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UNITED STATES DISTRICT COURT

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NORTHERN DISTRICT OF CALIFORNIA

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11 X CORP., a Nevada corporation,

Case No.

12 Plaintiff,

COMPLAINT FOR:

13 v.

(1) BREACH OF CONTRACT

14 CENTER FOR COUNTERING DIGITAL
HATE, INC., a Washington, D.C. non-profit
15 corporation; CENTER FOR COUNTERING
DIGITAL HATE LTD., a British non-profit
16 organization; and DOES 1 through 50,
17 inclusive,

**(2) VIOLATION OF THE COMPUTER
FRAUD AND ABUSE ACT**

18 Defendants.

**(3) INTENTIONAL INTERFERENCE
WITH CONTRACTUAL
RELATIONS; AND**

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**(4) INDUCING BREACH OF
CONTRACT**

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DEMAND FOR JURY TRIAL

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INTRODUCTION

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2 1. Defendants Center for Countering Digital Hate, Inc. (“**CCDH US**”) and Center
3 for Countering Digital Hate Ltd. (“**CCDH UK**,” collectively “**CCDH**”) -- activist organizations
4 masquerading as research agencies, funded and supported by unknown organizations,
5 individuals and potentially even foreign governments with ties to legacy media companies --
6 have embarked on a scare campaign to drive away advertisers from the X platform. CCDH has
7 done this by engaging in a series of unlawful acts designed to improperly gain access to
8 protected X Corp. data, needed by CCDH so that it could cherry-pick from the hundreds of
9 millions of posts made each day on X and falsely claim it had statistical support showing the
10 platform is overwhelmed with harmful content.

11 2. CCDH intentionally and unlawfully accessed data it sought regarding the X
12 platform in two ways. CCDH US, as a registered user of X, scraped data from X’s platform in
13 violation of the express terms of its agreement with X Corp. CCDH also convinced an unknown
14 third party -- in violation of that third party’s contractual obligations -- to improperly share login
15 credentials to a secured database that CCDH then accessed, and retrieved information from, on
16 multiple occasions without authorization. CCDH, in turn, selectively quoted data it obtained via
17 those methods. It did so out of context in public reports and articles it prepared to make it
18 appear as if X is overwhelmed by harmful content, and then used that contrived narrative to call
19 for companies to stop advertising on X.

20 3. CCDH’s underhanded conduct is nothing new. It has a history of using similar
21 tactics not for the goal of combating hate, but rather to censor a wide range of viewpoints on
22 social media with which it disagrees. CCDH’s efforts often rely on obtaining and intentionally
23 mischaracterizing data in “research” reports it prepares to make it appear as if a few specific
24 users (often media organizations and high profile individuals) are overwhelming social media
25 platforms with content that CCDH deems harmful. CCDH uses those reports to demand that
26 platform providers kick the targeted users off of their platforms, thus silencing their viewpoints
27 on broadly debated topics such as COVID-19 vaccines, reproductive healthcare, and climate
28 change. In this manner, CCDH seeks to prevent public dialogue and the public’s access to free

1 expression in favor of an ideological echo chamber that conforms to CCDH’s favored
2 viewpoints.

3 4. CCDH’s methodologies in preparing its “research” reports have been widely
4 criticized as “flawed” for using inappropriately small sample sizes and quoting data out of
5 context, and CCDH has been accused of using those methodologies to create “faulty narratives”
6 about the type and volume of harmful content on platforms. CCDH nonetheless continues to
7 prepare its incorrect reports and articles, including those against X Corp., in efforts to silence
8 users it disagrees with on topics of public debate, and now to cause serious financial harm to X
9 Corp.

10 5. In direct response to CCDH’s efforts, some companies have paused their
11 advertising spend on X. CCDH’s unlawful conduct as alleged herein has directly and
12 proximately damaged X Corp. in an amount to be proven at trial, but in any event at least tens of
13 millions of dollars that X Corp. estimates it has lost in advertising revenues and other costs
14 incurred. More fundamentally still, CCDH’s scare campaign to global advertisers and its on-
15 going pressure on brands is an attempt to stifle freedom of speech on the X platform.

16 6. X Corp. brings this lawsuit to vindicate its rights against CCDH, as well as any
17 presently unknown supporters and funders who have, among other things, directed, instructed,
18 acted as agents of or in concert with, and/or who have participated in meaningful ways in
19 CCDH’s unlawful conduct as alleged herein. As below, the identities of such supporters and
20 funders of CCDH, which has been referred to by a United States Senator as a “[f]oreign dark
21 money group,” are presently unknown, but X Corp. has named Doe Defendants and will amend
22 the Complaint to assert their true names and capacities once they are ascertained through
23 discovery.

24 **PARTIES**

25 7. Plaintiff X Corp. is a corporation organized and existing under the laws of the
26 State of Nevada, with its principal place of business in San Francisco, California. X Corp. is
27 successor in interest to Twitter, Inc. X Corp. provides the X service (“X,” formerly referred to
28 as Twitter). X is a real-time, open, public conversation platform, where people can see every

1 side of a topic, discover news, share their perspectives, and engage in discussion and debate. X
 2 allows people to create, distribute, and discover content and has democratized content creation
 3 and distribution. X allows users to create and share ideas and information instantly through
 4 various product features, including public posts.

