

# Exhibit A

# Artifact Streams

Troll streams will be posted on our Subreddit and Discord.



Streams of repulsive content will not be displayed.

Some extensions may cause the chatbox to not load. May not work with all VPNs.

## FEATURED STREAM

HIDE REFRESH OFFLINE Stream Chat

This channel has been suspended.

Send a message

Chat

## OTHER STREAMS

## STREAM CLIPS

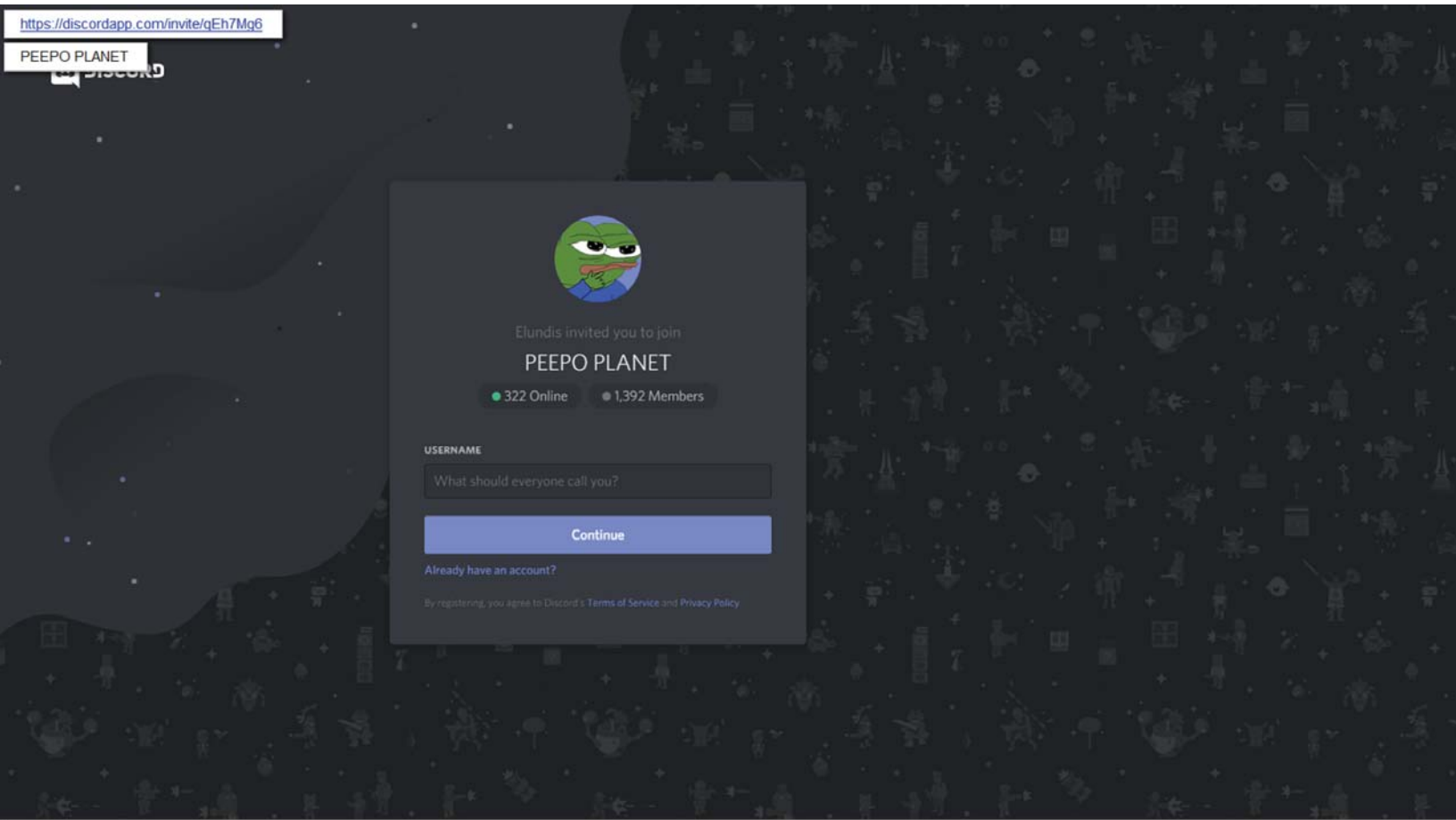
TriHard Clap  
ComedyShortsGamer playing Just Chatting  
11,236 views

IMAGINE  
batrobe\_dwane playing Just Chatting  
9,643 views

Ram Ranch  
ComedyShortsGamer playing Fortnite  
530,954 views

## DISCLAIMER

None of the audio/visual content is hosted on this site. All media is embedded from other sites. Therefore, this site has no control over the copyright issues of the streaming media.



<https://discordapp.com/invite/qEh7Mg6-PEEPO PLANET-2019-06-10, 12:05>

https://discordapp.com/channels/585980929831600138/585981326201454592 Need system-wide Push to Talk? Get the desktop app! Download

#information PLANET # information

LANDING

- # information
- # peepo-ranks
- # peepo-royalty

PEEPO PLANET

- # peepo-chat
- # peepo-media
- # peepo-invites

PEEPO CHAT

- PEEPO'S 01
  - grilocagoes
  - TAIWAN NO.1
- JOINS
  - joins

Elundis Last Thursday at 1:30 AM

**Rules - ZERO Tolerance**

- DOxing users is strictly prohibited. Any proof or even mention of someone's personal information will result in a permanent ban.
- Anyone found posting links and encouraging others to harass other servers or streams will be banned immediately.
- Pornographic content of gore/animal cruelty/necrophilia/pedophilia (including lolicon, etc.) will be banned immediately.

This Discord is not associated with any other servers or communities, if an entity is using it in a malicious manner, they will be permanently removed.


<https://discord.gg/qEh7Mg6>  
<https://discord.gg/Yq8sZz2> (invite)

YOU'VE BEEN INVITED TO JOIN A SERVER

**PEEPO PLANET**  
322 Online • 1,392 Members

YOU'VE BEEN INVITED TO JOIN A SERVER

**TWITCH LEGION INC.**  
40 Online • 173 Members



You do not have permission to send messages in this channel.

KINGS OF PEEPO LAND—2

- Pepega
- skel

PP PARADISE—2

- kalu
- Leiza

PEEPO ROYALS—14

- bs88071
- Cercyn
- Josh
- Lokira
- malivan
- Mr.Voldemort
- Neox
- Pope
- rklir20  
Playing League of Legends
- scuffedbillgates  
Playing Garry's Mod
- Tony Tagliano  
Playing The Sims 4
- Tres
- Venom  
Playing World of Tanks
- Vold



The screenshot displays the Discord web interface for the #peepo-chat channel. The top navigation bar shows the URL <https://discordapp.com/channels/585980929831600138/585980929831600140> and a prompt to download the desktop app. The left sidebar lists various channels under categories like 'LANDING', 'PEEPO PLANET', 'PEEPO CHAT', and 'JOINS'. The main chat area features a blue notification bar for 40 new messages. Recent messages include:

- Esuer: Today at 12:20 PM
- KawaiiconaisMes: Today at 12:20 PM
- Fat Anime Tittys: Today at 12:20 PM (rape vids now)
- Esuer: Today at 12:20 PM
- Kiwi: Today at 12:21 PM
- Fat Anime Tittys: Today at 12:21 PM (we dont want no womans enjoying themselves)
- TAIWAN NO.1: Today at 12:21 PM (台灣人敢不敢進來聊天室)
- Александр Топоркин: Today at 12:21 PM

The right sidebar shows a list of users in the channel, including Pepega, skel, kalu, Leiza, bs88071, Cercyn, Josh, kareem khtb, Lokira, malivan, Mr.Voldemort, Neox, Pope, rlfiaz20, scuffedbilgates, Tony Tagliano, Txes, and Venom.

<https://discordapp.com/channels/585980929831600138/585980929831600140-#peepo-chat-2019-06-10, 12:30>

https://discordapp.com/channels/585980929831600138/585980929831600140

Need system-wide Push to Talk? Get the desktop app! Download

#peepo-chat PEPE PLANET

107 new messages since 12:28 PM MARK AS READ

LANDING

- # information
- # peepo-ranks
- # peepo-royalty

PEPEO PLANET

- # peepo-chat
- # peepo-media
- # peepo-invites

PEPEO CHAT

- PEPEO'S O1

JOINS

- # joins

Fat Anime Tittys Today at 12:12 PM  
PLAY THIS [https://www.heavy-r.com/video/313469/Violent\\_Rape/](https://www.heavy-r.com/video/313469/Violent_Rape/)

skel Today at 12:12 PM  
?

BRASIL IS NUMBER 1 Today at 12:12 PM  
New account

skel Today at 12:12 PM

Esuer Today at 12:13 PM

Fat Anime Tittys Today at 12:12 PM  
PLAY THIS [https://www.heavy-r.com/video/186121/Rape\\_of\\_a\\_young\\_student\\_captured\\_on\\_CCTV\\_camera\\_/](https://www.heavy-r.com/video/186121/Rape_of_a_young_student_captured_on_CCTV_camera_/)

TAIWAN NO.1 Today at 12:13 PM

You're viewing older messages JUMP TO PRESENT

Message #peepo-chat

\*\*\* Asa/Marisol is typing...

KINGS OF PEEPO LAND—2

- Pepega
- skel

PP PARADISE—2

- kalu
- Leiza

PEEPO ROYALS—13

- bs88071
- Cercyn
- Josh
- Lokira
- malivan
- Mr.Voldemort
- Neox
- Pope
- rkiller20  
Playing League of Legends
- scuffedbillgates  
Listening to Spotify
- Tony Tagliano  
Playing The Sims 4
- Venom  
Playing World of Tanks
- Void

CURSED SMORC LAND—275

https://discordapp.com/channels/585980929831600138/585980929831600140-#peepo-chat-2019-06-10, 12:35

https://discordapp.com/channels/585980929831600138/585980929831600140

Need system-wide Push to Talk? Get the desktop app!

#peepo-chat PLANET

73 new messages since 1:35 PM MARK AS READ

LANDING

- # information
- # peepo-ranks
- # peepo-royalty

PEEPO PLANET

- # peepo-chat
- # peepo-media
- # peepo-invites

PEEPO CHAT

- PEEPO'S 01
  - Baris Ozcan
  - Chroma
  - Hardly
  - HARU
  - Hestia
  - kattbuse
  - Light Yagami
  - Madcroos
  - Nekros
  - Prochnost
  - Retoon
  - senturyonn

peepo-chat

Kino Today at 1:29 PM  
so im on VPN

Pope Today at 1:29 PM  
stream the execution

Esuer Today at 1:29 PM

Fat Anime Tittys Today at 1:29 PM  
live execution

Kino Today at 1:29 PM  
using ProtonVPN btw

HARU Today at 1:29 PM

Kino Today at 1:29 PM  
good service

Esuer Today at 1:29 PM  
@Kino dont do it

You're viewing older messages JUMP TO PRESENT

Message #peepo-chat

\*\*\* kattbuse and Kino are typing...

KINGS OF PEEPO LAND—2

- Pepega
- skel  
Playing JetBrains IDE

PP PARADISE—2

- kalu
- Leiza

PEEPO ROYALS—13

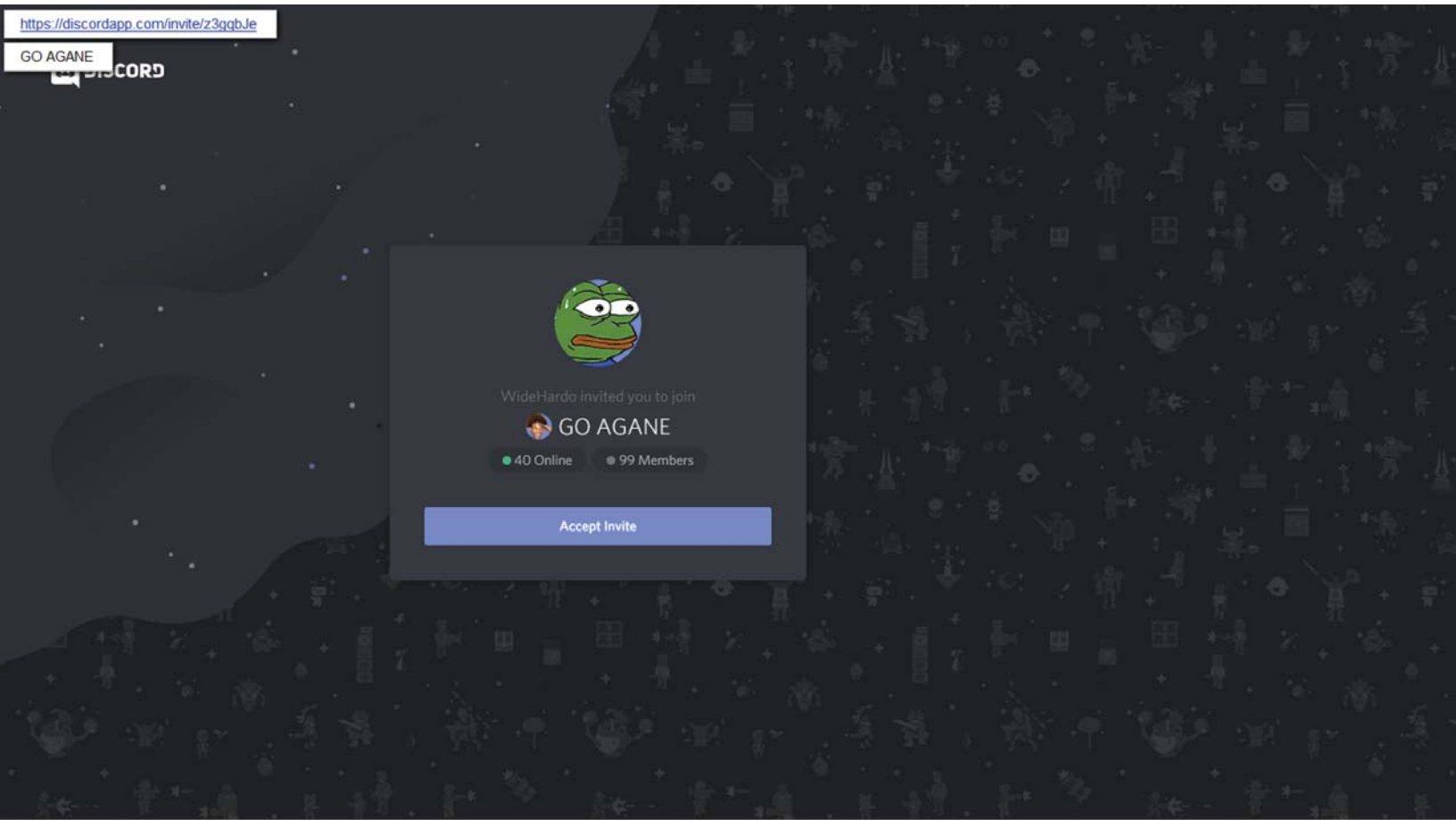
- bs88071
- Cercyn
- Josh
- Lokira
- malivan
- Mr.Voldemort
- Neox
- Pope
- rKiller20  
Playing League of Legends
- Tony Tagliano
- Tren  
Playing Lunar Client
- Venom  
Playing Watch\_Dogs 2
- Void

CURSED SMORC LAND—278

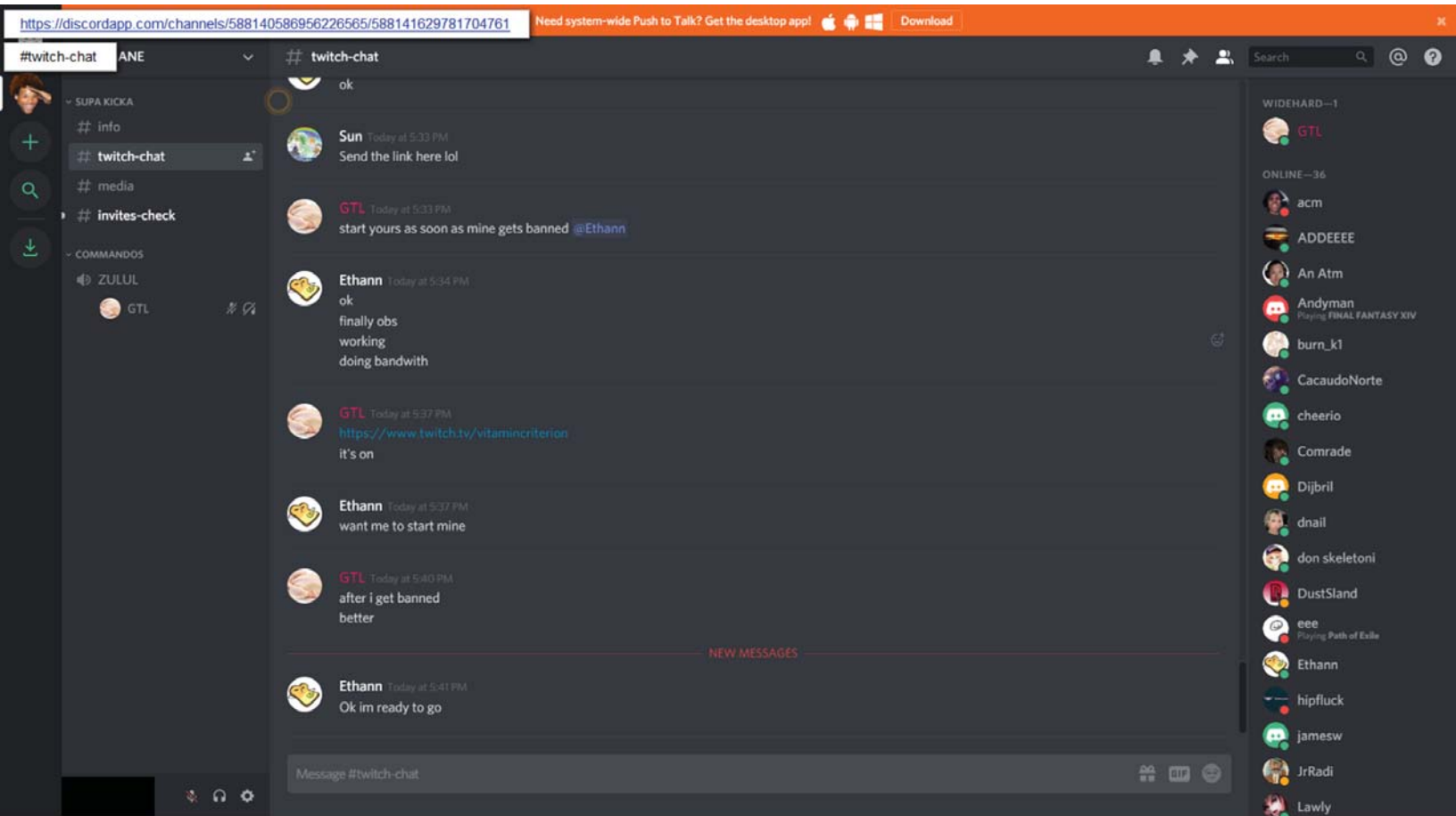
https://discordapp.com/channels/585980929831600138/585980929831600140-#peepo-chat-2019-06-10, 13:41

The screenshot shows a Discord chat interface. At the top, the browser address bar displays <https://discordapp.com/channels/583216242131730432/583216242131730434>. The chat header shows the server name 'TWITCH LEGION INC.' and the channel name '# welcome'. A notification banner at the top right says 'Need system-wide Push to Talk? Get the desktop app!'. The main chat area contains a message from 'Pepega' dated 05/29/2019 with the following text: 'TWITCH STREAMS No gore, scat, or otherwise inhumane things are to be posted, a permanent ban will ensue. SNITCHES WILL BE BOPPED ON THE HEAD'. Below this is a notice: 'This server is not connected to any streams pr communities. You can invite others with this invite link: <https://discord.gg/Yq8s2z2> Updated Discord links can be found at: <https://www.artifactstreams.com/> TROLL STREAMS REDDIT CAN BE FOUND AT: <https://www.reddit.com/r/trollstreams/> (allied)'. An invitation card for 'TWITCH LEGION INC.' is shown with '38 Online' and '180 Members', and a 'Joined' button. Below the invitation is a link to 'Artifact Streams - Twitch Troll Streams' with a description and an invite link: <https://discord.gg/qCh7Mg6>. A small 'reddit' link to [r/trollstreams](https://www.reddit.com/r/trollstreams) is also present. The right sidebar shows a list of online users, including (Dias-, Ammicuson, Bero768, bs88071, BYANO, cheerio, cock girth, Copper4, Cyrail, dopecity, dsfd, EBT, Esuer, Ficalino, Garydose, Ghosst, INMOS, kalu, Kirb Birb, and Leiza. At the bottom, a message box contains the text 'You do not have permission to send messages in this channel.'

[https://discordapp.com/channels/583216242131730432/583216242131730434-#welcome-2019-06-10, 13:14](https://discordapp.com/channels/583216242131730432/583216242131730434-#welcome-2019-06-10,13:14)



https://discordapp.com/invite/z3gqbJe-GO AGANE-2019-06-11, 17:36



<https://discordapp.com/channels/588140586956226565/588141629781704761-#twitch-chat-2019-06-11, 17:42>

The screenshot shows a Discord chat window with the following content:

- Channel:** #twitch-chat
- Messages:**
  - no
  - dnail** (Today at 5:07 PM): im making new account 5head
  - Ethann** (Today at 5:12 PM): ok I'm getting obs downloading
  - dnail** (Today at 5:19 PM): can someone make me an account ill 2 step verify <https://gyazo.com/685d06447bb2ce7a5dfae198d4ce1c43> actually ill change ip one sec
  - GTL** (Today at 5:25 PM): you cant reset your router? ip dynamic? thats what I did everytime they IP banned me and it worked
  - Sun** (Today at 5:29 PM): Yo is the porn stream still going? 😂😂😂
  - Ethann** (Today at 5:32 PM): it will give me or dnail a min
- Left Sidebar:** SUPA KICKA, # info, # twitch-chat, # media, # invites-check, COMMANDOS, ZULUL, GTL
- Right Sidebar:** WIDEHARD-1, GTL, ONLINE-41, 7Percent, acm, ADDEEEE, An Atm, Andyman, Apollo, burn\_k1, CacaudoNorte, cheerio, cirle, Comrade, Dijbril, dnail, don skeletoni, DustSland, eee, Ethann, hipfluck

<https://discordapp.com/channels/588140586956226565/588141629781704761-#twitch-chat-2019-06-11, 17:51>



https://discordapp.com/channels/588140586956226565/588141629781704761

#twitch-chat ANE twitch-chat

9 new messages since 5:55 PM

Ethann Today at 4:18 PM  
nigger?  
why all these fucking mexicans in here @zLawless

zLawless Today at 4:18 PM  
i dont speak  
wall  
trump

Ethann Today at 4:19 PM  
taco bell

GTL Today at 4:19 PM  
<https://www.twitch.tv/highlightsratios>  
its ON

Ethann Today at 4:19 PM  
yes  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/highlightsratios>  
<https://www.twitch.tv/hiehlichtsratio>

Message #twitch-chat

WIDEHARD--1  
GTL  
ONLINE--4B  
7Percent  
acm  
ADDEEEE  
An Atm  
Andyman  
Playing FINAL FANTASY XIV  
Apollo  
burn\_k1  
byBobMarley  
CacadoNorte  
cheerio  
Comrade  
Dijbril  
dnail  
don skeletoni  
DustSland  
eee  
Ethann  
Herv

https://discordapp.com/channels/588140586956226565/588141629781704761-#twitch-chat-2019-06-11, 18:02

The screenshot shows a Discord chat interface. At the top, the browser address bar displays the URL: <https://discordapp.com/channels/588140586956226565/588141629781704761>. The chat window title is "#twitch-chat".

The chat history includes the following messages:

- A message from an unnamed user: "rest in rip"
- A message from **dnail** (Today at 6:44 PM): "im gonna go for a bit ill be back and stream in an hour tho"
- A message from **GTL** (Today at 6:47 PM): "WE RECRUIT STREAMERS BTW IF YOU WANT TO STREAM AND NEED A VPN AND ACCOUNTS WE CAN SET YOU UP JUST MESSAGE @WideHardo YOU WILL ALSO BE ADDED TO THE STREAMERS GROUP CHAT 🤪". This message has 5 thumbs up, 3 thumbs down, 3 reactions, 2 replies, and 3 mentions.
- A message from **dnail** (Today at 5:10 PM): "GO INTO VC" followed by two links: <https://www.twitch.tv/blissful82> and <https://www.twitch.tv/blissful82>.
- A message from **dnail** (Today at 5:29 PM): [Redacted]
- A message from **paseoii** (Today at 6:24 PM): [Redacted]
- A message from **Ethann** (Today at 6:36 PM): "penis"
- A message from **EssDee** (Today at 6:40 PM): "wheres the streams"

The right-hand panel shows a list of members in the channel, including **dnail**, **Ethann**, **WideHardo**, **skel**, **AbsenceOfGod**, **acm**, **ADiabeticInNeed**, **Aizen**, **burn\_k1**, **byBobMarley**, **cheerio**, **DeadPixel**, **deo**, **dire**, **don\_skeletoni**, **DustSland**, **elo**, and **Endou**.

<https://discordapp.com/channels/588140586956226565/588141629781704761-#twitch-chat-2019-06-12, 18:56>

<https://discordapp.com/channels/588140586956226565/588141629781704761> Need system-wide Push to Talk? Get the desktop app! Download

#twitch-chat ANE

rest in rip

dnail Today at 4:44 PM  
im gonna go for a bit ill be back and stream in an hour tho

GTL  
WE R  
@W  
5

dnail  
GO IN  
https://  
https://

dnail

pasec  
Message @GTL

Ethann Today at 6:36 PM  
penis

EssDee Today at 6:40 PM  
wheres the streams

Message #twitch-chat

ROLES

- Pepega
- WideHardest
- WideHard
- TriHard
- Streamers
- NOTIFICATIONS
- VERIFIED

NOTE

Click to add a note

PROTIP: Right click user for more actions

TRIHard-3

- dnail
- Ethann
- WideHardo

STREAMERS-1

- skel

ONLINE-54

- AbsenceOfGod
- acm
- ADiabeticInNeed
- Aizen
- burn\_k1
- byBobMarley
- cheerio
- DeadPixel
- deo
- dire
- don\_skeletoni
- DustSland
- elo
- Endou

[#twitch-chat-2019-06-12, 18:57](https://discordapp.com/channels/588140586956226565/588141629781704761)

# Exhibit B

artifactsstreams.com

By submitting any personal data, I agree that the personal data will be processed in accordance with the ICANN Privacy Policy, and agree to abide by the website Terms of Service

Showing results for: ARTIFACTSTREAMS.COM

Original Query:artifactsstreams.com

### Contact Information

#### Registrant Contact

Name: Tyler Steinkamp  
Organization: None  
Mailing Address: 110 E 5th Street,  
New London MO 93459 US  
Phone: +1 9158819367  
Ext:  
Fax:  
Fax Ext:  
Email: ganggangchef@gmail.com

#### Admin Contact

Name: Tyler Steinkamp  
Organization: None  
Mailing Address: 110 E 5th Street,  
New London MO 93459 US  
Phone: +1 9158819367  
Ext:  
Fax:  
Fax Ext:  
Email: ganggangchef@gmail.com

#### Tech Contact

Name: Tyler Steinkamp  
Organization: None  
Mailing Address: 110 E 5th Street,  
New London MO 93459 US  
Phone: +1 9158819367  
Ext:  
Fax:  
Fax Ext:  
Email: ganggangchef@gmail.com

Submit a Complaint for WHOIS  
[WHOIS Inaccuracy Complaint Form](#)  
[WHOIS Service Complaint Form](#)

[WHOIS Compliance FAQs](#)

#### Registrar

#### Status

#### Important Dates

Updated Date: 2019-06-01  
Created Date: 2019-05-29  
Registrar Expiration Date: 2020-05-29

#### Name Servers

ns6005.hostgator.com  
ns6006.hostgator.com

### Raw WHOIS Record

```
Domain Name: ARTIFACTSTREAMS.COM
Registry Domain ID: 2396591622_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.launchpad.com
Registrar URL: LaunchPad.com
Updated Date: 2019-06-01T21:00:12Z
Creation Date: 2019-05-29T22:08:12Z
Registrar Registration Expiration Date: 2020-05-29T22:08:12Z
Registrar: Launchpad, Inc. (HostGator)
Registrar IANA ID: 955
Domain Status: clientTransferProhibited https://icann.org/epp/clientTransferProhibited
Registry Registrant ID: Not Available From Registry
Registrant Name: Tyler Steinkamp
Registrant Organization: None
Registrant Street: 110 E 5th Street
Registrant City: New London
Registrant State/Province: MO
Registrant Postal Code: 93459
Registrant Country: US
Registrant Phone: +1.9158819367
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: ganggangchef@gmail.com
Registry Admin ID: Not Available From Registry
Admin Name: Tyler Steinkamp
Admin Organization: None
Admin Street: 110 E 5th Street
Admin City: New London
Admin State/Province: MO
Admin Postal Code: 93459
Admin Country: US
Admin Phone: +1.9158819367
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: ganggangchef@gmail.com
Registry Tech ID: Not Available From Registry
Tech Name: Tyler Steinkamp
Tech Organization: None
Tech Street: 110 E 5th Street
Tech City: New London
Tech State/Province: MO
Tech Postal Code: 93459
Tech Country: US
Tech Phone: +1.9158819367
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: ganggangchef@gmail.com
Name Server: ns6005.hostgator.com
Name Server: ns6006.hostgator.com
DNSSEC: Unsigned
Registrar Abuse Contact Email: abuse@websitewelcome.com
Registrar Abuse Contact Phone: +1.713.574.5287
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
>>> Last update of WHOIS database: 2019-06-17T23:01:51Z <<<

For more information on whois status codes, please visit https://icann.org/epp

Registration Service Provided By: LAUNCHPAD.COM, INC.
```

The data in this whois database is provided to you for information purposes only, that is, to assist you in obtaining information about or related to a domain name registration record. We make this information available "as is", and do not guarantee its accuracy. By submitting a whois query, you agree that you will use this data only for lawful purposes and that, under no circumstances will you use this data to:

- (1) enable high volume, automated, electronic processes that stress or load this whois database system providing you this information; or
- (2) allow, enable, or otherwise support the transmission of mass unsolicited, commercial advertising or solicitations via direct mail, electronic mail, or by telephone.

The compilation, repackaging, dissemination or other use of this data is expressly prohibited without prior written consent from us. The Registrar of record is Launchpad, Inc. (HostGator). We reserve the right to modify these terms at any time. By submitting this query, you agree to abide by these terms.

#### NOTICE, DISCLAIMERS AND TERMS OF USE

On 17 May 2018 the ICANN Board adopted a [Temporary Specification for gTLD Registration Data](#). This page is under review and will be updated to address the Temporary Specification.

All results shown are captured from registries and/or registrars and are framed in real-time. ICANN does not generate, collect, retain or store the results shown other than for the temporary duration necessary to show these results in response to real-time queries. These results are shown for the sole purpose of assisting you in obtaining information about domain name registration records and for no other purpose. You agree to use this data only for lawful purposes and further agree not to use this data (i) to allow, enable, or otherwise support the transmission by email, telephone, or facsimile of mass unsolicited, commercial advertising, or (ii) to enable high volume, automated, electronic processes to collect or compile this data for any purpose, including without limitation mining this data for your own personal or commercial purposes. ICANN reserves the right to restrict or terminate your access to the data if you fail to abide by these terms of use. ICANN reserves the right to modify these terms at any time. By submitting a query, you agree to abide by these terms.

\* There is one exception. ICANN acts as the registry operator for the .int TLD, and in that capacity it does collect, generate, retain and store information regarding registrations in the .int TLD.

# Exhibit C

The screenshot displays the Discord web interface for the #peepo-chat channel. The top navigation bar shows the URL <https://discordapp.com/channels/585980929831600138/585980929831600140> and a prompt to download the desktop app. The left sidebar lists various channels under categories like 'LANDING', 'PEEPO PLANET', 'PEEPO CHAT', and 'JOINS'. The main chat area shows a message history starting with a notification of 23 new messages since 12:28 PM. The messages include:

- Alexander Toporkin (Александр Топоркин) at 12:21 PM: <https://tenor.com/view/clapping-leonardo-dicaprio-leo-dicaprio-gif-10584134>
- Bruno H. at 12:21 PM: [Peepo avatar]
- Fat Anime Tittys at 12:21 PM: nice
- Bruno H. at 12:21 PM: [Peepo avatar]
- Fat Anime Tittys at 12:21 PM: careful with that link its a ddoss site its gonna take your IP AND OYUR GONNA GET RAPED
- Esuer at 12:22 PM: [Peepo avatar]
- TAIWAN NO.1 at 12:22 PM: [Peepo avatar]

The right sidebar shows a list of users in the channel, including Pepepa, skel, kalu, Leiza, and others. The bottom of the chat area shows a typing indicator for 'Asa/Marisol'.

<https://discordapp.com/channels/585980929831600138/585980929831600140-#peepo-chat-2019-06-10>, 12:29



# Exhibit D

Sorry. Unless you've got a time machine, that content is unavailable.

Browse channels



Tweets 1,936 Followers 1,944 Likes 5

Follow

### Twitch ToS.py

@TwitchToS

A unique bot designed to share links to irregular streams. May contain NSFW content.

Skel#0157

artifactstreams.com

Joined January 2019

Photos and videos



### Tweets Tweets & replies Media

Pinned Tweet

**Twitch ToS.py** @TwitchToS · May 25

0:05 20.1K Views

3 replies 14 retweets 72 likes

**Twitch ToS.py** @TwitchToS · 46m

Suspicious Stream Found:  
Channel: vitamincriterion

**vitamincriterion** - Twitch  
Just chilling with you guys. @Lota\_ASMR  
twitch.tv

1 reply 1 retweet 1 like

**Twitch ToS.py** @TwitchToS · 2h

Suspicious Stream Found:  
Channel: highlightratios

**highlightratios** - Twitch  
ASMR and Mukbang later.  
twitch.tv

1 reply 1 retweet 1 like

**Twitch ToS.py** @TwitchToS · 3h

Suspicious Stream Found:  
Channel: newarkappropriate

**newarkappropriate** - Twitch  
New HAIR ❤️ ASMR + games?  
twitch.tv

1 reply 1 retweet 1 like

**Twitch ToS.py** @TwitchToS · 12h

Suspicious Stream Found:  
Channel: gravityalloy

**gravityalloy** - Twitch  
Poggy. Woggy.  
twitch.tv

1 reply 1 retweet 1 like

**Twitch ToS.py** @TwitchToS · 13h

Suspicious Stream Found:  
Channel: flapxo

**flapxo** - Twitch  
Poggy. Woggy.  
twitch.tv

1 reply 1 retweet 3 likes

**Twitch ToS.py** @TwitchToS · 23h

Suspicious Stream Found:  
Channel: nbstreamshd

### New to Twitter?

Sign up now to get your own personalized timeline!

Sign up

### Worldwide trends

**#TheBachelorette** 37.3K Tweets

**Luke P** 14.9K Tweets

**John Paul Jones** 8,858 Tweets

**#USWNT** USA vs. Thailand: Team USA puts on a clinic with a 13-goal performance

**Thailand** USA vs. Thailand: Team USA puts on a clinic with a 13-goal performance

**#SDLive** 18.8K Tweets


**Jon Stewart** Jon Stewart blasts 'shameful' lawmakers over 9/11 victims fund

**World Cup** USA vs. Thailand: Team USA puts on a clinic with a 13-goal performance


**Alex Morgan** An overview of all the records from USWNT's World Cup win against Thailand

**Hard Knocks** The upcoming season of Hard Knocks goes to the Raiders

- Twitch ToS.py** @TwitchToS · 24h  
Suspicious Stream Found:  
Channel: alisonchandler

 **alisonchandler - Twitch**  
twitch.tv


2
- Twitch ToS.py** @TwitchToS · 1d  
Suspicious Stream Found:  
Channel: nbafinalshd2

 **NBAFinalsHD2 - Twitch**  
twitch.tv

2
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: nbafinalshd2019

2
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: javpron


3
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: raveplotx

 **raveplotx - Twitch**  
ASMR TIME! CLOSE YOUR EYES AND LET YOURSELF GO ❤️  
twitch.tv

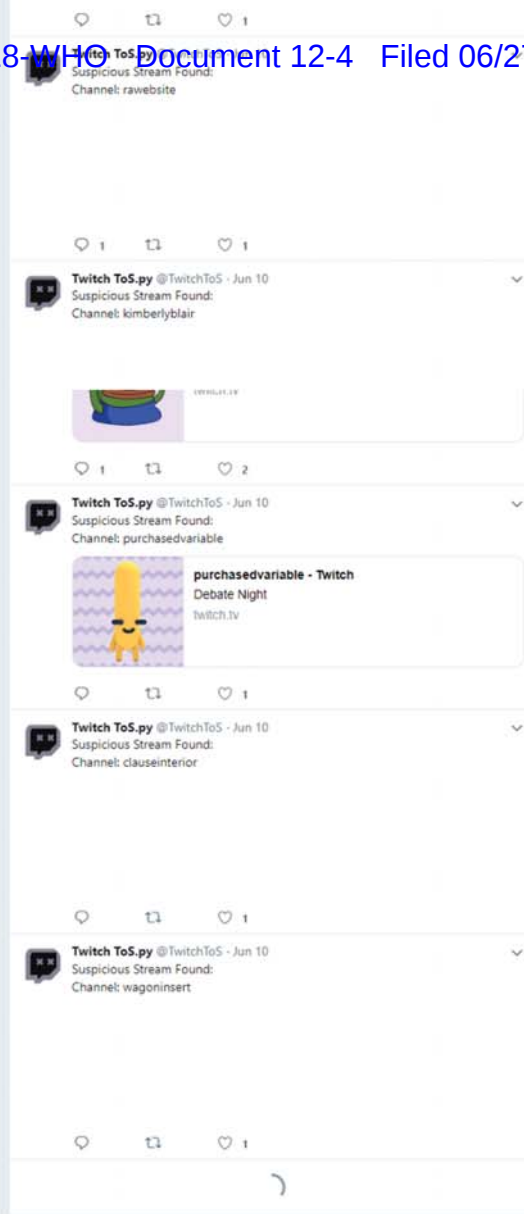
1
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: 4er5er2e

1
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: annarichardson

1
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: scoresgoverning

 **scoresgoverning - Twitch**  
twitch.tv

1
- Twitch ToS.py** @TwitchToS · Jun 10  
Suspicious Stream Found:  
Channel: dannyweeks



# Exhibit E



Contact us | Support | Web Control Panel | Blog | OVH Community |

Servers

Public Cloud

Web

For Startup Companies

About

# Discover OVH in the US

The European leader in cloud computing has arrived in the US with the opening of two datacenters. Take advantage of Discovery offers on dedicated servers, available in limited quantities.

