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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DENIECE WAIDHOFER, an individual,

Plaintiff,

v.

CLOUDFLARE, INC., a Delaware
corporation; BANGBROS, INC., a Florida
corporation; MULTI MEDIA LLC, a
California limited liability company;
THOTHUB.TV; and JOHN DOES 1-21,

Defendants.

Case No. 2:20-cv-06979

COMPLAINT FOR DAMAGES

[DEMAND FOR JURY TRIAL]

1 Plaintiff Deniece Waidhofer (“Waidhofer”) files this complaint against
2 Cloudflare, Inc. (“Cloudflare”); BangBros, Inc. (“BangBros”); Multi Media LLC
3 (“Chaturbate”); the pirate website Thothub.tv (“Thothub”); and twenty-one John
4 Doe Defendants that operate Thothub (the “Members”) (collectively, “Defendants”)
5 to recover damages, injunctive relief, and other relief for their violations of the
6 Racketeering Influenced and Corrupt Organizations Act (RICO), Copyright Act, and
7 other torts. In support of these claims, Plaintiff would respectfully show the Court as
8 follows.
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12 I. SUMMARY OF THE CASE

13 1. This is an action to stop a pirate website called Thothub, its Members,
14 and co-conspirators from continuing to distribute digital content stolen from
15 Waidhofer, a popular creator on the emergent social media platforms OnlyFans and
16 Patreon, and to hold accountable Thothub and its co-conspirators for exploiting
17 Waidhofer’s works and body for their own ends.
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20 2. Plaintiff Waidhofer is a creator on www.onlyfans.com (“OnlyFans”)
21 and www.patreon.com (“Patreon,” and together with OnlyFans, the “Licensed
22 Sites”), two social media platforms that allow content creators to sell access to their
23 digital content to paid subscribers and fans. Waidhofer’s published content consists
24 of artistic, non-nude photographs of herself, mostly in lingerie or costume. She is
25 one of the most successful creators on the Licensed Sites. For example, her earnings
26 place her among the top 1% of all creators on OnlyFans.
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1 3. Thothub and the Members—with the material support of the other
2 Defendants—caused Waidhofer’s content to be stolen from the Licensed Sites and
3 unlawfully published on Thothub. In addition, Thothub published certain of
4 Waidhofer’s unpublished works that reveal her partially nude body, which
5 Waidhofer never intended to publish. After being published on Thothub and
6 downloaded by many of its one-million-plus members, Waidhofer’s published and
7 unpublished works have been widely disseminated across the Internet and seen by
8 millions of people. This has caused, and continues to cause, personal, reputational,
9 and monetary harm to Waidhofer.
10

11
12
13 4. The Licensed Sites allow digital content creators to distribute their
14 photographic and audiovisual works directly to paid subscribers and to be
15 compensated for subscribers’ access to that content. Subscribers on the Licensed
16 Sites pay for access to content from particular creators. A large portion of the
17 content that appears on the Licensed Sites is provocative in nature, often including
18 revealing images of the creators themselves. Through the Licensed Sites, creators
19 can keep track of all the subscribers that have access to their content and personal
20 images, and creators receive the lion’s share of the money that their subscribers pay
21 to view the content.
22

23
24
25 5. Thothub is a pirate site that bills itself as “the home of daily free leaked
26 nudes from the hottest Onlyfans ... and [P]atreon models” and “the biggest e-girl
27 showcase in the world.” As one of the managing Members, who goes by the handle
28

1 “Captain Thotcakes,” explains in a pinned moderator message to new recruits from
2 whom Thothub seeks stolen content: “We are looking exclusively for PAID material
3 / LEAKED photos and vids / PREMIUM content. (Stuff that’s not easily available
4 to the public / or is locked behind the paywall / subscription) Examples: Patreon,
5 Onlyfans ... stuff like that.” Most of the content that appears on Thothub is material
6 that was scraped from behind the paywalls of the Licensed Sites. This content is
7 only supposed to be available to paid subscribers through the Licensed Sites.
8 Thothub’s primary purpose—its *raison d’etre*—is to steal this exclusive, behind-the-
9 paywall content from the Licensed Sites and unlawfully distribute it to millions of
10 its associates.
11

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14 6. Each day, Thothub trades terabytes upon terabytes of content—each
15 terabyte equates to hundreds of thousands of photos and hundreds of hours of
16 video—stolen from creators on the Licensed Sites. According to web traffic
17 analytics, Thothub gets nearly one million daily visitors and generates substantial
18 annual advertising revenue. As a result of Thothub’s willful copyright infringement,
19 millions of people in the United States and around the world have seen Waidhofer’s
20 creative works, including revealing images of her own body, without her consent or
21 compensation. Meanwhile, Thothub and the Members—and Cloudflare and the
22 Advertiser Defendants—have profited.
23