5 8. Defendant CCDH US is a non-profit corporation organized and existing under
 6 the laws of Washington, D.C., with its principal place of business in Washington, D.C. CCDH
 7 US is a user of X. It created an account on the platform in 2019, and currently has the handle
 8 @CCDHate, accessible at <https://twitter.com/CCDHate>:



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 17 9. Defendant CCDH UK is a non-profit organization formed under English law and
 18 headquartered in London. X Corp. is informed and believes, and on that basis alleges, that
 19 CCDH US and CCDH UK are affiliated corporate entities, work together in a coordinated
 20 fashion, including on matters alleged herein, and even share the same CEO, Imran Ahmed.

21 10. CCDH and DOES 1 through 50 (collectively, “**Defendants**”) are responsible for
 22 the harm caused. All of them knew, or should have known, that CCDH US’s breach of contract
 23 with X Corp., and its unlawful efforts to gain access to data from X Corp. -- which CCDH then
 24 selectively quoted out of context to facilitate its demands for companies to stop advertising on X
 25 -- would cause financial harm to X Corp.

26 11. Defendants were in some manner responsible for the acts alleged herein and the
 27 harm, losses and damages suffered by X Corp. as alleged herein. X Corp. is informed and
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1 believes, and on that basis alleges, that while participating in such acts, each Defendant was the
2 agent, alter ego, conspirator, and aider and abettor of the other Defendants and was acting in the
3 course and scope of such agency and/or acted with the permission, consent, authorization or
4 ratification of the other Defendants.

5 12. Defendants, Does 1 through 50, inclusive, are sued herein under fictitious names.
6 Their true names and capacities are unknown to X Corp. at this time. When their true names
7 and capacities are ascertained, X Corp. will amend this Complaint by asserting their true names
8 and capacities herein.

9 JURISDICTION AND VENUE

10 13. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1332(a),
11 as there is complete diversity between the Parties and the amount in controversy exceeds
12 \$75,000. This Court also has jurisdiction over this proceeding under 28 U.S.C. §§ 1331 and
13 1367(a), as this Complaint asserts a claim arising under the laws of the United States and the
14 remaining claims asserted by X Corp. form part of the same case or controversy under Article
15 III of the United States Constitution.

16 14. Venue is proper in this judicial district pursuant to 28 U.S.C. §1391(b) because a
17 substantial part of the acts, events, and omissions giving rise to X Corp.'s claims occurred in
18 this judicial district, and because X Corp. and CCDH US agreed in their contract that "[a]ll
19 disputes related to these Terms or the Services will be brought solely in the federal or state
20 courts located in San Francisco County, California, United States."

21 COMMON FACTUAL ALLEGATIONS

22 **I. CCDH Advocates for Internet Censorship**

23 15. CCDH has a history of advocating for censorship on the internet. One of
24 CCDH's tactics in this regard is to prepare and publish what it refers to as "research" reports
25 and articles. Those reports and articles openly target organizations and individuals -- including
26 publishers, current and former politicians, and political commentators -- who express viewpoints
27 via social media platforms that differ from CCDH's own views on widely debated topics,
28 including COVID-19 vaccinations, reproductive healthcare, and climate change. CCDH makes

1 these materials publicly available and free.

2 16. CCDH prepares its “research” reports and articles using flawed methodologies to
3 advance incorrect, misleading narratives. CCDH’s methodologies use, for example,
4 inappropriately small and cherry-picked, non-randomized data samples that focus on only the
5 social media accounts of organizations and people expressing viewpoints contrary to CCDH’s
6 own views. They also use rudimentary tactics like labeling as “hate speech” content that merely
7 does not conform to CCDH’s ideological views, and counting the number of mentions of
8 selectively chosen keywords on a platform while ignoring the context in which those words
9 were mentioned. CCDH’s reports and articles do not include meaningful discussion or analysis
10 of the billions of posts that comport with CCDH’s viewpoints. As such, they fail to include
11 context that shows the true breadth and totality of viewpoints that participate in open discussion
12 on social media platforms regarding topics covered in CCDH’s reports and articles. And in
13 measuring the reach of certain content, CCDH’s reports and articles ignore an industry-standard
14 metric referred to as “impressions,” which reflects the total number of times a piece of content
15 has been seen, and represents the total exposure it has received. CCDH’s methodologies thus
16 would assign the same weight to a post viewed by only one user as to a post seen by hundreds of
17 millions of users.

18 17. Using its flawed “research” methodologies, CCDH prepares and publishes its
19 “research” reports and articles to create the incorrect narrative that certain viewpoints, which
20 CCDH deems wrong and harmful, are rampant on social media platforms, and that the targeted
21 organizations and people who do not share CCDH’s views are responsible for the majority of
22 that content. CCDH’s reports and articles then call for social media platforms, including X, to
23 remove those organization’s and people’s accounts entirely, i.e., “de-platforming,” to silence
24 their speech.

25 18. CCDH’s reports and articles, coupled with its demands to entirely remove certain
26 users from platforms, are transparent efforts to censor viewpoints that CCDH disagrees with,
27 and reveal CCDH’s goal of leaving on the platforms only viewpoints that CCDH supports.
28 CCDH’s reports and articles, to this end, seek to present an extremely distorted picture of what

1 is actually being discussed and debated, and seek to undermine platforms serving as digital town
2 squares, where a wide range of beliefs can and should be debated in a healthy manner.