## Our datacenters in the US



With datacenters now in Vint Hill (VA) and Hillsboro (OR) OVH is extending its footprint both to the US East Coast and West Coast. These strategic locations are providing redundancy and scalability to companies who chose to have their infrastructure hosted in the United States while contributing to the expansion of our global fiber network.

Our American datacenters are equipped with our exclusive water cooling technology. This is a major advantage on the American market, allowing us to reduce our energy consumption and optimizing costs.

## Data protection

As we open new datacenters in the US, the OVH group must guarantee that all our customers' data is protected, whether they are entering this new market for the first time, or are already well established.

### How does it work?

In order to become a service provider in the US, while maintaining the core policies and values that have been our foundation for nearly 20 years, we have created a new entity: OVH US. This marks a clear, permanent separation for all OVH services based in the USA, and all the associated customer data.

### What does all this mean?

You can only order services hosted in the US through the OVH US website: [www.ovh.us](http://www.ovh.us). You will need to create a new customer account via this website. Your current OVH account cannot be linked or migrated to an OVH US account.

OVH US customers can order servers in other datacenters worldwide.

OVH US support and its Control Panel are separate from those used by the rest of the group, and are only available in English.

## Create your OVH US account



Step 1



Step 2



Step 3

Create your account with your contact information and email address

Create a password

Access your Control Panel and place an order from our range of US-based products

Create an account

### Why choose OVH?

With a presence spanning 5 continents, OVH provides innovative and secure digital infrastructures suited for professionals. Over one million customers in 138 countries already depend on our solutions, from startups to small and medium businesses to large companies.



1.3 million

Customers around the globe



300K+

Physical servers



28

Data centers in 5 countries



2,000+

Employees



17 Tbps

Bandwidth capacity



32

Points of Presence



200K+

Operational Private Cloud instances



500K+

Public Cloud instances deployed each month

#### Products and services

- Emails
- VPS
- Dedicated Servers
- So you start servers
- Public Cloud
- Dedicated Cloud

Hosting Plans

#### Community & tools

- OVH Manager
- OVH Community
- API
- Network
- Service status
- Data centers
- OVH Documentation Center
- Report abuse (abuse@ovh.net)

#### Order

- Order a dedicated server
- Renew your solutions
- Create an account

#### Support

24/7/365 support

#### News

All OVH news

#### Contact us

New order, technical advice, incidents



# Exhibit F

**From:** [Staniar, Lauren \(SEA\)](#)  
**To:** ["ganggangchef@gmail.com"](mailto:ganggangchef@gmail.com)  
**Cc:** [Simpkins, Holly M. \(SEA\)](#)  
**Bcc:** [Starr, June \(SEA\)](#)  
**Subject:** Twitch Interactive, Inc. v. Does 1-100, No. 3:19-cv-03418-WHO (N.D. Cal.)  
**Date:** Monday, June 17, 2019 4:52:00 PM  
**Attachments:** Twitch Interactive, Inc. v. Does 1-100, No. 19-cv-3418 (ganggangchef@gmail.com).pdf

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Please see the attached correspondence from Holly M. Simpkins regarding *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.).

**Lauren Watts Staniar** | **Perkins Coie LLP**

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June 17, 2019

Holly M. Simpkins  
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F. +1.206.359.7474

**VIA EMAIL**

ganggangchef@gmail.com

**Re: *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.)**

Dear Sir or Madam:

Attached is a copy of a Complaint filed against you by Twitch Interactive, Inc. in the United States District Court for the Northern District of California. Also enclosed with this letter are other papers associated with the case filing. Your unauthorized and unlawful conduct as described in this letter and more fully in the Complaint must immediately stop.

This lawsuit seeks to hold you accountable for recent attacks against Twitch and its community. Beginning on or about May 25, 2019, you—in coordination with the other defendants—posted hundreds of violent, pornographic and obscene videos to Twitch.tv’s Artifact game directory. This content violates Twitch’s Terms of Service and Community Guidelines (collectively, the “Terms”) to which you agreed when you created an account on Twitch.tv and/or accessed Twitch.tv. Although Twitch has taken measures to counteract your actions, your violations of the Terms are ongoing. Twitch does not tolerate such blatant violations of its Terms.

Additionally, you and the other defendants use a website, [www.artifactstreams.com](http://www.artifactstreams.com), and social media to communicate about the prohibited content as well as coordinate future attacks. The [www.artifactstreams.com](http://www.artifactstreams.com) website and @TwitchToS Twitter feed prominently display Twitch’s trademarks, including the GLITCH logo (Reg. No. 5,769,921) and the TWITCH mark (Reg. Nos. 4,275,948, 5,769,920, and 5,503,626) in a manner likely to confuse consumers about the sites’ association with Twitch. As you know, Twitch has not authorized you or any other defendant to use Twitch’s trademarks in this manner. Twitch takes its intellectual property rights seriously and prosecutes those who infringe them vigorously.

Based on this conduct, Twitch’s Complaint asserts claims for federal trademark infringement, breach of contract, trespass to chattels, and fraud. These violations carry serious penalties. Twitch seeks, among other things, injunctive relief and compensatory and punitive damages.

**Twitch demands that you immediately take the following steps:**

1. Respond to this letter with your name, address, telephone number, and the name and contact information of your attorney, if any.

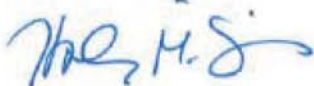
June 17, 2019

Page 2

2. Execute the waiver of service form attached to this letter.
3. Identify all accounts on Twitch.tv owned or controlled by you.
4. Cease and forever desist from accessing Twitch.tv and its network of websites, software applications, or any other products or services offered by Twitch (the "Twitch Services").
5. Cease and forever desist from posting on the Twitch Services content that violates the Twitch Terms of Service, including pornographic, violent, and other obscene videos.
6. Cease and forever desist from enabling others to engage in the conduct described in the Complaint including through the use of social media and the website located at [www.artifactstreams.com](http://www.artifactstreams.com).
7. Cease and forever desist from using the GLITCH logo or the TWITCH trademark or any other trademark owned by Twitch.
8. Confirm in writing **by no later than June 20, 2019**, that you agree to comply fully with these demands.

Please note that destruction or deletion of any evidence relevant to the activities described in this letter and the Complaint could have serious legal consequences. Therefore, we demand that you take all appropriate steps to preserve any documents or other evidence relating to this matter.

Very truly yours,



Holly M. Simpkins

HMS



1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
HSimpkins@perkinscoie.com  
6 Lauren Watts Staniar, *pro hac vice* application  
forthcoming  
LStaniar@perkinscoie.com  
7 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
8 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
9 Facsimile: 206.359.9000  
10

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
23

Case No. 19-3418

COMPLAINT FOR:

- (1) FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)
- (2) BREACH OF CONTRACT
- (3) TRESPASS TO CHATTELS
- (4) FRAUD

DEMAND FOR JURY TRIAL

24 **I. INTRODUCTION**

25 1. Twitch Interactive, Inc. (“Twitch”) is one of the world’s leading services for  
26 content creators to stream content as part of a social, interactive community. Each month,  
27 millions of people come together to create their own entertainment: live, never-to-be repeated  
28 experiences created by the magical interactions of the many. In 2018, users watched over 500

1 billion minutes of content. Twitch’s success is due in part to the measures it has taken to create a  
2 safe and accessible community for its millions of users.

3         2. The safety of Twitch’s community is its top priority. For this reason, Twitch  
4 forbids obscene material as well as material depicting violence and threats. Its Terms of Service  
5 prohibit users from creating, uploading, or streaming any content that is unlawful, defamatory,  
6 obscene, pornographic, harassing, threatening, abusive, or otherwise objectionable. As expressed  
7 in its Community Guidelines (“Guidelines”), Twitch does not tolerate harassing or dangerous  
8 content, nudity and sexually explicit content or activities, or physical violence (including gore).

9         3. Beginning on or about May 25, 2019, Defendants flooded the Twitch.tv directory  
10 for the game Artifact with dozens of videos that violated Twitch’s policies and terms. This  
11 included, for example, a video of the March 2019 Christchurch mosque attack, hard core  
12 pornography, copyrighted movies and television shows, and racist and misogynistic videos.  
13 Defendants’ actions threatened and continue to threaten Twitch and the safety of the Twitch  
14 community.

15         4. Twitch took down the posts and banned the offending accounts, but the offensive  
16 video streams quickly reappeared using new accounts. It appears that Defendants use automated  
17 methods to create accounts and disseminate offensive material as well as to thwart Twitch’s  
18 safety mechanisms. Such methods are often referred to as “bots.”

19         5. Defendants also use bots to artificially increase the popularity of the streams  
20 broadcasting the offensive conduct, making those streams more easily discoverable by users  
21 browsing Twitch.

22         6. Defendants’ actions are ongoing and have harmed and continue to harm Twitch  
23 and the Twitch community: Twitch users who inadvertently encountered Defendants’ streams  
24 were understandably upset and on information and belief some users stopped or reduced their use  
25 of the Twitch Services. Twitch has expended significant resources investigating and banning  
26 Defendants. To protect the Twitch community, Twitch took the extremely disruptive step of  
27 disabling streaming for all newly created accounts for almost two days before imposing two-  
28



1 factor authentication for certain accounts. In response, Defendants sought to evade these steps  
2 using old accounts as well as accounts purchased from other users.

3 7. Twitch brings this action to end Defendants' unlawful and highly offensive  
4 activities, enforce the Terms (as defined in paragraph 24), and hold Defendants accountable.

## 5 **II. JURISDICTION**

6 8. This Court has federal question jurisdiction over this action under 28 U.S.C.  
7 §§ 1331 and 1338, because this action alleges violations of the Lanham Act (15 U.S.C. § 1114).

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

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

## 16 **III. INTRADISTRICT ASSIGNMENT**

17 11. This is an intellectual property action to be assigned on a districtwide basis under  
18 Civil Local Rule 3-2.

## 19 **IV. THE PARTIES**

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

24 13. On information and belief, Doe 1 is a person or entity responsible in whole or in  
25 part for the wrongful conduct alleged herein who has operated an account on the Twitch Services  
26 under a pseudonym. His acts described in this Complaint were intentionally directed toward  
27 Twitch within this judicial district, subjecting him to personal jurisdiction. Twitch will amend  
28 this Complaint if and when the legal name of Doe 1 becomes known.





1 **B. Twitch’s Trademarks**

2 20. Twitch owns rights in the “GLITCH” trademark (U.S. Registration No.  
3 5,769,921), pictured below, and the TWITCH mark (U.S. Registration Nos. 4,275,948, 5,769,920,  
4 and 5,503,626).



11 21. Twitch has used these marks in commerce in connection with its goods and  
12 services, including the Twitch Services, since at least as early as June 2012.

13 22. Since their first use, Twitch has invested substantial resources in marketing,  
14 advertising, and distributing its goods and services, including the Twitch Services, under the  
15 GLITCH and TWITCH marks.

16 23. Twitch has attained substantial goodwill and strong recognition in the GLITCH  
17 and TWITCH marks and the marks have come to be exclusively associated with Twitch.

18 **C. Twitch’s Terms and Guidelines**

19 24. In order to create an account or otherwise use or access the Twitch Services or  
20 utilize the Twitch developer platform, a prospective user must agree to be bound by, among other  
21 things, Twitch’s Terms of Service, Community Guidelines, Twitch Developer Services  
22 Agreement, and Trademark Guidelines (collectively, the “Terms”). Specifically, the Terms state:  
23 “The Terms of Service apply whether you are a user that registers an account with the Twitch  
24 Services or an unregistered user. You agree that by clicking “Sign Up” or otherwise registering,  
25 downloading, accessing or using the Twitch Services, you are entering into a legally binding  
26 agreement between you and Twitch regarding your use of the Twitch Services. You acknowledge  
27 that you have read, understood, and agree to be bound by these Terms of Service.”  
28



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

6           26. The Terms expressly prohibit anyone who accesses or uses the Twitch Services  
7 from posting obscene, pornographic, violent, or otherwise harmful content. Specifically, the  
8 Terms prohibit users from:

- 9           a. creating, uploading, transmitting, or distributing “any content that is inaccurate,  
10 unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or  
11 publicity rights, harassing, threatening, abusive, inflammatory, or otherwise  
12 objectionable”;
- 13           b. interfering with or damaging “operation of the Twitch Services or any user’s  
14 enjoyment of them, by any means, including uploading or otherwise disseminating  
15 viruses, adware, spyware, worms, or other malicious code”;
- 16           c. manipulating “identifiers in order to disguise the origin of any User Content  
17 transmitted through the Twitch Services”; or
- 18           d. 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.”

22           27. The Guidelines, as part of the Terms, govern activity on Twitch with the goal of  
23 “provid[ing] the best shared social video experience created by our growing community where  
24 creators and communities can interact safely.”

25           28. The Guidelines state that Twitch does not tolerate obscene or violent content of the  
26 kind at issue here. Under the Guidelines,

- 27           a. “[n]udity and sexually explicit content or activities, such as pornography, sexual  
28 acts or intercourse, and sexual services, are prohibited”;

- 1           b. “[c]ontent that exclusively focuses on extreme or gratuitous gore and violence is  
2           prohibited”; and  
3           c. “any content or activity that attempts to intimidate, degrade, abuse, or bully others,  
4           or creates a hostile environment for others . . . is prohibited.”

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

10          30. The Terms also prohibit the use of automated programs such as bots to create  
11          accounts or artificially inflate a channel’s viewer or follower statistics. They state that users shall  
12          not: “access any website, server, software application, or other computer resource owned, used  
13          and/or licensed by Twitch, including but not limited to the Twitch Services, by means of any  
14          robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures  
15          Twitch may use to prevent or restrict access to any website, server, software application, or other  
16          computer resource owned, used and/or licensed [to] Twitch, including but not limited to the  
17          Twitch Services.”

18          31. Twitch’s efforts do not end with the posting of its Terms. Twitch employs a Trust  
19          and Safety team that operates around the clock and around the globe to investigate and take action  
20          in connection with violations of the Terms.

21          32. Twitch also invests in technologies and processes that address potential risks to  
22          user safety, with the aim to create the best possible experience for streamers and their audiences.  
23          For example, AutoMod, a Twitch proprietary tool, allows a streamer to automatically filter out  
24          messages in chat that the streamer deems inappropriate or unwelcome. Twitch also offers tools  
25          that streamers can deploy to block or ban users from their audience and report them to Twitch’s  
26          safety operations team.

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



1 **D. Defendants' Unlawful Activity**

2 34. Beginning on or about May 25, 2019, Defendants co-opted the game directory for  
3 Artifact to broadcast prohibited content, including hard-core pornography, racist and misogynistic  
4 videos, copyrighted movies and television shows, and videos depicting violence, including videos  
5 of the March 2019 Christchurch mosque attack.

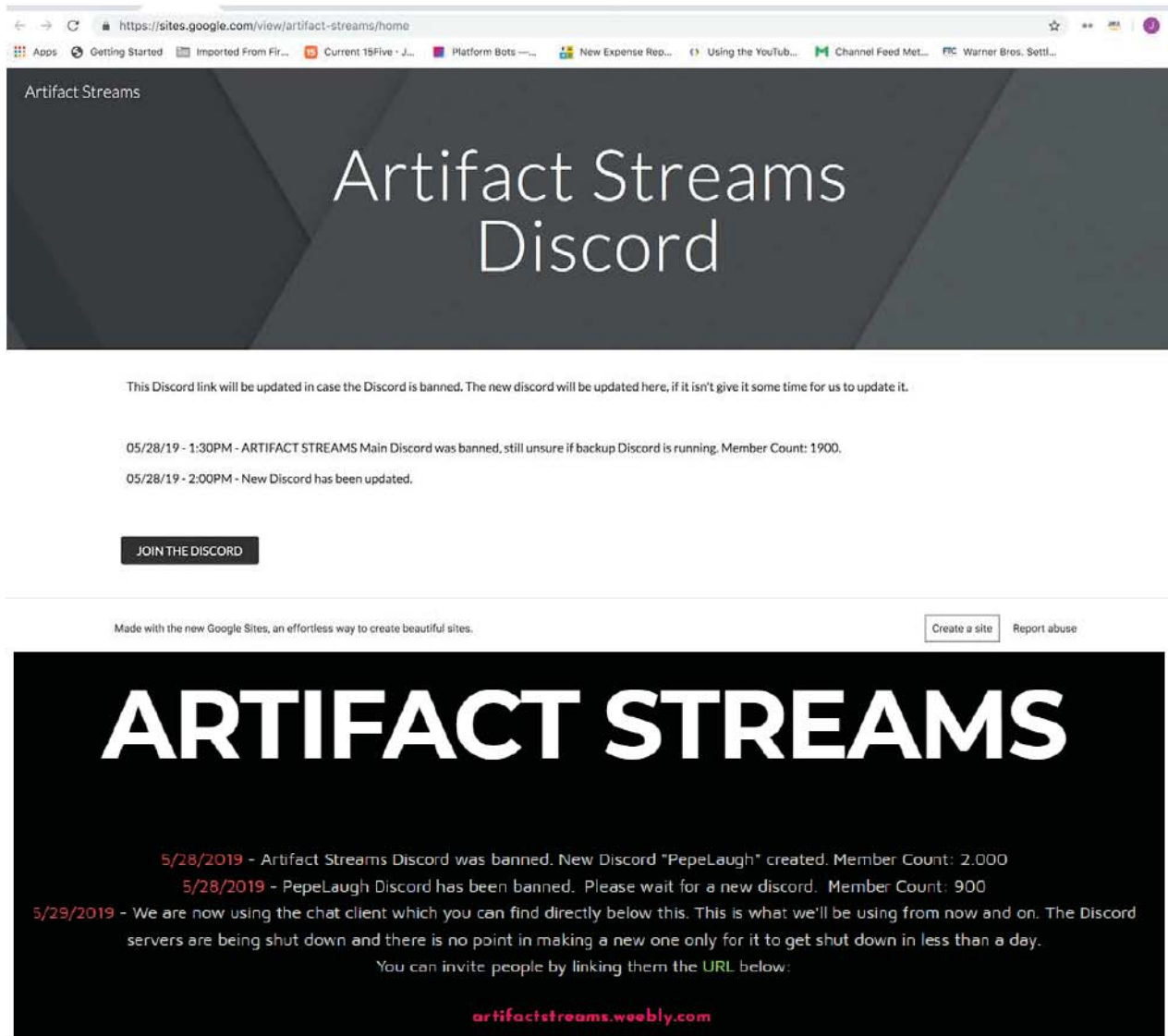
6 35. Twitch took swift action against the accounts and users that posted these videos,  
7 immediately and permanently suspending them consistent with the Terms.

8 36. However, despite Twitch's best efforts, new streamers quickly appeared in the  
9 Artifact game directory to re-post the same or similar offending videos. On information and  
10 belief, Defendants used bots and other automated programs to quickly open new Twitch accounts  
11 and continue streaming the offending videos as soon as Twitch shut down accounts.

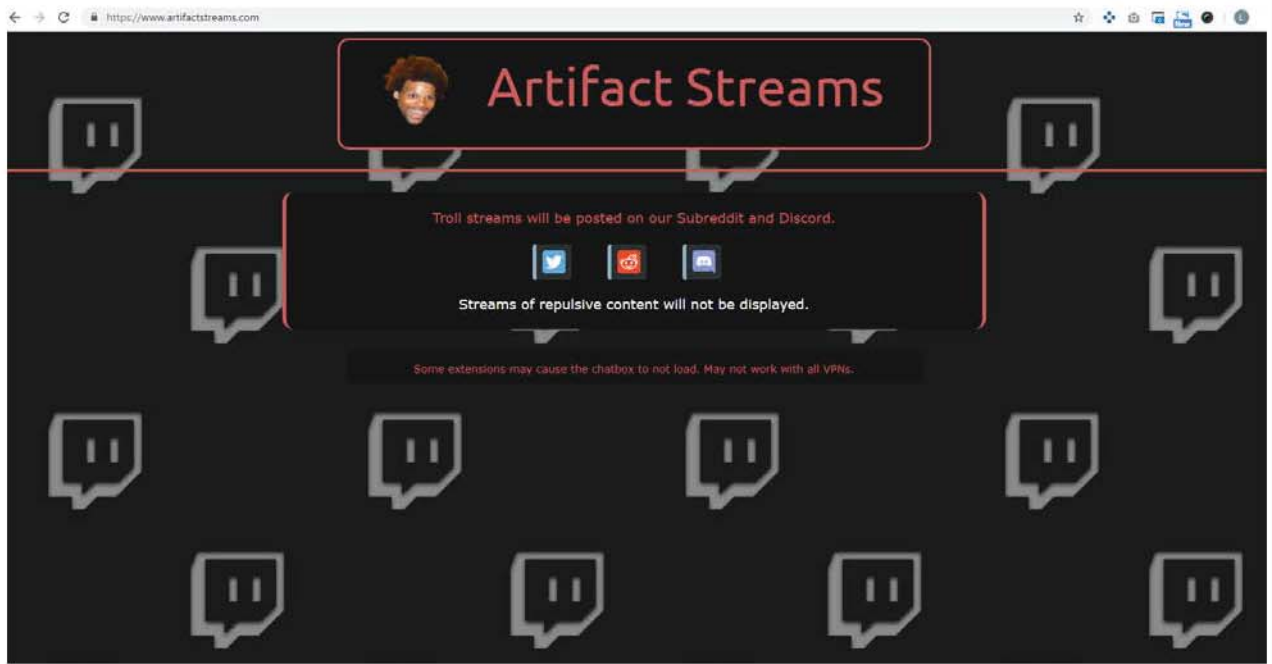
12 37. On information and belief, Defendants formed a group to spread pornography and  
13 other obscene, offensive and terrorist videos, or infringing content on Twitch. Defendants shared  
14 methods to evade Twitch's takedown measures, including code for bot programs.

15 38. Defendants used bots, software programs that send fake viewers to a streamer's  
16 channel, to artificially inflate the viewer statistics associated with the offending videos. As the  
17 streamer's viewer count increases, his or her stream becomes easier to find for Twitch viewers  
18 seeking content. Defendants manipulated the viewer counts of their streams to promote their  
19 prohibited channels.

20 39. Defendants coordinated with one another to quickly re-post the videos once  
21 Twitch acted against them. Calling themselves "Artifact Streams," Defendants used third-party  
22 websites including, but not limited to, Google, Discord, and Weebly to communicate about the  
23 attack on Twitch. When Google and Discord shut Defendants down, Defendants set up additional  
24 Discord groups. Defendants finally moved to Weebly where they opened a chat room and  
25 displayed pornographic videos. Weebly ultimately took down the page.

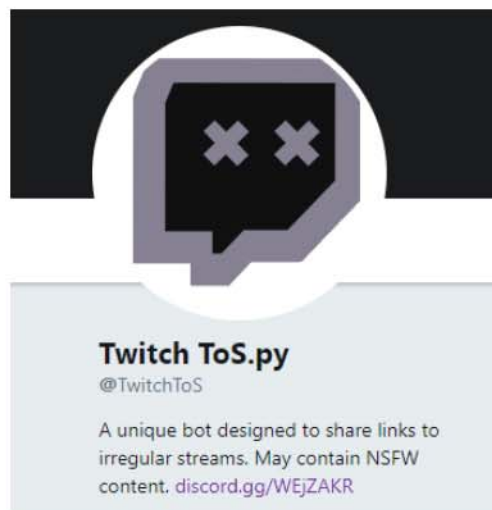


40. Defendants have also coordinated their attacks and activities via a website, www.artifactstreams.com. The Artifact Streams website prominently displays the GLITCH mark, as shown below.



41. Twitch has not given Defendants permission to use the GLITCH mark in this way. This use is likely to cause confusion as to Twitch’s association or affiliation with Defendants.

42. Linked to the Artifact Streams website is a Twitter page, <https://twitter.com/TwitchToS>, that Defendants use to disseminate their prohibited content and direct viewers to that content. The @TwitchToS Twitter account prominently displays the TWITCH mark in its URL, Twitter name, and Twitter page, as shown below.





1 43. Twitch has not given Defendants permission to use the TWITCH mark in this way.  
2 This use is likely to cause confusion as to Twitch's association or affiliation with Defendants.

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

4 45. Viewers seeking legitimate content on Twitch encountered Defendants' streams  
5 and were understandably upset. Many viewers Tweeted their reactions to Defendants' streams.  
6 The following are a few examples.







1 feature the TWITCH mark on a Twitter account, @TwitchToS, which they use to link to and  
2 promote the prohibited content on Twitch.

3 54. Defendants' use of the GLITCH and TWITCH marks constitutes a reproduction,  
4 counterfeit, copy, or colorable imitation of registered marks for which the use, sale offering for  
5 sale, and advertising of their Twitch.tv streams is likely to cause confusion or mistake or lead to  
6 deception.

7 55. Defendants have used and continue to use the GLITCH and TWITCH marks  
8 without Twitch's authorization.

9 56. Defendants' infringement of the GLITCH and TWITCH marks is willful.

10 57. As a consequence of Defendants' unauthorized use of the GLITCH and TWITCH  
11 marks, Twitch has been and will continue to be irreparably harmed unless enjoined by this Court.  
12 Therefore, Twitch has no adequate remedy at law and is entitled to injunctive relief.

13 58. In addition to injunctive relief, Twitch is also entitled to compensatory damages,  
14 lost profits, statutory damages, enhanced damages, and/or costs incurred in pursuing this action.

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

17 **SECOND CLAIM FOR RELIEF**  
18 **Breach of Contract**  
19 **(California Common Law)**

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

22 61. Access to and use of the Twitch Services is governed by and subject to the Terms.

23 62. At all relevant times, Twitch prominently displayed and/or provided links to the  
24 Terms. Twitch users are presented with and must affirmatively accept the Terms to register for a  
25 Twitch account.

26 63. The Guidelines are incorporated into the Terms by reference. A violation of the  
27 Guidelines is a violation of the Terms.  
28

1           64.     The Terms are binding on Defendants. Each of the Defendants agreed to abide by  
2 the Terms by creating a Twitch account, by using the Twitch Services, and/or by accessing the  
3 Twitch Services to disseminate the offending videos.

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

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

8           67.     Defendants have willfully, continuously, and materially breached the Terms by  
9 engaging in the conduct described above by, for example, streaming prohibited content on  
10 Twitch.tv, evading Twitch’s efforts to ban Defendants’ streams, and accessing the Twitch  
11 Services with bots.

12           68.     Defendants breached the Terms by, among other things,

- 13           a. streaming content on Twitch.tv that is prohibited by the Terms, including videos  
14 depicting violence and gore (most notably, the Christchurch mosque attack), hard  
15 core pornography, copyrighted movies and television shows, and videos depicting  
16 racist and misogynistic imagery and messages;
- 17           b. manipulating their identifying information (including names and IP addresses) to  
18 “disguise the origin of any User Content transmitted through the Twitch Services”;
- 19           c. impairing, interfering with, disrupting, negatively affecting, and/or inhibiting other  
20 users’ enjoyment of the Twitch Services by posting obscene, violent, and harassing  
21 content in violation of the Terms; and/or
- 22           d. using bots to access the Twitch Services, tamper with (i.e., artificially inflate) their  
23 live view statistics, and/or promote their nefarious content to unsuspecting Twitch  
24 viewers.

25           69.     Twitch has dutifully performed its obligations pursuant to the Terms.

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



1 Twitch is entitled to special damages in the amount of lost profits and other reasonably  
2 foreseeable harms proximately caused by Defendants' breach.

3 **THIRD CLAIM FOR RELIEF**  
4 **Trespass to Chattels**  
5 **(California Common Law)**

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

8 72. The Terms authorize Defendants to access the Twitch Services for a limited  
9 purpose—to stream and watch legitimate content on Twitch.tv. The Terms do not permit  
10 Defendants to access the Twitch Services to stream obscene, excessively violent, or pornographic  
11 content.

12 73. Defendants intentionally and without authorization exceeded permissible access to  
13 the Twitch Services by streaming unauthorized content on Twitch.tv.

14 74. Defendants intentionally and without authorization accessed the Twitch Services  
15 with bots designed to artificially inflate the live view statistics associated with their accounts,  
16 making it easier for Twitch viewers to find the offending streams.

17 75. Defendants' intentional interference with Twitch's possession of the Twitch  
18 Services proximately caused Twitch injury.

19 76. Defendants' unauthorized access to the Twitch Services impaired the condition,  
20 quality, or value of the Twitch Services by degrading the quality of the content on Twitch, forcing  
21 Twitch to suspend streaming for all new accounts, and exposing Twitch users to offensive and  
22 unwanted content.

23 77. Twitch is entitled to all remedies available at law or equity, including injunctive  
24 relief, compensatory damages, attorneys' fees, and/or other equitable or monetary remedies.

25 **FOURTH CLAIM FOR RELIEF**  
26 **Fraud**  
27 **(California Common Law)**

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







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DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
Holly M. Simpkins (*pro hac vice*  
application forthcoming)  
HSimpkins@perkinscoie.com  
Lauren E. Staniar (*pro hac vice* application  
forthcoming)  
LStaniar@perkinscoie.com

Attorneys for Plaintiff  
Twitch Interactive, Inc.



# Exhibit A

# United States of America

## United States Patent and Trademark Office



**Reg. No. 5,769,921**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
350 Bush Street, 2nd Floor  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation;



*Andrei Iancu*  
Director of the United States  
Patent and Trademark Office



providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; entertainment services, namely, providing virtual environments in which users can interact through social games for recreational purposes; entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Electronic storage of electronic media, namely, images, text, video, and audio data; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for messaging, chat and social networking; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for displaying and sharing emoticons; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for purchasing and subscribing to digital media content; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for software development; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for developing and publishing applications for interactive streaming; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software to enable users to designate specific content for future viewing; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for management and electronic storage of digital media; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PAAS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; software as a service (SAAS) services featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

The mark consists of a stylized comment bubble.

SER. NO. 86-485,295, FILED 12-18-2014



# United States of America

## United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,503,626**

**Registered Jun. 26, 2018**

**Int. Cl.: 38, 45**

**Service Mark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 38: Streaming of digital media content on the Internet; streaming of games on the Internet; streaming of audio, video and audiovisual material on the Internet; video on demand transmission services; providing user access to digital data and content in a data network; providing a website for live streaming gaming content, music, audio, video and animations; providing access to game-related information, audio, music, video and animation via websites; online forums for transmission of messages among computer users ; providing internet chat rooms; audio broadcasting; video broadcasting; electronic mail and messaging services; communications services, namely, transmission of voice, audio, visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; broadcasting and webcasting services; music and movie streaming and broadcasting services; transmission of news

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 45: Online social networking services; online social networking services, namely, facilitating social introductions or interactions among individuals; social networking services in the fields of entertainment, gaming and application development; providing information about social networks where users participate in online gaming, online video games and online video gaming applications; providing an Internet website portal for engaging in social networking; providing information, news, commentary in the field of social networking

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4275948, 4087877, 4230874

SER. NO. 86-983,872, FILED 12-18-2014



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,769,920**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation; providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office



concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; providing virtual environments in which users can interact through social games for recreational purposes; providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Storage of electronic media, namely, images, text, video, and audio data; providing temporary use of online non-downloadable software and software as a service featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; providing temporary use of online non-downloadable software and software as a service featuring software for messaging, chat and social networking; providing temporary use of online non-downloadable software and software as a service featuring software for displaying and sharing emoticons; providing temporary use of online non-downloadable software and software as a service featuring software for purchasing and subscribing to digital media content; providing temporary use of online non-downloadable software and software as a service featuring software for software development; providing temporary use of online non-downloadable software and software as a service featuring software for developing and publishing applications for interactive streaming; providing temporary use of online non-downloadable software and software as a service featuring software to enable users to designate specific content for future viewing; providing temporary use of online non-downloadable software and software as a service featuring software for management and storage of digital media; providing temporary use of online non-downloadable software and software as a service featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PaaS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; Software as a Service (SAAS) featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4230874, 4087877, 4275948

SER. NO. 86-485,231, FILED 12-18-2014



# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 4,275,948**  
**Registered Jan. 15, 2013**  
**Int. Cls.: 9, 38 and 45**

JUSTIN.TV, INC. (DELAWARE CORPORATION)  
#800  
23 GEARY ST.  
SAN FRANCISCO, CA 94108

**TRADEMARK**

FOR: COMPUTER SOFTWARE FOR BROADCASTING, ELECTRONIC TRANSMISSION, AND STREAMING OF GAMING DIGITAL MEDIA CONTENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**SERVICE MARK**

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012.

**PRINCIPAL REGISTER**

FOR: STREAMING OF AUDIO, VISUAL AND AUDIOVISUAL GAMING CONTENT VIA A GLOBAL COMPUTER NETWORK; ELECTRONIC TRANSMISSION AND STREAMING OF GAMING DIGITAL MEDIA CONTENT FOR OTHERS; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A WEBSITE FOR LIVESTREAMING GAMING CONTENT, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

FOR: ONLINE SOCIAL NETWORKING SERVICES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 4,087,877.

SER. NO. 85-727,657, FILED 9-12-2012.

REBECCA SMITH, EXAMINING ATTORNEY



*David J. Kyfos*

Director of the United States Patent and Trademark Office

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Twitch Interactive, Inc.

(b) County of Residence of First Listed Plaintiff San Francisco, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Katherine M. Dugdale, Perkins Coie LLP, 1888 Century Park E., Suite 1700, Los Angeles, CA 90067, 310.788.9900 Holly M. Simpkins, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000 Lauren Watts Staniar, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000

DEFENDANTS

John and Jane Does 1-100

County of Residence of First Listed Defendant Unknown (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1114

Brief description of cause:

Unauthorized use of trademarks, breach of contract, trespass to chattels, common law fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

X SAN FRANCISCO/OAKLAND

SAN JOSE

EUREKA-MCKINLEYVILLE

DATE 06/14/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Katherine M. Dugdale



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.



<p style="color: red; font-weight: bold;">Do not mail; see e-filing instructions at bottom of page.</p> <p style="text-align: center;">Mail Stop 8</p> <p><b>TO: Director of the U.S. Patent and Trademark Office</b>                  P.O. Box 1450                  Alexandria, VA 22313-1450</p>	<p><b>REPORT ON THE                  FILING OR DETERMINATION OF AN                  ACTION REGARDING A PATENT OR                  TRADEMARK</b></p>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court for the Northern District of California on the following ...

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 19-3418	DATE FILED 6/14/2019	U.S. DISTRICT COURT for the Northern District of California
PLAINTIFF Twitch Interactive, Inc.		DEFENDANT John and Jane Does 1-100
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,769,921	6/4/2019	Twitch Interactive, Inc.
2 5,503,626	6/26/2018	Twitch Interactive, Inc.
3 5,769,920	6/4/2019	Twitch Interactive, Inc.
4 4,275,948	1/15/2013	Twitch Interactive, Inc.
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT
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CLERK Susan Y. Soong	(BY) DEPUTY CLERK	DATE
-------------------------	-------------------	------

1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
6 HSimpkins@perkinscoie.com  
Lauren Watts Staniar, *pro hac vice* application  
7 forthcoming  
LStaniar@perkinscoie.com  
8 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
9 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
10 Facsimile: 206.359.9000

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
23  
24  
25  
26  
27  
28

Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CERTIFICATE OF INTERESTED  
ENTITIES**

**[Civil L.R. 3-15]**

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TO THE COURT AND ALL PARTIES APPEARING OF RECORD:

Pursuant to Civil Local Rule 3-15, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Amazon.com, Inc.: Financial interest in Plaintiff Twitch Interactive, Inc.

DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
 Katherine M. Dugdale, Bar No. 168014  
 KDugdale@perkinscoie.com  
 Holly M. Simpkins (*pro hac vice*  
 application forthcoming)  
 HSimpkins@perkinscoie.com  
 Lauren E. Staniar (*pro hac vice* application  
 forthcoming)  
 LStaniar@perkinscoie.com

Attorneys for Plaintiff Twitch Interactive, Inc.



1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
6 HSimpkins@perkinscoie.com  
Lauren Watts Staniar, *pro hac vice* application  
7 forthcoming  
LStaniar@perkinscoie.com  
8 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
9 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
10 Facsimile: 206.359.9000

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
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Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CORPORATE DISCLOSURE  
STATEMENT**

**[Fed. R. Civ. P. 7.1]**

1 Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Twitch Interactive, Inc. states that  
2 it is wholly owned by Amazon.com, Inc., a publicly traded company.

3  
4 DATED: June 14, 2019

**PERKINS COIE LLP**

5  
6 By: /s/ Katherine M. Dugdale

Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
Holly M. Simpkins (*pro hac vice*  
application forthcoming)  
HSimpkins@perkinscoie.com  
Lauren E. Staniar (*pro hac vice* application  
forthcoming)  
LStaniar@perkinscoie.com

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10 Attorneys for Plaintiff Twitch Interactive, Inc.  
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Reset Form

1 UNITED STATES DISTRICT COURT  
 2 NORTHERN DISTRICT OF CALIFORNIA

3 TWITCH INTERACTIVE, Inc., )  
 4 ) Case No: 19-3418  
 5 Plaintiff(s), )  
 6 v. ) **APPLICATION FOR**  
 7 ) **ADMISSION OF ATTORNEY**  
 8 ) **PRO HAC VICE**  
 9 ) (CIVIL LOCAL RULE 11-3)  
 10 JOHN Does 1 -100, individuals, )  
 11 )  
 12 Defendant(s). )

13 I, Holly Marie Simpkins, an active member in good standing of the bar of  
 14 Washington State, hereby respectfully apply for admission to practice *pro hac vice* in the  
 15 Northern District of California representing: Twitch Interactive, Inc. in the  
 16 above-entitled action. My local co-counsel in this case is Katherine Dugdale, an  
 17 attorney who is a member of the bar of this Court in good standing and who maintains an office  
 18 within the State of California.

