services.

184. As a direct and proximate result of Defendants' conduct, Twitch suffered (1) lost business relationships; (2) lost prospective business relationships; (3) lost goodwill; and (4) lost resources, such as money, technical capacity, and personnel, which Twitch would not have been forced to expend but for Defendants' fraud.

185. Twitch therefore is entitled to monetary damages against each of the Defendants in an amount to be determined at trial.

186. Twitch is also entitled to punitive damages arising from Defendants' willful misrepresentations.

**NINTH CLAIM FOR RELIEF**

**California Comprehensive Computer Data Access and Fraud Act (Cal. Penal Code § 502)  
Against All Defendants**

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

188. Defendants, without permission, have knowingly and intentionally accessed, and as a result of that access, used Twitch's computers, computer systems, and/or computer networks to both defraud Twitch and commercially benefit from Twitch and its users.

189. Defendants, without permission, knowingly used Twitch's computers or caused them to be used.

190. Defendants, without permission, knowingly provided and/or assisted in providing a means of accessing Twitch's computers, computer systems, and/or computer networks.

191. Defendants, without permission knowingly accessed and/or caused to be accessed Twitch's computers, computer systems, and/or computer networks.

192. As a direct and proximate result of Defendants' conduct alleged herein, Twitch has been harmed in an amount to be proven at trial. Twitch is also entitled to recover its reasonable attorneys' fees under California Penal Code § 502(e).

193. In addition, Twitch is informed and believes, and thereon alleges, that Defendants were willful and malicious in engaging in the acts described above. Therefore, Twitch is entitled to punitive damages.

194. In addition, Twitch has suffered and will continue to suffer irreparable harm resulting from Defendants' conduct, and a remedy at law is inadequate to fully compensate it. Accordingly, Twitch is entitled to injunctive relief.

#### **TENTH CLAIM FOR RELIEF**

##### **Accounting Against All Defendants**

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

196. Defendants have obtained business through the use of unlawful conduct, as alleged elsewhere in this Complaint.

197. Defendants have received money as a result of their misconduct, at Twitch's expense, and some or all of such money is rightfully due to Twitch.

198. The amount of money due from Defendants to Twitch cannot be ascertained without an accounting of the income and gross revenue that Defendants have obtained through their wrongful and unlawful conduct. Twitch is entitled, therefore, to a full accounting.

#### **PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff Twitch prays for the following relief:

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

- (a) Using the TWITCH mark or any confusingly similar derivation or imitation thereof;
- (b) Using or accessing the Twitch services;
- (c) Creating, writing, developing (either directly or indirectly) any robot, crawler, spider, or other software that interacts, either directly or indirectly, with the Twitch services; or
- (d) Using, offering, advertising, selling, or providing, either directly or indirectly, any robot, crawler, spider, or other software that interacts with the Twitch services.

2. An order requiring Defendants to deliver all copies of materials, including methods and source code, that violate Twitch's rights as described herein.
3. An order requiring Defendants to provide Twitch with an accounting of any and all sales of services that violate Twitch's rights as described herein, including information sufficient to identify purchasers of such services.
4. An order requiring that the "www.twitch-viewerbot.com," "www.twitch-buddy.com," "www.twitchviewerbot.net," "www.twitchstarter.com," "www.twitchstarter.tv," "www.shoptwitch.com," "www.twitchshop.com," and "www.twitchswiss.com" domains be transferred to Twitch, or, in the alternative, an order cancelling the above registrations and enjoining the registrant-Defendants from attempting to reregister the domains.
5. An order requiring that Defendants remove all advertisements for bot services directed toward Twitch from any location, whether in physical print or online, including but not limited to the removal of any and all social media accounts that advertise their services, including but not limited to those located on Facebook, Twitter, Google Plus, and YouTube.
6. An order barring payment processing companies, Internet service providers, and social media companies from providing services to Defendants that facilitate the advertisement and/or sale of bot services with respect to Twitch.

- 1           7.     An award to Twitch of restitution and damages, including, but not limited to,  
2                 liquidated, compensatory, statutory, treble damages, and punitive damages, and all  
3                 other damages permitted by law.
- 4           8.     An award to Twitch of its costs incurred in this suit, including, but not limited to,  
5                 reasonable attorneys' fees.
- 6           9.     Such other relief as this Court deems just and proper.

7                                 **DEMAND FOR JURY TRIAL**

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

9  
10          DATED: June 17, 2016

**PERKINS COIE LLP**

11  
12                                 By:      /s/ Judith B. Jennison       
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