3 19. CCDH, for example, published a report on March 24, 2021, titled “The
4 Disinformation Dozen,” targeting twelve high-profile individuals known for opposing COVID
5 vaccines and pro-vaccination messaging. This report is publicly accessible on CCDH’s website
6 at <https://counterhate.com/research/the-disinformation-dozen/>. The report concludes that “[j]ust
7 twelve anti-vaxxers are responsible for almost two-thirds of anti-vaccine content circulating on
8 social media platforms,” and that platforms should kick those specific users off of social media
9 entirely, thus removing them from the digital town square and censoring their viewpoints. As
10 stated by the report’s “key findings,” “[d]e-platforming repeat offenders is the most effective
11 way of stopping the proliferation of dangerous misinformation.”

12 20. That report was criticized by at least one of the major social media platforms it
13 purportedly analyzed for creating a “faulty narrative” without “any evidence” to support its
14 conclusion. According to that platform provider, CCDH’s report relied on a small sample size
15 that did not properly represent the volume of content that people had shared about COVID
16 vaccines in the preceding months.

17 21. On November 2, 2021, CCDH engaged in similar tactics in a report called “The
18 Toxic Ten,” claiming that ten specific publishers critical of climate change theories were
19 responsible for 69% of interactions with climate change denial content on social media
20 platforms, and that those publishers, funded by advertising revenues, “creat[e] the sense that
21 there is a more extensive debate than there really is.” This report is publicly accessible on
22 CCDH’s website at <https://counterhate.com/research/the-toxic-ten/>.

23 22. CCDH’s November 2, 2021 report was criticized by a major social media
24 platform it mentioned, calling the methodology “flawed” for (again) focusing on a very small
25 sample size that was not representative of the hundreds of millions of pieces of content that
26 people were sharing on the platform on the topic of climate change more generally.

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1 **II. CCDH Engages in Unlawful Conduct to Target X Corp. as Part of CCDH's**
2 **Campaigns to Censor Contrary Viewpoints and to Financially Harm X Corp.**

3 23. Within the last year, CCDH has used similar schemes to repeatedly create faulty
4 narratives regarding X Corp. and the X service, with the express goal of seeking to harm X
5 Corp.'s business by driving advertisers away from the platform. To enable and facilitate those
6 efforts, CCDH has engaged in a series of unlawful acts to secure data regarding X that CCDH
7 could then mischaracterize in its reports and articles alongside calls for companies not to
8 advertise on X.

9 24. As set forth in detail below, CCDH, on several occasions since at least March
10 2021, has intentionally sought and obtained unauthorized access to data sets regarding X that
11 were provided by X Corp. to Runtime Collective Ltd., T/A Brandwatch ("**Brandwatch**")
12 pursuant to written agreements. Those data sets were and are accessible only via secure login
13 credentials that Defendants (except for the third party who is included as a Doe Defendant and
14 improperly shared its login credentials with CCDH) were never authorized to have. CCDH, in
15 turn, and on at least two occasions after accessing that data without authorization, quoted the
16 unlawfully accessed data incompletely and out of context to create unsubstantiated and incorrect
17 assertions about the presence of hate speech on X.

18 25. CCDH, as a registered user of the X service, also breached its agreement with X
19 Corp., i.e., the Terms of Service ("**ToS**"), which expressly prohibit "scraping" without X's
20 "prior consent." CCDH's February 9, 2023 report admits to scraping X to obtain data for the
21 report, in which CCDH uses its manufactured and inaccurate narrative to openly call for
22 companies to not advertise on X, claiming they would otherwise be "bankrolling the spread of
23 hate and disinformation on Twitter."

24 **A. X Corp.'s Agreements With Brandwatch**

25 26. Brandwatch, a trusted partner of X, provides SaaS products that enable its
26 customers to conduct brand monitoring on social media, customer research on opinions and
27 trends, campaign planning and campaign effectiveness measurement, competitive analysis and
28 risk management, influencer identification and market research, and audience segmentation and

1 analysis.

2 27. X Corp. entered into a written contract with Brandwatch on May 1, 2020, titled
3 the “Master License Agreement” (the, “**2020 MLA**”).¹ Pursuant to that agreement, X Corp.
4 agreed that Brandwatch could access certain data regarding X, referred to as “Licensed
5 Materials” including Tweets (i.e., posts on the X platform), to enable Brandwatch’s customers
6 to use its SaaS products to analyze posts and X/Twitter users. Brandwatch’s products could
7 facilitate analysis of, for example, posts for features such as sentiment or topics, and users for
8 features such as influence or expertise. They could also analyze data at the aggregate level,
9 combining data points to show trends, themes, changes over time, segments, breakdowns, and
10 similar outputs. Brandwatch’s products could then display data to Brandwatch’s customers at
11 both the individual and aggregate level.

12 28. The 2020 MLA provides, among other things, that Brandwatch agrees that it will
13 “not attempt to (and will not allow others to): ... (c) copy, sell, lease, sublicense, distribute,
14 redistribute, syndicate, create derivative works of assign or otherwise transfer or provide access
15 to, in whole or in part, the Licensed Material to any third party.” It defines “Licensed Material”
16 as including “Twitter Content,” i.e., “any and all content, media, information and data (and
17 copies and derivative works thereof) made available to Customer through the Twitter
18 Technology or by other means authorized by Twitter.” The 2020 MLA also provides that
19 Brandwatch will keep “Twitter Content” secure.

20 29. On April 27, 2023, X Corp. and Brandwatch entered into a second written
21 agreement, titled the “Twitter Customer Order Form” (the “**2023 Order Form**,” together with
22 the 2020 MLA, the “**Brandwatch Agreements**”). The 2023 Order Form again governs X
23 Corp.’s provision of certain data to Brandwatch, to be used in connection with Brandwatch’s
24 SaaS products.