13 MY ADDRESS OF RECORD: 1201 Third Avenue, Suite 4900 Seattle, WA 98101	LOCAL CO-COUNSEL'S ADDRESS OF RECORD: 1888 Century Park East, Suite 1700 Los Angeles, CA 90067-1721
14 MY TELEPHONE # OF RECORD: (206) 359-8000	LOCAL CO-COUNSEL'S TELEPHONE # OF RECORD: (310) 788-9900
15 MY EMAIL ADDRESS OF RECORD: HSimpkins@perkinscoie.com	LOCAL CO-COUNSEL'S EMAIL ADDRESS OF RECORD: KDugdale@perkinscoie.com

17 I am an active member in good standing of a United States Court or of the highest court of  
 18 another State or the District of Columbia, as indicated above; my bar number is: 33297.  
 19 A true and correct copy of a certificate of good standing or equivalent official document from said  
 20 bar is attached to this application.

21 I agree to familiarize myself with, and abide by, the Local Rules of this Court, especially the  
 22 Standards of Professional Conduct for attorneys and the Alternative Dispute Resolution Local Rules.  
 23 *I declare under penalty of perjury that the foregoing is true and correct.*

24 Dated: 06/14/19 Holly Marie Simpkins  
 25 APPLICANT

26 **ORDER GRANTING APPLICATION**  
 27 **FOR ADMISSION OF ATTORNEY PRO HAC VICE**

28 IT IS HEREBY ORDERED THAT the application of Holly Marie Simpkins is granted,  
 subject to the terms and conditions of Civil L.R. 11-3. All papers filed by the attorney must indicate  
 appearance *pro hac vice*. Service of papers upon, and communication with, local co-counsel  
 designated in the application will constitute notice to the party.

Dated: \_\_\_\_\_  
 UNITED STATES DISTRICT/MAGISTRATE JUDGE

**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 33297
	)	
OF	)	<b>CERTIFICATE</b>
	)	
HOLLY MARIE SIMPKINS	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

---

I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**HOLLY MARIE SIMPKINS**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on December 16, 2002, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 11<sup>th</sup> day of April, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court



Reset Form

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

TWITCH INTERACTIVE, INC., )  
 ) Case No: 19-3418  
 Plaintiff(s), )  
 ) **APPLICATION FOR**  
 v. ) **ADMISSION OF ATTORNEY**  
 ) **PRO HAC VICE**  
 JOHN DOES 1-100, individuals, ) (CIVIL LOCAL RULE 11-3)  
 )  
 Defendant(s). )

I, Lauren Watts Staniar, an active member in good standing of the bar of Washington State, hereby respectfully apply for admission to practice *pro hac vice* in the Northern District of California representing: Twitch Interactive, Inc. in the above-entitled action. My local co-counsel in this case is Katherine Dugdale, an attorney who is a member of the bar of this Court in good standing and who maintains an office within the State of California.

MY ADDRESS OF RECORD: 1201 Third Avenue, Suite 4900 Seattle, WA 98101	LOCAL CO-COUNSEL'S ADDRESS OF RECORD: 1888 Century Park East, Suite 1700 Los Angeles, CA 90067-1721
MY TELEPHONE # OF RECORD: (206) 359-8000	LOCAL CO-COUNSEL'S TELEPHONE # OF RECORD: (310) 788-9900
MY EMAIL ADDRESS OF RECORD: LStaniar@perkinscoie.com	LOCAL CO-COUNSEL'S EMAIL ADDRESS OF RECORD: KDugdale@perkinscoie.com

I am an active member in good standing of a United States Court or of the highest court of another State or the District of Columbia, as indicated above; my bar number is: 48741.  
 A true and correct copy of a certificate of good standing or equivalent official document from said bar is attached to this application.

I agree to familiarize myself with, and abide by, the Local Rules of this Court, especially the Standards of Professional Conduct for attorneys and the Alternative Dispute Resolution Local Rules.  
*I declare under penalty of perjury that the foregoing is true and correct.*

Dated: 06/14/19 Lauren Watts Staniar  
 APPLICANT

**ORDER GRANTING APPLICATION  
 FOR ADMISSION OF ATTORNEY PRO HAC VICE**

IT IS HEREBY ORDERED THAT the application of Lauren Watts Staniar is granted, subject to the terms and conditions of Civil L.R. 11-3. All papers filed by the attorney must indicate appearance *pro hac vice*. Service of papers upon, and communication with, local co-counsel designated in the application will constitute notice to the party.

Dated: \_\_\_\_\_  
 UNITED STATES DISTRICT/MAGISTRATE JUDGE

**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 48741
	)	
OF	)	<b>CERTIFICATE</b>
	)	
LAUREN ELIZABETH WATTS STANIAR	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

---

I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**LAUREN ELIZABETH WATTS STANIAR**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on February 5, 2015, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 28<sup>th</sup> day of January, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court

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UNITED STATES DISTRICT COURT

for the  
Northern District of California

\_\_\_\_\_  
Twitch Interactive, Inc.

*Plaintiff*

v.

\_\_\_\_\_  
John or Jane Does 1-100

*Defendant*

)  
)  
) Civil Action No. 3:19-cv-03418  
)  
)

**NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS**

To: John or Jane Doe

*(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)*

**Why are you getting this?**

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (*give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States*) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

**What happens next?**

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 06/17/2019

\_\_\_\_\_  
*Signature of the attorney or unrepresented party*

Katherine M. Dugdale

*Printed name*

1888 Century Park E., Suite 1700  
Los Angeles, CA 90067-1721

*Address*

KDugdale@perkinscoie.com

*E-mail address*

310.788.9900

*Telephone number*



AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the Northern District of California

Twitch Interactive, Inc. Plaintiff v. John and Jane Does 1-100 Defendant Civil Action No. 3:19-cv-03418-WHO

WAIVER OF THE SERVICE OF SUMMONS

To: Katherine M. Dugdale (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 06/17/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.



## United States District Court Northern District of California

### ECF Registration Information

Electronic Case Filing (ECF or “e-filing”) is mandatory for all civil cases in this court. Please refer to Civil Local Rule 5-1 for the Court’s rules pertaining to electronic filing. Effective August 19, 2013, e-filing of initiating documents (complaints; notices of removal) is allowed, but is not mandatory; all other documents must be e-filed in civil cases.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- If not already registered, each attorney in the case must register to become an e-filer at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF). Your ECF registration is valid for life in this district; please do not register more than once.

IMPORTANT NOTICE: by signing and submitting to the court a request for an ECF user id and password, you consent to entry of your email address into the court’s electronic service registry for electronic service on you of all e-filed papers, pursuant to rules 77 and 5(b)(2)(d) of the Federal Rules of Civil Procedure.

- If you are a party and do not have an attorney and would like to e-file in the case, please visit [cand.uscourts.gov/ECF/proseregistration](http://cand.uscourts.gov/ECF/proseregistration) for instructions and information. Unless and until the assigned judge has given you permission to e-file, you are required to file and serve papers in hard copy (paper) form.
- Access dockets and documents using your PACER (Public Access to Court Electronic Records) account. If your firm already has a PACER account, please use that account. It is not necessary to have individual PACER accounts for each user in your office. To set up an account, visit: [pacer.gov](http://pacer.gov) or call (800) 676-6856.

ECF interactive tutorials, instructions for e-filing and other information are available at: [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF).

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**NOTICE OF AVAILABILITY OF MAGISTRATE JUDGE  
TO EXERCISE JURISDICTION**

In accordance with the provisions of Title 28, U.S.C. § 636(c), you are hereby notified that a United States magistrate judge of this district is available to exercise the court's jurisdiction and to conduct any or all proceedings in this case including a jury or nonjury trial, and entry of a final judgment. Exercise of this jurisdiction by a magistrate judge is, however, permitted only if all parties voluntarily consent.

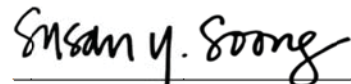
You may, without adverse substantive consequences, withhold your consent, but this will prevent the court's jurisdiction from being exercised by a magistrate judge.

An appeal from a judgment entered by a magistrate judge may be taken directly to the United States court of appeals for this judicial circuit in the same manner as an appeal from any other judgment of a district court.

Copies of the Form for the "Consent to Exercise of Jurisdiction by a United States Magistrate Judge" are available from the clerk of court.

The plaintiff or removing party shall serve a copy of this notice upon all other parties to this action pursuant to Federal Rules of Civil Procedure 4 and 5.

FOR THE COURT



---

Susan Y. Soong  
Clerk, United States District Court



**STANDING ORDER FOR ALL JUDGES  
OF THE NORTHERN DISTRICT OF CALIFORNIA**  

---

**CONTENTS OF JOINT CASE MANAGEMENT STATEMENT**

All judges of the Northern District of California require identical information in Joint Case Management Statements filed pursuant to Civil Local Rule 16-9. The parties must include the following information in their statement which, except in unusually complex cases, should not exceed ten pages:

1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction over plaintiff's claims and defendant's counterclaims, whether any issues exist regarding personal jurisdiction or venue, whether any parties remain to be served, and, if any parties remain to be served, a proposed deadline for service.
2. Facts: A brief chronology of the facts and a statement of the principal factual issues in dispute.
3. Legal Issues: A brief statement, without extended legal argument, of the disputed points of law, including reference to specific statutes and decisions.
4. Motions: All prior and pending motions, their current status, and any anticipated motions.
5. Amendment of Pleadings: The extent to which parties, claims, or defenses are expected to be added or dismissed and a proposed deadline for amending the pleadings.
6. Evidence Preservation: A brief report certifying that the parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information ("ESI Guidelines"), and confirming that the parties have met and conferred pursuant to Fed. R. Civ. P. 26(f) regarding reasonable and proportionate steps taken to preserve evidence relevant to the issues reasonably evident in this action. *See ESI Guidelines 2.01 and 2.02, and Checklist for ESI Meet and Confer.*
7. Disclosures: Whether there has been full and timely compliance with the initial disclosure requirements of Fed. R. Civ. P. 26, and a description of the disclosures made.
8. Discovery: Discovery taken to date, if any, the scope of anticipated discovery, any proposed limitations or modifications of the discovery rules, a brief report on whether the parties have considered entering into a stipulated e-discovery order, a proposed discovery plan pursuant to Fed. R. Civ. P. 26(f), and any identified discovery disputes.
9. Class Actions: If a class action, a proposal for how and when the class will be certified, and whether all attorneys of record for the parties have reviewed the Procedural Guidance for Class Action Settlements.
10. Related Cases: Any related cases or proceedings pending before another judge of this court, or before another court or administrative body.
11. Relief: All relief sought through complaint or counterclaim, including the amount of any damages sought and a description of the bases on which damages are calculated. In addition, any party from whom damages are sought must describe the bases on which it contends damages should be calculated if liability is established.



12. Settlement and ADR: Prospects for settlement, ADR efforts to date, and a specific ADR plan for the case, including compliance with ADR L.R. 3-5 and a description of key discovery or motions necessary to position the parties to negotiate a resolution.
13. Consent to Magistrate Judge For All Purposes: Whether **all** parties will consent to have a magistrate judge conduct all further proceedings including trial and entry of judgment. \_\_\_ Yes \_\_\_ No
14. Other References: Whether the case is suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.
15. Narrowing of Issues: Issues that can be narrowed by agreement or by motion, suggestions to expedite the presentation of evidence at trial (e.g., through summaries or stipulated facts), and any request to bifurcate issues, claims, or defenses.
16. Expedited Trial Procedure: Whether this is the type of case that can be handled under the Expedited Trial Procedure of General Order No. 64 Attachment A. If all parties agree, they shall instead of this Statement, file an executed Agreement for Expedited Trial and a Joint Expedited Case Management Statement, in accordance with General Order No. 64 Attachments B and D.
17. Scheduling: Proposed dates for designation of experts, discovery cutoff, hearing of dispositive motions, pretrial conference and trial.
18. Trial: Whether the case will be tried to a jury or to the court and the expected length of the trial.
19. Disclosure of Non-party Interested Entities or Persons: Whether each party has filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-15. In addition, each party must restate in the case management statement the contents of its certification by identifying any persons, firms, partnerships, corporations (including parent corporations) or other entities known by the party to have either: (i) a financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected by the outcome of the proceeding. In any proposed class, collective, or representative action, the required disclosure includes any person or entity that is funding the prosecution of any claim or counterclaim.
20. Professional Conduct: Whether all attorneys of record for the parties have reviewed the Guidelines for Professional Conduct for the Northern District of California.
21. Such other matters as may facilitate the just, speedy and inexpensive disposition of this matter.

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

A jury trial has been set in this matter for << DATE >>, beginning at 8:00 a.m. with an attorney conference and jury selection to follow thereafter. A Pretrial Conference has been set for <<DATE >> at 2:00 p.m.

The following scheduling deadlines and hearing dates have been set:

**1. Pretrial Conference and Statement**

Not less than 28 days prior to the Pretrial Conference, counsel shall exchange (but not file or lodge) the papers described in Civil L.R. 16-10(b)(7), (8), (9) and (10), and any motions in limine.

At least 21 days before the Pretrial Conference, lead trial counsel shall meet and confer with respect to:

- Preparation and content of the joint pretrial conference statement;
- Resolution of any differences between the parties regarding the preparation and content of the joint pretrial conference statement and the preparation and exchange of pretrial materials to be served and filed pursuant to this Order. To the extent such differences are not resolved, the parties will present the issues in the pretrial conference statement so that the judge may rule on the matter during the Pretrial Conference; and
- Settlement.

At least 14 days prior to the Pretrial Conference, the parties shall file a joint pretrial conference statement containing the following information:

- a. The Action
  - (i) Substance of the Action. A brief description of the substance of claims and

1 defenses that remain to be decided.

2 (ii) Relief Prayed. A detailed statement of all the relief claimed, particularly  
3 itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary  
4 material to be presented concerning the amount of those damages.

5 b. The Factual Basis of the Action

6 (i) Undisputed Facts. A plain and concise statement of all relevant facts not  
7 reasonably disputable, as well as which facts parties will stipulate for incorporation into the trial  
8 record without the necessity of supporting testimony or exhibits.

9 (ii) Disputed Factual Issues. A plain and concise statement of all disputed factual  
10 issues that remain to be decided.

11 (iii) Agreed Statement. A statement assessing whether all or part of the action  
12 may be presented upon an agreed statement of facts.

13 (iv) Stipulations. A statement of stipulations requested or proposed for pretrial or  
14 trial purposes.

15 c. Disputed Legal Issues

16 (i) Points of Law. Without extended legal argument, a concise statement of each  
17 disputed point of law concerning liability or relief, citing supporting statutes and decisions setting  
18 forth briefly the nature of each party's contentions concerning each disputed point of law,  
19 including procedural and evidentiary issues.

20 (ii) Proposed Conclusions of Law. If the case is to be tried without a jury, unless  
21 otherwise ordered, parties should briefly indicate objections to proposed conclusions of law.

22 d. Trial Preparation

23 (i) Witnesses to be Called. A list of all witnesses likely to be called at trial, other  
24 than solely for impeachment or rebuttal, together with a brief statement following each name  
25 describing the substance of the testimony to be given.

26 (ii) Exhibits, Schedules and Summaries. A list of all documents and other items to  
27 be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief  
28 statement following each describing its substance or purpose and the identity of the sponsoring



1 witness. Unless otherwise ordered, parties will indicate their objections to the receipt in evidence  
2 of exhibits and materials lodged and that counsel have conferred respecting such objections.

3 (iii) Estimate of Trial Time. An estimate of the number of court days needed for  
4 the presentation of each party's case, indicating possible reductions in time through proposed  
5 stipulations, agreed statements of facts, or expedited means of presenting testimony and exhibits.

6 (iv) Use of Discovery Responses. Counsel shall cite possible presentation at trial  
7 of evidence, other than solely for impeachment or rebuttal, through use of excerpts from  
8 depositions, interrogatory answers, or responses to requests for admission. Counsel shall indicate  
9 any objections to use of these materials and that counsel has conferred respecting such objections.

10 (v) Further Discovery or Motions. A statement of all remaining discovery or  
11 motions, including motions in limine.

12 e. Trial Alternatives and Options

13 (i) Settlement Discussion. A statement summarizing the status of settlement  
14 negotiations and indicating whether further negotiations are likely to be productive.

15 (ii) Consent to Trial Before a Magistrate Judge. A statement whether reference of  
16 all or part of the action to a master or magistrate judge is feasible, including whether the parties  
17 consent to a court or jury trial before a magistrate judge, with appeal directly to the Ninth Circuit.

18 (iii) Amendments, Dismissals. A statement of requested or proposed amendments  
19 to pleadings or dismissals of parties' claims or defenses.

20 (iv) Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a  
21 separate trial of specific issues is feasible and desired.

22 **2. Witnesses**

23 a. Jury Trials. The Pretrial Conference Statement shall include the witness list  
24 required in part by 1(d)(i) above. In addition, in the case of expert witnesses, the summary shall  
25 clearly state the expert's theories and conclusions and the basis therefore and shall be  
26 accompanied by a curriculum vitae; if the expert has prepared a report in preparation for the  
27 testimony, a copy thereof shall be furnished to opposing counsel. Witnesses not included on the  
28 list may be excluded from testifying.

1           b.       Non-Jury Trials. In non-jury cases, any party may serve and lodge with the Court a  
2 written narrative statement of the proposed direct testimony of each witness under that party's  
3 control in lieu of a summary. Each statement shall be marked as an exhibit and shall be in a form  
4 suitable to be received into evidence.

5       **3.       Jury Instructions**

6           a.       Joint Set of Instructions. The parties shall jointly prepare a set of jury instructions,  
7 and shall file the proposed instructions at least fourteen days prior to the Pretrial Conference. The  
8 submission shall contain both agreed upon instructions (which shall be so noted), and contested  
9 instructions, all in the order in which they should be read to the jury. Where contested instructions  
10 are included, they should be annotated both with the proponent's authority for seeking the  
11 instruction and the opponent's reason for opposition. Counsel shall deliver to Chambers a copy of  
12 the joint submission on a CD/DVD in Word format. The label shall include the case number and a  
13 description of the documents.

14           b.       Substance and Format of Instructions. The instructions shall cover all substantive  
15 issues and other points not covered by the Ninth Circuit Manual of Model Jury Instructions. Each  
16 requested instruction shall be typed in full on a separate page and citations to the authorities upon  
17 which the instruction is based shall be included. Instructions shall be brief, clear, written in plain  
18 English, and free of argument. Pattern or form instructions shall be revised to address the  
19 particular facts and issues of this case.

20           c.       Preliminary Statement and Instructions. If the parties wish to have a preliminary  
21 statement read to the jury, and/or preliminary instructions given to the jury, they shall jointly  
22 prepare and file the text of the proposed preliminary statement and/or preliminary instructions at  
23 least fourteen days prior to the Pretrial Conference.

24           d.       Voir Dire and Verdict Forms. Each party shall file proposed questions for jury voir  
25 dire and a proposed Form of Verdict at least fourteen days prior to the Pretrial Conference.

26       **4.       Findings of Fact and Conclusions of Law**

27           In non-jury cases, each party shall file at least fourteen days prior to the Pretrial  
28 Conference proposed Findings of Fact and Conclusions of Law on all material issues. The Court

1 requests that the parties hyperlink each proposed Finding of Fact to any supporting evidence.  
2 Proposed Findings shall be brief, written in plain English, and free of pejorative language,  
3 conclusions and argument. Parties shall deliver to Chambers copies of Proposed Findings of Fact  
4 and Conclusions of Law on a CD/DVD in Word format, with a label including the name of the  
5 case, the case number and a description of the submission.

6 **5. Exhibits**

7 a. Provide Copies of Exhibits to Other Parties. Each party shall provide every other  
8 party with one set of all proposed exhibits, charts, schedules, summaries, diagrams, and other  
9 similar documentary materials to be used in its case in chief at trial, together with a complete list  
10 of all such proposed exhibits. Voluminous exhibits shall be reduced by elimination of irrelevant  
11 portions or through the use of summaries. Each item shall be pre-marked with a trial exhibit  
12 sticker (“Trial Exhibit No. \_\_”), not deposition exhibit label, and defendant’s exhibit numbers shall  
13 be sequenced to begin after plaintiff’s exhibit numbers. If there are numerous exhibits, they  
14 should be provided in three-ring binders with marked tab separators. All exhibits that have not  
15 been provided as required are subject to exclusion.

16 b. Stipulations re Admissibility. At least fourteen days prior to the Pretrial  
17 Conference, the parties shall make a good faith effort to stipulate to exhibits’ admissibility. If  
18 stipulation is not possible, the parties shall make every effort to stipulate to authenticity and  
19 foundation absent a legitimate (not tactical) objection.

20 c. Objections to Exhibits. In addition to the exhibit list, counsel shall confer with  
21 respect to any other objections to exhibits in advance of the Pretrial Conference. Each party shall  
22 file a statement briefly identifying each item objected to, the grounds for the objection, and the  
23 position of the offering party at least fourteen days prior to the date set for the Pretrial Conference.

24 d. Provide Copies of Exhibits to Court. One set of exhibits shall be provided to the  
25 Court in Chambers on the Friday prior to the trial date, in binders, marked, tabbed, and indexed in  
26 accordance with Local Rule 16-10(b)(7). Exhibits shall be identified as follows:

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
**TRIAL EXHIBIT 100**



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Blocks of numbers shall be assigned to fit the needs of the case (e.g., Plaintiff has 1-100, Defendant has 101-200). The parties shall not mark duplicate exhibits (e.g., plaintiff and defendant shall not mark the same exhibit; only one copy of the exhibit shall be marked).

e. Witness Binders. If all of the exhibits in a case do not fit in one binder, then the parties shall prepare a witness binder for each witness that will testify regarding three or more exhibits.

f. Disposition of Exhibits after Trial. Upon the conclusion of the trial, each party shall retain its exhibits through the appellate process. It is each party's responsibility to make arrangements with the Clerk of Court to file the record on appeal.

**6. Motions In Limine**

Any party wishing to have motions in limine heard prior to the commencement of trial must file them at least fourteen days prior to the date set for the Pretrial Conference. All motions in limine shall be contained in one document, limited to 25 pages pursuant to Civil L.R. 7-2(b), with each motion listed as a subheading. Opposition to the motions in limine shall be contained in one document, limited to 25 pages, with corresponding subheadings, and shall be filed at least seven days prior to the Pretrial Conference. No reply papers will be considered. The motions will be heard at the Pretrial Conference or at such other time as the Court may direct. Nothing in this provision prevents a party from noticing its motions in limine regularly for hearing on or prior to the final date for hearing dispositive motions. No leave to file under seal will be granted with

1 respect to motions in limine.

2 **7. Other Pretrial Matters**

3 a. Status Conferences. Any party desiring to confer with the Court may, upon notice  
4 to all other parties, arrange a conference through the Courtroom Deputy, Jean Davis, at 415-522-  
5 2077 or whocrd@cand.uscourts.gov.

6 b. Settlement Conferences. Parties wishing to arrange a settlement conference before  
7 another judge or magistrate judge may do so by contacting the Courtroom Deputy.

8 c. Daily Transcripts. Should a daily transcript and/or realtime reporting be desired,  
9 the parties shall make arrangements with Rick Duvall, Court Reporter Supervisor, at 415-522-  
10 2079 or Richard\_Duvall@cand.uscourts.gov, at least seven calendar days prior to the trial date.

11 **8. Trial Matters**

12 a. The normal trial schedule will be from 8:00 a.m. to 1:00 p.m. (or slightly longer to  
13 finish a witness) with two fifteen minute breaks. Trial is usually held from Monday through  
14 Friday.

15 b. Ordinarily, the Court will set fixed time limits for each side at the Final Pretrial  
16 Conference.

17 c. Expert witnesses are limited to the scope of their expert reports on direct  
18 examination. F.R.C.P. 26(a)(2) and 37(c).

19 d. Parties must meet and confer to exchange any visuals, graphics or exhibits to be  
20 used in opening statements. Unless otherwise agreed, the exchange must occur no later than  
21 Wednesday before the trial. Any objections not resolved must be filed in writing by Thursday  
22 before trial. The parties shall be available by telephone Friday before trial to discuss the issue  
23 raised with the Court.

24 e. The parties shall disclose the witnesses whom they will call at trial on any given  
25 day by at least 2:00 p.m. the court day before their testimony is expected. Failure to have a  
26 witness ready to proceed at trial will usually constitute resting.

27 f. The Court takes a photograph of each witness prior to the witness's testimony.

28 g. Other than a party or party representative, fact witnesses are excluded from the

1 courtroom until they are called to testify, and may not attend in the gallery until their testimony is  
2 complete.

3 h. The Court does not typically allow bench conferences. If there are matters that  
4 need to be raised with the Court outside the presence of the jury, the parties should raise them in  
5 the morning before trial or during recess. With advance notice, the Court is usually available at  
6 7:30 a.m. to address such matters.

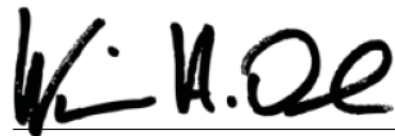
7 **9. Miscellaneous**

8 a. Please DO NOT call Chambers. If you need to contact the Courtroom Deputy,  
9 please call (415) 522-2077 and leave a message if the deputy is not available, or email  
10 whocrd@cand.uscourts.gov.

11 b. Copies. Each document filed or lodged with the Court must be accompanied by a  
12 three-hole punched copy for use in the Judge's chambers. In addition, one copy of the witness and  
13 exhibit lists should be furnished to the court reporter.

14 **IT IS SO ORDERED.**

15 Dated: February 2017



William H. Orrick  
United States District Judge

United States District Court  
Northern District of California

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4 UNITED STATES DISTRICT COURT  
5 NORTHERN DISTRICT OF CALIFORNIA  
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10 **IT IS HEREBY ORDERED** that, pursuant to Fed.R.Civ.P. 16(b) and Civil L. R. 16-10, a  
11 Case Management Conference will be held in this case before the Honorable William H. Orrick on  
12 <<DATE>> at 2:00 p.m. in Courtroom 2, 17th Floor, 450 Golden Gate Avenue, San Francisco,  
13 California 94102. This conference shall be attended by lead trial counsel for parties who are  
14 represented. Parties who are proceeding without counsel must appear personally.  
15

16 **1. Case Management Conference Requirements**

- 17 a. Plaintiffs shall serve copies of this Order at once on all parties to this action, and on  
18 any parties subsequently joined, in accordance with the provisions of Fed.R.Civ.P.  
19 4 and 5. Following service, plaintiffs shall file a certificate of service with the Clerk  
20 of this Court.  
21  
22 b. Counsel are directed to confer in advance of the Case Management Conference.  
23 Not less than seven days before the conference, counsel shall file a joint case  
24 management statement in compliance with the Civil Local Rules and the Standing  
25 Order for All Judges of the Northern District of California. Failure to file a joint  
26 statement shall be accompanied by a signed declaration setting forth the grounds  
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for such failure. Failure to show good cause for such failure may subject the parties to sanctions.

- c. Each party shall be represented at the Case Management Conference by counsel prepared to address all of the matters referred to in this Order, and with authority to enter stipulations and make admissions pursuant to this Order.
- d. Any request to reschedule the above date should be made in writing, and by stipulation, if possible, not less than ten days before the conference date. Good cause must be shown.
- e. At the Case Management Conference the parties should be prepared to address and resolve the following: setting the date and the estimated length of the trial; setting the date for discovery cutoff; setting the date to designate experts and other witnesses; and setting the date for the pretrial conference.

**2. Telephonic Appearance Procedures for Case Management Conferences**

- a. Although the Court prefers in-person appearances, the Court allows attorneys whose offices are more than **thirty miles** from the Courthouse to appear for civil Case Management Conferences (only) by telephone. No motion or other formal request is required. Unless the parties propose a different procedure that the court authorizes, telephonic appearances are made through CourtCall, an independent conference-call company, pursuant to the procedures set forth in section 2b. If an individual schedules a telephonic appearance and then fails to respond to the call of a matter on calendar, the Court may pass the matter or may treat the failure to respond as a failure to appear. Scheduling simultaneous telephonic appearances in multiple courts does not excuse a failure to appear.
- b. SCHEDULING A TELEPHONIC APPEARANCE. Absent an emergency, telephone appearances should be arranged by calling CourtCall at (866) 582-6878

1 no later than 3:00 p.m. the court day prior to the hearing date.

- 2 c. PROCEDURE FOR TELEPHONIC APPEARANCE. Court Call will provide  
3 counsel with written confirmation of the telephonic appearance, and give counsel a  
4 number to call to make the telephonic appearance. It is counsel's responsibility to  
5 dial into the call not later than 10 minutes prior to the scheduled hearing.

6 **CourtCall does not place a call to counsel.**

7  
8 The initial charge per participant for a CourtCall appearance is \$30.00 for  
9 the first 45 minutes you are connected. For each additional 15-minute increment the  
10 charge is \$7.00. If you do not timely call and connect with the Court Call operator,  
11 you will be billed for the call, and the hearing may proceed in your absence.

12 Telephonic appearances are connected directly with the courtroom's public  
13 address system and electronic recording equipment so that a normal record is  
14 produced. To ensure the quality of the record, the use of mobile phones,  
15 speakerphones, public telephone booths, or phones in other public places is  
16 discouraged except when completely unavoidable. Participants should be able to  
17 hear all parties without difficulty or echo.

18  
19 At the time of your hearing, you may be in the listening mode initially, in  
20 which case you will be able to hear the case before yours just as if you were in the  
21 courtroom. After your call is connected to the courtroom, the Clerk will call the  
22 case and request appearances. Each time you speak, you should identify yourself  
23 for the record. The court's teleconferencing system allows more than one speaker to  
24 be heard; so the Judge can interrupt a speaker to ask a question or redirect the  
25 discussion. When the Judge informs the participants that the hearing is completed,  
26 you may disconnect, and the next case will be called.  
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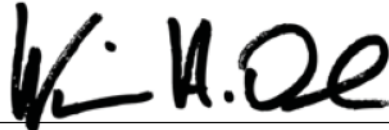
**3. Notice to Unrepresented (Pro Se) Parties in Non-Prisoner Cases**

- a. Parties representing themselves should visit the link titled “If You Don’t Have a Lawyer” on the Court’s homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court’s “Legal Help Center” for unrepresented parties. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street. To make an appointment for San Francisco or Oakland, call 415-782-8982.
  
- b. If you are representing yourself and you have not been granted leave to proceed *in forma pauperis* (IFP) by the Court, you must comply with the service requirements of Rule 4 of the Federal Rules of Civil Procedure, as set forth below. Failure to follow the procedures may result, under Rule 4(m), in dismissal of your case:
  - (i) It is your responsibility to obtain a valid summons from the clerk and to effect service of the summons and complaint on all defendants in accordance with Rule 4 of the Federal Rules of Civil Procedure. If you have named the United States government, a federal agency, a federal official or a federal employee as a defendant, you must comply with the special requirements of Rule 4(i).
  - (ii) Service may be affected by any person who is not a party and who is at least 18 years of age, which means that you, as a party, may not affect service. If service of the summons and complaint is not made upon a defendant within 90 days after the filing of the complaint, your action will, under Rule 4(m), be dismissed as to that defendant.
  - (iii) Within 95 days after the filing of the complaint, you must file proof of service indicating which defendants were served within the 90 days allowed under Rule 4(m) and showing, in accordance with Rule 4(i), how each of those

1 defendants was served (for example, by attaching appropriate certificates of  
2 service). You must also show cause why a defendant not served within the 90  
3 days allowed under Rule 4(m) should not be dismissed without prejudice.

4 (iv) Failure to do these things within the designated time will result in the dismissal  
5 of your case under Rule 4(m) and Rule 41(b).

6 Dated: January 2018



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William H. Orrick  
9 United States District Court Judge

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United States District Court  
Northern District of California

(Effective 1/2018)

## **JUDGE ORRICK'S STANDING ORDER FOR CIVIL CASES**

### **1. Conformity to Rules**

Parties shall follow the Federal Rules of Civil Procedure, the Civil Local Rules, and the General Orders of the Northern District of California, except as superseded by this Court's Standing Orders.

### **2. Communication with the Court**

Unless otherwise authorized, parties shall not attempt to make *ex parte* contact with the Judge or his Chambers staff by telephone, facsimile, letter, or any other means but may contact Judge Orrick's Courtroom Deputy, Jean Davis, at [whocrd@cand.uscourts.gov](mailto:whocrd@cand.uscourts.gov) or 415-522-2077 with appropriate inquiries.

### **3. Scheduling**

Civil Law and Motion Calendar is generally conducted on Wednesdays at 2:00 p.m. in Courtroom 2 on the 17th floor.

Civil Case Management Conferences are generally conducted on Tuesdays at 2:00 p.m. in Courtroom 2 on the 17th floor. See Judge Orrick's Standing Case Management Conference Order for information on telephonic appearances for CMCs.

Pretrial Conferences are generally conducted on Mondays at 2:00 p.m. in Courtroom 12 on the 19th floor.

Counsel need not reserve motion hearing dates, but should check Judge Orrick's calendar (at [www.cand.uscourts.gov](http://www.cand.uscourts.gov) under "Calendar" and "Judges' Weekly Calendars") or contact his Courtroom Deputy to determine the next available law and motion calendar date. Motions may be reset as the Court's calendar requires. The order of call on each calendar will be determined by the Court.

### **4. Discovery Disputes**

In the event of a discovery dispute, lead trial counsel for the parties shall meet and confer in person, or, if counsel are located outside the Bay Area, by telephone, to attempt to resolve their dispute informally. A mere exchange of letters, e-mails, telephone calls, or facsimile transmissions does not satisfy the requirement to meet and confer.

If, after a good faith effort, the parties have not resolved their dispute, they shall prepare a concise joint statement of five pages or less, stating the nature and status of their dispute, and certifying that they have met the meet-and-confer requirement. Absent an order of this Court, parties shall not file affidavits or exhibits, other than copies of the written requests for discovery and the answers or objections thereto.

If a joint statement is not possible, each side may submit a brief individual statement of two pages or less. In addition to the certification of compliance with the meet-and-confer requirement, the individual statement shall include an explanation of why a joint statement was not possible. The joint statement or individual statements shall be filed or e-filed, if in an e-filing case, and courtesy copies submitted as provided by the Civil Local Rules.

The Court will advise the parties of the need, if any, for more formal briefing or a hearing, pursuant to Civil Local Rule 7-1(b). The Court may also elect to refer the matter to a magistrate judge or special master. If a magistrate judge is assigned to a case for discovery, that judge shall handle any future discovery disputes in that case and the parties shall comply with the procedures set by that judge for discovery.



(Effective 1/2018)

**5. Courtesy Copies**

All courtesy copies must be three-hole punched at the left margin. All courtesy copies of e-filed documents must bear the ECF stamp (case number, document number, date and page number) on the top of each page. Exhibits to motions or declarations shall be tabbed and numbered or lettered. Motions and briefs that are more than 50 pages in length, including exhibits, shall be submitted to chambers in binders. Courtesy copies are not required for certificates and proofs of service, notices of appearance, certificates of interested parties, and ADR certifications.

**6. Summary Judgment Motions**

Parties are limited to filing one motion for summary judgment. Any party wishing to exceed this limit must request leave of Court.

**7. Class Action Settlements.** Counsel are reminded to review and comply with the Northern District's Procedural Guidance for Class Action Settlements available on the Court's website at [www.cand.uscourts.gov/ClassActionSettlementGuidance](http://www.cand.uscourts.gov/ClassActionSettlementGuidance).

**8. Service of Standing Order**

Plaintiff (or in the case of removed cases, any removing defendant) is directed to serve copies of all Judge Orrick Standing Orders at once upon all parties to the action, and upon those subsequently joined, in accordance with the provisions of Federal Rules of Civil Procedure 4 and 5 and to file with the Clerk of Court a certificate reflecting such service, in accordance with Civil Local Rule 5-5(a).

**9. Unrepresented (Pro Se) Parties**

Parties representing themselves should visit the link titled "If You Don't Have a Lawyer" on the Court's homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court's "Legal Help Center" for unrepresented parties. The Legal Help Center can be reached at 415-782-8982. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street.

**IT IS SO ORDERED.**

Dated: 1/18/2018

A handwritten signature in black ink, appearing to read "W. H. Orrick", written over a horizontal line.

William H. Orrick  
United States District Judge

(Effective 3/2018)

**JUDGE ORRICK'S STANDING ORDER ON**  
**ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL**

Any party seeking to file material under seal must comply with this Order and Civil Local Rule 79-5. The party that has designated material as confidential also must file a declaration in support of sealing that rebuts the strong presumption in favor of public access that applies to all documents other than grand jury transcripts and pre-indictment warrant materials. *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

**A. Administrative Motions to File Under Seal**

Administrative motions to file materials under seal must contain the following information, presented in the following sequence:

1. A statement certifying that the filing party has reviewed and complied with this Order.
2. A statement certifying that the filing party has reviewed and complied with Civil Local Rule 79-5.
3. An identification of each document, documents, or portions of documents proposed to be sealed or redacted.
4. A statement identifying the entity that has designated the materials to be sealed as confidential. If a party seeks to seal numerous documents, the party shall provide a chart identifying the entity that designated each document as confidential.
5. A statement identifying the basis for sealing each document or portion of a document. If a party seeks to seal numerous documents, the party shall provide a chart identifying the basis for sealing each document or portion of a document. If the portions of documents sought to be sealed are voluminous, the Court will consider a single statement covering multiple documents if the basis for sealing those materials is the same.
6. All other materials required by the Local Rule, including courtesy copies in the correct format. *See CIVIL L.R. 79-5(d)*.

**B. Justification for Filing Under Seal**

The following requirements apply to the Administrative Motion and/or declaration filed by the entity that has designated the material as confidential.

The party seeking to seal the material must establish that the following requirements are met:

1. The document or document portion sought to be sealed is “privileged, protectable as a trade secret or otherwise entitled to protection under the law.” CIVIL L.R. 79-5(b). Supporting declarations must “articulate [ ] reasons supported by specific factual findings” to warrant sealing. *Kamakana*, 447 F.3d at 1178. Note that “[r]eference to a stipulation or protective order that allows a party to designate certain documents as confidential is not sufficient to establish that a document, or portions thereof, are sealable.” CIVIL L.R. 79-5(d)(1)(A). Conclusory assertions of harm are also insufficient.
2. The “strong presumption of access to judicial records” is rebutted under the appropriate legal standard, i.e., the “good cause” or “compelling reasons” standard. The standard that



(Effective 3/2018)

applies depends on whether the underlying motion at issue “is more than tangentially related to the merits of a case.” *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016). The Administrative Motion or declaration must identify the appropriate standard and articulate why the materials to be sealed satisfy that standard. “The mere fact that the production of records may lead to a litigant’s embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records.” *Kamakana*, 447 F.3d at 1179.