25 30. The 2023 Order Form, similar to the 2020 MLA, contains a provision providing

26 ¹ The 2020 MLA was signed by Twitter International Unlimited Company, a company organized and existing under
27 the laws of Ireland with its headquarters in Dublin (“**TIUC**”). TIUC is a subsidiary of X Corp., and the 2020 MLA
28 expressly provides that TIUC entered into the 2020 MLA “on behalf of itself and its affiliates,” collectively defined
as “Twitter.”

1 that Brandwatch will “not attempt to (and will not allow others to) copy, sell, lease, sublicense,
2 distribute, redistribute, syndicate, create derivative works of assign or otherwise transfer or
3 provide access to, in whole or in part, the Licensed Material to any third party.”² The 2023
4 Order Form also includes a list of Brandwatch’s “**Affiliates**” that agree to the terms of the
5 Brandwatch Agreement, and can thus access the data provided by X Corp. “solely through
6 [Brandwatch’s] accounts enabled by Twitter under the Agreement.” The 2023 Order Form
7 provides that “any breach of this Agreement by an Affiliate shall be deemed Your
8 [Brandwatch’s] breach, for which You and the applicable Affiliate(s) shall be responsible and
9 jointly and severally liable.”

10 31. The Brandwatch Agreements have governed access to the Licensed Materials via
11 Brandwatch’s SaaS products since 2020, including at all times relevant to the allegations in this
12 Complaint.

13 **B. CCDH Obtains Unauthorized Access to and Misuses Data Provided By X**
14 **Corp. Under the Brandwatch Agreement, and Also Breaches the ToS**

15 32. The data provided by X Corp. to Brandwatch, to be analyzed using Brandwatch’s
16 SaaS products, is compiled in a manner not publicly available. Only those with login
17 credentials provided by X and/or Brandwatch, including Brandwatch’s Affiliates and customers,
18 can access and analyze the data using Brandwatch’s SaaS products.

19 33. Twitter is informed and believes, and on that basis alleges, that none of the
20 Defendants (except for the third party who is included as Doe Defendant and improperly shared
21 its login credentials with CCDH) are or ever have been customers of Brandwatch, and have
22 never been provided with login credentials that would enable them to permissibly access the
23 data with authorization. None of the Defendants (again, except for the third party who
24 improperly shared its login credentials with CCDH) are or ever have been parties to the
25 Brandwatch Agreements. And neither X nor Brandwatch has ever consented, in any form or in
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27 ² The 2023 Order Form similarly defines “Licensed Material” similar to the 2020 Master License Agreement, i.e., as “Tweets,
28 Tweet IDs, Twitter end user profile information, and any other content of Twitter made available to you through Twitter
Technology or by any other means authorized by Twitter, and any copies and derivative works thereof.”

1 any way, to any of Defendants (except the third party who provided CCDH with its login
2 credentials and who is named as a Doe Defendant) the data that X Corp. provided to
3 Brandwatch under the Brandwatch Agreements.

4 34. In order to prepare and publish the so-called “research” reports and articles about
5 X, CCDH has -- since at least March 2011 -- necessarily obtained access to and accessed the
6 Licensed Materials improperly and without authorization. Indeed, CCDH has admitted as much,
7 citing Brandwatch—a platform it never had any right to access—as a source of its data in its
8 “research” reports, despite that data being accessible only to authorized users via login
9 credentials, which the CCDH was not. These actions were unknown to Brandwatch and to X
10 until recently.

11 35. X Corp. is informed and believes, and on that basis alleges, that CCDH knew at
12 all relevant times, and in any event no later than March 2021, that X Corp. and Brandwatch are
13 parties to the Brandwatch Agreements. CCDH knew at all relevant times that the Brandwatch
14 Agreements prohibit Brandwatch from allowing third parties to, among other things, access,
15 distribute, create derivative works from, or otherwise transfer the Licensed Materials. CCDH
16 further knew at all relevant times that only X Corp. and Brandwatch, as well as certain of
17 Brandwatch’s Affiliates and customers, were permissibly provided with login credentials to
18 access the secured Licensed Materials under the Brandwatch Agreements. CCDH knew that
19 neither it nor any of the other Defendants (except the third party who provided CCDH with its
20 login credentials and who is named as a Doe Defendant) was authorized to access the Licensed
21 Materials, except perhaps the unknown third party who provided CCD with its login credentials.

22 36. X Corp. is informed and believes, and on that basis alleges, that CCDH, knowing
23 these things, and knowing that it was unable to access the Licensed Materials it needed to
24 prepare its reports and articles with CCDH’s desired narratives, induced one of Brandwatch’s
25 customers, whose identity is presently unknown to X Corp., to provide CCDH with its login
26 credentials in violation of the Brandwatch Agreements. CCDH then impermissibly and without
27 authorization accessed the Licensed Materials on several occasions, and used limited, selective,
28 and incomplete data from that source (as well as from CCDH’s impermissible scraping of X)

1 that CCDH then presented out of context in a false and misleading manner in purported
2 “research” reports and articles as set forth herein.

3 **1. CCDH’s March 24, 2021 Report Admits to Accessing Data Provided**
4 **Under the Brandwatch Agreement**

5 37. As above, CCDH published a report on March 24, 2021, titled “Disinformation
6 Dozen,” claiming that “[j]ust twelve anti-vaxxers are responsible for almost two-thirds of anti-
7 vaccine content circulating on social media platforms,” including Twitter (now X). CCDH
8 admits in that report that it accessed data from X Corp. via Brandwatch, for use in its report.

9 38. CCDH’s March 24, 2021 report admits, in part, that “[w]e collected this sample
10 using Brandwatch, an enterprise social listening tool, to extract anti-vaccine tweets posted
11 between 1 February and 16 March 2021 based on text analysis. Retweets and quote tweets were
12 also extracted to discover which pieces of anti-vaccine content were shared most frequently.”

13 **2. CCDH’s November 10, 2022 Article Admits to Accessing Data**
14 **Provided Under the Brandwatch Agreement**

15 39. On November 10, 2022, CCDH published an article on its website, titled “Fact
16 check: Musk’s claim about a fall in hate speech doesn’t stand by to scrutiny”, publicly
17 accessible at [https://counterhate.com/blog/fact-check-musks-claim-about-a-fall-in-hate-speech-](https://counterhate.com/blog/fact-check-musks-claim-about-a-fall-in-hate-speech-doesnt-stand-up-to-scrutiny/)
18 [doesnt-stand-up-to-scrutiny/](https://counterhate.com/blog/fact-check-musks-claim-about-a-fall-in-hate-speech-doesnt-stand-up-to-scrutiny/). The article purports to assess, among other things, a claim by
19 Elon Musk that “hate speech declined to ‘below our prior norms.’” In doing so, CCDH
20 provides what it claims are statistics showing the number of posts and reposts “mentioning”
21 certain slurs during the week beginning October 31, 2022.

22 40. CCDH’s article claims the statistics refute statements from X Corp. executives
23 issued around the same time regarding hateful conduct, including a statement that X Corp. “not
24 only mitigated the recent surge in harmful behavior, but [has] reduced impressions on this
25 content in Search by ~95% relative to even prior baselines. We’re continuing our work to make
26 Twitter safer every day.” Even putting aside that CCDH’s flawed methodology -- e.g., that its
27 purported statistics in the November 10, 2022 article focus merely on the number of posts and
28 reposts containing certain terms and not the number of impressions for those pieces of content --

1 CCHD’s article admits that it obtained its data regarding content on X from Brandwatch’s
2 products.

3 41. CCHD’s November 10, 2022 article admits that CCDH analyzed “data from the
4 social media analytics tool Brandwatch,” and admits that its “methodology” includes “[d]ata
5 collected using Brandwatch, which includes original tweets, retweets and quote tweets.”

6 **3. CCDH’s November 10, 2022 Article Admits to Accessing Data**
7 **Provided Under the Brandwatch Agreement**

8 42. CCDH similarly obtained unauthorized access to the data that X Corp. provided
9 to Brandwatch under the Brandwatch Agreements to prepare a report issued on February 9,
10 2023, titled “Toxic Twitter,” publicly accessible on CCDH’s website at
11 <https://counterhate.com/research/toxic-twitter/>.

12 43. That report states that CCDH “is a US-headquartered international nonprofit
13 NGO.” It expressly calls for companies to stop advertising on X based on CCDH’s incorrect
14 implications in its report that hate speech viewed on X is on the rise, and its incorrect assertions
15 that X Corp. “doesn’t care about hate speech” and allows “accounts of homophobes,
16 misogynists, self-professed neo-Nazis, and conspiracy theorists because it’s highly profitable.”

17 44. Importantly, to obtain data that it needed for and mischaracterized in its February
18 9, 2023 report, CCDH again improperly accessed data that X Corp. provided to Brandwatch
19 under the Brandwatch Agreements. The February 9, 2023 report cites several data points for
20 which non-public Brandwatch sources are quoted. And yet again, CCDH was never provided
21 login credentials by Twitter or Brandwatch to lawfully access that data.

22 45. CCDH’s February 9, 2023 report also admits that CCDH breached the ToS to
23 obtain data included in the report.

24 46. Moreover, as a user of X, CCDH necessarily agreed to the ToS when it registered
25 to create an account. The ToS are, and at all relevant times, have been, accessible at
26 <https://twitter.com/en/tos>. At all times relevant to the allegations herein, the ToS prohibit
27 scraping data from X. Section 4 of the ToS, titled “Using the Services,” provides that “scraping
28 the Services without the prior consent of Twitter is expressly prohibited.”

1 47. CCDH’s February 9, 2023 report states that “[t]o gather tweets from each of the
2 ten reinstated accounts, [CCDH’s] researchers used the social media web-scraping tool
3 SNScrape, which utilizes Twitter’s search function to enable data collection.” X Corp. has
4 never given CCDH (or the creators of SNScrape) consent to scrape X.

5 48. Further, Twitter is informed and believes, and on that basis alleges, that CCDH
6 has impermissibly and unlawfully scraped X on multiple occasions since at least 2021 in
7 connection with preparing its reports and articles, in clear violation of the ToS to which CCDH
8 US agreed.

9 **4. Major Press Relies on CCDH’s Reports and Articles**

10 49. CCDH’s reports and articles, including its February 9, 2023 report and the
11 conclusions therein, have attracted attention in the press, with media outlets repeating CCDH’s
12 incorrect assertions that hate speech is increasing on X.