3. The request is “narrowly tailored to seek sealing only of sealable material” and does not indiscriminately seek to seal documents or portions of documents which do not contain sealable material. CIVIL L.R. 79-5(b).

#### **C. Proposed Orders and Service**


1. Proposed Orders must identify with specificity each document, documents, or portions of documents proposed to be sealed or redacted in compliance with Civil Local Rule 79-5(d)(1)(B). If a party seeks to seal numerous documents, the Proposed Order should include a chart identifying each document or portion of a document sought to be sealed and the justification for each proposed sealing.
2. Electronic copies of proposed orders must be sent in Word format to [whopo@cand.uscourts.gov](mailto:whopo@cand.uscourts.gov).
3. The filing party must serve the above items, this Order, and a copy of Civil Local Rule 79-5 upon (i) any party who is not on ECF, and (ii) any non-party that has designated as confidential any material to be sealed. The filing party must then file a certificate of service to confirm that it has complied.

#### **D. E-filing**

1. For instructions on how to e-file the Administrative Motion to File Under Seal, see the directions on the Court’s homepage at <http://cand.uscourts.gov/ecf/underseal>.
2. If the document sought to be filed under seal is a motion (for example, a motion to dismiss, a motion for summary judgment), counsel shall e-file, separately from the contents and attachments of the Administrative Motion to File Under Seal discussed above, a redacted version of the Motion. That separate filing will allow counsel to select a hearing date for the substantive Motion.

**FAILURE TO COMPLY WITH THIS STANDING ORDER AND THE LOCAL RULES MAY RESULT IN SUMMARY DENIAL OF ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL.**

Dated: March 23, 2018

  
\_\_\_\_\_  
William H. Orrick  
United States District Judge



# Exhibit G

**From:** [Staniar, Lauren \(SEA\)](#)  
**To:** ["jfernandes423@hotmail.com"](#)  
**Cc:** [Simpkins, Holly M. \(SEA\)](#)  
**Bcc:** [Starr, June \(SEA\)](#)  
**Subject:** Twitch Interactive, Inc. v. Does 1-100, No. 3:19-cv-03418-WHO (N.D. Cal.)  
**Date:** Monday, June 17, 2019 4:54:00 PM  
**Attachments:** Twitch Interactive, Inc. v. Does 1-100, No. 19-cv-3418 (jfernandes423@hotmail.com).pdf

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Please see the attached correspondence from Holly M. Simpkins regarding *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.).

**Lauren Watts Staniar** | **Perkins Coie LLP**

ASSOCIATE  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101  
D. +1.206.359.3316  
E. [L.Staniar@perkinscoie.com](mailto:L.Staniar@perkinscoie.com)



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Seattle, WA 98101-3099

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F +1.206.359.9000  
PerkinsCoie.com

June 17, 2019

Holly M. Simpkins  
HSimpkins@perkinscoie.com  
D. +1.206.359.6474  
F. +1.206.359.7474

**VIA EMAIL**

jfernandes423@hotmail.com

**Re: *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.)**

Dear Sir or Madam:

Attached is a copy of a Complaint filed against you by Twitch Interactive, Inc. in the United States District Court for the Northern District of California. Also enclosed with this letter are other papers associated with the case filing. Your unauthorized and unlawful conduct as described in this letter and more fully in the Complaint must immediately stop.

This lawsuit seeks to hold you accountable for recent attacks against Twitch and its community. Beginning on or about May 25, 2019, you—in coordination with the other defendants—posted hundreds of violent, pornographic and obscene videos to Twitch.tv’s Artifact game directory. This content violates Twitch’s Terms of Service and Community Guidelines (collectively, the “Terms”) to which you agreed when you created an account on Twitch.tv and/or accessed Twitch.tv. Although Twitch has taken measures to counteract your actions, your violations of the Terms are ongoing. Twitch does not tolerate such blatant violations of its Terms.

Additionally, you and the other defendants use a website, [www.artifactstreams.com](http://www.artifactstreams.com), and social media to communicate about the prohibited content as well as coordinate future attacks. The [www.artifactstreams.com](http://www.artifactstreams.com) website and @TwitchToS Twitter feed prominently display Twitch’s trademarks, including the GLITCH logo (Reg. No. 5,769,921) and the TWITCH mark (Reg. Nos. 4,275,948, 5,769,920, and 5,503,626) in a manner likely to confuse consumers about the sites’ association with Twitch. As you know, Twitch has not authorized you or any other defendant to use Twitch’s trademarks in this manner. Twitch takes its intellectual property rights seriously and prosecutes those who infringe them vigorously.

Based on this conduct, Twitch’s Complaint asserts claims for federal trademark infringement, breach of contract, trespass to chattels, and fraud. These violations carry serious penalties. Twitch seeks, among other things, injunctive relief and compensatory and punitive damages.

**Twitch demands that you immediately take the following steps:**

1. Respond to this letter with your name, address, telephone number, and the name and contact information of your attorney, if any.



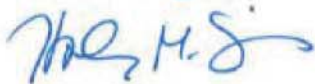
June 17, 2019

Page 2

2. Execute the waiver of service form attached to this letter.
3. Identify all accounts on Twitch.tv owned or controlled by you.
4. Cease and forever desist from accessing Twitch.tv and its network of websites, software applications, or any other products or services offered by Twitch (the "Twitch Services").
5. Cease and forever desist from posting on the Twitch Services content that violates the Twitch Terms of Service, including pornographic, violent, and other obscene videos.
6. Cease and forever desist from enabling others to engage in the conduct described in the Complaint including through the use of social media and the website located at [www.artifactstreams.com](http://www.artifactstreams.com).
7. Cease and forever desist from using the GLITCH logo or the TWITCH trademark or any other trademark owned by Twitch.
8. Confirm in writing **by no later than June 20, 2019**, that you agree to comply fully with these demands.

Please note that destruction or deletion of any evidence relevant to the activities described in this letter and the Complaint could have serious legal consequences. Therefore, we demand that you take all appropriate steps to preserve any documents or other evidence relating to this matter.

Very truly yours,



Holly M. Simpkins

HMS

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10

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
23

Case No. 19-3418

COMPLAINT FOR:

- (1) FEDERAL TRADEMARK INFRINGEMENT (15 U.S.C. § 1114)
- (2) BREACH OF CONTRACT
- (3) TRESPASS TO CHATTELS
- (4) FRAUD

DEMAND FOR JURY TRIAL

24 **I. INTRODUCTION**

25 1. Twitch Interactive, Inc. (“Twitch”) is one of the world’s leading services for  
26 content creators to stream content as part of a social, interactive community. Each month,  
27 millions of people come together to create their own entertainment: live, never-to-be repeated  
28 experiences created by the magical interactions of the many. In 2018, users watched over 500



1 billion minutes of content. Twitch’s success is due in part to the measures it has taken to create a  
2 safe and accessible community for its millions of users.

3 2. The safety of Twitch’s community is its top priority. For this reason, Twitch  
4 forbids obscene material as well as material depicting violence and threats. Its Terms of Service  
5 prohibit users from creating, uploading, or streaming any content that is unlawful, defamatory,  
6 obscene, pornographic, harassing, threatening, abusive, or otherwise objectionable. As expressed  
7 in its Community Guidelines (“Guidelines”), Twitch does not tolerate harassing or dangerous  
8 content, nudity and sexually explicit content or activities, or physical violence (including gore).

9 3. Beginning on or about May 25, 2019, Defendants flooded the Twitch.tv directory  
10 for the game Artifact with dozens of videos that violated Twitch’s policies and terms. This  
11 included, for example, a video of the March 2019 Christchurch mosque attack, hard core  
12 pornography, copyrighted movies and television shows, and racist and misogynistic videos.  
13 Defendants’ actions threatened and continue to threaten Twitch and the safety of the Twitch  
14 community.

15 4. Twitch took down the posts and banned the offending accounts, but the offensive  
16 video streams quickly reappeared using new accounts. It appears that Defendants use automated  
17 methods to create accounts and disseminate offensive material as well as to thwart Twitch’s  
18 safety mechanisms. Such methods are often referred to as “bots.”

19 5. Defendants also use bots to artificially increase the popularity of the streams  
20 broadcasting the offensive conduct, making those streams more easily discoverable by users  
21 browsing Twitch.

22 6. Defendants’ actions are ongoing and have harmed and continue to harm Twitch  
23 and the Twitch community: Twitch users who inadvertently encountered Defendants’ streams  
24 were understandably upset and on information and belief some users stopped or reduced their use  
25 of the Twitch Services. Twitch has expended significant resources investigating and banning  
26 Defendants. To protect the Twitch community, Twitch took the extremely disruptive step of  
27 disabling streaming for all newly created accounts for almost two days before imposing two-  
28



1 factor authentication for certain accounts. In response, Defendants sought to evade these steps  
2 using old accounts as well as accounts purchased from other users.

3 7. Twitch brings this action to end Defendants' unlawful and highly offensive  
4 activities, enforce the Terms (as defined in paragraph 24), and hold Defendants accountable.

## 5 **II. JURISDICTION**

6 8. This Court has federal question jurisdiction over this action under 28 U.S.C.  
7 §§ 1331 and 1338, because this action alleges violations of the Lanham Act (15 U.S.C. § 1114).

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

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

## 16 **III. INTRADISTRICT ASSIGNMENT**

17 11. This is an intellectual property action to be assigned on a districtwide basis under  
18 Civil Local Rule 3-2.

## 19 **IV. THE PARTIES**

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

24 13. On information and belief, Doe 1 is a person or entity responsible in whole or in  
25 part for the wrongful conduct alleged herein who has operated an account on the Twitch Services  
26 under a pseudonym. His acts described in this Complaint were intentionally directed toward  
27 Twitch within this judicial district, subjecting him to personal jurisdiction. Twitch will amend  
28 this Complaint if and when the legal name of Doe 1 becomes known.





1 **B. Twitch’s Trademarks**

2 20. Twitch owns rights in the “GLITCH” trademark (U.S. Registration No.  
3 5,769,921), pictured below, and the TWITCH mark (U.S. Registration Nos. 4,275,948, 5,769,920,  
4 and 5,503,626).



11 21. Twitch has used these marks in commerce in connection with its goods and  
12 services, including the Twitch Services, since at least as early as June 2012.

13 22. Since their first use, Twitch has invested substantial resources in marketing,  
14 advertising, and distributing its goods and services, including the Twitch Services, under the  
15 GLITCH and TWITCH marks.

16 23. Twitch has attained substantial goodwill and strong recognition in the GLITCH  
17 and TWITCH marks and the marks have come to be exclusively associated with Twitch.

18 **C. Twitch’s Terms and Guidelines**

19 24. In order to create an account or otherwise use or access the Twitch Services or  
20 utilize the Twitch developer platform, a prospective user must agree to be bound by, among other  
21 things, Twitch’s Terms of Service, Community Guidelines, Twitch Developer Services  
22 Agreement, and Trademark Guidelines (collectively, the “Terms”). Specifically, the Terms state:  
23 “The Terms of Service apply whether you are a user that registers an account with the Twitch  
24 Services or an unregistered user. You agree that by clicking “Sign Up” or otherwise registering,  
25 downloading, accessing or using the Twitch Services, you are entering into a legally binding  
26 agreement between you and Twitch regarding your use of the Twitch Services. You acknowledge  
27 that you have read, understood, and agree to be bound by these Terms of Service.”  
28



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

6           26. The Terms expressly prohibit anyone who accesses or uses the Twitch Services  
7 from posting obscene, pornographic, violent, or otherwise harmful content. Specifically, the  
8 Terms prohibit users from:

- 9           a. creating, uploading, transmitting, or distributing “any content that is inaccurate,  
10 unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or  
11 publicity rights, harassing, threatening, abusive, inflammatory, or otherwise  
12 objectionable”;
- 13           b. interfering with or damaging “operation of the Twitch Services or any user’s  
14 enjoyment of them, by any means, including uploading or otherwise disseminating  
15 viruses, adware, spyware, worms, or other malicious code”;
- 16           c. manipulating “identifiers in order to disguise the origin of any User Content  
17 transmitted through the Twitch Services”; or
- 18           d. 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.”

22           27. The Guidelines, as part of the Terms, govern activity on Twitch with the goal of  
23 “provid[ing] the best shared social video experience created by our growing community where  
24 creators and communities can interact safely.”

25           28. The Guidelines state that Twitch does not tolerate obscene or violent content of the  
26 kind at issue here. Under the Guidelines,

- 27           a. “[n]udity and sexually explicit content or activities, such as pornography, sexual  
28 acts or intercourse, and sexual services, are prohibited”;

- 1           b. “[c]ontent that exclusively focuses on extreme or gratuitous gore and violence is
- 2           prohibited”; and
- 3           c. “any content or activity that attempts to intimidate, degrade, abuse, or bully others,
- 4           or creates a hostile environment for others . . . is prohibited.”

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

10          30. The Terms also prohibit the use of automated programs such as bots to create  
11 accounts or artificially inflate a channel’s viewer or follower statistics. They state that users shall  
12 not: “access any website, server, software application, or other computer resource owned, used  
13 and/or licensed by Twitch, including but not limited to the Twitch Services, by means of any  
14 robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures  
15 Twitch may use to prevent or restrict access to any website, server, software application, or other  
16 computer resource owned, used and/or licensed [to] Twitch, including but not limited to the  
17 Twitch Services.”

18          31. Twitch’s efforts do not end with the posting of its Terms. Twitch employs a Trust  
19 and Safety team that operates around the clock and around the globe to investigate and take action  
20 in connection with violations of the Terms.

21          32. Twitch also invests in technologies and processes that address potential risks to  
22 user safety, with the aim to create the best possible experience for streamers and their audiences.  
23 For example, AutoMod, a Twitch proprietary tool, allows a streamer to automatically filter out  
24 messages in chat that the streamer deems inappropriate or unwelcome. Twitch also offers tools  
25 that streamers can deploy to block or ban users from their audience and report them to Twitch’s  
26 safety operations team.

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



1 **D. Defendants' Unlawful Activity**

2 34. Beginning on or about May 25, 2019, Defendants co-opted the game directory for  
3 Artifact to broadcast prohibited content, including hard-core pornography, racist and misogynistic  
4 videos, copyrighted movies and television shows, and videos depicting violence, including videos  
5 of the March 2019 Christchurch mosque attack.

6 35. Twitch took swift action against the accounts and users that posted these videos,  
7 immediately and permanently suspending them consistent with the Terms.

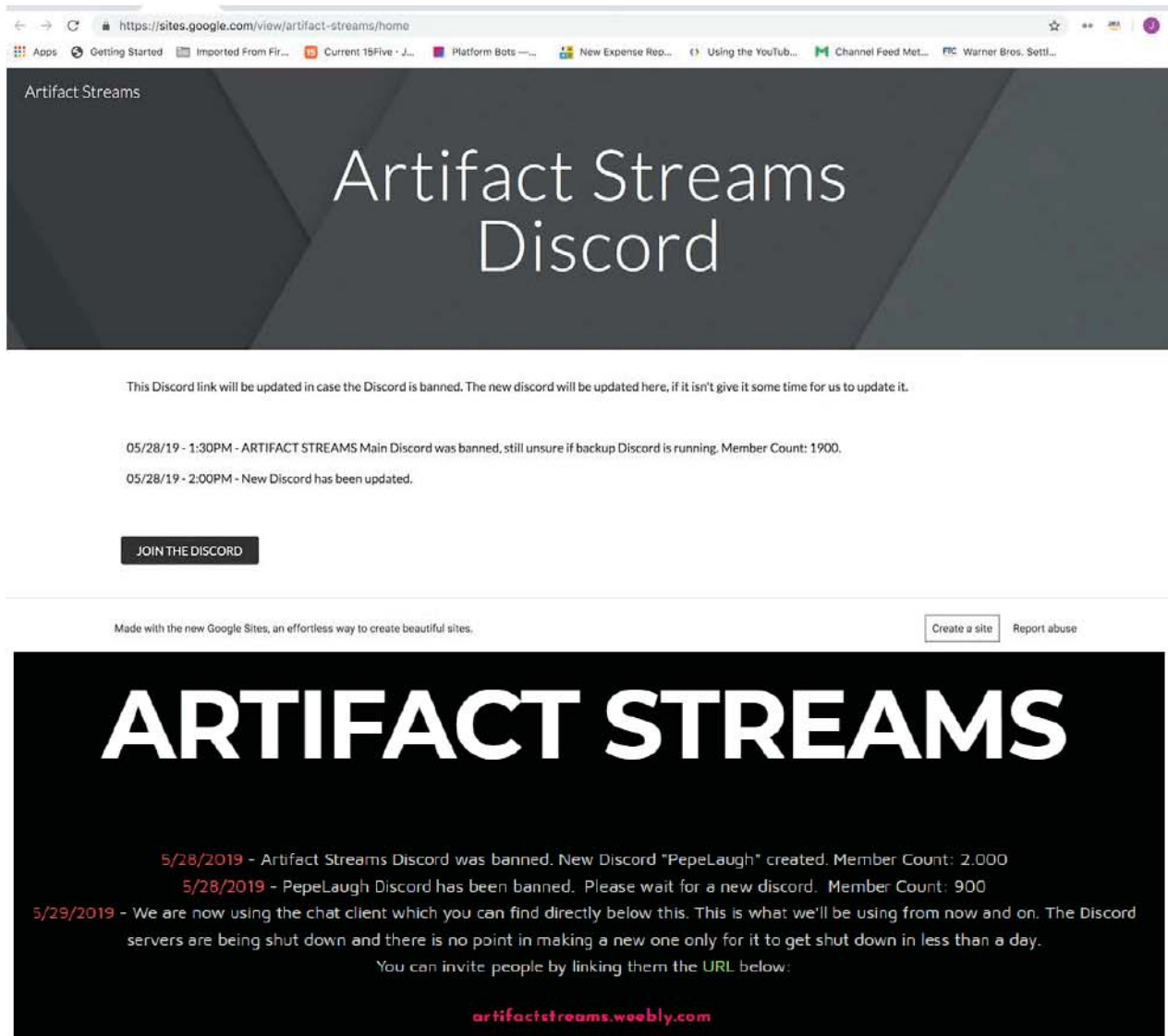
8 36. However, despite Twitch's best efforts, new streamers quickly appeared in the  
9 Artifact game directory to re-post the same or similar offending videos. On information and  
10 belief, Defendants used bots and other automated programs to quickly open new Twitch accounts  
11 and continue streaming the offending videos as soon as Twitch shut down accounts.

12 37. On information and belief, Defendants formed a group to spread pornography and  
13 other obscene, offensive and terrorist videos, or infringing content on Twitch. Defendants shared  
14 methods to evade Twitch's takedown measures, including code for bot programs.

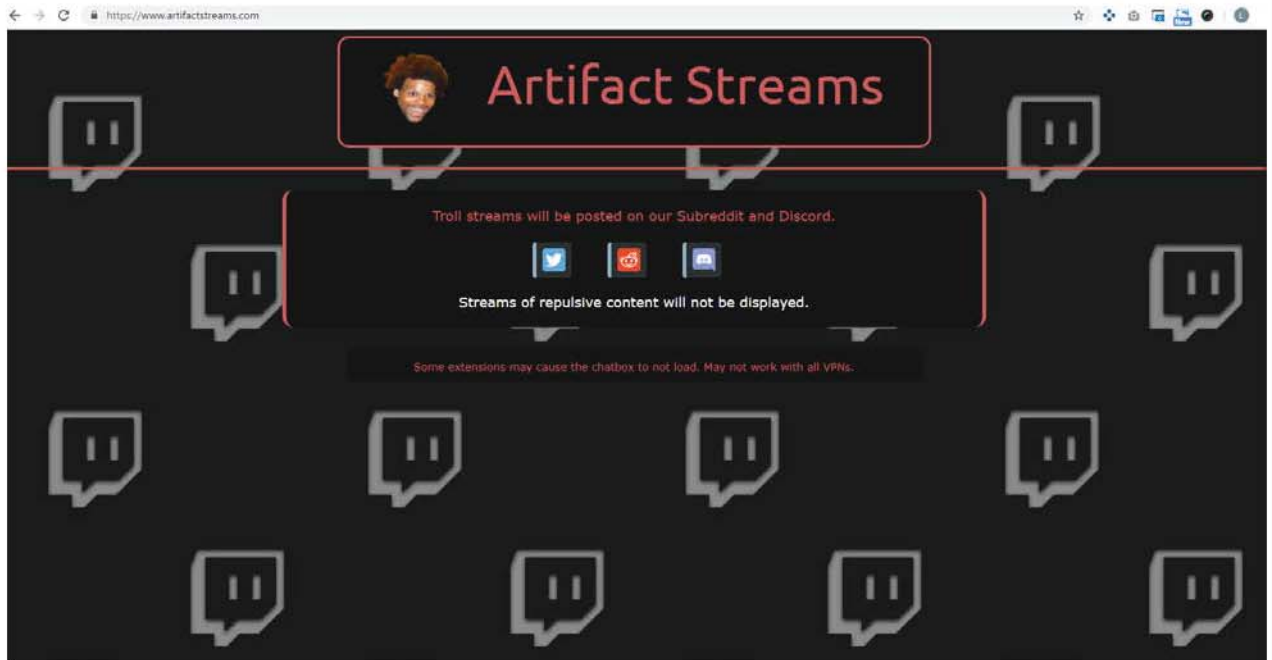
15 38. Defendants used bots, software programs that send fake viewers to a streamer's  
16 channel, to artificially inflate the viewer statistics associated with the offending videos. As the  
17 streamer's viewer count increases, his or her stream becomes easier to find for Twitch viewers  
18 seeking content. Defendants manipulated the viewer counts of their streams to promote their  
19 prohibited channels.

20 39. Defendants coordinated with one another to quickly re-post the videos once  
21 Twitch acted against them. Calling themselves "Artifact Streams," Defendants used third-party  
22 websites including, but not limited to, Google, Discord, and Weebly to communicate about the  
23 attack on Twitch. When Google and Discord shut Defendants down, Defendants set up additional  
24 Discord groups. Defendants finally moved to Weebly where they opened a chat room and  
25 displayed pornographic videos. Weebly ultimately took down the page.





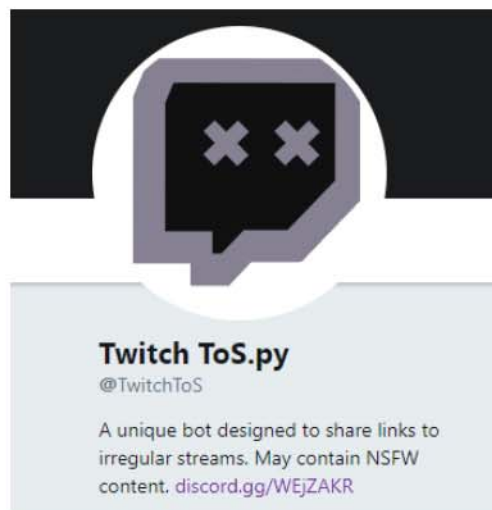
40. Defendants have also coordinated their attacks and activities via a website, www.artifactstreams.com. The Artifact Streams website prominently displays the GLITCH mark, as shown below.



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41. Twitch has not given Defendants permission to use the GLITCH mark in this way. This use is likely to cause confusion as to Twitch’s association or affiliation with Defendants.

42. Linked to the Artifact Streams website is a Twitter page, <https://twitter.com/TwitchToS>, that Defendants use to disseminate their prohibited content and direct viewers to that content. The @TwitchToS Twitter account prominently displays the TWITCH mark in its URL, Twitter name, and Twitter page, as shown below.



1 43. Twitch has not given Defendants permission to use the TWITCH mark in this way.  
2 This use is likely to cause confusion as to Twitch's association or affiliation with Defendants.

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

4 45. Viewers seeking legitimate content on Twitch encountered Defendants' streams  
5 and were understandably upset. Many viewers Tweeted their reactions to Defendants' streams.  
6 The following are a few examples.







1 feature the TWITCH mark on a Twitter account, @TwitchToS, which they use to link to and  
2 promote the prohibited content on Twitch.

3 54. Defendants' use of the GLITCH and TWITCH marks constitutes a reproduction,  
4 counterfeit, copy, or colorable imitation of registered marks for which the use, sale offering for  
5 sale, and advertising of their Twitch.tv streams is likely to cause confusion or mistake or lead to  
6 deception.

7 55. Defendants have used and continue to use the GLITCH and TWITCH marks  
8 without Twitch's authorization.

9 56. Defendants' infringement of the GLITCH and TWITCH marks is willful.

10 57. As a consequence of Defendants' unauthorized use of the GLITCH and TWITCH  
11 marks, Twitch has been and will continue to be irreparably harmed unless enjoined by this Court.  
12 Therefore, Twitch has no adequate remedy at law and is entitled to injunctive relief.

13 58. In addition to injunctive relief, Twitch is also entitled to compensatory damages,  
14 lost profits, statutory damages, enhanced damages, and/or costs incurred in pursuing this action.

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

17 **SECOND CLAIM FOR RELIEF**  
18 **Breach of Contract**  
19 **(California Common Law)**

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

22 61. Access to and use of the Twitch Services is governed by and subject to the Terms.

23 62. At all relevant times, Twitch prominently displayed and/or provided links to the  
24 Terms. Twitch users are presented with and must affirmatively accept the Terms to register for a  
25 Twitch account.

26 63. The Guidelines are incorporated into the Terms by reference. A violation of the  
27 Guidelines is a violation of the Terms.  
28



1           64.     The Terms are binding on Defendants. Each of the Defendants agreed to abide by  
2 the Terms by creating a Twitch account, by using the Twitch Services, and/or by accessing the  
3 Twitch Services to disseminate the offending videos.

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

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

8           67.     Defendants have willfully, continuously, and materially breached the Terms by  
9 engaging in the conduct described above by, for example, streaming prohibited content on  
10 Twitch.tv, evading Twitch’s efforts to ban Defendants’ streams, and accessing the Twitch  
11 Services with bots.

12           68.     Defendants breached the Terms by, among other things,

- 13           a. streaming content on Twitch.tv that is prohibited by the Terms, including videos  
14 depicting violence and gore (most notably, the Christchurch mosque attack), hard  
15 core pornography, copyrighted movies and television shows, and videos depicting  
16 racist and misogynistic imagery and messages;
- 17           b. manipulating their identifying information (including names and IP addresses) to  
18 “disguise the origin of any User Content transmitted through the Twitch Services”;
- 19           c. impairing, interfering with, disrupting, negatively affecting, and/or inhibiting other  
20 users’ enjoyment of the Twitch Services by posting obscene, violent, and harassing  
21 content in violation of the Terms; and/or
- 22           d. using bots to access the Twitch Services, tamper with (i.e., artificially inflate) their  
23 live view statistics, and/or promote their nefarious content to unsuspecting Twitch  
24 viewers.

25           69.     Twitch has dutifully performed its obligations pursuant to the Terms.

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



1 Twitch is entitled to special damages in the amount of lost profits and other reasonably  
2 foreseeable harms proximately caused by Defendants' breach.

3 **THIRD CLAIM FOR RELIEF**  
4 **Trespass to Chattels**  
5 **(California Common Law)**

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

8 72. The Terms authorize Defendants to access the Twitch Services for a limited  
9 purpose—to stream and watch legitimate content on Twitch.tv. The Terms do not permit  
10 Defendants to access the Twitch Services to stream obscene, excessively violent, or pornographic  
11 content.

12 73. Defendants intentionally and without authorization exceeded permissible access to  
13 the Twitch Services by streaming unauthorized content on Twitch.tv.

14 74. Defendants intentionally and without authorization accessed the Twitch Services  
15 with bots designed to artificially inflate the live view statistics associated with their accounts,  
16 making it easier for Twitch viewers to find the offending streams.

17 75. Defendants' intentional interference with Twitch's possession of the Twitch  
18 Services proximately caused Twitch injury.

19 76. Defendants' unauthorized access to the Twitch Services impaired the condition,  
20 quality, or value of the Twitch Services by degrading the quality of the content on Twitch, forcing  
21 Twitch to suspend streaming for all new accounts, and exposing Twitch users to offensive and  
22 unwanted content.

23 77. Twitch is entitled to all remedies available at law or equity, including injunctive  
24 relief, compensatory damages, attorneys' fees, and/or other equitable or monetary remedies.

25 **FOURTH CLAIM FOR RELIEF**  
26 **Fraud**  
27 **(California Common Law)**

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









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DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
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Lauren E. Staniar (*pro hac vice* application  
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LStaniar@perkinscoie.com

Attorneys for Plaintiff  
Twitch Interactive, Inc.

# Exhibit A

# United States of America

## United States Patent and Trademark Office



**Reg. No. 5,769,921**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
350 Bush Street, 2nd Floor  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation;



*Andrei Iancu*  
Director of the United States  
Patent and Trademark Office



providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; entertainments services, namely, providing virtual environments in which users can interact through social games for recreational purposes; entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Electronic storage of electronic media, namely, images, text, video, and audio data; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for messaging, chat and social networking; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for displaying and sharing emoticons; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for purchasing and subscribing to digital media content; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for software development; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for developing and publishing applications for interactive streaming; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software to enable users to designate specific content for future viewing; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for management and electronic storage of digital media; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PAAS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; software as a service (SAAS) services featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

The mark consists of a stylized comment bubble.

SER. NO. 86-485,295, FILED 12-18-2014



# United States of America

## United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,503,626**

**Registered Jun. 26, 2018**

**Int. Cl.: 38, 45**

**Service Mark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 38: Streaming of digital media content on the Internet; streaming of games on the Internet; streaming of audio, video and audiovisual material on the Internet; video on demand transmission services; providing user access to digital data and content in a data network; providing a website for live streaming gaming content, music, audio, video and animations; providing access to game-related information, audio, music, video and animation via websites; online forums for transmission of messages among computer users ; providing internet chat rooms; audio broadcasting; video broadcasting; electronic mail and messaging services; communications services, namely, transmission of voice, audio, visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; broadcasting and webcasting services; music and movie streaming and broadcasting services; transmission of news

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 45: Online social networking services; online social networking services, namely, facilitating social introductions or interactions among individuals; social networking services in the fields of entertainment, gaming and application development; providing information about social networks where users participate in online gaming, online video games and online video gaming applications; providing an Internet website portal for engaging in social networking; providing information, news, commentary in the field of social networking

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4275948, 4087877, 4230874

SER. NO. 86-983,872, FILED 12-18-2014



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office



# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,769,920**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation; providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office



concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; providing virtual environments in which users can interact through social games for recreational purposes; providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Storage of electronic media, namely, images, text, video, and audio data; providing temporary use of online non-downloadable software and software as a service featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; providing temporary use of online non-downloadable software and software as a service featuring software for messaging, chat and social networking; providing temporary use of online non-downloadable software and software as a service featuring software for displaying and sharing emoticons; providing temporary use of online non-downloadable software and software as a service featuring software for purchasing and subscribing to digital media content; providing temporary use of online non-downloadable software and software as a service featuring software for software development; providing temporary use of online non-downloadable software and software as a service featuring software for developing and publishing applications for interactive streaming; providing temporary use of online non-downloadable software and software as a service featuring software to enable users to designate specific content for future viewing; providing temporary use of online non-downloadable software and software as a service featuring software for management and storage of digital media; providing temporary use of online non-downloadable software and software as a service featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PaaS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; Software as a Service (SAAS) featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4230874, 4087877, 4275948

SER. NO. 86-485,231, FILED 12-18-2014



# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 4,275,948**  
**Registered Jan. 15, 2013**  
**Int. Cls.: 9, 38 and 45**

JUSTIN.TV, INC. (DELAWARE CORPORATION)  
#800  
23 GEARY ST.  
SAN FRANCISCO, CA 94108

**TRADEMARK**

FOR: COMPUTER SOFTWARE FOR BROADCASTING, ELECTRONIC TRANSMISSION, AND STREAMING OF GAMING DIGITAL MEDIA CONTENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**SERVICE MARK**

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012.

**PRINCIPAL REGISTER**

FOR: STREAMING OF AUDIO, VISUAL AND AUDIOVISUAL GAMING CONTENT VIA A GLOBAL COMPUTER NETWORK; ELECTRONIC TRANSMISSION AND STREAMING OF GAMING DIGITAL MEDIA CONTENT FOR OTHERS; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A WEBSITE FOR LIVESTREAMING GAMING CONTENT, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

FOR: ONLINE SOCIAL NETWORKING SERVICES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 4,087,877.

SER. NO. 85-727,657, FILED 9-12-2012.

REBECCA SMITH, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Twitch Interactive, Inc.

(b) County of Residence of First Listed Plaintiff San Francisco, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Katherine M. Dugdale, Perkins Coie LLP, 1888 Century Park E., Suite 1700, Los Angeles, CA 90067, 310.788.9900 Holly M. Simpkins, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000 Lauren Watts Stanier, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000

DEFENDANTS

John and Jane Does 1-100

County of Residence of First Listed Defendant Unknown (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1114

Brief description of cause:

Unauthorized use of trademarks, breach of contract, trespass to chattels, common law fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/14/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Katherine M. Dugdale



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.



<p><b>Do not mail; see e-filing instructions at bottom of page.</b>                  Mail Stop 8  <b>TO: Director of the U.S. Patent and Trademark Office</b>                  P.O. Box 1450                  Alexandria, VA 22313-1450</p>	<p><b>REPORT ON THE                  FILING OR DETERMINATION OF AN                  ACTION REGARDING A PATENT OR                  TRADEMARK</b></p>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court for the Northern District of California on the following ...

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 19-3418	DATE FILED 6/14/2019	U.S. DISTRICT COURT for the Northern District of California
PLAINTIFF Twitch Interactive, Inc.		DEFENDANT John and Jane Does 1-100
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,769,921	6/4/2019	Twitch Interactive, Inc.
2 5,503,626	6/26/2018	Twitch Interactive, Inc.
3 5,769,920	6/4/2019	Twitch Interactive, Inc.
4 4,275,948	1/15/2013	Twitch Interactive, Inc.
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT
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CLERK Susan Y. Soong	(BY) DEPUTY CLERK	DATE
-------------------------	-------------------	------

1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
6 HSimpkins@perkinscoie.com  
Lauren Watts Staniar, *pro hac vice* application  
7 forthcoming  
LStaniar@perkinscoie.com  
8 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
9 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
10 Facsimile: 206.359.9000

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.

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

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.

Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CERTIFICATE OF INTERESTED  
ENTITIES**

**[Civil L.R. 3-15]**

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TO THE COURT AND ALL PARTIES APPEARING OF RECORD:

Pursuant to Civil Local Rule 3-15, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Amazon.com, Inc.: Financial interest in Plaintiff Twitch Interactive, Inc.

DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
 Katherine M. Dugdale, Bar No. 168014  
 KDugdale@perkinscoie.com  
 Holly M. Simpkins (*pro hac vice*  
 application forthcoming)  
 HSimpkins@perkinscoie.com  
 Lauren E. Staniar (*pro hac vice* application  
 forthcoming)  
 LStaniar@perkinscoie.com

Attorneys for Plaintiff Twitch Interactive, Inc.



1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
HSimpkins@perkinscoie.com  
6 Lauren Watts Staniar, *pro hac vice* application  
forthcoming  
LStaniar@perkinscoie.com  
7 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
8 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
9 Facsimile: 206.359.9000  
10

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
23

Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CORPORATE DISCLOSURE  
STATEMENT**

**[Fed. R. Civ. P. 7.1]**

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Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Twitch Interactive, Inc. states that it is wholly owned by Amazon.com, Inc., a publicly traded company.

DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
Holly M. Simpkins (*pro hac vice*  
application forthcoming)  
HSimpkins@perkinscoie.com  
Lauren E. Staniar (*pro hac vice* application  
forthcoming)  
LStaniar@perkinscoie.com

Attorneys for Plaintiff Twitch Interactive, Inc.

Reset Form

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

TWITCH INTERACTIVE, Inc., )  
 ) Case No: 19-3418  
 Plaintiff(s), )  
 ) **APPLICATION FOR**  
 v. ) **ADMISSION OF ATTORNEY**  
 ) **PRO HAC VICE**  
 JOHN Does 1 -100, individuals, ) (CIVIL LOCAL RULE 11-3)  
 )  
 Defendant(s). )

I, Holly Marie Simpkins, an active member in good standing of the bar of Washington State, hereby respectfully apply for admission to practice *pro hac vice* in the Northern District of California representing: Twitch Interactive, Inc. in the above-entitled action. My local co-counsel in this case is Katherine Dugdale, an attorney who is a member of the bar of this Court in good standing and who maintains an office within the State of California.

MY ADDRESS OF RECORD: 1201 Third Avenue, Suite 4900 Seattle, WA 98101	LOCAL CO-COUNSEL'S ADDRESS OF RECORD: 1888 Century Park East, Suite 1700 Los Angeles, CA 90067-1721
MY TELEPHONE # OF RECORD: (206) 359-8000	LOCAL CO-COUNSEL'S TELEPHONE # OF RECORD: (310) 788-9900
MY EMAIL ADDRESS OF RECORD: HSimpkins@perkinscoie.com	LOCAL CO-COUNSEL'S EMAIL ADDRESS OF RECORD: KDugdale@perkinscoie.com

I am an active member in good standing of a United States Court or of the highest court of another State or the District of Columbia, as indicated above; my bar number is: 33297.  
 A true and correct copy of a certificate of good standing or equivalent official document from said bar is attached to this application.

I agree to familiarize myself with, and abide by, the Local Rules of this Court, especially the Standards of Professional Conduct for attorneys and the Alternative Dispute Resolution Local Rules.  
*I declare under penalty of perjury that the foregoing is true and correct.*

Dated: 06/14/19 Holly Marie Simpkins  
 APPLICANT

**ORDER GRANTING APPLICATION  
 FOR ADMISSION OF ATTORNEY PRO HAC VICE**

IT IS HEREBY ORDERED THAT the application of Holly Marie Simpkins is granted, subject to the terms and conditions of Civil L.R. 11-3. All papers filed by the attorney must indicate appearance *pro hac vice*. Service of papers upon, and communication with, local co-counsel designated in the application will constitute notice to the party.