13 50. Recently, Bloomberg picked up CCDH’s purported “research” in an article
14 released on July 19, 2023. That article, titled “Twitter’s Surge in Harmful Content a Barrier to
15 Advertiser Return,” quoted CCDH’s Head of Research, Callum Hood, claiming that hate speech
16 is increasing on Twitter. The article went on to state that CCDH’s research claims, for example,
17 that “[d]uring the first three months of Musk’s tenure the rate of daily tweets containing slurs
18 against Black Americans more than tripled.” That Bloomberg article expressly recognizes that
19 CCDH acknowledges its “research” was conducted via “social media analysis tool
20 Brandwatch.”

21 51. Mr. Hood was also recently quoted in a Time article from July 19, 2023
22 discussing CCDH’s “research” about X Corp. and X. The Time article quotes Mr. Hood as
23 stating that “[Elon] Musk is not keeping his promises to advertisers, and their ads are appearing
24 next to really harmful content.”

25 52. This series of events prompted Brandwatch to post a public statement on X,
26 accessible at <https://twitter.com/Brandwatch/status/1682129059310862353>, clarifying that data
27 from CCDH’s report as cited in the press is “used out of context to make unsubstantiated
28 assertions about Twitter:”

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53. X Corp.’s CEO, Linda Yaccarino, likewise sought to correct the incorrect and misleading narrative from CCDH’s February 9, 2023 report, explaining in connection with a news article that relied on the report, that CCDH relies on “a collection of incorrect, misleading, and outdated metrics. . . . It also lacks extremely important context not to mention critical updates on our progress and actions.” That Tweet is available at <https://twitter.com/lindayaX/status/1681656761101479936>.

C. Doe Defendants’ Influence

54. Twitter is informed and believes, and on that basis alleges, that CCDH’s conduct as described herein is intended to do more than further CCDH’s own censorship efforts.

55. Twitter is informed and believes, and on that basis alleges, that CCDH is being supported by funding from X Corp.’s commercial competitors, as well as government entities and their affiliates. Indeed, in connection with its “Disinformation Dozen” report discussed above, one United States Senator referred to CCDH as “[a] foreign dark money group.” Other articles have claimed that CCDH is, in part, funded and supported by foreign organizations and entities whose directors, trustees, and other decision-makers are affiliated with legacy media organizations.

56. Twitter is informed and believes, and on that basis alleges, that CCDH is acting, as alleged herein, with the intent to inflict significant financial harm on X Corp., including at the behest of and in concert with funders, supporters, and other entities. CCDH is, on information

1 and belief, acting in the course and scope of such agency and/or acting with the permission,
2 consent, authorization or ratification of these unknown funders, supporters, and other entities,
3 who are aware of and knowingly participating in the unlawful conduct alleged herein, with the
4 intent to financially harm X Corp.

5 57. X Corp. currently lacks sufficient information to include the identities these
6 entities, organizations, and persons in this Complaint. When their true names and capacities are
7 confirmed through discovery, X Corp. will amend this Complaint by asserting their true names
8 and capacities herein.

9 **III. X Corp. Has Been Harmed By CCDH's Wrongful Conduct**

10 58. CCDH widely disseminates its articles and "research" reports for free, often
11 alongside requests for donations and subscribers. Those materials prepared by CCDH about X
12 Corp. are all enabled by CCDH's wrongful conduct in unlawfully gathering data via scraping
13 and via, but unbeknownst to, Brandwatch, which CCDH has then distorted to prepare its
14 "research." CCDH's reports and articles could not have been prepared and disseminated but-for
15 CCDH's unlawful scraping and unauthorized access to data via Brandwatch.

16 59. Those reports and articles have, in turn, caused significant financial harm to X
17 Corp., including via lost advertising revenues.

18 60. CCDH's reports and articles, enabled by CCDH's unlawful conduct, have been
19 viewed by companies that advertise on social media platforms, including X. A number of
20 companies who advertised on X on an ongoing basis immediately paused spending for
21 advertising on X after viewing CCDH's "research" reports and articles. X Corp. is aware of at
22 least eight such specific organizations and companies, including large, multinational
23 corporations that have historically run paid advertising on X, that in June and July 2023
24 immediately paused their advertising spend on X based on CCDH's reports and articles.

25 61. Separate companies, again including large multinational corporations that were
26 planning on running future campaigns, have likewise paused those plans in reaction to seeing
27 CCDH's "research" reports and articles discussing X Corp. as alleged herein. X Corp. is aware
28 of at least five such specific companies that, as of November 2022, paused their plans for future

1 advertising spend on X based on CCDH’s reports and articles.

2 62. Still other companies similar to those above have identified CCDH’s “research”
3 reports and articles as creating barriers to reactivating their paid advertising campaigns on X. X
4 Corp. is aware of three such companies.

5 63. Based on the historical spend of the companies and organizations that have
6 paused paid advertising and/or paused plans for future paid advertising, X Corp. estimates that it
7 has lost at least tens of millions of dollars in lost revenues as of the date of this Complaint, with
8 those amounts subject to increasing as time goes on. Defendants’ and CCDH’s breach of the
9 ToS and unauthorized access to data via Brandwatch are a but-for and proximate cause of these
10 lost revenues, as CCDH’s conduct to obtain that data (which it then distorted) was necessary for
11 CCDH to make its allegations against X Corp. and X regarding hate speech and other types of
12 content on X.

13 64. X Corp. has further incurred additional losses caused by CCDH’s unauthorized
14 access to data via Brandwatch. Among other things, X Corp. has conducted internal
15 investigations in efforts to ascertain the nature and scope of CCDH’s unauthorized access to the
16 data, has allocated significant employee resources and time to participate and assist in those
17 investigations, and has incurred attorneys’ fees and other costs in aid of those investigations and
18 in enforcing the relevant agreements, all of which were reasonably incurred in responding to
19 CCDH’s offense and/or conducting a damage assessment. These additional losses far exceed
20 \$5,000 and, as of the date of this Complaint, are in excess of tens of thousands of dollars and
21 will continue to increase.

22 65. Most fundamentally, X Corp. has been harmed in its mission to provide its users
23 with a platform in which topics of paramount public concern can be discussed and debated free
24 from the censorship efforts of activist organizations advancing narrow ideological agendas
25 through deceitful means.

26 **FIRST CAUSE OF ACTION**

27 **(Breach of Contract – Against CCDH US)**

28 66. X Corp. hereby realleges and incorporates the allegations in paragraphs 1

1 through 65, as though fully set forth herein.

2 67. X Corp. and CCDH US are parties to the ToS.

3 68. Section 4 of the ToS, titled “Using the Services,” provides that “scraping the
4 Services without the prior consent of Twitter is expressly prohibited.”

5 69. At all relevant times, X Corp. fully performed its obligations under the ToS.

6 70. CCDH US, however, breached the ToS by scraping X. As CCDH US admits in
7 the February 9, 2023 report, “[t]o gather tweets from each of the ten reinstated accounts,
8 [CCDH’s] researchers used the social media web-scraping tool SNScrape, which utilizes
9 Twitter’s search function to enable data collection.” X Corp. is further informed and believes,
10 and on that basis alleges, that CCDH US scraped X on numerous occasions, including before
11 preparing its February 9, 2023 report discussed herein. X Corp. has never given CCDH US, or
12 any of the Defendants, consent to scrape X.

13 71. CCDH, in turn, mischaracterized the data it obtained by unlawfully scraping in
14 its reports and articles, in efforts to claim X is overwhelmed with harmful conduct, and support
15 CCDH’s call to companies to stop advertising on X. Indeed, CCDH engaged in its unlawful
16 scraping with the intent to improperly obtain data that would be used to cause X Corp. to lose
17 significant advertising revenues. As a direct and proximate result of CCDH US’s breaches of the
18 ToS in scraping X, X Corp. has suffered monetary and other damages in the amount of at least
19 tens of millions of dollars, which amount is in excess of the jurisdictional minimum of this
20 Court, subject to proof of a greater amount of damages at the time of trial.

21 72. As a direct and proximate result of CCDH US’s breaches of the ToS in scraping
22 X, X Corp. has suffered monetary and other damages in the amount of at least tens of millions
23 of dollars, which amount is in excess of the jurisdictional minimum of this Court, subject to
24 proof of a greater amount of damages at the time of trial.

25 **SECOND CAUSE OF ACTION**

26 **(Breach of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 – Against All**
27 **Defendants)**

28 73. X Corp. hereby realleges and incorporates the allegations in paragraphs 1

1 through 72, as though fully set forth herein.

2 74. X Corp. brings this action under 18 U.S.C. § 1030(g) allowing any injured person
3 to maintain a civil action against the violator of 18 U.S.C. § 1030(g) (the “CFAA”).

4 75. Defendants, except for the third party who provided CCDH with its login
5 credentials, have violated the CFAA by knowingly, and with intent to defraud X Corp.,
6 accessing a protected computer, without authorization, and by means of such conduct furthered
7 the fraud and obtained one or more things of value.

8 76. X Corp. provided non-public data to Brandwatch under the Brandwatch
9 Agreements. That data was then stored on a protected computer, as defined under 18 U.S.C. §
10 1030(e)(2). The data was accessible to only those with login credentials, including Twitter,
11 Brandwatch, Brandwatch Affiliates, and certain Brandwatch customers.

12 77. Defendants (except for the third party who is included as a Doe Defendant and
13 improperly shared its login credentials with CCDH) were never validly given login credentials
14 to access the data provided under the Brandwatch Agreements. Those Defendants nonetheless,
15 knowing the data was secured pursuant to the Brandwatch Agreements and that those
16 Defendants did not have authorization to access it, convinced an unknown third party, who is
17 likely a Brandwatch customer, to share its login credentials with the remaining Defendants.
18 Those Defendants then accessed that data without authorization, as admitted in CCDH’s reports
19 and articles discussed above, in furtherance of obtaining data regarding X that those Defendants
20 could mischaracterize as part of its campaign to call on companies to stop advertising on X.

21 78. X has suffered loss as a result of these violations, including, without limitation,
22 amounts expended attempting to conduct internal investigations in efforts to ascertain the nature
23 and scope of CCDH’s unauthorized access to the data, significant employee resources and time
24 to participate and assist in those investigations, and attorneys’ fees in aid of those investigations
25 and in enforcing the relevant agreements. These losses amount to well over \$5,000 aggregated
26 over a one-year period.

27 79. Pursuant to 8 U.S.C. § 1030(g), X Corp. is entitled to recover its losses and
28 obtain injunctive relief prohibiting those Defendants from further violations of the CFAA and to

1 prohibit those Defendants from using the data they obtained by accessing the data without
2 authorization.

3 **THIRD CAUSE OF ACTION**

4 **(Intentional Interference with Contractual Relations – Against All Defendants)**

5 80. X Corp. hereby realleges and incorporates the allegations in paragraphs 1
6 through 79, as though fully set forth herein.

7 81. X Corp. and Brandwatch are parties to the Brandwatch Agreements.