Dated: UNITED STATES DISTRICT/MAGISTRATE JUDGE



**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 33297
	)	
OF	)	<b>CERTIFICATE</b>
	)	
HOLLY MARIE SIMPKINS	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

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I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**HOLLY MARIE SIMPKINS**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on December 16, 2002, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 11<sup>th</sup> day of April, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court

Reset Form

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TWITCH INTERACTIVE, INC.,	)	Case No: <u>19-3418</u>
	)	
Plaintiff(s),	)	<b>APPLICATION FOR</b>
	)	<b>ADMISSION OF ATTORNEY</b>
v.	)	<b>PRO HAC VICE</b>
	)	(CIVIL LOCAL RULE 11-3)
JOHN DOES 1-100, individuals,	)	
	)	
Defendant(s).	)	

I, Lauren Watts Staniar, an active member in good standing of the bar of Washington State, hereby respectfully apply for admission to practice *pro hac vice* in the Northern District of California representing: Twitch Interactive, Inc. in the above-entitled action. My local co-counsel in this case is Katherine Dugdale, an attorney who is a member of the bar of this Court in good standing and who maintains an office within the State of California.

MY ADDRESS OF RECORD: 1201 Third Avenue, Suite 4900 Seattle, WA 98101	LOCAL CO-COUNSEL'S ADDRESS OF RECORD: 1888 Century Park East, Suite 1700 Los Angeles, CA 90067-1721
MY TELEPHONE # OF RECORD: (206) 359-8000	LOCAL CO-COUNSEL'S TELEPHONE # OF RECORD: (310) 788-9900
MY EMAIL ADDRESS OF RECORD: LStaniar@perkinscoie.com	LOCAL CO-COUNSEL'S EMAIL ADDRESS OF RECORD: KDugdale@perkinscoie.com

I am an active member in good standing of a United States Court or of the highest court of another State or the District of Columbia, as indicated above; my bar number is: 48741.  
A true and correct copy of a certificate of good standing or equivalent official document from said bar is attached to this application.

I agree to familiarize myself with, and abide by, the Local Rules of this Court, especially the Standards of Professional Conduct for attorneys and the Alternative Dispute Resolution Local Rules.  
*I declare under penalty of perjury that the foregoing is true and correct.*

Dated: 06/14/19  
Lauren Watts Staniar  
APPLICANT

**ORDER GRANTING APPLICATION  
FOR ADMISSION OF ATTORNEY PRO HAC VICE**

IT IS HEREBY ORDERED THAT the application of Lauren Watts Staniar is granted, subject to the terms and conditions of Civil L.R. 11-3. All papers filed by the attorney must indicate appearance *pro hac vice*. Service of papers upon, and communication with, local co-counsel designated in the application will constitute notice to the party.

Dated: \_\_\_\_\_  
UNITED STATES DISTRICT/MAGISTRATE JUDGE

**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 48741
	)	
OF	)	<b>CERTIFICATE</b>
	)	
LAUREN ELIZABETH WATTS STANIAR	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

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I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**LAUREN ELIZABETH WATTS STANIAR**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on February 5, 2015, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 28<sup>th</sup> day of January, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court



AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the Northern District of California

Twitch Interactive, Inc. Plaintiff v. John or Jane Does 1-100 Defendant Civil Action No. 3:19-cv-03418

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: John or Jane Doe (Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 06/17/2019

Signature of the attorney or unrepresented party Katherine M. Dugdale Printed name 1888 Century Park E., Suite 1700 Los Angeles, CA 90067-1721 Address KDugdale@perkinscoie.com E-mail address 310.788.9900 Telephone number

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the Northern District of California

Twitch Interactive, Inc. Plaintiff v. John and Jane Does 1-100 Defendant Civil Action No. 3:19-cv-03418-WHO

WAIVER OF THE SERVICE OF SUMMONS

To: Katherine M. Dugdale (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 06/17/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.



## United States District Court Northern District of California

### ECF Registration Information

Electronic Case Filing (ECF or “e-filing”) is mandatory for all civil cases in this court. Please refer to Civil Local Rule 5-1 for the Court’s rules pertaining to electronic filing. Effective August 19, 2013, e-filing of initiating documents (complaints; notices of removal) is allowed, but is not mandatory; all other documents must be e-filed in civil cases.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- If not already registered, each attorney in the case must register to become an e-filer at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF). Your ECF registration is valid for life in this district; please do not register more than once.

IMPORTANT NOTICE: by signing and submitting to the court a request for an ECF user id and password, you consent to entry of your email address into the court’s electronic service registry for electronic service on you of all e-filed papers, pursuant to rules 77 and 5(b)(2)(d) of the Federal Rules of Civil Procedure.

- If you are a party and do not have an attorney and would like to e-file in the case, please visit [cand.uscourts.gov/ECF/proseregistration](http://cand.uscourts.gov/ECF/proseregistration) for instructions and information. Unless and until the assigned judge has given you permission to e-file, you are required to file and serve papers in hard copy (paper) form.
- Access dockets and documents using your PACER (Public Access to Court Electronic Records) account. If your firm already has a PACER account, please use that account. It is not necessary to have individual PACER accounts for each user in your office. To set up an account, visit: [pacer.gov](http://pacer.gov) or call (800) 676-6856.

ECF interactive tutorials, instructions for e-filing and other information are available at: [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF).



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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**NOTICE OF AVAILABILITY OF MAGISTRATE JUDGE  
TO EXERCISE JURISDICTION**

In accordance with the provisions of Title 28, U.S.C. § 636(c), you are hereby notified that a United States magistrate judge of this district is available to exercise the court's jurisdiction and to conduct any or all proceedings in this case including a jury or nonjury trial, and entry of a final judgment. Exercise of this jurisdiction by a magistrate judge is, however, permitted only if all parties voluntarily consent.

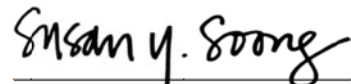
You may, without adverse substantive consequences, withhold your consent, but this will prevent the court's jurisdiction from being exercised by a magistrate judge.

An appeal from a judgment entered by a magistrate judge may be taken directly to the United States court of appeals for this judicial circuit in the same manner as an appeal from any other judgment of a district court.

Copies of the Form for the "Consent to Exercise of Jurisdiction by a United States Magistrate Judge" are available from the clerk of court.

The plaintiff or removing party shall serve a copy of this notice upon all other parties to this action pursuant to Federal Rules of Civil Procedure 4 and 5.

FOR THE COURT



Susan Y. Soong  
Clerk, United States District Court

**STANDING ORDER FOR ALL JUDGES  
OF THE NORTHERN DISTRICT OF CALIFORNIA**  

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**CONTENTS OF JOINT CASE MANAGEMENT STATEMENT**

All judges of the Northern District of California require identical information in Joint Case Management Statements filed pursuant to Civil Local Rule 16-9. The parties must include the following information in their statement which, except in unusually complex cases, should not exceed ten pages:

1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction over plaintiff's claims and defendant's counterclaims, whether any issues exist regarding personal jurisdiction or venue, whether any parties remain to be served, and, if any parties remain to be served, a proposed deadline for service.
2. Facts: A brief chronology of the facts and a statement of the principal factual issues in dispute.
3. Legal Issues: A brief statement, without extended legal argument, of the disputed points of law, including reference to specific statutes and decisions.
4. Motions: All prior and pending motions, their current status, and any anticipated motions.
5. Amendment of Pleadings: The extent to which parties, claims, or defenses are expected to be added or dismissed and a proposed deadline for amending the pleadings.
6. Evidence Preservation: A brief report certifying that the parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information ("ESI Guidelines"), and confirming that the parties have met and conferred pursuant to Fed. R. Civ. P. 26(f) regarding reasonable and proportionate steps taken to preserve evidence relevant to the issues reasonably evident in this action. *See ESI Guidelines 2.01 and 2.02, and Checklist for ESI Meet and Confer.*
7. Disclosures: Whether there has been full and timely compliance with the initial disclosure requirements of Fed. R. Civ. P. 26, and a description of the disclosures made.
8. Discovery: Discovery taken to date, if any, the scope of anticipated discovery, any proposed limitations or modifications of the discovery rules, a brief report on whether the parties have considered entering into a stipulated e-discovery order, a proposed discovery plan pursuant to Fed. R. Civ. P. 26(f), and any identified discovery disputes.
9. Class Actions: If a class action, a proposal for how and when the class will be certified, and whether all attorneys of record for the parties have reviewed the Procedural Guidance for Class Action Settlements.
10. Related Cases: Any related cases or proceedings pending before another judge of this court, or before another court or administrative body.
11. Relief: All relief sought through complaint or counterclaim, including the amount of any damages sought and a description of the bases on which damages are calculated. In addition, any party from whom damages are sought must describe the bases on which it contends damages should be calculated if liability is established.



12. Settlement and ADR: Prospects for settlement, ADR efforts to date, and a specific ADR plan for the case, including compliance with ADR L.R. 3-5 and a description of key discovery or motions necessary to position the parties to negotiate a resolution.
13. Consent to Magistrate Judge For All Purposes: Whether **all** parties will consent to have a magistrate judge conduct all further proceedings including trial and entry of judgment. \_\_\_ Yes \_\_\_ No
14. Other References: Whether the case is suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.
15. Narrowing of Issues: Issues that can be narrowed by agreement or by motion, suggestions to expedite the presentation of evidence at trial (e.g., through summaries or stipulated facts), and any request to bifurcate issues, claims, or defenses.
16. Expedited Trial Procedure: Whether this is the type of case that can be handled under the Expedited Trial Procedure of General Order No. 64 Attachment A. If all parties agree, they shall instead of this Statement, file an executed Agreement for Expedited Trial and a Joint Expedited Case Management Statement, in accordance with General Order No. 64 Attachments B and D.
17. Scheduling: Proposed dates for designation of experts, discovery cutoff, hearing of dispositive motions, pretrial conference and trial.
18. Trial: Whether the case will be tried to a jury or to the court and the expected length of the trial.
19. Disclosure of Non-party Interested Entities or Persons: Whether each party has filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-15. In addition, each party must restate in the case management statement the contents of its certification by identifying any persons, firms, partnerships, corporations (including parent corporations) or other entities known by the party to have either: (i) a financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected by the outcome of the proceeding. In any proposed class, collective, or representative action, the required disclosure includes any person or entity that is funding the prosecution of any claim or counterclaim.
20. Professional Conduct: Whether all attorneys of record for the parties have reviewed the Guidelines for Professional Conduct for the Northern District of California.
21. Such other matters as may facilitate the just, speedy and inexpensive disposition of this matter.



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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

A jury trial has been set in this matter for << DATE >>, beginning at 8:00 a.m. with an attorney conference and jury selection to follow thereafter. A Pretrial Conference has been set for <<DATE >> at 2:00 p.m.

The following scheduling deadlines and hearing dates have been set:

**1. Pretrial Conference and Statement**

Not less than 28 days prior to the Pretrial Conference, counsel shall exchange (but not file or lodge) the papers described in Civil L.R. 16-10(b)(7), (8), (9) and (10), and any motions in limine.

At least 21 days before the Pretrial Conference, lead trial counsel shall meet and confer with respect to:

- Preparation and content of the joint pretrial conference statement;
- Resolution of any differences between the parties regarding the preparation and content of the joint pretrial conference statement and the preparation and exchange of pretrial materials to be served and filed pursuant to this Order. To the extent such differences are not resolved, the parties will present the issues in the pretrial conference statement so that the judge may rule on the matter during the Pretrial Conference; and
- Settlement.

At least 14 days prior to the Pretrial Conference, the parties shall file a joint pretrial conference statement containing the following information:

- a. The Action
  - (i) Substance of the Action. A brief description of the substance of claims and

United States District Court  
Northern District of California

1 defenses that remain to be decided.

2 (ii) Relief Prayed. A detailed statement of all the relief claimed, particularly  
3 itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary  
4 material to be presented concerning the amount of those damages.

5 b. The Factual Basis of the Action

6 (i) Undisputed Facts. A plain and concise statement of all relevant facts not  
7 reasonably disputable, as well as which facts parties will stipulate for incorporation into the trial  
8 record without the necessity of supporting testimony or exhibits.

9 (ii) Disputed Factual Issues. A plain and concise statement of all disputed factual  
10 issues that remain to be decided.

11 (iii) Agreed Statement. A statement assessing whether all or part of the action  
12 may be presented upon an agreed statement of facts.

13 (iv) Stipulations. A statement of stipulations requested or proposed for pretrial or  
14 trial purposes.

15 c. Disputed Legal Issues

16 (i) Points of Law. Without extended legal argument, a concise statement of each  
17 disputed point of law concerning liability or relief, citing supporting statutes and decisions setting  
18 forth briefly the nature of each party's contentions concerning each disputed point of law,  
19 including procedural and evidentiary issues.

20 (ii) Proposed Conclusions of Law. If the case is to be tried without a jury, unless  
21 otherwise ordered, parties should briefly indicate objections to proposed conclusions of law.

22 d. Trial Preparation

23 (i) Witnesses to be Called. A list of all witnesses likely to be called at trial, other  
24 than solely for impeachment or rebuttal, together with a brief statement following each name  
25 describing the substance of the testimony to be given.

26 (ii) Exhibits, Schedules and Summaries. A list of all documents and other items to  
27 be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief  
28 statement following each describing its substance or purpose and the identity of the sponsoring

1 witness. Unless otherwise ordered, parties will indicate their objections to the receipt in evidence  
2 of exhibits and materials lodged and that counsel have conferred respecting such objections.

3 (iii) Estimate of Trial Time. An estimate of the number of court days needed for  
4 the presentation of each party's case, indicating possible reductions in time through proposed  
5 stipulations, agreed statements of facts, or expedited means of presenting testimony and exhibits.

6 (iv) Use of Discovery Responses. Counsel shall cite possible presentation at trial  
7 of evidence, other than solely for impeachment or rebuttal, through use of excerpts from  
8 depositions, interrogatory answers, or responses to requests for admission. Counsel shall indicate  
9 any objections to use of these materials and that counsel has conferred respecting such objections.

10 (v) Further Discovery or Motions. A statement of all remaining discovery or  
11 motions, including motions in limine.

12 e. Trial Alternatives and Options

13 (i) Settlement Discussion. A statement summarizing the status of settlement  
14 negotiations and indicating whether further negotiations are likely to be productive.

15 (ii) Consent to Trial Before a Magistrate Judge. A statement whether reference of  
16 all or part of the action to a master or magistrate judge is feasible, including whether the parties  
17 consent to a court or jury trial before a magistrate judge, with appeal directly to the Ninth Circuit.

18 (iii) Amendments, Dismissals. A statement of requested or proposed amendments  
19 to pleadings or dismissals of parties' claims or defenses.

20 (iv) Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a  
21 separate trial of specific issues is feasible and desired.

22 **2. Witnesses**

23 a. Jury Trials. The Pretrial Conference Statement shall include the witness list  
24 required in part by 1(d)(i) above. In addition, in the case of expert witnesses, the summary shall  
25 clearly state the expert's theories and conclusions and the basis therefore and shall be  
26 accompanied by a curriculum vitae; if the expert has prepared a report in preparation for the  
27 testimony, a copy thereof shall be furnished to opposing counsel. Witnesses not included on the  
28 list may be excluded from testifying.



1           b.       Non-Jury Trials. In non-jury cases, any party may serve and lodge with the Court a  
2 written narrative statement of the proposed direct testimony of each witness under that party's  
3 control in lieu of a summary. Each statement shall be marked as an exhibit and shall be in a form  
4 suitable to be received into evidence.

5       **3.       Jury Instructions**

6           a.       Joint Set of Instructions. The parties shall jointly prepare a set of jury instructions,  
7 and shall file the proposed instructions at least fourteen days prior to the Pretrial Conference. The  
8 submission shall contain both agreed upon instructions (which shall be so noted), and contested  
9 instructions, all in the order in which they should be read to the jury. Where contested instructions  
10 are included, they should be annotated both with the proponent's authority for seeking the  
11 instruction and the opponent's reason for opposition. Counsel shall deliver to Chambers a copy of  
12 the joint submission on a CD/DVD in Word format. The label shall include the case number and a  
13 description of the documents.

14           b.       Substance and Format of Instructions. The instructions shall cover all substantive  
15 issues and other points not covered by the Ninth Circuit Manual of Model Jury Instructions. Each  
16 requested instruction shall be typed in full on a separate page and citations to the authorities upon  
17 which the instruction is based shall be included. Instructions shall be brief, clear, written in plain  
18 English, and free of argument. Pattern or form instructions shall be revised to address the  
19 particular facts and issues of this case.

20           c.       Preliminary Statement and Instructions. If the parties wish to have a preliminary  
21 statement read to the jury, and/or preliminary instructions given to the jury, they shall jointly  
22 prepare and file the text of the proposed preliminary statement and/or preliminary instructions at  
23 least fourteen days prior to the Pretrial Conference.

24           d.       Voir Dire and Verdict Forms. Each party shall file proposed questions for jury voir  
25 dire and a proposed Form of Verdict at least fourteen days prior to the Pretrial Conference.

26       **4.       Findings of Fact and Conclusions of Law**

27           In non-jury cases, each party shall file at least fourteen days prior to the Pretrial  
28 Conference proposed Findings of Fact and Conclusions of Law on all material issues. The Court

1 requests that the parties hyperlink each proposed Finding of Fact to any supporting evidence.  
2 Proposed Findings shall be brief, written in plain English, and free of pejorative language,  
3 conclusions and argument. Parties shall deliver to Chambers copies of Proposed Findings of Fact  
4 and Conclusions of Law on a CD/DVD in Word format, with a label including the name of the  
5 case, the case number and a description of the submission.

6 **5. Exhibits**

7 a. Provide Copies of Exhibits to Other Parties. Each party shall provide every other  
8 party with one set of all proposed exhibits, charts, schedules, summaries, diagrams, and other  
9 similar documentary materials to be used in its case in chief at trial, together with a complete list  
10 of all such proposed exhibits. Voluminous exhibits shall be reduced by elimination of irrelevant  
11 portions or through the use of summaries. Each item shall be pre-marked with a trial exhibit  
12 sticker (“Trial Exhibit No. \_\_”), not deposition exhibit label, and defendant’s exhibit numbers shall  
13 be sequenced to begin after plaintiff’s exhibit numbers. If there are numerous exhibits, they  
14 should be provided in three-ring binders with marked tab separators. All exhibits that have not  
15 been provided as required are subject to exclusion.

16 b. Stipulations re Admissibility. At least fourteen days prior to the Pretrial  
17 Conference, the parties shall make a good faith effort to stipulate to exhibits’ admissibility. If  
18 stipulation is not possible, the parties shall make every effort to stipulate to authenticity and  
19 foundation absent a legitimate (not tactical) objection.

20 c. Objections to Exhibits. In addition to the exhibit list, counsel shall confer with  
21 respect to any other objections to exhibits in advance of the Pretrial Conference. Each party shall  
22 file a statement briefly identifying each item objected to, the grounds for the objection, and the  
23 position of the offering party at least fourteen days prior to the date set for the Pretrial Conference.

24 d. Provide Copies of Exhibits to Court. One set of exhibits shall be provided to the  
25 Court in Chambers on the Friday prior to the trial date, in binders, marked, tabbed, and indexed in  
26 accordance with Local Rule 16-10(b)(7). Exhibits shall be identified as follows:

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UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA <b>TRIAL EXHIBIT 100</b>
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Blocks of numbers shall be assigned to fit the needs of the case (e.g., Plaintiff has 1-100, Defendant has 101-200). The parties shall not mark duplicate exhibits (e.g., plaintiff and defendant shall not mark the same exhibit; only one copy of the exhibit shall be marked).

e. Witness Binders. If all of the exhibits in a case do not fit in one binder, then the parties shall prepare a witness binder for each witness that will testify regarding three or more exhibits.

f. Disposition of Exhibits after Trial. Upon the conclusion of the trial, each party shall retain its exhibits through the appellate process. It is each party's responsibility to make arrangements with the Clerk of Court to file the record on appeal.

**6. Motions In Limine**

Any party wishing to have motions in limine heard prior to the commencement of trial must file them at least fourteen days prior to the date set for the Pretrial Conference. All motions in limine shall be contained in one document, limited to 25 pages pursuant to Civil L.R. 7-2(b), with each motion listed as a subheading. Opposition to the motions in limine shall be contained in one document, limited to 25 pages, with corresponding subheadings, and shall be filed at least seven days prior to the Pretrial Conference. No reply papers will be considered. The motions will be heard at the Pretrial Conference or at such other time as the Court may direct. Nothing in this provision prevents a party from noticing its motions in limine regularly for hearing on or prior to the final date for hearing dispositive motions. No leave to file under seal will be granted with



1 respect to motions in limine.

2 **7. Other Pretrial Matters**

3 a. Status Conferences. Any party desiring to confer with the Court may, upon notice  
4 to all other parties, arrange a conference through the Courtroom Deputy, Jean Davis, at 415-522-  
5 2077 or whocrd@cand.uscourts.gov.

6 b. Settlement Conferences. Parties wishing to arrange a settlement conference before  
7 another judge or magistrate judge may do so by contacting the Courtroom Deputy.

8 c. Daily Transcripts. Should a daily transcript and/or realtime reporting be desired,  
9 the parties shall make arrangements with Rick Duvall, Court Reporter Supervisor, at 415-522-  
10 2079 or Richard\_Duvall@cand.uscourts.gov, at least seven calendar days prior to the trial date.

11 **8. Trial Matters**

12 a. The normal trial schedule will be from 8:00 a.m. to 1:00 p.m. (or slightly longer to  
13 finish a witness) with two fifteen minute breaks. Trial is usually held from Monday through  
14 Friday.

15 b. Ordinarily, the Court will set fixed time limits for each side at the Final Pretrial  
16 Conference.

17 c. Expert witnesses are limited to the scope of their expert reports on direct  
18 examination. F.R.C.P. 26(a)(2) and 37(c).

19 d. Parties must meet and confer to exchange any visuals, graphics or exhibits to be  
20 used in opening statements. Unless otherwise agreed, the exchange must occur no later than  
21 Wednesday before the trial. Any objections not resolved must be filed in writing by Thursday  
22 before trial. The parties shall be available by telephone Friday before trial to discuss the issue  
23 raised with the Court.

24 e. The parties shall disclose the witnesses whom they will call at trial on any given  
25 day by at least 2:00 p.m. the court day before their testimony is expected. Failure to have a  
26 witness ready to proceed at trial will usually constitute resting.

27 f. The Court takes a photograph of each witness prior to the witness's testimony.

28 g. Other than a party or party representative, fact witnesses are excluded from the

United States District Court  
Northern District of California

1 courtroom until they are called to testify, and may not attend in the gallery until their testimony is  
2 complete.

3 h. The Court does not typically allow bench conferences. If there are matters that  
4 need to be raised with the Court outside the presence of the jury, the parties should raise them in  
5 the morning before trial or during recess. With advance notice, the Court is usually available at  
6 7:30 a.m. to address such matters.

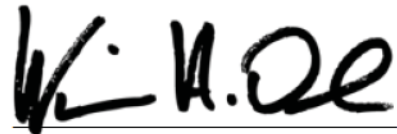
7 **9. Miscellaneous**

8 a. Please DO NOT call Chambers. If you need to contact the Courtroom Deputy,  
9 please call (415) 522-2077 and leave a message if the deputy is not available, or email  
10 whocrd@cand.uscourts.gov.

11 b. Copies. Each document filed or lodged with the Court must be accompanied by a  
12 three-hole punched copy for use in the Judge’s chambers. In addition, one copy of the witness and  
13 exhibit lists should be furnished to the court reporter.

14 **IT IS SO ORDERED.**

15 Dated: February 2017



William H. Orrick  
United States District Judge

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4 UNITED STATES DISTRICT COURT  
5 NORTHERN DISTRICT OF CALIFORNIA  
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10 **IT IS HEREBY ORDERED** that, pursuant to Fed.R.Civ.P. 16(b) and Civil L. R. 16-10, a  
11 Case Management Conference will be held in this case before the Honorable William H. Orrick on  
12 <<DATE>> at 2:00 p.m. in Courtroom 2, 17th Floor, 450 Golden Gate Avenue, San Francisco,  
13 California 94102. This conference shall be attended by lead trial counsel for parties who are  
14 represented. Parties who are proceeding without counsel must appear personally.  
15

16 **1. Case Management Conference Requirements**

- 17 a. Plaintiffs shall serve copies of this Order at once on all parties to this action, and on  
18 any parties subsequently joined, in accordance with the provisions of Fed.R.Civ.P.  
19 4 and 5. Following service, plaintiffs shall file a certificate of service with the Clerk  
20 of this Court.  
21  
22 b. Counsel are directed to confer in advance of the Case Management Conference.  
23 Not less than seven days before the conference, counsel shall file a joint case  
24 management statement in compliance with the Civil Local Rules and the Standing  
25 Order for All Judges of the Northern District of California. Failure to file a joint  
26 statement shall be accompanied by a signed declaration setting forth the grounds  
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for such failure. Failure to show good cause for such failure may subject the parties to sanctions.

- c. Each party shall be represented at the Case Management Conference by counsel prepared to address all of the matters referred to in this Order, and with authority to enter stipulations and make admissions pursuant to this Order.
- d. Any request to reschedule the above date should be made in writing, and by stipulation, if possible, not less than ten days before the conference date. Good cause must be shown.
- e. At the Case Management Conference the parties should be prepared to address and resolve the following: setting the date and the estimated length of the trial; setting the date for discovery cutoff; setting the date to designate experts and other witnesses; and setting the date for the pretrial conference.

**2. Telephonic Appearance Procedures for Case Management Conferences**

- a. Although the Court prefers in-person appearances, the Court allows attorneys whose offices are more than **thirty miles** from the Courthouse to appear for civil Case Management Conferences (only) by telephone. No motion or other formal request is required. Unless the parties propose a different procedure that the court authorizes, telephonic appearances are made through CourtCall, an independent conference-call company, pursuant to the procedures set forth in section 2b. If an individual schedules a telephonic appearance and then fails to respond to the call of a matter on calendar, the Court may pass the matter or may treat the failure to respond as a failure to appear. Scheduling simultaneous telephonic appearances in multiple courts does not excuse a failure to appear.
- b. SCHEDULING A TELEPHONIC APPEARANCE. Absent an emergency, telephone appearances should be arranged by calling CourtCall at (866) 582-6878

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no later than 3:00 p.m. the court day prior to the hearing date.

- c. PROCEDURE FOR TELEPHONIC APPEARANCE. Court Call will provide counsel with written confirmation of the telephonic appearance, and give counsel a number to call to make the telephonic appearance. It is counsel's responsibility to dial into the call not later than 10 minutes prior to the scheduled hearing.

**CourtCall does not place a call to counsel.**

The initial charge per participant for a CourtCall appearance is \$30.00 for the first 45 minutes you are connected. For each additional 15-minute increment the charge is \$7.00. If you do not timely call and connect with the Court Call operator, you will be billed for the call, and the hearing may proceed in your absence.

Telephonic appearances are connected directly with the courtroom's public address system and electronic recording equipment so that a normal record is produced. To ensure the quality of the record, the use of mobile phones, speakerphones, public telephone booths, or phones in other public places is discouraged except when completely unavoidable. Participants should be able to hear all parties without difficulty or echo.

At the time of your hearing, you may be in the listening mode initially, in which case you will be able to hear the case before yours just as if you were in the courtroom. After your call is connected to the courtroom, the Clerk will call the case and request appearances. Each time you speak, you should identify yourself for the record. The court's teleconferencing system allows more than one speaker to be heard; so the Judge can interrupt a speaker to ask a question or redirect the discussion. When the Judge informs the participants that the hearing is completed, you may disconnect, and the next case will be called.

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**3. Notice to Unrepresented (Pro Se) Parties in Non-Prisoner Cases**

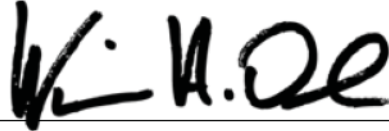
- a. Parties representing themselves should visit the link titled “If You Don’t Have a Lawyer” on the Court’s homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court’s “Legal Help Center” for unrepresented parties. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street. To make an appointment for San Francisco or Oakland, call 415-782-8982.
  
- b. If you are representing yourself and you have not been granted leave to proceed *in forma pauperis* (IFP) by the Court, you must comply with the service requirements of Rule 4 of the Federal Rules of Civil Procedure, as set forth below. Failure to follow the procedures may result, under Rule 4(m), in dismissal of your case:
  - (i) It is your responsibility to obtain a valid summons from the clerk and to effect service of the summons and complaint on all defendants in accordance with Rule 4 of the Federal Rules of Civil Procedure. If you have named the United States government, a federal agency, a federal official or a federal employee as a defendant, you must comply with the special requirements of Rule 4(i).
  - (ii) Service may be affected by any person who is not a party and who is at least 18 years of age, which means that you, as a party, may not affect service. If service of the summons and complaint is not made upon a defendant within 90 days after the filing of the complaint, your action will, under Rule 4(m), be dismissed as to that defendant.
  - (iii) Within 95 days after the filing of the complaint, you must file proof of service indicating which defendants were served within the 90 days allowed under Rule 4(m) and showing, in accordance with Rule 4(i), how each of those



1 defendants was served (for example, by attaching appropriate certificates of  
2 service). You must also show cause why a defendant not served within the 90  
3 days allowed under Rule 4(m) should not be dismissed without prejudice.

4 (iv) Failure to do these things within the designated time will result in the dismissal  
5 of your case under Rule 4(m) and Rule 41(b).

6 Dated: January 2018



7  
8 William H. Orrick  
9 United States District Court Judge

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United States District Court  
Northern District of California

(Effective 1/2018)

## **JUDGE ORRICK'S STANDING ORDER FOR CIVIL CASES**

### **1. Conformity to Rules**

Parties shall follow the Federal Rules of Civil Procedure, the Civil Local Rules, and the General Orders of the Northern District of California, except as superseded by this Court's Standing Orders.

### **2. Communication with the Court**

Unless otherwise authorized, parties shall not attempt to make *ex parte* contact with the Judge or his Chambers staff by telephone, facsimile, letter, or any other means but may contact Judge Orrick's Courtroom Deputy, Jean Davis, at [whocrd@cand.uscourts.gov](mailto:whocrd@cand.uscourts.gov) or 415-522-2077 with appropriate inquiries.

### **3. Scheduling**

Civil Law and Motion Calendar is generally conducted on Wednesdays at 2:00 p.m. in Courtroom 2 on the 17th floor.

Civil Case Management Conferences are generally conducted on Tuesdays at 2:00 p.m. in Courtroom 2 on the 17th floor. See Judge Orrick's Standing Case Management Conference Order for information on telephonic appearances for CMCs.

Pretrial Conferences are generally conducted on Mondays at 2:00 p.m. in Courtroom 12 on the 19th floor.

Counsel need not reserve motion hearing dates, but should check Judge Orrick's calendar (at [www.cand.uscourts.gov](http://www.cand.uscourts.gov) under "Calendar" and "Judges' Weekly Calendars") or contact his Courtroom Deputy to determine the next available law and motion calendar date. Motions may be reset as the Court's calendar requires. The order of call on each calendar will be determined by the Court.

### **4. Discovery Disputes**

In the event of a discovery dispute, lead trial counsel for the parties shall meet and confer in person, or, if counsel are located outside the Bay Area, by telephone, to attempt to resolve their dispute informally. A mere exchange of letters, e-mails, telephone calls, or facsimile transmissions does not satisfy the requirement to meet and confer.

If, after a good faith effort, the parties have not resolved their dispute, they shall prepare a concise joint statement of five pages or less, stating the nature and status of their dispute, and certifying that they have met the meet-and-confer requirement. Absent an order of this Court, parties shall not file affidavits or exhibits, other than copies of the written requests for discovery and the answers or objections thereto.

If a joint statement is not possible, each side may submit a brief individual statement of two pages or less. In addition to the certification of compliance with the meet-and-confer requirement, the individual statement shall include an explanation of why a joint statement was not possible. The joint statement or individual statements shall be filed or e-filed, if in an e-filing case, and courtesy copies submitted as provided by the Civil Local Rules.

The Court will advise the parties of the need, if any, for more formal briefing or a hearing, pursuant to Civil Local Rule 7-1(b). The Court may also elect to refer the matter to a magistrate judge or special master. If a magistrate judge is assigned to a case for discovery, that judge shall handle any future discovery disputes in that case and the parties shall comply with the procedures set by that judge for discovery.

(Effective 1/2018)

**5. Courtesy Copies**

All courtesy copies must be three-hole punched at the left margin. All courtesy copies of e-filed documents must bear the ECF stamp (case number, document number, date and page number) on the top of each page. Exhibits to motions or declarations shall be tabbed and numbered or lettered. Motions and briefs that are more than 50 pages in length, including exhibits, shall be submitted to chambers in binders. Courtesy copies are not required for certificates and proofs of service, notices of appearance, certificates of interested parties, and ADR certifications.

**6. Summary Judgment Motions**

Parties are limited to filing one motion for summary judgment. Any party wishing to exceed this limit must request leave of Court.

**7. Class Action Settlements.** Counsel are reminded to review and comply with the Northern District's Procedural Guidance for Class Action Settlements available on the Court's website at [www.cand.uscourts.gov/ClassActionSettlementGuidance](http://www.cand.uscourts.gov/ClassActionSettlementGuidance).

**8. Service of Standing Order**

Plaintiff (or in the case of removed cases, any removing defendant) is directed to serve copies of all Judge Orrick Standing Orders at once upon all parties to the action, and upon those subsequently joined, in accordance with the provisions of Federal Rules of Civil Procedure 4 and 5 and to file with the Clerk of Court a certificate reflecting such service, in accordance with Civil Local Rule 5-5(a).

**9. Unrepresented (Pro Se) Parties**

Parties representing themselves should visit the link titled "If You Don't Have a Lawyer" on the Court's homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court's "Legal Help Center" for unrepresented parties. The Legal Help Center can be reached at 415-782-8982. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street.

**IT IS SO ORDERED.**

Dated: 1/18/2018

A handwritten signature in black ink, appearing to read "W. H. Orrick", written over a horizontal line.

William H. Orrick  
United States District Judge



(Effective 3/2018)

**JUDGE ORRICK'S STANDING ORDER ON**  
**ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL**

Any party seeking to file material under seal must comply with this Order and Civil Local Rule 79-5. The party that has designated material as confidential also must file a declaration in support of sealing that rebuts the strong presumption in favor of public access that applies to all documents other than grand jury transcripts and pre-indictment warrant materials. *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

**A. Administrative Motions to File Under Seal**

Administrative motions to file materials under seal must contain the following information, presented in the following sequence:

1. A statement certifying that the filing party has reviewed and complied with this Order.
2. A statement certifying that the filing party has reviewed and complied with Civil Local Rule 79-5.
3. An identification of each document, documents, or portions of documents proposed to be sealed or redacted.
4. A statement identifying the entity that has designated the materials to be sealed as confidential. If a party seeks to seal numerous documents, the party shall provide a chart identifying the entity that designated each document as confidential.
5. A statement identifying the basis for sealing each document or portion of a document. If a party seeks to seal numerous documents, the party shall provide a chart identifying the basis for sealing each document or portion of a document. If the portions of documents sought to be sealed are voluminous, the Court will consider a single statement covering multiple documents if the basis for sealing those materials is the same.
6. All other materials required by the Local Rule, including courtesy copies in the correct format. *See CIVIL L.R. 79-5(d)*.

**B. Justification for Filing Under Seal**

The following requirements apply to the Administrative Motion and/or declaration filed by the entity that has designated the material as confidential.

The party seeking to seal the material must establish that the following requirements are met:

1. The document or document portion sought to be sealed is “privileged, protectable as a trade secret or otherwise entitled to protection under the law.” CIVIL L.R. 79-5(b). Supporting declarations must “articulate [ ] reasons supported by specific factual findings” to warrant sealing. *Kamakana*, 447 F.3d at 1178. Note that “[r]eference to a stipulation or protective order that allows a party to designate certain documents as confidential is not sufficient to establish that a document, or portions thereof, are sealable.” CIVIL L.R. 79-5(d)(1)(A). Conclusory assertions of harm are also insufficient.
2. The “strong presumption of access to judicial records” is rebutted under the appropriate legal standard, i.e., the “good cause” or “compelling reasons” standard. The standard that



(Effective 3/2018)

applies depends on whether the underlying motion at issue “is more than tangentially related to the merits of a case.” *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016). The Administrative Motion or declaration must identify the appropriate standard and articulate why the materials to be sealed satisfy that standard. “The mere fact that the production of records may lead to a litigant’s embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records.” *Kamakana*, 447 F.3d at 1179.

3. The request is “narrowly tailored to seek sealing only of sealable material” and does not indiscriminately seek to seal documents or portions of documents which do not contain sealable material. CIVIL L.R. 79-5(b).

#### C. Proposed Orders and Service


1. Proposed Orders must identify with specificity each document, documents, or portions of documents proposed to be sealed or redacted in compliance with Civil Local Rule 79-5(d)(1)(B). If a party seeks to seal numerous documents, the Proposed Order should include a chart identifying each document or portion of a document sought to be sealed and the justification for each proposed sealing.
2. Electronic copies of proposed orders must be sent in Word format to [whopo@cand.uscourts.gov](mailto:whopo@cand.uscourts.gov).
3. The filing party must serve the above items, this Order, and a copy of Civil Local Rule 79-5 upon (i) any party who is not on ECF, and (ii) any non-party that has designated as confidential any material to be sealed. The filing party must then file a certificate of service to confirm that it has complied.

#### D. E-filing

1. For instructions on how to e-file the Administrative Motion to File Under Seal, see the directions on the Court’s homepage at <http://cand.uscourts.gov/ecf/underseal>.
2. If the document sought to be filed under seal is a motion (for example, a motion to dismiss, a motion for summary judgment), counsel shall e-file, separately from the contents and attachments of the Administrative Motion to File Under Seal discussed above, a redacted version of the Motion. That separate filing will allow counsel to select a hearing date for the substantive Motion.