8 82. Defendants knew about the Brandwatch Agreements. In particular, on
9 information and belief, Defendants knew that Brandwatch had access to X Corp. data that
10 Defendants sought. Defendants knew that, except for the third party who is included as a Doe
11 Defendant and improperly shared its login credentials with CCDH, they could not access that
12 data because they did not have login credentials to access that data. Those Defendants knew,
13 based on their experience in purporting to analyze data associated with social media platforms
14 (including via Brandwatch's tools as stated in CCDH's reports and articles) that for Brandwatch
15 to have access to X Corp. data for its SaaS products to analyze, X Corp. must have contracts
16 with Brandwatch, and that Brandwatch would be prohibited under the terms of the Brandwatch
17 Agreements from providing access to unauthorized parties, or allowing any unauthorized parties
18 to access that data.

19 83. Defendants were aware of the harm to X Corp. that would result from
20 Defendants accessing the data provided to Brandwatch under the Brandwatch Agreements.
21 Indeed, Defendants intended to cause that harm. They intended to obtain access to the data,
22 without authorization, by using someone else's login credentials. They intended to
23 mischaracterize the data regarding X in the various reports and articles discussed above, to
24 support Defendants' demands for companies to stop advertising on X. They intended that, in
25 direct response to their conduct, advertisers would stop advertising on X.

26 84. Defendants' conduct prevented Brandwatch from performing under the
27 Brandwatch Agreements. Brandwatch failed to secure the data from X Corp. according to the
28 terms of the agreements. As a direct and proximate result of Defendants intentionally

1 interfering with the Brandwatch Agreements as alleged herein, X Corp. has suffered monetary
2 and other damages of at least tens of millions of dollars, which amount is in excess of the
3 jurisdictional minimum of this Court, subject to proof of a greater amount of damages at the
4 time of trial.

5 **FOURTH CAUSE OF ACTION**

6 **(Inducing Breach of Contract – Against All Defendants)**

7 85. X Corp. hereby realleges and incorporates the allegations in paragraphs 1
8 through 84, as though fully set forth herein.

9 86. X Corp. and Brandwatch are parties to the Brandwatch Agreements.

10 87. Defendants knew about the Brandwatch Agreements. In particular, on
11 information and belief, Defendants knew that Brandwatch had access to X Corp. data that
12 Defendants sought. Defendants knew that, except for the third party who is included as a Doe
13 Defendant and improperly shared its login credentials with CCDH, they could not access that
14 data because they did not have login credentials to access that data. Those Defendants knew,
15 based on their experience in purporting to analyze data associated with social media platforms
16 (including via Brandwatch’s tools as stated in CCDH’s reports and articles) that for Brandwatch
17 to have access to X Corp. data for its SaaS products to analyze, X Corp. must have contracts
18 with Brandwatch, and that Brandwatch would be prohibited under the terms of the Brandwatch
19 Agreements from providing access to unauthorized parties, or allowing any unauthorized parties
20 to access that data.

21 88. Defendants intended to cause Brandwatch to breach the Brandwatch Agreements.
22 Defendants, except for the third party who is included as a Doe Defendant and improperly
23 shared its login credentials with CCDH, knew they did not have access to the data, and that they
24 could not get access to it without obtaining login credentials from someone who validly had
25 them. Those Defendants knew, or reasonably should have known, that obtaining login
26 credentials from a valid user to access the data would cause Brandwatch to breach the
27 Brandwatch Agreements, by allowing an unauthorized third party (i.e., Defendants) to gain
28 access to the data without proper permissions or authorizations. Defendants knew and intended

1 that, in direct response to their conduct, advertisers would stop advertising on X.

2 89. X Corp. was harmed and suffered damages as a result of Defendants' conduct
3 when companies paused or refrained from advertising on X, in direct response to CCDH's
4 reports and articles as discussed above. Defendants' conduct was a substantial factor in
5 Brandwatch's breach of the Brandwatch Agreements.

6 90. As a direct and proximate result of Defendants inducing Brandwatch to breach
7 the Brandwatch Agreements as alleged herein, X Corp. has suffered monetary and other
8 damages in the amount of at least tens of millions of dollars, which amount is in excess of the
9 jurisdictional minimum of this Court, subject to proof of a greater amount of damages at the
10 time of trial.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, X Corp. prays for judgment against Defendants as follows:

13 a. Damages according to proof sufficient to compensate X Corp. for damages
14 sustained as a result of Defendants' actions as alleged herein, including, but not limited to,
15 losses under the CFAA;

16 b. That Defendants, all of their agents, servants, employees, representatives, and all
17 others in active concert or participation with them, either directly or indirectly, be preliminarily
18 and permanently enjoined from:

19 i. accessing the Licensed Materials provided by X Corp. to Brandwatch
20 under the Brandwatch Agreements.

21 ii. using or disclosing any data obtained via logging into the Licensed
22 Materials provided by X Corp. to Brandwatch under the Brandwatch
23 Agreements.

24 c. An award of pre- and post-judgment interest on all monetary relief prayed for
25 above, and as may be permitted by law; and

26 d. All such other and further relief as the Court may deem just and proper.

27 **JURY DEMAND**

28 In accordance with Rule 38(b) of the Federal Rules of Civil Procedure, X Corp. demands

1 a trial by jury of all issues triable by a jury.

2 Dated: July 31, 2023

WHITE & CASE LLP

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By: /s/ J. Jonathan Hawk
J. Jonathan Hawk

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Attorneys for Plaintiff X CORP.

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