**FAILURE TO COMPLY WITH THIS STANDING ORDER AND THE LOCAL RULES MAY RESULT IN SUMMARY DENIAL OF ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL.**

Dated: March 23, 2018

  
\_\_\_\_\_  
William H. Orrick  
United States District Judge

# Exhibit H



**From:** [Staniar, Lauren \(SEA\)](#)  
**To:** ["skelthade@gmail.com"](mailto:skelthade@gmail.com)  
**Cc:** [Simpkins, Holly M. \(SEA\)](#)  
**Bcc:** [Starr, June \(SEA\)](#)  
**Subject:** Twitch Interactive, Inc. v. Does 1-100, No. 3:19-cv-03418-WHO (N.D. Cal.)  
**Date:** Monday, June 17, 2019 4:58:00 PM  
**Attachments:** Twitch Interactive, Inc. v. Does 1-100, No. 19-cv-3418 (skelthade@gmail.com).pdf

---

Please see the attached correspondence from Holly M. Simpkins regarding *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.).

**Lauren Watts Staniar** | **Perkins Coie LLP**

ASSOCIATE  
1201 Third Avenue, Suite 4900  
Seattle, WA 98101  
D. +1.206.359.3316  
E. [L.Staniar@perkinscoie.com](mailto:L.Staniar@perkinscoie.com)



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Seattle, WA 98101-3099

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PerkinsCoie.com

June 17, 2019

Holly M. Simpkins  
HSimpkins@perkinscoie.com  
D. +1.206.359.6474  
F. +1.206.359.7474

**VIA EMAIL**

skelthade@gmail.com

**Re: *Twitch Interactive, Inc. v. Does 1-100*, No. 3:19-cv-03418-WHO (N.D. Cal.)**

Dear Sir or Madam:

Attached is a copy of a Complaint filed against you by Twitch Interactive, Inc. in the United States District Court for the Northern District of California. Also enclosed with this letter are other papers associated with the case filing. Your unauthorized and unlawful conduct as described in this letter and more fully in the Complaint must immediately stop.

This lawsuit seeks to hold you accountable for recent attacks against Twitch and its community. Beginning on or about May 25, 2019, you—in coordination with the other defendants—posted hundreds of violent, pornographic and obscene videos to Twitch.tv’s Artifact game directory. This content violates Twitch’s Terms of Service and Community Guidelines (collectively, the “Terms”) to which you agreed when you created an account on Twitch.tv and/or accessed Twitch.tv. Although Twitch has taken measures to counteract your actions, your violations of the Terms are ongoing. Twitch does not tolerate such blatant violations of its Terms.

Additionally, you and the other defendants use a website, [www.artifactstreams.com](http://www.artifactstreams.com), and social media to communicate about the prohibited content as well as coordinate future attacks. The [www.artifactstreams.com](http://www.artifactstreams.com) website and @TwitchToS Twitter feed prominently display Twitch’s trademarks, including the GLITCH logo (Reg. No. 5,769,921) and the TWITCH mark (Reg. Nos. 4,275,948, 5,769,920, and 5,503,626) in a manner likely to confuse consumers about the sites’ association with Twitch. As you know, Twitch has not authorized you or any other defendant to use Twitch’s trademarks in this manner. Twitch takes its intellectual property rights seriously and prosecutes those who infringe them vigorously.

Based on this conduct, Twitch’s Complaint asserts claims for federal trademark infringement, breach of contract, trespass to chattels, and fraud. These violations carry serious penalties. Twitch seeks, among other things, injunctive relief and compensatory and punitive damages.

**Twitch demands that you immediately take the following steps:**

1. Respond to this letter with your name, address, telephone number, and the name and contact information of your attorney, if any.

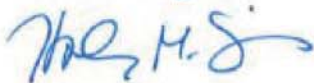
June 17, 2019

Page 2

2. Execute the waiver of service form attached to this letter.
3. Identify all accounts on Twitch.tv owned or controlled by you.
4. Cease and forever desist from accessing Twitch.tv and its network of websites, software applications, or any other products or services offered by Twitch (the "Twitch Services").
5. Cease and forever desist from posting on the Twitch Services content that violates the Twitch Terms of Service, including pornographic, violent, and other obscene videos.
6. Cease and forever desist from enabling others to engage in the conduct described in the Complaint including through the use of social media and the website located at [www.artifactstreams.com](http://www.artifactstreams.com).
7. Cease and forever desist from using the GLITCH logo or the TWITCH trademark or any other trademark owned by Twitch.
8. Confirm in writing **by no later than June 20, 2019**, that you agree to comply fully with these demands.

Please note that destruction or deletion of any evidence relevant to the activities described in this letter and the Complaint could have serious legal consequences. Therefore, we demand that you take all appropriate steps to preserve any documents or other evidence relating to this matter.

Very truly yours,



Holly M. Simpkins

HMS



1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
HSimpkins@perkinscoie.com  
6 Lauren Watts Staniar, *pro hac vice* application  
forthcoming  
LStaniar@perkinscoie.com  
7 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
8 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
9 Facsimile: 206.359.9000  
10

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,  
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Plaintiff,  
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v.  
20 JOHN AND JANE DOES 1-100,  
21 individuals,  
22 Defendants.  
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Case No. 19-3418  
COMPLAINT FOR:  
(1) FEDERAL TRADEMARK  
INFRINGEMENT (15 U.S.C. § 1114)  
(2) BREACH OF CONTRACT  
(3) TRESPASS TO CHATTELS  
(4) FRAUD  
DEMAND FOR JURY TRIAL

24 **I. INTRODUCTION**

25 1. Twitch Interactive, Inc. (“Twitch”) is one of the world’s leading services for  
26 content creators to stream content as part of a social, interactive community. Each month,  
27 millions of people come together to create their own entertainment: live, never-to-be repeated  
28 experiences created by the magical interactions of the many. In 2018, users watched over 500

1 billion minutes of content. Twitch’s success is due in part to the measures it has taken to create a  
2 safe and accessible community for its millions of users.

3 2. The safety of Twitch’s community is its top priority. For this reason, Twitch  
4 forbids obscene material as well as material depicting violence and threats. Its Terms of Service  
5 prohibit users from creating, uploading, or streaming any content that is unlawful, defamatory,  
6 obscene, pornographic, harassing, threatening, abusive, or otherwise objectionable. As expressed  
7 in its Community Guidelines (“Guidelines”), Twitch does not tolerate harassing or dangerous  
8 content, nudity and sexually explicit content or activities, or physical violence (including gore).

9 3. Beginning on or about May 25, 2019, Defendants flooded the Twitch.tv directory  
10 for the game Artifact with dozens of videos that violated Twitch’s policies and terms. This  
11 included, for example, a video of the March 2019 Christchurch mosque attack, hard core  
12 pornography, copyrighted movies and television shows, and racist and misogynistic videos.  
13 Defendants’ actions threatened and continue to threaten Twitch and the safety of the Twitch  
14 community.

15 4. Twitch took down the posts and banned the offending accounts, but the offensive  
16 video streams quickly reappeared using new accounts. It appears that Defendants use automated  
17 methods to create accounts and disseminate offensive material as well as to thwart Twitch’s  
18 safety mechanisms. Such methods are often referred to as “bots.”

19 5. Defendants also use bots to artificially increase the popularity of the streams  
20 broadcasting the offensive conduct, making those streams more easily discoverable by users  
21 browsing Twitch.

22 6. Defendants’ actions are ongoing and have harmed and continue to harm Twitch  
23 and the Twitch community: Twitch users who inadvertently encountered Defendants’ streams  
24 were understandably upset and on information and belief some users stopped or reduced their use  
25 of the Twitch Services. Twitch has expended significant resources investigating and banning  
26 Defendants. To protect the Twitch community, Twitch took the extremely disruptive step of  
27 disabling streaming for all newly created accounts for almost two days before imposing two-  
28



1 factor authentication for certain accounts. In response, Defendants sought to evade these steps  
2 using old accounts as well as accounts purchased from other users.

3 7. Twitch brings this action to end Defendants' unlawful and highly offensive  
4 activities, enforce the Terms (as defined in paragraph 24), and hold Defendants accountable.

## 5 **II. JURISDICTION**

6 8. This Court has federal question jurisdiction over this action under 28 U.S.C.  
7 §§ 1331 and 1338, because this action alleges violations of the Lanham Act (15 U.S.C. § 1114).

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

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

## 16 **III. INTRADISTRICT ASSIGNMENT**

17 11. This is an intellectual property action to be assigned on a districtwide basis under  
18 Civil Local Rule 3-2.

## 19 **IV. THE PARTIES**

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

24 13. On information and belief, Doe 1 is a person or entity responsible in whole or in  
25 part for the wrongful conduct alleged herein who has operated an account on the Twitch Services  
26 under a pseudonym. His acts described in this Complaint were intentionally directed toward  
27 Twitch within this judicial district, subjecting him to personal jurisdiction. Twitch will amend  
28 this Complaint if and when the legal name of Doe 1 becomes known.





1 **B. Twitch’s Trademarks**

2 20. Twitch owns rights in the “GLITCH” trademark (U.S. Registration No.  
3 5,769,921), pictured below, and the TWITCH mark (U.S. Registration Nos. 4,275,948, 5,769,920,  
4 and 5,503,626).



11 21. Twitch has used these marks in commerce in connection with its goods and  
12 services, including the Twitch Services, since at least as early as June 2012.

13 22. Since their first use, Twitch has invested substantial resources in marketing,  
14 advertising, and distributing its goods and services, including the Twitch Services, under the  
15 GLITCH and TWITCH marks.

16 23. Twitch has attained substantial goodwill and strong recognition in the GLITCH  
17 and TWITCH marks and the marks have come to be exclusively associated with Twitch.

18 **C. Twitch’s Terms and Guidelines**

19 24. In order to create an account or otherwise use or access the Twitch Services or  
20 utilize the Twitch developer platform, a prospective user must agree to be bound by, among other  
21 things, Twitch’s Terms of Service, Community Guidelines, Twitch Developer Services  
22 Agreement, and Trademark Guidelines (collectively, the “Terms”). Specifically, the Terms state:  
23 “The Terms of Service apply whether you are a user that registers an account with the Twitch  
24 Services or an unregistered user. You agree that by clicking “Sign Up” or otherwise registering,  
25 downloading, accessing or using the Twitch Services, you are entering into a legally binding  
26 agreement between you and Twitch regarding your use of the Twitch Services. You acknowledge  
27 that you have read, understood, and agree to be bound by these Terms of Service.”  
28



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

6           26. The Terms expressly prohibit anyone who accesses or uses the Twitch Services  
7 from posting obscene, pornographic, violent, or otherwise harmful content. Specifically, the  
8 Terms prohibit users from:

- 9           a. creating, uploading, transmitting, or distributing “any content that is inaccurate,  
10 unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or  
11 publicity rights, harassing, threatening, abusive, inflammatory, or otherwise  
12 objectionable”;
- 13           b. interfering with or damaging “operation of the Twitch Services or any user’s  
14 enjoyment of them, by any means, including uploading or otherwise disseminating  
15 viruses, adware, spyware, worms, or other malicious code”;
- 16           c. manipulating “identifiers in order to disguise the origin of any User Content  
17 transmitted through the Twitch Services”; or
- 18           d. 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.”

22           27. The Guidelines, as part of the Terms, govern activity on Twitch with the goal of  
23 “provid[ing] the best shared social video experience created by our growing community where  
24 creators and communities can interact safely.”

25           28. The Guidelines state that Twitch does not tolerate obscene or violent content of the  
26 kind at issue here. Under the Guidelines,

- 27           a. “[n]udity and sexually explicit content or activities, such as pornography, sexual  
28 acts or intercourse, and sexual services, are prohibited”;



- 1           b. “[c]ontent that exclusively focuses on extreme or gratuitous gore and violence is
- 2           prohibited”; and
- 3           c. “any content or activity that attempts to intimidate, degrade, abuse, or bully others,
- 4           or creates a hostile environment for others . . . is prohibited.”

5           29. The Guidelines make clear that Twitch will punish offensive conduct: “To protect

6 the integrity of our community, as the provider of the service, we at Twitch reserve the right to

7 suspend any account at any time for any conduct that we determine to be inappropriate or

8 harmful. Such actions may include: removal of content, a strike on the account, and/or suspension

9 of account(s).”

10           30. The Terms also prohibit the use of automated programs such as bots to create

11 accounts or artificially inflate a channel’s viewer or follower statistics. They state that users shall

12 not: “access any website, server, software application, or other computer resource owned, used

13 and/or licensed by Twitch, including but not limited to the Twitch Services, by means of any

14 robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures

15 Twitch may use to prevent or restrict access to any website, server, software application, or other

16 computer resource owned, used and/or licensed [to] Twitch, including but not limited to the

17 Twitch Services.”

18           31. Twitch’s efforts do not end with the posting of its Terms. Twitch employs a Trust

19 and Safety team that operates around the clock and around the globe to investigate and take action

20 in connection with violations of the Terms.

21           32. Twitch also invests in technologies and processes that address potential risks to

22 user safety, with the aim to create the best possible experience for streamers and their audiences.

23 For example, AutoMod, a Twitch proprietary tool, allows a streamer to automatically filter out

24 messages in chat that the streamer deems inappropriate or unwelcome. Twitch also offers tools

25 that streamers can deploy to block or ban users from their audience and report them to Twitch’s

26 safety operations team.

27           33. Twitch continuously works to improve its ability to detect and act upon violations

28 of the Terms and is continuing to invest in technologies to support this effort.

1 **D. Defendants' Unlawful Activity**

2 34. Beginning on or about May 25, 2019, Defendants co-opted the game directory for  
3 Artifact to broadcast prohibited content, including hard-core pornography, racist and misogynistic  
4 videos, copyrighted movies and television shows, and videos depicting violence, including videos  
5 of the March 2019 Christchurch mosque attack.

6 35. Twitch took swift action against the accounts and users that posted these videos,  
7 immediately and permanently suspending them consistent with the Terms.

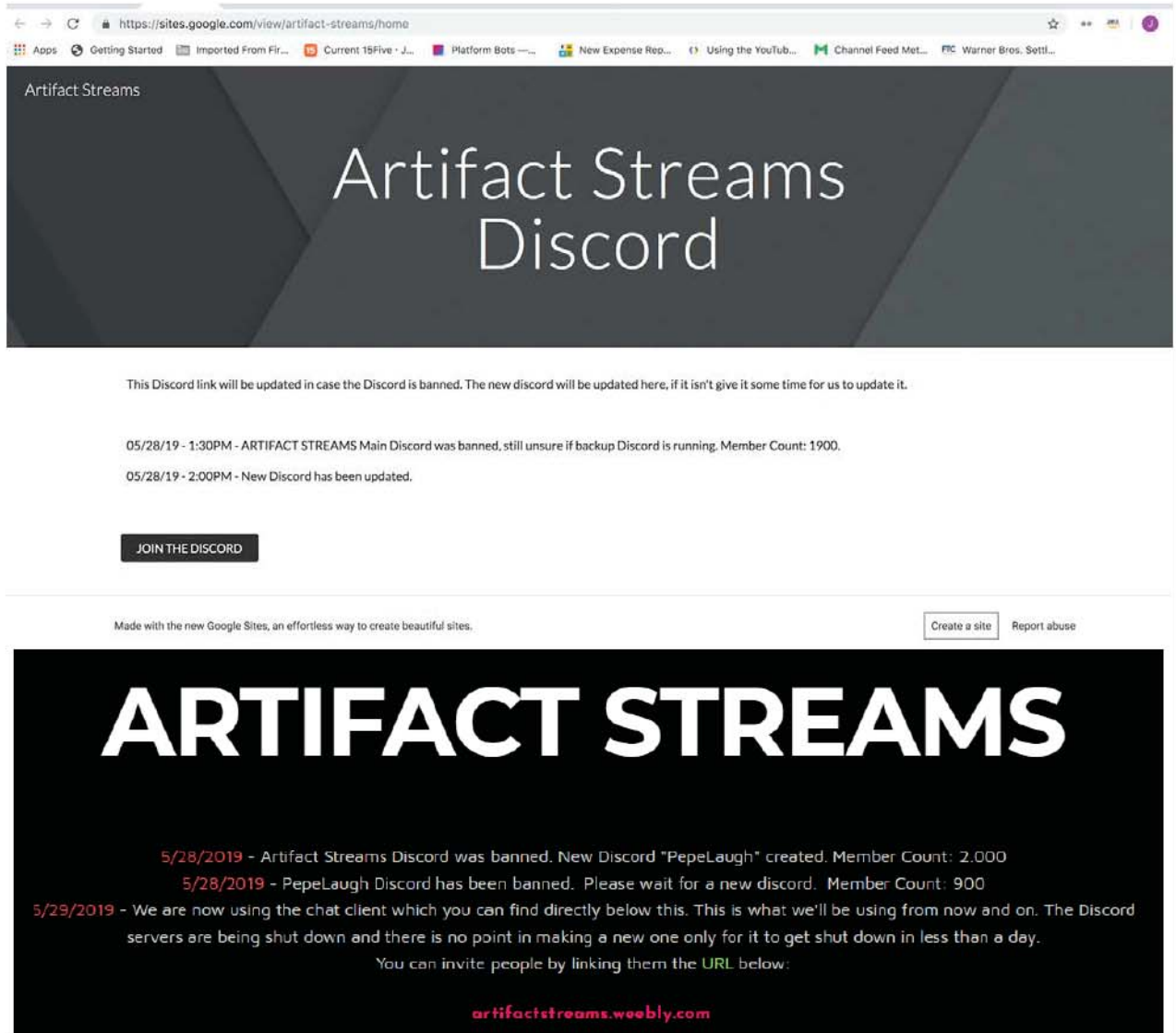
8 36. However, despite Twitch's best efforts, new streamers quickly appeared in the  
9 Artifact game directory to re-post the same or similar offending videos. On information and  
10 belief, Defendants used bots and other automated programs to quickly open new Twitch accounts  
11 and continue streaming the offending videos as soon as Twitch shut down accounts.

12 37. On information and belief, Defendants formed a group to spread pornography and  
13 other obscene, offensive and terrorist videos, or infringing content on Twitch. Defendants shared  
14 methods to evade Twitch's takedown measures, including code for bot programs.

15 38. Defendants used bots, software programs that send fake viewers to a streamer's  
16 channel, to artificially inflate the viewer statistics associated with the offending videos. As the  
17 streamer's viewer count increases, his or her stream becomes easier to find for Twitch viewers  
18 seeking content. Defendants manipulated the viewer counts of their streams to promote their  
19 prohibited channels.

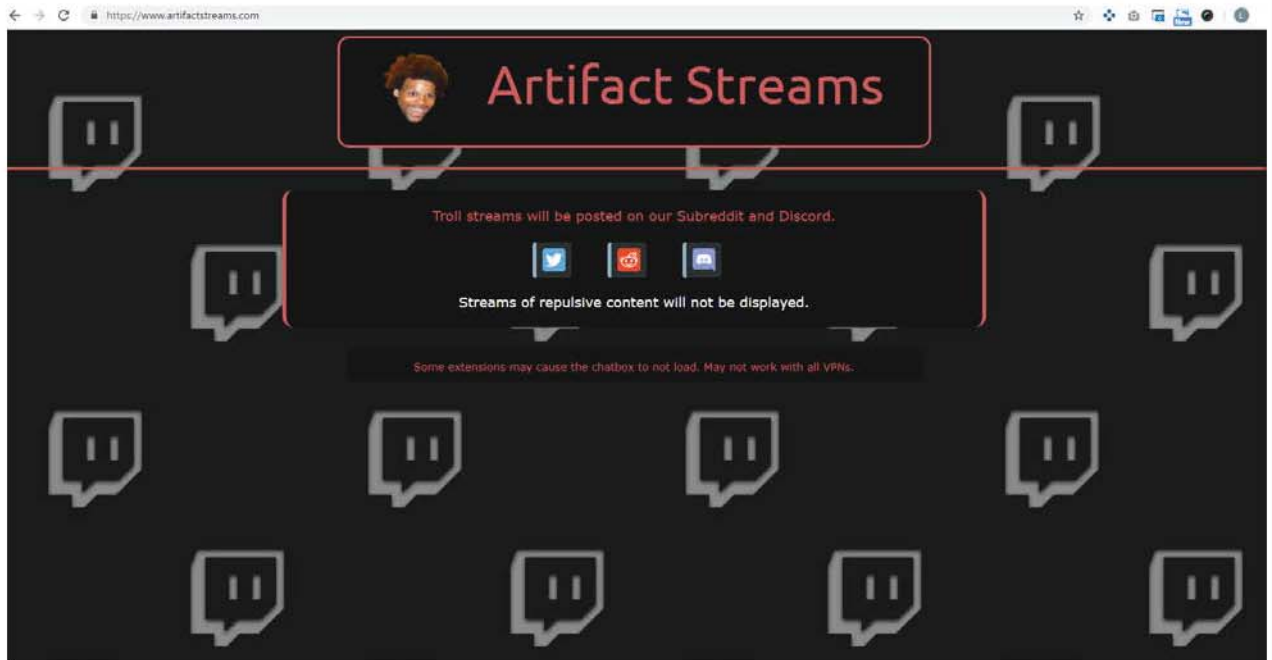
20 39. Defendants coordinated with one another to quickly re-post the videos once  
21 Twitch acted against them. Calling themselves "Artifact Streams," Defendants used third-party  
22 websites including, but not limited to, Google, Discord, and Weebly to communicate about the  
23 attack on Twitch. When Google and Discord shut Defendants down, Defendants set up additional  
24 Discord groups. Defendants finally moved to Weebly where they opened a chat room and  
25 displayed pornographic videos. Weebly ultimately took down the page.





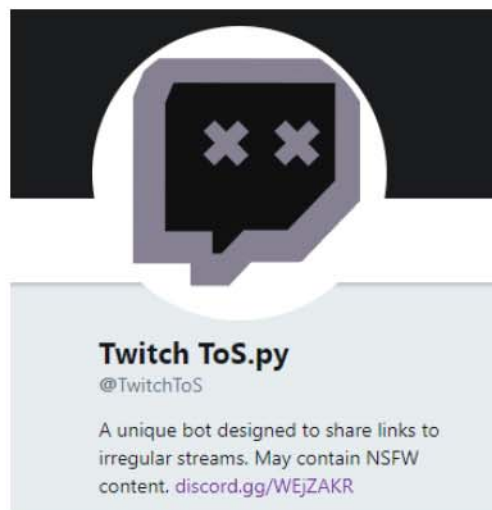
40. Defendants have also coordinated their attacks and activities via a website, www.artifactstreams.com. The Artifact Streams website prominently displays the GLITCH mark, as shown below.





41. Twitch has not given Defendants permission to use the GLITCH mark in this way. This use is likely to cause confusion as to Twitch's association or affiliation with Defendants.

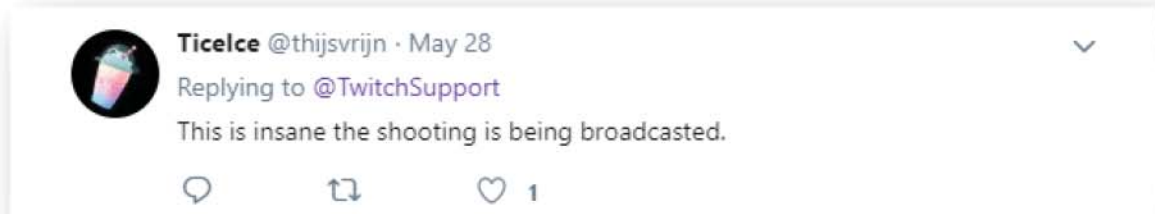
42. Linked to the Artifact Streams website is a Twitter page, <https://twitter.com/TwitchToS>, that Defendants use to disseminate their prohibited content and direct viewers to that content. The @TwitchToS Twitter account prominently displays the TWITCH mark in its URL, Twitter name, and Twitter page, as shown below.



1 43. Twitch has not given Defendants permission to use the TWITCH mark in this way.  
2 This use is likely to cause confusion as to Twitch's association or affiliation with Defendants.

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

4 45. Viewers seeking legitimate content on Twitch encountered Defendants' streams  
5 and were understandably upset. Many viewers Tweeted their reactions to Defendants' streams.  
6 The following are a few examples.







1 feature the TWITCH mark on a Twitter account, @TwitchToS, which they use to link to and  
2 promote the prohibited content on Twitch.

3 54. Defendants' use of the GLITCH and TWITCH marks constitutes a reproduction,  
4 counterfeit, copy, or colorable imitation of registered marks for which the use, sale offering for  
5 sale, and advertising of their Twitch.tv streams is likely to cause confusion or mistake or lead to  
6 deception.

7 55. Defendants have used and continue to use the GLITCH and TWITCH marks  
8 without Twitch's authorization.

9 56. Defendants' infringement of the GLITCH and TWITCH marks is willful.

10 57. As a consequence of Defendants' unauthorized use of the GLITCH and TWITCH  
11 marks, Twitch has been and will continue to be irreparably harmed unless enjoined by this Court.  
12 Therefore, Twitch has no adequate remedy at law and is entitled to injunctive relief.

13 58. In addition to injunctive relief, Twitch is also entitled to compensatory damages,  
14 lost profits, statutory damages, enhanced damages, and/or costs incurred in pursuing this action.

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

17 **SECOND CLAIM FOR RELIEF**  
18 **Breach of Contract**  
19 **(California Common Law)**

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

22 61. Access to and use of the Twitch Services is governed by and subject to the Terms.

23 62. At all relevant times, Twitch prominently displayed and/or provided links to the  
24 Terms. Twitch users are presented with and must affirmatively accept the Terms to register for a  
25 Twitch account.

26 63. The Guidelines are incorporated into the Terms by reference. A violation of the  
27 Guidelines is a violation of the Terms.  
28

1           64.     The Terms are binding on Defendants. Each of the Defendants agreed to abide by  
2 the Terms by creating a Twitch account, by using the Twitch Services, and/or by accessing the  
3 Twitch Services to disseminate the offending videos.

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

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

8           67.     Defendants have willfully, continuously, and materially breached the Terms by  
9 engaging in the conduct described above by, for example, streaming prohibited content on  
10 Twitch.tv, evading Twitch’s efforts to ban Defendants’ streams, and accessing the Twitch  
11 Services with bots.

12           68.     Defendants breached the Terms by, among other things,

- 13           a.     streaming content on Twitch.tv that is prohibited by the Terms, including videos  
14 depicting violence and gore (most notably, the Christchurch mosque attack), hard  
15 core pornography, copyrighted movies and television shows, and videos depicting  
16 racist and misogynistic imagery and messages;
- 17           b.     manipulating their identifying information (including names and IP addresses) to  
18 “disguise the origin of any User Content transmitted through the Twitch Services”;
- 19           c.     impairing, interfering with, disrupting, negatively affecting, and/or inhibiting other  
20 users’ enjoyment of the Twitch Services by posting obscene, violent, and harassing  
21 content in violation of the Terms; and/or
- 22           d.     using bots to access the Twitch Services, tamper with (i.e., artificially inflate) their  
23 live view statistics, and/or promote their nefarious content to unsuspecting Twitch  
24 viewers.

25           69.     Twitch has dutifully performed its obligations pursuant to the Terms.

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



1 Twitch is entitled to special damages in the amount of lost profits and other reasonably  
2 foreseeable harms proximately caused by Defendants' breach.

3 **THIRD CLAIM FOR RELIEF**  
4 **Trespass to Chattels**  
5 **(California Common Law)**

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

8 72. The Terms authorize Defendants to access the Twitch Services for a limited  
9 purpose—to stream and watch legitimate content on Twitch.tv. The Terms do not permit  
10 Defendants to access the Twitch Services to stream obscene, excessively violent, or pornographic  
11 content.

12 73. Defendants intentionally and without authorization exceeded permissible access to  
13 the Twitch Services by streaming unauthorized content on Twitch.tv.

14 74. Defendants intentionally and without authorization accessed the Twitch Services  
15 with bots designed to artificially inflate the live view statistics associated with their accounts,  
16 making it easier for Twitch viewers to find the offending streams.

17 75. Defendants' intentional interference with Twitch's possession of the Twitch  
18 Services proximately caused Twitch injury.

19 76. Defendants' unauthorized access to the Twitch Services impaired the condition,  
20 quality, or value of the Twitch Services by degrading the quality of the content on Twitch, forcing  
21 Twitch to suspend streaming for all new accounts, and exposing Twitch users to offensive and  
22 unwanted content.

23 77. Twitch is entitled to all remedies available at law or equity, including injunctive  
24 relief, compensatory damages, attorneys' fees, and/or other equitable or monetary remedies.

25 **FOURTH CLAIM FOR RELIEF**  
26 **Fraud**  
27 **(California Common Law)**

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







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DATED: June 14, 2019

**PERKINS COIE LLP**

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Attorneys for Plaintiff  
Twitch Interactive, Inc.



# Exhibit A

# United States of America

## United States Patent and Trademark Office



**Reg. No. 5,769,921**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
350 Bush Street, 2nd Floor  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation;



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Director of the United States  
Patent and Trademark Office



providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; entertainment services, namely, providing virtual environments in which users can interact through social games for recreational purposes; entertainment services, namely, providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Electronic storage of electronic media, namely, images, text, video, and audio data; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for messaging, chat and social networking; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for displaying and sharing emoticons; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for purchasing and subscribing to digital media content; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for software development; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for developing and publishing applications for interactive streaming; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software to enable users to designate specific content for future viewing; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for management and electronic storage of digital media; software as a service services (SAAS), and providing temporary use of online non-downloadable software featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PAAS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; software as a service (SAAS) services featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others



FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

The mark consists of a stylized comment bubble.

SER. NO. 86-485,295, FILED 12-18-2014

# United States of America

## United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,503,626**

**Registered Jun. 26, 2018**

**Int. Cl.: 38, 45**

**Service Mark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 38: Streaming of digital media content on the Internet; streaming of games on the Internet; streaming of audio, video and audiovisual material on the Internet; video on demand transmission services; providing user access to digital data and content in a data network; providing a website for live streaming gaming content, music, audio, video and animations; providing access to game-related information, audio, music, video and animation via websites; online forums for transmission of messages among computer users ; providing internet chat rooms; audio broadcasting; video broadcasting; electronic mail and messaging services; communications services, namely, transmission of voice, audio, visual images and data by telecommunications networks, wireless communication networks, the Internet, information services networks and data networks; broadcasting and webcasting services; music and movie streaming and broadcasting services; transmission of news

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 45: Online social networking services; online social networking services, namely, facilitating social introductions or interactions among individuals; social networking services in the fields of entertainment, gaming and application development; providing information about social networks where users participate in online gaming, online video games and online video gaming applications; providing an Internet website portal for engaging in social networking; providing information, news, commentary in the field of social networking

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4275948, 4087877, 4230874

SER. NO. 86-983,872, FILED 12-18-2014



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office

# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 5,769,920**

**Registered Jun. 04, 2019**

**Int. Cl.: 9, 35, 41, 42**

**Service Mark**

**Trademark**

**Principal Register**

Twitch Interactive, Inc. (DELAWARE CORPORATION)  
225 Bush Street  
San Francisco, CALIFORNIA 94104

CLASS 9: Computer software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; application programming interface (API) software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video, and animations; computer software for messaging, chat and social networking; computer software for displaying and sharing emoticons; software for purchasing and subscribing to digital media content; computer software development tools; software for developing and publishing applications for interactive streaming; software that enables users to designate specific content for future viewing; game software; computer game software; electronic game software; video game software; computer software for management and storage of digital media; computer software for accessing, browsing and searching online databases; audio recordings featuring music; software that allows gamers to live broadcast their games from a gaming console, or to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 35: Advertising and marketing; promoting the goods and services of others; retail store services featuring clothing; promotional sponsorship of games, gamers, and gaming events; providing a searchable website, portal, forum, application, and database where advertisers, marketers, and content providers can reach, engage, and interact with online users for the purposes of promotion or advertising; promoting the goods and services of others through placing advertising in conjunction with gaming; design of advertisements and advertising material for others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

CLASS 41: Entertainment services, namely, providing online games; entertainment services, namely, providing online videos featuring games being played by others; entertainment services, namely, live performances by musical groups; entertainment services, namely, live performances by video game players; entertainment services, namely, providing a web site where users can access and view gaming-related information, music, videos, and animation; providing information and news relating to gaming and music; blogs featuring articles on gaming and gaming-related activities; arranging and conducting competitions for video game players; entertainment services, namely, providing non-downloadable prerecorded music, information in the field of music, and commentary and articles about music, all via a global computer network; providing online non-downloadable videos featuring music; live music



*Andrei Iancu*

Director of the United States  
Patent and Trademark Office



concerts; entertainment services, namely, organizing and producing gaming and music events; organizing, conducting and operating video game tournaments; organization of gaming competitions, namely, organizing electronic, computer and video game competitions; providing online news, information and commentary in the fields of e-sports, video gaming, video games and video game players; entertainment services, namely, providing on-line video games via social networks; providing enhancements within online video games, namely, enhanced levels of game play; providing virtual environments in which users can interact through social games for recreational purposes; providing virtual environments in which users can interact for recreational, leisure, or entertainment purposes; organizing educational and entertainment conferences for software developers in the field of software development and gaming; organizing conferences in the field of gaming, video gaming and digital content; education and training services in the field of software development; providing online publications in the nature of journals, blogs and articles in the field of e-sports, video gaming, video games and video game players; arranging of contests and sweepstakes; providing information, news and commentary in the field of gaming and entertainment; providing an online website portal for consumers to play on-line computer games and electronic games and share game enhancements and game strategies; providing an Internet website portal featuring content in the field of video games and video game players

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012

CLASS 42: Storage of electronic media, namely, images, text, video, and audio data; providing temporary use of online non-downloadable software and software as a service featuring software for broadcasting, transmitting, receiving, accessing, viewing, uploading, downloading, sharing, integrating, displaying, formatting, organizing, storing, transferring and streaming of data, text, games, game content, digital media, images, music, audio, video and animations; providing temporary use of online non-downloadable software and software as a service featuring software for messaging, chat and social networking; providing temporary use of online non-downloadable software and software as a service featuring software for displaying and sharing emoticons; providing temporary use of online non-downloadable software and software as a service featuring software for purchasing and subscribing to digital media content; providing temporary use of online non-downloadable software and software as a service featuring software for software development; providing temporary use of online non-downloadable software and software as a service featuring software for developing and publishing applications for interactive streaming; providing temporary use of online non-downloadable software and software as a service featuring software to enable users to designate specific content for future viewing; providing temporary use of online non-downloadable software and software as a service featuring software for management and storage of digital media; providing temporary use of online non-downloadable software and software as a service featuring software for accessing, browsing and searching online databases; providing temporary use of non-downloadable computer software for gaming purposes; providing temporary use of non-downloadable game software; platform as a service (PaaS) featuring computer software platforms for gaming; Application service provider (ASP), namely, hosting computer software applications of others; hosting of third party digital content in the nature of videos, audio, music, text, data, images, software, applications, and other electronic works on the Internet; hosting of digital content on the Internet; Software as a Service (SAAS) featuring software for facilitating audio, video and digital content creation, subscription services and one-time purchases; creating an online community for computer users to participate in discussions, obtain feedback, form virtual communities, and engage in social networking; providing temporary use of non-downloadable analytics software, namely, software that provides statistics about the behavior of viewers of online advertising, videos, movies, music, pictures, images, text, photos, games, and other content; software as a service that allows gamers to watch games being played by others

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4230874, 4087877, 4275948

SER. NO. 86-485,231, FILED 12-18-2014

# United States of America

United States Patent and Trademark Office

# TWITCH

**Reg. No. 4,275,948**  
**Registered Jan. 15, 2013**  
**Int. Cls.: 9, 38 and 45**

JUSTIN.TV, INC. (DELAWARE CORPORATION)  
#800  
23 GEARY ST.  
SAN FRANCISCO, CA 94108

**TRADEMARK**

FOR: COMPUTER SOFTWARE FOR BROADCASTING, ELECTRONIC TRANSMISSION, AND STREAMING OF GAMING DIGITAL MEDIA CONTENT, IN CLASS 9 (U.S. CLS. 21, 23, 26, 36 AND 38).

**SERVICE MARK**

FIRST USE 7-25-2012; IN COMMERCE 7-25-2012.

**PRINCIPAL REGISTER**

FOR: STREAMING OF AUDIO, VISUAL AND AUDIOVISUAL GAMING CONTENT VIA A GLOBAL COMPUTER NETWORK; ELECTRONIC TRANSMISSION AND STREAMING OF GAMING DIGITAL MEDIA CONTENT FOR OTHERS; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A WEBSITE FOR LIVESTREAMING GAMING CONTENT, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

FOR: ONLINE SOCIAL NETWORKING SERVICES, IN CLASS 45 (U.S. CLS. 100 AND 101).

FIRST USE 6-5-2012; IN COMMERCE 6-5-2012.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF U.S. REG. NO. 4,087,877.

SER. NO. 85-727,657, FILED 9-12-2012.

REBECCA SMITH, EXAMINING ATTORNEY



*David J. Kyffers*

Director of the United States Patent and Trademark Office



CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Twitch Interactive, Inc.

(b) County of Residence of First Listed Plaintiff San Francisco, CA (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) Katherine M. Dugdale, Perkins Coie LLP, 1888 Century Park E., Suite 1700, Los Angeles, CA 90067, 310.788.9900 Holly M. Simpkins, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000 Lauren Watts Stanier, Perkins Coie LLP, 1201 Third Avenue, Suite 4900, Seattle, WA 98101, 206.359.8000

DEFENDANTS

John and Jane Does 1-100

County of Residence of First Listed Defendant Unknown (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

Unknown

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1114
Brief description of cause: Unauthorized use of trademarks, breach of contract, trespass to chattels, common law fraud

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 06/14/2019

SIGNATURE OF ATTORNEY OF RECORD

/s/ Katherine M. Dugdale



**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44**

**Authority For Civil Cover Sheet.** The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
  - b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
  - c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
  - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
  - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
  - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
  - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
  - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
  - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
  - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
  - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
  - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. **Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. **Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.



<p><b>Do not mail; see e-filing instructions at bottom of page.</b>                  Mail Stop 8  <b>TO: Director of the U.S. Patent and Trademark Office</b>                  P.O. Box 1450                  Alexandria, VA 22313-1450</p>	<p><b>REPORT ON THE                  FILING OR DETERMINATION OF AN                  ACTION REGARDING A PATENT OR                  TRADEMARK</b></p>
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In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been filed in the U.S. District Court for the Northern District of California on the following ...

Trademarks or  Patents. (  the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 19-3418	DATE FILED 6/14/2019	U.S. DISTRICT COURT for the Northern District of California
PLAINTIFF Twitch Interactive, Inc.		DEFENDANT John and Jane Does 1-100
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 5,769,921	6/4/2019	Twitch Interactive, Inc.
2 5,503,626	6/26/2018	Twitch Interactive, Inc.
3 5,769,920	6/4/2019	Twitch Interactive, Inc.
4 4,275,948	1/15/2013	Twitch Interactive, Inc.
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
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In the above—entitled case, the following decision has been rendered or judgment issued:

DECISION/JUDGMENT
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CLERK Susan Y. Soong	(BY) DEPUTY CLERK	DATE
-------------------------	-------------------	------



1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
HSimpkins@perkinscoie.com  
6 Lauren Watts Staniar, *pro hac vice* application  
forthcoming  
LStaniar@perkinscoie.com  
7 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
8 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
9 Facsimile: 206.359.9000  
10

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.  
12

13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
23

Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CERTIFICATE OF INTERESTED  
ENTITIES**

**[Civil L.R. 3-15]**

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TO THE COURT AND ALL PARTIES APPEARING OF RECORD:

Pursuant to Civil Local Rule 3-15, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Amazon.com, Inc.: Financial interest in Plaintiff Twitch Interactive, Inc.

DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
 Katherine M. Dugdale, Bar No. 168014  
 KDugdale@perkinscoie.com  
 Holly M. Simpkins (*pro hac vice*  
 application forthcoming)  
 HSimpkins@perkinscoie.com  
 Lauren E. Staniar (*pro hac vice* application  
 forthcoming)  
 LStaniar@perkinscoie.com

Attorneys for Plaintiff Twitch Interactive, Inc.

1 Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
2 PERKINS COIE LLP  
1888 Century Park E., Suite 1700  
3 Los Angeles, CA 90067-1721  
Telephone: 310.788.9900  
4 Facsimile: 310.788.3399

5 Holly M. Simpkins, *pro hac vice* application  
forthcoming  
6 HSimpkins@perkinscoie.com  
Lauren Watts Staniar, *pro hac vice* application  
7 forthcoming  
LStaniar@perkinscoie.com  
8 PERKINS COIE LLP  
1201 Third Avenue, Suite 4900  
9 Seattle, WA 98101-3099  
Telephone: 206.359.8000  
10 Facsimile: 206.359.9000

11 Attorneys for Plaintiff  
Twitch Interactive, Inc.

12  
13 UNITED STATES DISTRICT COURT  
14 NORTHERN DISTRICT OF CALIFORNIA  
15 SAN FRANCISCO DIVISION  
16

17 TWITCH INTERACTIVE, INC., a  
Delaware corporation,

18 Plaintiff,

19 v.

20 JOHN AND JANE DOES 1-100,  
21 individuals,

22 Defendants.  
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Case No. 19-3418

**PLAINTIFF TWITCH INTERACTIVE,  
INC.'S CORPORATE DISCLOSURE  
STATEMENT**

**[Fed. R. Civ. P. 7.1]**



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Pursuant to Federal Rule of Civil Procedure 7.1, Plaintiff Twitch Interactive, Inc. states that it is wholly owned by Amazon.com, Inc., a publicly traded company.

DATED: June 14, 2019

**PERKINS COIE LLP**

By: /s/ Katherine M. Dugdale  
Katherine M. Dugdale, Bar No. 168014  
KDugdale@perkinscoie.com  
Holly M. Simpkins (*pro hac vice*  
application forthcoming)  
HSimpkins@perkinscoie.com  
Lauren E. Staniar (*pro hac vice* application  
forthcoming)  
LStaniar@perkinscoie.com

Attorneys for Plaintiff Twitch Interactive, Inc.



**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 33297
	)	
OF	)	<b>CERTIFICATE</b>
	)	
HOLLY MARIE SIMPKINS	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

---

I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**HOLLY MARIE SIMPKINS**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on December 16, 2002, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 11<sup>th</sup> day of April, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court



Reset Form

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TWITCH INTERACTIVE, INC.,	)	Case No: <u>19-3418</u>
	)	
Plaintiff(s),	)	<b>APPLICATION FOR</b>
	)	<b>ADMISSION OF ATTORNEY</b>
v.	)	<b>PRO HAC VICE</b>
	)	(CIVIL LOCAL RULE 11-3)
JOHN DOES 1-100, individuals,	)	
	)	
Defendant(s).	)	

I, Lauren Watts Staniar, an active member in good standing of the bar of Washington State, hereby respectfully apply for admission to practice *pro hac vice* in the Northern District of California representing: Twitch Interactive, Inc. in the above-entitled action. My local co-counsel in this case is Katherine Dugdale, an attorney who is a member of the bar of this Court in good standing and who maintains an office within the State of California.

MY ADDRESS OF RECORD: 1201 Third Avenue, Suite 4900 Seattle, WA 98101	LOCAL CO-COUNSEL'S ADDRESS OF RECORD: 1888 Century Park East, Suite 1700 Los Angeles, CA 90067-1721
MY TELEPHONE # OF RECORD: (206) 359-8000	LOCAL CO-COUNSEL'S TELEPHONE # OF RECORD: (310) 788-9900
MY EMAIL ADDRESS OF RECORD: LStaniar@perkinscoie.com	LOCAL CO-COUNSEL'S EMAIL ADDRESS OF RECORD: KDugdale@perkinscoie.com

I am an active member in good standing of a United States Court or of the highest court of another State or the District of Columbia, as indicated above; my bar number is: 48741.

A true and correct copy of a certificate of good standing or equivalent official document from said bar is attached to this application.

I agree to familiarize myself with, and abide by, the Local Rules of this Court, especially the Standards of Professional Conduct for attorneys and the Alternative Dispute Resolution Local Rules.

*I declare under penalty of perjury that the foregoing is true and correct.*

Dated: 06/14/19

Lauren Watts Staniar

APPLICANT

**ORDER GRANTING APPLICATION  
FOR ADMISSION OF ATTORNEY PRO HAC VICE**

IT IS HEREBY ORDERED THAT the application of Lauren Watts Staniar is granted, subject to the terms and conditions of Civil L.R. 11-3. All papers filed by the attorney must indicate appearance *pro hac vice*. Service of papers upon, and communication with, local co-counsel designated in the application will constitute notice to the party.

Dated:

UNITED STATES DISTRICT/MAGISTRATE JUDGE

**IN THE SUPREME COURT OF THE STATE OF WASHINGTON**

IN THE MATTER OF THE ADMISSION	)	BAR NO. 48741
	)	
OF	)	<b>CERTIFICATE</b>
	)	
LAUREN ELIZABETH WATTS STANIAR	)	<b>OF</b>
	)	
TO PRACTICE IN THE COURTS OF THIS STATE	)	<b>GOOD STANDING</b>
	)	

---

I, Susan L. Carlson, Clerk of the Supreme Court of the State of Washington, hereby certify

**LAUREN ELIZABETH WATTS STANIAR**

was regularly admitted to practice as an Attorney and Counselor at Law in the Supreme Court and all the Courts of the State of Washington on February 5, 2015, and is now and has continuously since that date been an attorney in good standing, and has a current status of active.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 28<sup>th</sup> day of January, 2019.

Susan L. Carlson  
Supreme Court Clerk  
Washington State Supreme Court

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the Northern District of California

Twitch Interactive, Inc. Plaintiff v. John or Jane Does 1-100 Defendant Civil Action No. 3:19-cv-03418

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: John or Jane Doe (Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days (give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States) from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 06/17/2019

Signature of the attorney or unrepresented party Katherine M. Dugdale Printed name 1888 Century Park E., Suite 1700 Los Angeles, CA 90067-1721 Address KDugdale@perkinscoie.com E-mail address 310.788.9900 Telephone number



AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the Northern District of California

Twitch Interactive, Inc. Plaintiff v. John and Jane Does 1-100 Defendant Civil Action No. 3:19-cv-03418-WHO

WAIVER OF THE SERVICE OF SUMMONS

To: Katherine M. Dugdale (Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 06/17/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date:

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

## United States District Court Northern District of California

### ECF Registration Information

Electronic Case Filing (ECF or “e-filing”) is mandatory for all civil cases in this court. Please refer to Civil Local Rule 5-1 for the Court’s rules pertaining to electronic filing. Effective August 19, 2013, e-filing of initiating documents (complaints; notices of removal) is allowed, but is not mandatory; all other documents must be e-filed in civil cases.

Parties who are representing themselves pro se (without attorney representation) are not required to e-file and, in fact, may e-file only with the permission of the assigned judge.

Please review and attend to the following important notes and tasks:

- Serve this ECF Registration Information Handout on all parties in the case along with the complaint or removal notice and the other documents generated by the court upon filing.
- If not already registered, each attorney in the case must register to become an e-filer at [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF). Your ECF registration is valid for life in this district; please do not register more than once.

IMPORTANT NOTICE: by signing and submitting to the court a request for an ECF user id and password, you consent to entry of your email address into the court’s electronic service registry for electronic service on you of all e-filed papers, pursuant to rules 77 and 5(b)(2)(d) of the Federal Rules of Civil Procedure.

- If you are a party and do not have an attorney and would like to e-file in the case, please visit [cand.uscourts.gov/ECF/proseregistration](http://cand.uscourts.gov/ECF/proseregistration) for instructions and information. Unless and until the assigned judge has given you permission to e-file, you are required to file and serve papers in hard copy (paper) form.
- Access dockets and documents using your PACER (Public Access to Court Electronic Records) account. If your firm already has a PACER account, please use that account. It is not necessary to have individual PACER accounts for each user in your office. To set up an account, visit: [pacer.gov](http://pacer.gov) or call (800) 676-6856.

ECF interactive tutorials, instructions for e-filing and other information are available at: [cand.uscourts.gov/ECF](http://cand.uscourts.gov/ECF).

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**NOTICE OF AVAILABILITY OF MAGISTRATE JUDGE  
TO EXERCISE JURISDICTION**

In accordance with the provisions of Title 28, U.S.C. § 636(c), you are hereby notified that a United States magistrate judge of this district is available to exercise the court's jurisdiction and to conduct any or all proceedings in this case including a jury or nonjury trial, and entry of a final judgment. Exercise of this jurisdiction by a magistrate judge is, however, permitted only if all parties voluntarily consent.

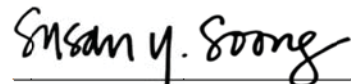
You may, without adverse substantive consequences, withhold your consent, but this will prevent the court's jurisdiction from being exercised by a magistrate judge.

An appeal from a judgment entered by a magistrate judge may be taken directly to the United States court of appeals for this judicial circuit in the same manner as an appeal from any other judgment of a district court.

Copies of the Form for the "Consent to Exercise of Jurisdiction by a United States Magistrate Judge" are available from the clerk of court.

The plaintiff or removing party shall serve a copy of this notice upon all other parties to this action pursuant to Federal Rules of Civil Procedure 4 and 5.

FOR THE COURT



Susan Y. Soong  
Clerk, United States District Court



**STANDING ORDER FOR ALL JUDGES  
OF THE NORTHERN DISTRICT OF CALIFORNIA**  

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**CONTENTS OF JOINT CASE MANAGEMENT STATEMENT**

All judges of the Northern District of California require identical information in Joint Case Management Statements filed pursuant to Civil Local Rule 16-9. The parties must include the following information in their statement which, except in unusually complex cases, should not exceed ten pages:

1. Jurisdiction and Service: The basis for the court's subject matter jurisdiction over plaintiff's claims and defendant's counterclaims, whether any issues exist regarding personal jurisdiction or venue, whether any parties remain to be served, and, if any parties remain to be served, a proposed deadline for service.
2. Facts: A brief chronology of the facts and a statement of the principal factual issues in dispute.
3. Legal Issues: A brief statement, without extended legal argument, of the disputed points of law, including reference to specific statutes and decisions.
4. Motions: All prior and pending motions, their current status, and any anticipated motions.
5. Amendment of Pleadings: The extent to which parties, claims, or defenses are expected to be added or dismissed and a proposed deadline for amending the pleadings.
6. Evidence Preservation: A brief report certifying that the parties have reviewed the Guidelines Relating to the Discovery of Electronically Stored Information ("ESI Guidelines"), and confirming that the parties have met and conferred pursuant to Fed. R. Civ. P. 26(f) regarding reasonable and proportionate steps taken to preserve evidence relevant to the issues reasonably evident in this action. *See ESI Guidelines 2.01 and 2.02, and Checklist for ESI Meet and Confer.*
7. Disclosures: Whether there has been full and timely compliance with the initial disclosure requirements of Fed. R. Civ. P. 26, and a description of the disclosures made.
8. Discovery: Discovery taken to date, if any, the scope of anticipated discovery, any proposed limitations or modifications of the discovery rules, a brief report on whether the parties have considered entering into a stipulated e-discovery order, a proposed discovery plan pursuant to Fed. R. Civ. P. 26(f), and any identified discovery disputes.
9. Class Actions: If a class action, a proposal for how and when the class will be certified, and whether all attorneys of record for the parties have reviewed the Procedural Guidance for Class Action Settlements.
10. Related Cases: Any related cases or proceedings pending before another judge of this court, or before another court or administrative body.
11. Relief: All relief sought through complaint or counterclaim, including the amount of any damages sought and a description of the bases on which damages are calculated. In addition, any party from whom damages are sought must describe the bases on which it contends damages should be calculated if liability is established.



12. Settlement and ADR: Prospects for settlement, ADR efforts to date, and a specific ADR plan for the case, including compliance with ADR L.R. 3-5 and a description of key discovery or motions necessary to position the parties to negotiate a resolution.
13. Consent to Magistrate Judge For All Purposes: Whether **all** parties will consent to have a magistrate judge conduct all further proceedings including trial and entry of judgment. \_\_\_ Yes \_\_\_ No
14. Other References: Whether the case is suitable for reference to binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.
15. Narrowing of Issues: Issues that can be narrowed by agreement or by motion, suggestions to expedite the presentation of evidence at trial (e.g., through summaries or stipulated facts), and any request to bifurcate issues, claims, or defenses.
16. Expedited Trial Procedure: Whether this is the type of case that can be handled under the Expedited Trial Procedure of General Order No. 64 Attachment A. If all parties agree, they shall instead of this Statement, file an executed Agreement for Expedited Trial and a Joint Expedited Case Management Statement, in accordance with General Order No. 64 Attachments B and D.
17. Scheduling: Proposed dates for designation of experts, discovery cutoff, hearing of dispositive motions, pretrial conference and trial.
18. Trial: Whether the case will be tried to a jury or to the court and the expected length of the trial.
19. Disclosure of Non-party Interested Entities or Persons: Whether each party has filed the "Certification of Interested Entities or Persons" required by Civil Local Rule 3-15. In addition, each party must restate in the case management statement the contents of its certification by identifying any persons, firms, partnerships, corporations (including parent corporations) or other entities known by the party to have either: (i) a financial interest in the subject matter in controversy or in a party to the proceeding; or (ii) any other kind of interest that could be substantially affected by the outcome of the proceeding. In any proposed class, collective, or representative action, the required disclosure includes any person or entity that is funding the prosecution of any claim or counterclaim.
20. Professional Conduct: Whether all attorneys of record for the parties have reviewed the Guidelines for Professional Conduct for the Northern District of California.
21. Such other matters as may facilitate the just, speedy and inexpensive disposition of this matter.

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

A jury trial has been set in this matter for << DATE >>, beginning at 8:00 a.m. with an attorney conference and jury selection to follow thereafter. A Pretrial Conference has been set for <<DATE >> at 2:00 p.m.

The following scheduling deadlines and hearing dates have been set:

**1. Pretrial Conference and Statement**

Not less than 28 days prior to the Pretrial Conference, counsel shall exchange (but not file or lodge) the papers described in Civil L.R. 16-10(b)(7), (8), (9) and (10), and any motions in limine.

At least 21 days before the Pretrial Conference, lead trial counsel shall meet and confer with respect to:

- Preparation and content of the joint pretrial conference statement;
- Resolution of any differences between the parties regarding the preparation and content of the joint pretrial conference statement and the preparation and exchange of pretrial materials to be served and filed pursuant to this Order. To the extent such differences are not resolved, the parties will present the issues in the pretrial conference statement so that the judge may rule on the matter during the Pretrial Conference; and
- Settlement.

At least 14 days prior to the Pretrial Conference, the parties shall file a joint pretrial conference statement containing the following information:

- a. The Action
  - (i) Substance of the Action. A brief description of the substance of claims and



1 defenses that remain to be decided.

2 (ii) Relief Prayed. A detailed statement of all the relief claimed, particularly  
3 itemizing all elements of damages claimed as well as witnesses, documents, or other evidentiary  
4 material to be presented concerning the amount of those damages.

5 b. The Factual Basis of the Action

6 (i) Undisputed Facts. A plain and concise statement of all relevant facts not  
7 reasonably disputable, as well as which facts parties will stipulate for incorporation into the trial  
8 record without the necessity of supporting testimony or exhibits.

9 (ii) Disputed Factual Issues. A plain and concise statement of all disputed factual  
10 issues that remain to be decided.

11 (iii) Agreed Statement. A statement assessing whether all or part of the action  
12 may be presented upon an agreed statement of facts.

13 (iv) Stipulations. A statement of stipulations requested or proposed for pretrial or  
14 trial purposes.

15 c. Disputed Legal Issues

16 (i) Points of Law. Without extended legal argument, a concise statement of each  
17 disputed point of law concerning liability or relief, citing supporting statutes and decisions setting  
18 forth briefly the nature of each party's contentions concerning each disputed point of law,  
19 including procedural and evidentiary issues.

20 (ii) Proposed Conclusions of Law. If the case is to be tried without a jury, unless  
21 otherwise ordered, parties should briefly indicate objections to proposed conclusions of law.

22 d. Trial Preparation

23 (i) Witnesses to be Called. A list of all witnesses likely to be called at trial, other  
24 than solely for impeachment or rebuttal, together with a brief statement following each name  
25 describing the substance of the testimony to be given.

26 (ii) Exhibits, Schedules and Summaries. A list of all documents and other items to  
27 be offered as exhibits at the trial, other than solely for impeachment or rebuttal, with a brief  
28 statement following each describing its substance or purpose and the identity of the sponsoring

1 witness. Unless otherwise ordered, parties will indicate their objections to the receipt in evidence  
2 of exhibits and materials lodged and that counsel have conferred respecting such objections.

3 (iii) Estimate of Trial Time. An estimate of the number of court days needed for  
4 the presentation of each party's case, indicating possible reductions in time through proposed  
5 stipulations, agreed statements of facts, or expedited means of presenting testimony and exhibits.

6 (iv) Use of Discovery Responses. Counsel shall cite possible presentation at trial  
7 of evidence, other than solely for impeachment or rebuttal, through use of excerpts from  
8 depositions, interrogatory answers, or responses to requests for admission. Counsel shall indicate  
9 any objections to use of these materials and that counsel has conferred respecting such objections.

10 (v) Further Discovery or Motions. A statement of all remaining discovery or  
11 motions, including motions in limine.

12 e. Trial Alternatives and Options

13 (i) Settlement Discussion. A statement summarizing the status of settlement  
14 negotiations and indicating whether further negotiations are likely to be productive.

15 (ii) Consent to Trial Before a Magistrate Judge. A statement whether reference of  
16 all or part of the action to a master or magistrate judge is feasible, including whether the parties  
17 consent to a court or jury trial before a magistrate judge, with appeal directly to the Ninth Circuit.

18 (iii) Amendments, Dismissals. A statement of requested or proposed amendments  
19 to pleadings or dismissals of parties' claims or defenses.

20 (iv) Bifurcation, Separate Trial of Issues. A statement of whether bifurcation or a  
21 separate trial of specific issues is feasible and desired.

22 **2. Witnesses**

23 a. Jury Trials. The Pretrial Conference Statement shall include the witness list  
24 required in part by 1(d)(i) above. In addition, in the case of expert witnesses, the summary shall  
25 clearly state the expert's theories and conclusions and the basis therefore and shall be  
26 accompanied by a curriculum vitae; if the expert has prepared a report in preparation for the  
27 testimony, a copy thereof shall be furnished to opposing counsel. Witnesses not included on the  
28 list may be excluded from testifying.

1           b.       Non-Jury Trials. In non-jury cases, any party may serve and lodge with the Court a  
2 written narrative statement of the proposed direct testimony of each witness under that party's  
3 control in lieu of a summary. Each statement shall be marked as an exhibit and shall be in a form  
4 suitable to be received into evidence.

5       **3. Jury Instructions**

6           a.       Joint Set of Instructions. The parties shall jointly prepare a set of jury instructions,  
7 and shall file the proposed instructions at least fourteen days prior to the Pretrial Conference. The  
8 submission shall contain both agreed upon instructions (which shall be so noted), and contested  
9 instructions, all in the order in which they should be read to the jury. Where contested instructions  
10 are included, they should be annotated both with the proponent's authority for seeking the  
11 instruction and the opponent's reason for opposition. Counsel shall deliver to Chambers a copy of  
12 the joint submission on a CD/DVD in Word format. The label shall include the case number and a  
13 description of the documents.

14           b.       Substance and Format of Instructions. The instructions shall cover all substantive  
15 issues and other points not covered by the Ninth Circuit Manual of Model Jury Instructions. Each  
16 requested instruction shall be typed in full on a separate page and citations to the authorities upon  
17 which the instruction is based shall be included. Instructions shall be brief, clear, written in plain  
18 English, and free of argument. Pattern or form instructions shall be revised to address the  
19 particular facts and issues of this case.

20           c.       Preliminary Statement and Instructions. If the parties wish to have a preliminary  
21 statement read to the jury, and/or preliminary instructions given to the jury, they shall jointly  
22 prepare and file the text of the proposed preliminary statement and/or preliminary instructions at  
23 least fourteen days prior to the Pretrial Conference.

24           d.       Voir Dire and Verdict Forms. Each party shall file proposed questions for jury voir  
25 dire and a proposed Form of Verdict at least fourteen days prior to the Pretrial Conference.

26       **4. Findings of Fact and Conclusions of Law**

27           In non-jury cases, each party shall file at least fourteen days prior to the Pretrial  
28 Conference proposed Findings of Fact and Conclusions of Law on all material issues. The Court



1 requests that the parties hyperlink each proposed Finding of Fact to any supporting evidence.  
2 Proposed Findings shall be brief, written in plain English, and free of pejorative language,  
3 conclusions and argument. Parties shall deliver to Chambers copies of Proposed Findings of Fact  
4 and Conclusions of Law on a CD/DVD in Word format, with a label including the name of the  
5 case, the case number and a description of the submission.

6 **5. Exhibits**

7 a. Provide Copies of Exhibits to Other Parties. Each party shall provide every other  
8 party with one set of all proposed exhibits, charts, schedules, summaries, diagrams, and other  
9 similar documentary materials to be used in its case in chief at trial, together with a complete list  
10 of all such proposed exhibits. Voluminous exhibits shall be reduced by elimination of irrelevant  
11 portions or through the use of summaries. Each item shall be pre-marked with a trial exhibit  
12 sticker (“Trial Exhibit No. \_\_”), not deposition exhibit label, and defendant’s exhibit numbers shall  
13 be sequenced to begin after plaintiff’s exhibit numbers. If there are numerous exhibits, they  
14 should be provided in three-ring binders with marked tab separators. All exhibits that have not  
15 been provided as required are subject to exclusion.

16 b. Stipulations re Admissibility. At least fourteen days prior to the Pretrial  
17 Conference, the parties shall make a good faith effort to stipulate to exhibits’ admissibility. If  
18 stipulation is not possible, the parties shall make every effort to stipulate to authenticity and  
19 foundation absent a legitimate (not tactical) objection.

20 c. Objections to Exhibits. In addition to the exhibit list, counsel shall confer with  
21 respect to any other objections to exhibits in advance of the Pretrial Conference. Each party shall  
22 file a statement briefly identifying each item objected to, the grounds for the objection, and the  
23 position of the offering party at least fourteen days prior to the date set for the Pretrial Conference.

24 d. Provide Copies of Exhibits to Court. One set of exhibits shall be provided to the  
25 Court in Chambers on the Friday prior to the trial date, in binders, marked, tabbed, and indexed in  
26 accordance with Local Rule 16-10(b)(7). Exhibits shall be identified as follows:

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UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA <b>TRIAL EXHIBIT 100</b>
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Blocks of numbers shall be assigned to fit the needs of the case (e.g., Plaintiff has 1-100, Defendant has 101-200). The parties shall not mark duplicate exhibits (e.g., plaintiff and defendant shall not mark the same exhibit; only one copy of the exhibit shall be marked).

e. Witness Binders. If all of the exhibits in a case do not fit in one binder, then the parties shall prepare a witness binder for each witness that will testify regarding three or more exhibits.

f. Disposition of Exhibits after Trial. Upon the conclusion of the trial, each party shall retain its exhibits through the appellate process. It is each party's responsibility to make arrangements with the Clerk of Court to file the record on appeal.

**6. Motions In Limine**

Any party wishing to have motions in limine heard prior to the commencement of trial must file them at least fourteen days prior to the date set for the Pretrial Conference. All motions in limine shall be contained in one document, limited to 25 pages pursuant to Civil L.R. 7-2(b), with each motion listed as a subheading. Opposition to the motions in limine shall be contained in one document, limited to 25 pages, with corresponding subheadings, and shall be filed at least seven days prior to the Pretrial Conference. No reply papers will be considered. The motions will be heard at the Pretrial Conference or at such other time as the Court may direct. Nothing in this provision prevents a party from noticing its motions in limine regularly for hearing on or prior to the final date for hearing dispositive motions. No leave to file under seal will be granted with

1 respect to motions in limine.

2 **7. Other Pretrial Matters**

3 a. Status Conferences. Any party desiring to confer with the Court may, upon notice  
4 to all other parties, arrange a conference through the Courtroom Deputy, Jean Davis, at 415-522-  
5 2077 or whocrd@cand.uscourts.gov.

6 b. Settlement Conferences. Parties wishing to arrange a settlement conference before  
7 another judge or magistrate judge may do so by contacting the Courtroom Deputy.

8 c. Daily Transcripts. Should a daily transcript and/or realtime reporting be desired,  
9 the parties shall make arrangements with Rick Duvall, Court Reporter Supervisor, at 415-522-  
10 2079 or Richard\_Duvall@cand.uscourts.gov, at least seven calendar days prior to the trial date.

11 **8. Trial Matters**

12 a. The normal trial schedule will be from 8:00 a.m. to 1:00 p.m. (or slightly longer to  
13 finish a witness) with two fifteen minute breaks. Trial is usually held from Monday through  
14 Friday.

15 b. Ordinarily, the Court will set fixed time limits for each side at the Final Pretrial  
16 Conference.

17 c. Expert witnesses are limited to the scope of their expert reports on direct  
18 examination. F.R.C.P. 26(a)(2) and 37(c).

19 d. Parties must meet and confer to exchange any visuals, graphics or exhibits to be  
20 used in opening statements. Unless otherwise agreed, the exchange must occur no later than  
21 Wednesday before the trial. Any objections not resolved must be filed in writing by Thursday  
22 before trial. The parties shall be available by telephone Friday before trial to discuss the issue  
23 raised with the Court.

24 e. The parties shall disclose the witnesses whom they will call at trial on any given  
25 day by at least 2:00 p.m. the court day before their testimony is expected. Failure to have a  
26 witness ready to proceed at trial will usually constitute resting.

27 f. The Court takes a photograph of each witness prior to the witness's testimony.

28 g. Other than a party or party representative, fact witnesses are excluded from the



United States District Court  
Northern District of California

1 courtroom until they are called to testify, and may not attend in the gallery until their testimony is  
2 complete.

3 h. The Court does not typically allow bench conferences. If there are matters that  
4 need to be raised with the Court outside the presence of the jury, the parties should raise them in  
5 the morning before trial or during recess. With advance notice, the Court is usually available at  
6 7:30 a.m. to address such matters.

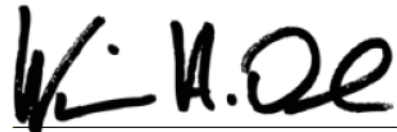
7 **9. Miscellaneous**

8 a. Please DO NOT call Chambers. If you need to contact the Courtroom Deputy,  
9 please call (415) 522-2077 and leave a message if the deputy is not available, or email  
10 whocrd@cand.uscourts.gov.

11 b. Copies. Each document filed or lodged with the Court must be accompanied by a  
12 three-hole punched copy for use in the Judge’s chambers. In addition, one copy of the witness and  
13 exhibit lists should be furnished to the court reporter.

14 **IT IS SO ORDERED.**

15 Dated: February 2017



William H. Orrick  
United States District Judge

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4 UNITED STATES DISTRICT COURT  
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10 **IT IS HEREBY ORDERED** that, pursuant to Fed.R.Civ.P. 16(b) and Civil L. R. 16-10, a  
11 Case Management Conference will be held in this case before the Honorable William H. Orrick on  
12 <<DATE>> at 2:00 p.m. in Courtroom 2, 17th Floor, 450 Golden Gate Avenue, San Francisco,  
13 California 94102. This conference shall be attended by lead trial counsel for parties who are  
14 represented. Parties who are proceeding without counsel must appear personally.  
15

16 **1. Case Management Conference Requirements**

- 17 a. Plaintiffs shall serve copies of this Order at once on all parties to this action, and on  
18 any parties subsequently joined, in accordance with the provisions of Fed.R.Civ.P.  
19 4 and 5. Following service, plaintiffs shall file a certificate of service with the Clerk  
20 of this Court.  
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22 b. Counsel are directed to confer in advance of the Case Management Conference.  
23 Not less than seven days before the conference, counsel shall file a joint case  
24 management statement in compliance with the Civil Local Rules and the Standing  
25 Order for All Judges of the Northern District of California. Failure to file a joint  
26 statement shall be accompanied by a signed declaration setting forth the grounds  
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for such failure. Failure to show good cause for such failure may subject the parties to sanctions.

- c. Each party shall be represented at the Case Management Conference by counsel prepared to address all of the matters referred to in this Order, and with authority to enter stipulations and make admissions pursuant to this Order.
- d. Any request to reschedule the above date should be made in writing, and by stipulation, if possible, not less than ten days before the conference date. Good cause must be shown.
- e. At the Case Management Conference the parties should be prepared to address and resolve the following: setting the date and the estimated length of the trial; setting the date for discovery cutoff; setting the date to designate experts and other witnesses; and setting the date for the pretrial conference.

**2. Telephonic Appearance Procedures for Case Management Conferences**

- a. Although the Court prefers in-person appearances, the Court allows attorneys whose offices are more than **thirty miles** from the Courthouse to appear for civil Case Management Conferences (only) by telephone. No motion or other formal request is required. Unless the parties propose a different procedure that the court authorizes, telephonic appearances are made through CourtCall, an independent conference-call company, pursuant to the procedures set forth in section 2b. If an individual schedules a telephonic appearance and then fails to respond to the call of a matter on calendar, the Court may pass the matter or may treat the failure to respond as a failure to appear. Scheduling simultaneous telephonic appearances in multiple courts does not excuse a failure to appear.
- b. SCHEDULING A TELEPHONIC APPEARANCE. Absent an emergency, telephone appearances should be arranged by calling CourtCall at (866) 582-6878



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no later than 3:00 p.m. the court day prior to the hearing date.

- c. PROCEDURE FOR TELEPHONIC APPEARANCE. Court Call will provide counsel with written confirmation of the telephonic appearance, and give counsel a number to call to make the telephonic appearance. It is counsel’s responsibility to dial into the call not later than 10 minutes prior to the scheduled hearing.

**CourtCall does not place a call to counsel.**

The initial charge per participant for a CourtCall appearance is \$30.00 for the first 45 minutes you are connected. For each additional 15-minute increment the charge is \$7.00. If you do not timely call and connect with the Court Call operator, you will be billed for the call, and the hearing may proceed in your absence.

Telephonic appearances are connected directly with the courtroom’s public address system and electronic recording equipment so that a normal record is produced. To ensure the quality of the record, the use of mobile phones, speakerphones, public telephone booths, or phones in other public places is discouraged except when completely unavoidable. Participants should be able to hear all parties without difficulty or echo.

At the time of your hearing, you may be in the listening mode initially, in which case you will be able to hear the case before yours just as if you were in the courtroom. After your call is connected to the courtroom, the Clerk will call the case and request appearances. Each time you speak, you should identify yourself for the record. The court's teleconferencing system allows more than one speaker to be heard; so the Judge can interrupt a speaker to ask a question or redirect the discussion. When the Judge informs the participants that the hearing is completed, you may disconnect, and the next case will be called.

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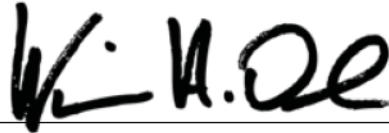
**3. Notice to Unrepresented (Pro Se) Parties in Non-Prisoner Cases**

- a. Parties representing themselves should visit the link titled “If You Don’t Have a Lawyer” on the Court’s homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court’s “Legal Help Center” for unrepresented parties. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street. To make an appointment for San Francisco or Oakland, call 415-782-8982.
  
- b. If you are representing yourself and you have not been granted leave to proceed *in forma pauperis* (IFP) by the Court, you must comply with the service requirements of Rule 4 of the Federal Rules of Civil Procedure, as set forth below. Failure to follow the procedures may result, under Rule 4(m), in dismissal of your case:
  - (i) It is your responsibility to obtain a valid summons from the clerk and to effect service of the summons and complaint on all defendants in accordance with Rule 4 of the Federal Rules of Civil Procedure. If you have named the United States government, a federal agency, a federal official or a federal employee as a defendant, you must comply with the special requirements of Rule 4(i).
  - (ii) Service may be affected by any person who is not a party and who is at least 18 years of age, which means that you, as a party, may not affect service. If service of the summons and complaint is not made upon a defendant within 90 days after the filing of the complaint, your action will, under Rule 4(m), be dismissed as to that defendant.
  - (iii) Within 95 days after the filing of the complaint, you must file proof of service indicating which defendants were served within the 90 days allowed under Rule 4(m) and showing, in accordance with Rule 4(i), how each of those

1 defendants was served (for example, by attaching appropriate certificates of  
2 service). You must also show cause why a defendant not served within the 90  
3 days allowed under Rule 4(m) should not be dismissed without prejudice.

4 (iv) Failure to do these things within the designated time will result in the dismissal  
5 of your case under Rule 4(m) and Rule 41(b).

6 Dated: January 2018



7  
8 William H. Orrick  
9 United States District Court Judge

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United States District Court  
Northern District of California



(Effective 1/2018)

## **JUDGE ORRICK'S STANDING ORDER FOR CIVIL CASES**

### **1. Conformity to Rules**

Parties shall follow the Federal Rules of Civil Procedure, the Civil Local Rules, and the General Orders of the Northern District of California, except as superseded by this Court's Standing Orders.

### **2. Communication with the Court**

Unless otherwise authorized, parties shall not attempt to make *ex parte* contact with the Judge or his Chambers staff by telephone, facsimile, letter, or any other means but may contact Judge Orrick's Courtroom Deputy, Jean Davis, at [whocrd@cand.uscourts.gov](mailto:whocrd@cand.uscourts.gov) or 415-522-2077 with appropriate inquiries.

### **3. Scheduling**

Civil Law and Motion Calendar is generally conducted on Wednesdays at 2:00 p.m. in Courtroom 2 on the 17th floor.

Civil Case Management Conferences are generally conducted on Tuesdays at 2:00 p.m. in Courtroom 2 on the 17th floor. See Judge Orrick's Standing Case Management Conference Order for information on telephonic appearances for CMCs.

Pretrial Conferences are generally conducted on Mondays at 2:00 p.m. in Courtroom 12 on the 19th floor.

Counsel need not reserve motion hearing dates, but should check Judge Orrick's calendar (at [www.cand.uscourts.gov](http://www.cand.uscourts.gov) under "Calendar" and "Judges' Weekly Calendars") or contact his Courtroom Deputy to determine the next available law and motion calendar date. Motions may be reset as the Court's calendar requires. The order of call on each calendar will be determined by the Court.

### **4. Discovery Disputes**

In the event of a discovery dispute, lead trial counsel for the parties shall meet and confer in person, or, if counsel are located outside the Bay Area, by telephone, to attempt to resolve their dispute informally. A mere exchange of letters, e-mails, telephone calls, or facsimile transmissions does not satisfy the requirement to meet and confer.

If, after a good faith effort, the parties have not resolved their dispute, they shall prepare a concise joint statement of five pages or less, stating the nature and status of their dispute, and certifying that they have met the meet-and-confer requirement. Absent an order of this Court, parties shall not file affidavits or exhibits, other than copies of the written requests for discovery and the answers or objections thereto.

If a joint statement is not possible, each side may submit a brief individual statement of two pages or less. In addition to the certification of compliance with the meet-and-confer requirement, the individual statement shall include an explanation of why a joint statement was not possible. The joint statement or individual statements shall be filed or e-filed, if in an e-filing case, and courtesy copies submitted as provided by the Civil Local Rules.

The Court will advise the parties of the need, if any, for more formal briefing or a hearing, pursuant to Civil Local Rule 7-1(b). The Court may also elect to refer the matter to a magistrate judge or special master. If a magistrate judge is assigned to a case for discovery, that judge shall handle any future discovery disputes in that case and the parties shall comply with the procedures set by that judge for discovery.

(Effective 1/2018)

**5. Courtesy Copies**

All courtesy copies must be three-hole punched at the left margin. All courtesy copies of e-filed documents must bear the ECF stamp (case number, document number, date and page number) on the top of each page. Exhibits to motions or declarations shall be tabbed and numbered or lettered. Motions and briefs that are more than 50 pages in length, including exhibits, shall be submitted to chambers in binders. Courtesy copies are not required for certificates and proofs of service, notices of appearance, certificates of interested parties, and ADR certifications.

**6. Summary Judgment Motions**

Parties are limited to filing one motion for summary judgment. Any party wishing to exceed this limit must request leave of Court.

**7. Class Action Settlements.** Counsel are reminded to review and comply with the Northern District's Procedural Guidance for Class Action Settlements available on the Court's website at [www.cand.uscourts.gov/ClassActionSettlementGuidance](http://www.cand.uscourts.gov/ClassActionSettlementGuidance).

**8. Service of Standing Order**

Plaintiff (or in the case of removed cases, any removing defendant) is directed to serve copies of all Judge Orrick Standing Orders at once upon all parties to the action, and upon those subsequently joined, in accordance with the provisions of Federal Rules of Civil Procedure 4 and 5 and to file with the Clerk of Court a certificate reflecting such service, in accordance with Civil Local Rule 5-5(a).

**9. Unrepresented (Pro Se) Parties**

Parties representing themselves should visit the link titled "If You Don't Have a Lawyer" on the Court's homepage, [www.cand.uscourts.gov](http://www.cand.uscourts.gov). The link discusses the Court's "Legal Help Center" for unrepresented parties. The Legal Help Center can be reached at 415-782-8982. In San Francisco, the Legal Help Center is located on the 15th Floor, Room 2796, of the courthouse at 450 Golden Gate Avenue. In Oakland, the Legal Help Center is located on the 4th Floor, Room 470S, of the courthouse at 1301 Clay Street.

**IT IS SO ORDERED.**

Dated: 1/18/2018

A handwritten signature in black ink, appearing to read "W. H. Orrick", written over a horizontal line.

William H. Orrick  
United States District Judge



(Effective 3/2018)

**JUDGE ORRICK'S STANDING ORDER ON**  
**ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL**

Any party seeking to file material under seal must comply with this Order and Civil Local Rule 79-5. The party that has designated material as confidential also must file a declaration in support of sealing that rebuts the strong presumption in favor of public access that applies to all documents other than grand jury transcripts and pre-indictment warrant materials. *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

**A. Administrative Motions to File Under Seal**

Administrative motions to file materials under seal must contain the following information, presented in the following sequence:

1. A statement certifying that the filing party has reviewed and complied with this Order.
2. A statement certifying that the filing party has reviewed and complied with Civil Local Rule 79-5.
3. An identification of each document, documents, or portions of documents proposed to be sealed or redacted.
4. A statement identifying the entity that has designated the materials to be sealed as confidential. If a party seeks to seal numerous documents, the party shall provide a chart identifying the entity that designated each document as confidential.
5. A statement identifying the basis for sealing each document or portion of a document. If a party seeks to seal numerous documents, the party shall provide a chart identifying the basis for sealing each document or portion of a document. If the portions of documents sought to be sealed are voluminous, the Court will consider a single statement covering multiple documents if the basis for sealing those materials is the same.
6. All other materials required by the Local Rule, including courtesy copies in the correct format. *See CIVIL L.R. 79-5(d)*.

**B. Justification for Filing Under Seal**

The following requirements apply to the Administrative Motion and/or declaration filed by the entity that has designated the material as confidential.

The party seeking to seal the material must establish that the following requirements are met:

1. The document or document portion sought to be sealed is “privileged, protectable as a trade secret or otherwise entitled to protection under the law.” CIVIL L.R. 79-5(b). Supporting declarations must “articulate [ ] reasons supported by specific factual findings” to warrant sealing. *Kamakana*, 447 F.3d at 1178. Note that “[r]eference to a stipulation or protective order that allows a party to designate certain documents as confidential is not sufficient to establish that a document, or portions thereof, are sealable.” CIVIL L.R. 79-5(d)(1)(A). Conclusory assertions of harm are also insufficient.
2. The “strong presumption of access to judicial records” is rebutted under the appropriate legal standard, i.e., the “good cause” or “compelling reasons” standard. The standard that



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applies depends on whether the underlying motion at issue “is more than tangentially related to the merits of a case.” *Ctr. for Auto Safety v. Chrysler Group, LLC*, 809 F.3d 1092, 1101 (9th Cir. 2016). The Administrative Motion or declaration must identify the appropriate standard and articulate why the materials to be sealed satisfy that standard. “The mere fact that the production of records may lead to a litigant’s embarrassment, incrimination, or exposure to further litigation will not, without more, compel the court to seal its records.” *Kamakana*, 447 F.3d at 1179.

3. The request is “narrowly tailored to seek sealing only of sealable material” and does not indiscriminately seek to seal documents or portions of documents which do not contain sealable material. CIVIL L.R. 79-5(b).

#### **C. Proposed Orders and Service**


1. Proposed Orders must identify with specificity each document, documents, or portions of documents proposed to be sealed or redacted in compliance with Civil Local Rule 79-5(d)(1)(B). If a party seeks to seal numerous documents, the Proposed Order should include a chart identifying each document or portion of a document sought to be sealed and the justification for each proposed sealing.
2. Electronic copies of proposed orders must be sent in Word format to [whopo@cand.uscourts.gov](mailto:whopo@cand.uscourts.gov).
3. The filing party must serve the above items, this Order, and a copy of Civil Local Rule 79-5 upon (i) any party who is not on ECF, and (ii) any non-party that has designated as confidential any material to be sealed. The filing party must then file a certificate of service to confirm that it has complied.

#### **D. E-filing**

1. For instructions on how to e-file the Administrative Motion to File Under Seal, see the directions on the Court’s homepage at <http://cand.uscourts.gov/ecf/underseal>.
2. If the document sought to be filed under seal is a motion (for example, a motion to dismiss, a motion for summary judgment), counsel shall e-file, separately from the contents and attachments of the Administrative Motion to File Under Seal discussed above, a redacted version of the Motion. That separate filing will allow counsel to select a hearing date for the substantive Motion.

**FAILURE TO COMPLY WITH THIS STANDING ORDER AND THE LOCAL RULES MAY RESULT IN SUMMARY DENIAL OF ADMINISTRATIVE MOTIONS TO FILE UNDER SEAL.**

Dated: March 23, 2018

  
\_\_\_\_\_  
William H. Orrick  
United States District Judge

# Exhibit I



Browse

- About
- Brand
- Advertise
- Partners
- Jobs
- Security
- Platforms
- Music
- Help
- Developers
- Blog
- Extensions
- Students

Legal

- Terms of Service**
- Privacy Policy
- Community Guidelines
- DMCA Guidelines
- Trademark Policy
- Privacy Choices
- Trademark Guidelines
- Terms of Sale
- Developer Agreement
- Affiliate Program Agreement
- Supplemental Fees Statement
- Ad Choices
- Bits Acceptable Use Policy
- Cookie Policy
- Photosensitive Seizure Warning
- Events Code Of Conduct

Languages

last modified on 04/16/2019

## Terms of Service

1. Introduction, Your Agreement to these Terms of Service
2. Use of Twitch by Minors and Blocked Persons
3. Privacy Policy
4. Account
5. Use of Devices and Services
6. Modification of these Terms of Service
7. License
8. User Content
9. Prohibited Conduct
10. Respecting Copyright
11. Trademarks
12. Third Party Content
13. Idea Submission
14. Termination
15. Disputes
16. Miscellaneous
17. Requests for Information and How to Serve a Subpoena
18. Twitch Slings

### 1. Introduction; Your Agreement to these Terms of Service.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY THIS IS A BINDING CONTRACT. Welcome to the services operated by Twitch Interactive, Inc. (with its affiliates, "Twitch") consisting of the website available at <http://www.twitch.tv>, and its network of websites, software applications, or any other products or services offered by Twitch (the "Twitch Services"). Other services offered by Twitch may be subject to separate terms.

When using the Twitch Services, you will be subject to Twitch's Privacy Policy, Twitch's Community Guidelines, and you be subject to additional guidelines or rules that are posted on the Twitch Services or made available to you, or applicable to specific services and features that are disclosed to you in connection with such services. Twitch may also offer certain paid services, which are subject to the Twitch Terms of Sale as well as any additional terms or conditions that are disclosed to you in connection with such services. All such terms and guidelines (the "Guidelines") are incorporated into these Terms of Service by reference.

The Terms of Service apply whether you are a user that registers an account with the Twitch Services or an unregistered user. You agree that by clicking "Sign Up" or otherwise registering, downloading, accessing or using the Twitch Services, you are entering into a legally binding agreement between you and Twitch regarding your use of the Twitch Services. You acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms of Service, do not access or otherwise use any of the Twitch Services.

When using or opening an account with Twitch on behalf of a company, entity, or organization (collectively, "Subscribing Organization"), you represent and warrant that you: (i) are an authorized representative of that Subscribing Organization with the authority to bind that organization to these Terms of Service and grant the licenses set forth herein; and (ii) agree to these Terms of Service on behalf of such Subscribing Organization.

### 2. Use of Twitch by Minors and Blocked Persons

The Twitch Services are not available to persons under the age of 13. If you are between the ages of 13 and 18 (or between 13 and the age of legal majority in your jurisdiction of residence), you may only use the Twitch Services under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Service.

The Twitch Services are also not available to any users previously removed from the Twitch Services by Twitch. Finally, the Twitch Services are not available to any persons barred from receiving them under the laws of the United States (such as its export and re-export restrictions and regulations) or applicable laws in any other jurisdiction.

BY DOWNLOADING, INSTALLING, OR OTHERWISE USING THE TWITCH SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 13 YEARS OF AGE, THAT YOUR PARENT OR LEGAL GUARDIAN AGREES TO BE BOUND BY THESE TERMS OF SERVICE IF YOU ARE BETWEEN 13 AND THE AGE OF LEGAL MAJORITY IN YOUR JURISDICTION OF RESIDENCE, AND THAT YOU HAVE NOT BEEN PREVIOUSLY REMOVED FROM OR PROHIBITED FROM RECEIVING THE TWITCH SERVICES.

### 3. Privacy Policy

Your privacy is important to Twitch. Please see our Privacy Policy for information relating to how we collect, use, and disclose your personal information, and Privacy Choices on how you can manage your online privacy when you use the Twitch Services.

### 4. Account

#### a. Account and Password

In order to open an account, you will be asked to provide us with certain information such as an account name and password.

You are solely responsible for maintaining the confidentiality of your account and password, for restricting access to your computer, and for all activities that occur under your account or password. Please make sure the information you provide to Twitch upon registration and at all other times is true, accurate, current, and complete to the best of your knowledge.

Unless expressly permitted in writing by Twitch, you may not sell, rent, lease, share or provide access to your account to anyone else, including without limitation charging anyone for access to administrative rights on your account. Twitch reserves all available legal rights and remedies to prevent unauthorized use of the Twitch Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

#### b. Third Party Accounts

Twitch may permit you to register for and log on to the Twitch Services via certain third party services. The third party's collection, use and disclosure of your information will be subject to that third party service's privacy policy. Further information about how Twitch collects, uses and discloses your personal information when you link your Twitch account and with your account on any third party service can be found in our Privacy Policy.

### 5. Use of Devices and Services

Access to the Twitch Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You are responsible for any Internet connection or mobile fees and charges that you incur when accessing the Twitch Services.

### 6. Modification of these Terms of Service

Twitch may amend any of the terms of these Terms of Service by posting the terms. Your continued use of the Twitch Services after the effective date of the revised Terms of Service constitutes your acceptance of the terms.

### 7. License

The Twitch Services are owned and operated by Twitch. Unless otherwise indicated, all content, information, and other materials on the Twitch Services (excluding User Content, set out in Section 8 below), including, without limitation, Twitch's trademarks and logos, the visual interfaces, graphics, design, compilation, information, software, computer code (including source code or object code), services, text, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, the "Materials") are protected by relevant intellectual property and proprietary rights and laws. All Materials contained on the Twitch Services are the property of Twitch or its subsidiaries or affiliated companies and/or third-party licensors. Unless otherwise expressly stated in writing by Twitch, by agreeing to these Terms of Service you are granted a limited, non-exclusive license (i.e., a non-transferable, non-assignable, non-sublicensable, non-exclusive license) to access and use the Twitch Services for your personal use as a limited business use.



Тwitch reserves all rights not expressly granted in these Terms of Service. This license is subject to these Terms of Service and does not permit you to engage in any of the following: (a) resale or commercial use of the Twitch Services or the Materials; (b) distribution, public performance or public display of any Materials; (c) modifying or otherwise making any derivative uses of the Twitch Services or the Materials, or any portion of them; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (except page caching) of any portion of the Twitch Services, the Materials, or any information contained in them, except as expressly permitted on the Twitch Services; or (f) any use of the Twitch Services or the Materials except for their intended purposes. Any use of the Twitch Services or the Materials except as specifically authorized in these Terms of Service, without the prior written permission of Twitch, is strictly prohibited and may violate intellectual property rights or other laws. Unless explicitly stated in these Terms of Service, nothing in them shall be interpreted as conferring any license to intellectual property rights, whether by estoppel, implication or other legal principles. Twitch can terminate this license at any time, without notice, including where we reasonably consider that: (a) your use of the Twitch Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Twitch Services; or (c) we are unable to continue providing the Twitch Services to you due to technical or legitimate business reasons.

**8. User Content**

Twitch allows users to distribute streaming live and pre-recorded audio-visual works, to use services, such as chat, bulletin boards, forum postings, wiki contributions, voice interactive services, and to participate in other activities in which you may create, post, transmit, perform, or store content, messages, text, sound, images, applications, code or other data or materials on the Twitch Services ("User Content")

**a. License to Twitch**

(i) Unless otherwise agreed to in a written agreement between you and Twitch that was signed by an authorized representative of Twitch, if you submit, transmit, display, perform, post or store User Content using the Twitch Services, you grant Twitch and its sublicensees, to the fullest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licensable, nonexclusive, and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (including without limitation for promoting and redistributing part or all of the Twitch Services (and derivative works thereof)) in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Twitch and its sub-licensees are allowed to use them to the extent indicated in these Terms of Service.

(ii) With respect to User Content known as "add-ons", "maps", "mods", or other types of projects submitted through CurseForge.com or related sites ("Submitted Projects"), the rights granted by you hereunder terminate once you remove or delete such Submitted Projects from the Twitch Services. You also acknowledge that Twitch may retain, but not display, distribute, or perform, server copies of Submitted Projects that have been removed or deleted.

(iii) With respect to streaming live and pre-recorded audio-visual works, the rights granted by you hereunder terminate once you delete such User Content from the Twitch Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Twitch Services and others copied or stored portions of the User Content (e.g., made a Clip), (b) Twitch used it for promotional purposes; and (c) for the reasonable time it takes to remove from backup and other systems.

**b. User Content Representations and Warranties**

You are solely responsible for your User Content and the consequences of posting or publishing it. You represent, and warrant that: (1) you are the creator and owner of the User Content or otherwise have sufficient rights and authority to grant the rights granted herein; (2) your User Content does not and will not (a) infringe, violate, or misappropriate any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right or (b) defame any other person; (3) your User Content does not contain any viruses, adware, spyware, worms, or other harmful or malicious code; and (4) unless you have received prior written authorization, your User Content specifically does not contain any pre-release or non-public beta software or game content or any confidential information of Twitch or third parties. Twitch reserves all rights and remedies against any users who breach these representations and warranties.

**c. Content is Uploaded at Your Own Risk**

Twitch uses reasonable security measures in order to attempt to protect User Content against unauthorized copying and distribution. However, Twitch does not guarantee that any unauthorized copying, use or distribution of User Content by third parties will not take place. To the fullest extent permitted by applicable law, you hereby agree that Twitch shall not be liable for any unauthorized copying, use or distribution of User Content by third parties and release and forever waive any claims you may have against Twitch for any such unauthorized copying or usage of the User Content, under any theory. THE SECURITY MEASURES TO PROTECT USER CONTENT USED BY TWITCH HEREIN ARE PROVIDED AND USED "AS-IS" AND WITH NO WARRANTIES, GUARANTEES, CONDITIONS, ASSURANCES OR OTHER TERMS THAT SUCH SECURITY MEASURES WILL WITHSTAND ATTEMPTS TO EVADE SECURITY MECHANISMS OR THAT THERE WILL BE NO CRACKS, DISABLEMENTS OR OTHER CIRCUMVENTION OF SUCH SECURITY MEASURES.

**d. Promotions**

Users may promote, administer, or conduct a promotion (a contest or sweepstakes) on, through or utilizing the Twitch Services (a "Promotion"). If you choose to promote, administer or conduct a Promotion, you must adhere to the following rules: (i) You may carry out Promotions to the extent permitted by applicable law and you are solely responsible for ensuring that any Promotions comply with any and all applicable laws, obligations, and restrictions. (ii) You will be classified as the promoter of your Promotion in the applicable jurisdiction(s) and you will be solely responsible for all aspects of and expenses related to your Promotion, including, without limitation, the execution, administration, and operation of the Promotion; drafting and posting any official rules; selecting winners; issuing prizes; and obtaining all necessary third-party permissions and approvals, including, without limitation, filing any and all necessary registrations and bonds. Twitch has the right to remove your Promotion from the Twitch Services if Twitch reasonably believes that your Promotion does not comply with the Terms of Service or applicable law. (iii) Twitch is not responsible for and does not endorse or support any such Promotions. You may not indicate that Twitch is a sponsor or co-sponsor of the Promotion. (iv) You will display or read out the following when a Promotion is connection with your Promotion: "This is a promotion by [Your Name]. Twitch does not sponsor or endorse [Your Name]'s promotion and is not responsible for this promotion".

**e. Endorsements/Testimonials**

You agree that your User Content will comply with the FTC's Guidelines Concerning the Use of Testimonials and Endorsements in Advertising, the FTC's .com Disclosures Guide, the FTC's Native Advertising Guidelines, and any other guidelines issued by the FTC from time to time ("FTC Guidelines"), as well as any other advertising guidelines required under applicable law. For example, if you have been paid or provided with free products in exchange for discussing or promoting a product or service through the Twitch Services, or if you are an employee of a company and you decide to discuss or promote that company's products or services through the Twitch Services, you agree to comply with the FTC Guidelines' requirements for disclosing such relationships. You, and not Twitch, are solely responsible for any endorsements or testimonials you make regarding any product or service through the Twitch Services.

**9. Prohibited Conduct**

YOU AGREE NOT TO violate any law, contract, intellectual property or other third-party right or commit a tort, and that you are solely responsible for your conduct while on the Twitch Services.

You agree that you will comply with these Terms of Service and Twitch's Community Guidelines and will not:

- i. create, upload, transmit, distribute, or store any content that is inaccurate, unlawful, infringing, defamatory, obscene, pornographic, invasive of privacy or publicity rights, harassing, threatening, abusive, inflammatory, or otherwise objectionable;
- ii. impersonate any person or entity, falsely claim an affiliation with any person or entity, or access the Twitch Services accounts of others without permission, forge another person's digital signature, misrepresent the source, identity, or content of information transmitted via the Twitch Services, or perform any other similar fraudulent activity;
- iii. make unsolicited offers, advertisements, proposals, or send junk mail or spam to users of the Twitch Services, including, without limitation, unsolicited advertising, promotional materials, or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, petitions for signatures, or any of the preceding things related to promotional giveaways (such as raffles and contests), and other similar activities;
- iv. harvest or collect the email addresses or other contact information of other users from the Twitch Services;
- v. defame, harass, abuse, threaten or defraud users of the Twitch Services, or collect, or attempt to collect, personal information about users or third parties without their consent;
- vi. remove, circumvent, disable, damage or otherwise interfere with security-related features of the Twitch Services or User Content, features that prevent or restrict use or copying of any content accessible through the Twitch Services, features that enforce limitations on the use of the Twitch Services or User Content, or delete the copyright or other proprietary rights notices on the Twitch Services or User Content;
- vii. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Twitch Services or any part thereof, except and only to the extent that this activity is expressly permitted by the law of your jurisdiction or residence;
- viii. modify, adapt, translate or create derivative works based upon the Twitch Services or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation;
- ix. interfere with or damage operation of the Twitch Services or any user's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious code;
- x. relay email from a third party's mail servers without the permission of that third party;
- xi. access any website, server, software application, or other computer resource owned, used and/or licensed by Twitch, including but not limited to



the Twitch Services, by means of any robot, spider, scraper, crawler or other automated means for any purpose, or bypass any measures Twitch may use to prevent or restrict access to any website, server, software application, or other computer resource owned, used and/or licensed Twitch, including but not limited to the Twitch Services;

xii. manipulate identifiers in order to disguise the origin of any User Content transmitted through the Twitch Services;

xiii. interfere with or disrupt the Twitch Services or servers or networks connected to the Twitch Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Twitch Services, use the Twitch Services in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Twitch Services, or that could damage, disable, overburden or impair the functioning of the Twitch Services in any manner;

xiv. use or attempt to use another user's account without authorization from that user and Twitch;

xv. attempt to circumvent any content filtering techniques we employ, or attempt to access any service or area of the Twitch Services that you are not authorized to access;

xvi. attempt to indicate in any manner that you have a relationship with us or that we have endorsed you or any products or services for any purpose; and

xvii. use the Twitch Services for any illegal purpose, or in violation of any local, state, national, or international law or regulation, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy.

Twitch takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Twitch liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter when using the Twitch Services. Your use of the Twitch Services is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Twitch Services will not contain any content that is prohibited by such rules.

Twitch is not liable for any statements or representations included in User Content. Twitch does not endorse any User Content, opinion, recommendation, or advice expressed therein, and Twitch expressly disclaims any and all liability in connection with User Content. To the fullest extent permitted by applicable law, Twitch reserves the right to remove, screen or edit any User Content posted or stored on the Twitch Services at any time and without notice, including where such User Content violates these Terms of Service or applicable law, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Twitch Services at your sole cost and expense. Any use of the Twitch Services in violation of the foregoing violates these Terms of Service and may result in, among other things, termination or suspension of your rights to use the Twitch Services.

**10. Respecting Copyright**

Twitch respects the intellectual property of others and follows the requirements set forth in the Digital Millennium Copyright Act ("DMCA") and other applicable laws. If you are a copyright owner or agent thereof and believe that content posted on the Twitch Services infringes upon your copyright, please submit a notice following our DMCA Guidelines, which include further information about our policies, what to include in your notice, and where to submit your notice.

**11. Trademarks**

TWITCH, the Twitch logos, CURSE, the Curse logos, and any other product or service name, logo, or slogan used by Twitch, and the look and feel of the Twitch Services, including all page headers, custom graphics, button icons and scripts, are trademarks or trade dress of Twitch, and may not be used in whole or in part in connection with any product or service that is not Twitch's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Twitch, without our prior written permission. Any use of these trademarks must be in accordance with any guidelines that Twitch may provide you from time to time.

All other trademarks referenced in the Twitch Services are the property of their respective owners. Reference on the Twitch Services to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.

**12. Third Party Content**

In addition to the User Content, Twitch may provide other third party content on the Twitch Services (collectively the "Third-Party Content"). Twitch does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third-Party Content, update, or monitor it. Therefore we are not responsible for any Third-Party Content on the Twitch Services.

You are responsible for deciding if you want to access or use third party websites or applications that link from the Twitch Services ("Reference Sites"). Twitch does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Twitch Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.

**13. Idea Submission**

By submitting ideas, suggestions, documents, and/or proposals ("Submissions") to Twitch or its employees, you acknowledge and agree that Twitch shall be entitled to use or disclose such Submissions for any purpose in any way without providing compensation or credit to you.

**14. Termination**

To the fullest extent permitted by applicable law, Twitch reserves the right, without notice and in our sole discretion, to terminate your license to use the Twitch Services (including to post User Content), and to block or prevent your future access to and use of the Twitch Services, including where we reasonably consider that: (a) your use of the Twitch Services violates these Terms of Service or applicable law; (b) you fraudulently use or misuse the Twitch Services; or (c) we are unable to continue providing the Twitch Services to you due to technical or legitimate business reasons. This includes the ability to terminate or to suspend your access to any purchased products or services, including any subscriptions, Twitch Prime or Turbo accounts. To the fullest extent permitted by applicable law, your only remedy with respect to any dissatisfaction with (i) the Twitch Services, (ii) any term of these Terms of Service, (iii) any policy or practice of Twitch in operating the Twitch Services, or (iv) any content or information transmitted through the Twitch Services, is to terminate your account and to discontinue use of any and all parts of the Twitch Services.

**15. Disputes**

a. Indemnification

You agree to indemnify, defend, and hold harmless Twitch, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Twitch Services, any User Content you post, store or otherwise transmit in or through the Twitch Services, your violation of the rights of any third party, any violation by you of these Terms of Service, or any breach of the representations, warranties, and covenants made by you herein. Twitch reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Twitch, and you agree to cooperate with Twitch's defense of these claims. Twitch will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it. The foregoing indemnity includes, without limitation, any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your Promotions or User Content.

b. Disclaimers; No Warranties

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) THE TWITCH SERVICES AND THE CONTENT AND MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY TWITCH; (B) TWITCH, AND ITS AFFILIATES, PARTNERS, AND SUPPLIERS ('TWITCH PARTIES') DISCLAIM ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE TWITCH SERVICES, INCLUDING ANY INFORMATION, CONTENT OR MATERIALS CONTAINED THEREIN; (C) TWITCH DOES NOT REPRESENT OR WARRANT THAT CONTENT OR MATERIALS ON THE TWITCH SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE; (D) TWITCH IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO TEXT OR PHOTOGRAPHY; AND (E) WHILE TWITCH ATTEMPTS TO MAKE YOUR ACCESS AND USE OF THE TWITCH SERVICES SAFE, TWITCH CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE TWITCH SERVICES OR OUR SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, AND THEREFORE, YOU SHOULD USE INDUSTRY-RECOGNIZED SOFTWARE TO DETECT AND DISINFECT VIRUSES FROM ANY DOWNLOAD, NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TWITCH OR THROUGH THE TWITCH SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 15, THE TERM 'TWITCH' INCLUDES TWITCH'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS AND SUBCONTRACTORS.

c. Limitation of Liability and Damages

i. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT SHALL TWITCH OR THE TWITCH PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE TWITCH SERVICES, THE CONTENT OR THE MATERIALS, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM TWITCH, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR



TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO TWITCH'S RECORDS, PROGRAMS OR SERVICES; AND (B) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TWITCH, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE TWITCH SERVICES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE TWITCH SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OR ONE HUNDRED DOLLARS, WHICHEVER IS GREATER.

ii. Reference Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY REFERENCE SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN TWITCH AND RECEIVED THROUGH OR ADVERTISED ON THE TWITCH SERVICES OR RECEIVED THROUGH ANY REFERENCE SITES.

iii. Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT TWITCH HAS OFFERED THE TWITCH SERVICES, USER CONTENT, MATERIALS AND OTHER CONTENT AND INFORMATION, SET ITS PRICES, AND ENTERED INTO THESE TERMS OF SERVICE IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND TWITCH, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND TWITCH. TWITCH WOULD NOT BE ABLE TO PROVIDE THE TWITCH SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

d. Applicable Law and Venue

(i) To the fullest extent permitted by applicable law, you and Twitch agree that if you are a Subscribing Organization or a consumer resident of a jurisdiction other than those in (ii) below, the following governing law and arbitration provision applies:

PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE DISPUTES WITH TWITCH AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TWITCH.

You and Twitch agree to arbitrate any dispute arising from these Terms of Service or your use of the Twitch Services, except that you and Twitch are not required to arbitrate any dispute in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. You and Twitch agree that you will notify each other in writing of any dispute within thirty (30) days of when it arises. Notice to Twitch shall be sent to Twitch Interactive, Inc., Attn: Legal, 350 Bush Street, 2nd Floor, San Francisco, CA 94104. You and Twitch further agree: to attempt informal resolution prior to any demand for arbitration; that any arbitration will occur in Santa Clara County, California; that arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of JAMS; and that the state or federal courts in Santa Clara County, California have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available in court. Any dispute between the parties will be governed by this Agreement and the laws of the State of California and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction. Whether the dispute is heard in arbitration or in court, you and Twitch will not commence against the other a class action, class arbitration or other representative action or proceeding.

(ii) If you are a resident in any jurisdiction in which the provision in the section above is found to be unenforceable, then the following shall apply:

Any disputes, claims or causes of action arising out of or in connection with these Terms of Service will be governed by and construed under the laws of the jurisdiction of your residence.

Any disputes, claims or causes of action arising out of or in connection with these Terms of Service shall be resolved by competent civil courts within your jurisdiction of residence.

e. Claims

YOU AND TWITCH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE TWITCH SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

16. Miscellaneous

a. Waiver

If we fail to exercise or enforce any right or provision of these Terms of Service, it will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms of Service will be effective only if in writing and signed by the relevant party.

b. Severability

If any provision of these Terms of Service or any Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms of Service to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

c. Assignment

These Terms of Service and related Guidelines, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Twitch without restriction. Any assignment attempted to be made in violation of this Terms of Service shall be void.

d. Survival

Upon termination of these Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 7, 8, 11, 12, and 15-17.

e. Entire Agreement

The Terms of Service, together with the Terms of Sale, the Privacy Policy and the Guidelines, is the entire agreement between you and Twitch relating to the subject matter herein and will not be modified except in writing, signed or otherwise agreed to by both parties, or by a change to these Terms of Service or Guidelines made by Twitch as set forth in Section 6 above.

17. Requests for Information and How to Serve a Subpoena

All requests for information or documents related to potential, anticipated or current legal proceedings, investigations or disputes, or for third party user information, from any Twitch Service must be made using the appropriate level of legal process, and must be properly served on Twitch via the Corporation Service Company (CSC), Twitch's national registered agent. Please find below the California address for CSC (the CSC office in your jurisdiction may be located through the Secretary of State's website):

Twitch Interactive, Inc.  
c/o Corporation Service Company  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833.

Please note that Twitch does not accept such requests for information or documents, or service of process, via e-mail or fax and will not respond to such requests. All requests must include the information you may have that will help us identify the relevant records (particularly, the Twitch Service at issue, e.g. www.twitch.tv, and the username at issue, e.g. the Twitch username: http://www.twitch.tv/username), the specific information requested, and its relationship to your investigation. Please also note that limiting your request to the relevant records (e.g. a limited time period) will facilitate efficient processing of your request.

The Twitch Services are offered by Twitch Interactive, Inc., located at: 350 Bush Street, 2nd Floor, San Francisco, CA 94104 and email: help@twitch.tv. If you are a California resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.

18. Specific Terms for Twitch Sings

Twitch Sings ("Twitch Sings"), which is part of the Twitch Services, is a free-to-play singing game and streamer tool, available on PC, iOS, and Android. It allows anyone to sing rights-cleared music privately or live on their personal Twitch channel, and to create and share VODs with users of Twitch and other users of Twitch Sings. All game activity can be streamed to Twitch without any additional software.

Sing a song start to finish, perform a duet, or go live within a concert setting to hundreds of cheering fans. Bonus: if you use the Twitch Sings feature that allows you to live stream your performance to Twitch, emotes from chat will rise from the audience, while follows, cheers and subscription notices are highlighted with alerts and in-concert effects.

Before you stage dive on top of screaming fans, several guidelines:

- Sing the song lyrics as displayed in the app or, when song lyrics are not displayed, to the best of your knowledge;
- Avoid altering the fundamental character of any song included in Twitch Sings; and
- Behave (in rock parlance: don't trash the hotel room). Conduct yourself in accordance with the Community Guidelines and these Terms of Service.

To make available musical works from a variety of artists within Twitch Sings (from rock to pop), Twitch negotiated licenses with many different rights holders and continues to do so in order to add new musical tracks. The licenses granted to Twitch allow Twitch to use the works, and offer them to



Annotate image

you for use, solely in connection with Twitch Sings and the Twitch Services. Twitch Sings content has not been cleared for use outside the Twitch Services. What this means is that, in your new rock-n-roll lifestyle, do not:

- make unauthorized use of the copyrighted elements of a Twitch Sings song (including the use of the story of a song in another creative work);
- assert copyright ownership of the songs (or any arrangements of the songs) provided in Twitch Sings; or
- use your performance from Twitch Sings outside the Twitch Services, with the exception that you can use the YouTube exporter tool offered on Twitch. However, you may not exercise any rights to claim or monetize any exported content, or block, dispute, interfere with, or suppress any attempts by a music rights holder (such as a music publisher who controls the song you recorded) to claim or monetize the exported content.

Doing any of the above may subject you to a notice of alleged infringement from rights holders and their agents.

Last, we want to alert you to the fact that music rights tend to evolve over time. Thus, we reserve the right to modify or remove certain songs or other content from Twitch Sings at any time (for example, as necessary to comply with our music licenses or with applicable laws). This may mean that Twitch will be required to take down previously recorded performances. Twitch takes no responsibility and assumes no liability in connection with your use of Twitch Sings.



ABOUT  
 CAREERS  
 BLOG  
 PRESS

BRAND  
 DEVELOPERS  
 PLATFORMS  
 PRIME

BITS  
 EXTENSIONS  
 ADVERTISE  
 MUSIC

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TERMS OF SERVICE · PRIVACY POLICY · AD CHOICES · COOKIE POLICY · PARTNERS · AFFILIATES · LANGUAGES

# Exhibit J

**EXHIBIT A**

1. All basic subscriber information for the Discord user account WideHardo #6615, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

2. All basic subscriber information for the Discord user account GTL #8042, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

3. All basic subscriber information for the Discord user account Skel #4267, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

4. All basic subscriber information for the Discord user account Skel #1175, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any



temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

5. All basic subscriber information for the Discord user account Elundis (active in server number 585980929831600138 from at least 6/6/2019 at 1:30 to 6/6/2019 at 11:37), including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

6. All basic subscriber information for the Discord user account Pepaga (active in server number 585980929831600138 from at least 6/10/2019 at 12:29 to 6/10/2019 at 13:41 and in server number 583216242131730432 on or about 5/29/2019), including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

7. All documents and information relating to or regarding the opening of; any payment methods associated with; any IP addresses and/or logs associated with; and any user lists for the following Discord servers:

585980929831600138  
583216242131730432  
588140586956226565  
582392244875689994  
582430029829636097  
583023804595437599  
582461142522396683  
523031973191614503

472168448718274563

8. Documents and information sufficient to identify a name, physical address, telephone number, email address, and any other personal identifying information associated with the owners, creators, and/or moderators of the following Discord servers:

585980929831600138  
583216242131730432  
588140586956226565  
582392244875689994  
582430029829636097  
583023804595437599  
582461142522396683  
523031973191614503  
472168448718274563

# Exhibit K



**EXHIBIT A**

1. All basic subscriber information for the Google account skelthade@gmail.com, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

2. All basic subscriber information for the Google account ganggangchef@gmail.com, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account state date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

# Exhibit L

**EXHIBIT A**

1. All basic subscriber information for the Twitter account

<https://twitter.com/skeltaly>, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account start date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.

2. All basic subscriber information for the Twitter account

<https://twitter.com/TwitchToS>, including the account holder's name; physical address; email address; secondary or recovery email address; records of session times and duration including logs of IP addresses; length of service including the account start date; any other subscriber number or identity including any temporarily assigned network address; and means and source of payment, including any credit card or bank account numbers.



# Exhibit M

**EXHIBIT A**

1. All documents sufficient to identify a name, physical address, telephone number, email address, and any other personal identifying information for; payment methods used by; type of device used for access; and transaction logs involving the subscriber associated with the following IP addresses at the listed dates and times:

IP Address	Date & Time
71.187.4.167	6/12/2018 20:53:29
71.125.69.18	5/27/2019 17:31 5/26/2019 18:51 5/27/2019 22:47 5/27/2019 22:58 5/27/2019 22:47 5/27/2019 22:49 5/26/2019 16:41 5/26/2019 18:41 5/26/2019 17:53 5/27/2019 22:58 5/26/2019 18:24 5/26/2019 18:25 5/26/2019 22:34 5/27/2019 22:59 5/27/2019 22:51 5/26/2019 17:40 5/27/2019 22:51 5/26/2019 22:25

IP Address	Date & Time
	5/27/2019 22:58 5/26/2019 17:12 5/27/2019 22:47 5/26/2019 17:19 5/26/2019 22:04 5/26/2019 22:05 5/26/2019 18:21 5/27/2019 18:01 5/26/2019 18:07 5/30/2019 8:56 5/26/2019 18:03 5/26/2019 17:25 5/26/2019 18:45
108.51.234.121	5/28/2019 13:00 6/1/2019 16:30 5/28/2019 13:15 5/28/2019 14:52 6/1/2019 18:44 6/10/2019 18:06 6/6/2019 19:58 5/28/2019 13:46 5/29/2019 16:54 5/29/2019 17:17 5/29/2019 16:49



IP Address	Date & Time
	5/28/2019 14:24 5/29/2019 16:34 5/28/2019 14:40 5/29/2019 13:42 5/28/2019 15:06 5/29/2019 12:46 5/28/2019 16:10 5/30/2019 14:34 5/29/2019 13:14
71.125.92.153	5/30/2019 15:55 5/30/2019 15:56 5/30/2019 15:56 5/30/2019 15:55 5/30/2019 15:56 5/30/2019 15:55 5/30/2019 15:56 5/30/2019 15:58 5/30/2019 15:55 5/30/2019 15:56 5/30/2019 15:56 5/30/2019 15:55 5/30/2019 15:55 5/30/2019 15:56 5/30/2019 15:55

IP Address	Date & Time
	5/30/2019 15:56 5/30/2019 15:58 5/30/2019 15:56 5/30/2019 15:59 5/30/2019 15:56 5/30/2019 15:59
71.187.4.45	5/31/2019 0:23 5/31/2019 0:23 6/2/2019 22:08 6/2/2019 22:08 5/31/2019 0:22 5/31/2019 0:23 6/2/2019 22:09 6/4/2019 10:49 5/31/2019 0:23 5/31/2019 0:24 5/31/2019 0:23 6/6/2019 2:10 6/1/2019 1:39 6/2/2019 22:09 5/31/2019 0:22 5/31/2019 0:23 6/2/2019 22:09 6/4/2019 10:50

IP Address	Date & Time
	<p>6/2/2019 22:08</p> <p>5/31/2019 0:23</p> <p>5/31/2019 0:24</p> <p>5/30/2019 23:36</p> <p>6/2/2019 22:08</p> <p>5/31/2019 0:23</p> <p>5/31/2019 0:24</p> <p>5/31/2019 0:22</p> <p>5/31/2019 0:23</p> <p>5/31/2019 0:23</p> <p>5/31/2019 0:23</p> <p>6/2/2019 22:09</p> <p>5/31/2019 0:21</p> <p>6/2/2019 22:09</p> <p>6/2/2019 22:08</p> <p>5/31/2019 0:27</p>
72.82.63.112	<p>5/27/2019 8:34</p> <p>5/26/2019 22:01</p> <p>5/26/2019 13:38</p> <p>5/26/2019 13:38</p> <p>5/26/2019 13:15</p> <p>5/29/2019 12:49</p> <p>5/30/2019 14:26</p>