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25
26 7. Thothub has all the hallmarks of an organized crime outfit. It is run by
27 shadowy figures using aliases who impose a detailed structure on other members
28

1 through defined rules, privileges, and ranks. Its principal business is illegal activity:
2 criminal copyright infringement. In order to become a Thothub member, new users
3 are effectively extorted by the Members to submit stolen content, not unlike a street
4 gang that requires commission of a crime to prove one's commitment to the criminal
5 enterprise. The Members routinely post "bounties" to steal from particular creators.
6 If the new members provide the stolen property to Thothub, the Members reward the
7 theft by bestowing greater rank and privileges within the enterprise. Thothub is like
8 a pyramid scheme of theft. Its recurring pattern of theft and extortion is exactly the
9 kind of criminal racketeering activity that RICO was enacted to prevent.
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13 8. Defendant Cloudflare is a co-conspirator of Thothub that aids and abets
14 Thothub's criminal activity. Cloudflare contracts with Thothub to provide content
15 delivery and security services for Thothub. In this role, Cloudflare makes
16 unauthorized copies of creators' stolen copyrighted works on its computer systems
17 and optimizes Thothub's display of infringing works throughout the United States
18 and worldwide, directly and indirectly infringing and contributing materially to
19 Thothub's unlawful use of creators' works, including Waidhofer's works.
20
21

22 9. Cloudflare also acts as a lookout man for Thothub, masking Thothub's
23 true identity and server locations. This prevents creators from effectively enforcing
24 their rights against Thothub. This is a major selling point for Cloudflare.
25 Cloudflare's permissive approach to repeat infringement, and its willingness to
26 pretend it can do nothing to stop the repeat infringement, is highly attractive for
27
28

1 pirates like Thothub. According to a recent European Commission report that placed
2 Cloudflare on a global Counterfeit and Piracy Watch List, “Out of the top 500
3 infringing domains based on global Alexa rankings, 62% (311) are using
4 Cloudflare’s services.”
5

6 10. In exchange for Cloudflare’s content delivery services and anonymity
7 protection, Thothub pays Cloudflare pursuant to a services agreement. Due to its
8 contractual relationship with Thothub, the numerous takedown requests it has
9 received related to Thothub (including written notice describing Thothub’s focus on
10 pirating content), and Thothub’s open and notorious proclamations of its piracy,
11 among other things, Cloudflare knows or is willfully blind to the fact that Thothub is
12 a criminal enterprise. Despite this knowledge, in return for compensation,
13 Cloudflare continues to serve Thothub and continues to contribute materially to
14 Thothub’s criminal activity. As such, Cloudflare is a party to the RICO conspiracy
15 and is liable for the harm it causes.
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20 11. Defendants BangBros and Chaturbate (together, the “Advertiser
21 Defendants”) are two of Thothub’s most prolific paid advertisers. Chaturbate—one
22 of the world’s largest live adult content companies—posts dynamic advertisements
23 on Thothub that feature direct, live video feeds of Chaturbate webcams at all times,
24 indicating a continuous connection with Thothub’s networks. Clicking on the link
25 sends a user directly into the live Chaturbate session depicted in the ad. Likewise,
26
27
28

1 Thothub is flooded with BangBros ads that, if clicked, take users directly to
2 BangBros' sales page.

3
4 12. As major players in the online adult content industry, the Advertiser
5 Defendants know, and cannot reasonably avoid knowing, that Thothub is a pirate
6 site. They know that Thothub specializes in content stolen from the Licensed Sites,
7 emerging competitors that threaten their business. Indeed, marketing to Thothub's
8 consumer niche—*i.e.*, those seeking paid, amateur-oriented, adult content—is a big
9 reason why the Advertiser Defendants advertise on Thothub to begin with.
10

11
12 13. Despite knowing that Thothub routinely and systematically engages in
13 copyright infringement, the Advertiser Defendants provide material assistance by
14 paying to advertise on Thothub, which enables Thothub to cover the costly web-
15 hosting and content delivery fees it incurs in distributing terabytes upon terabytes of
16 stolen content to millions of users. The Advertiser Defendants' willful cooperation
17 with Thothub drives sales for their own sites while directly undermining their top
18 competition by causing the leaking of creators' works. In exchange for the financial
19 support, Thothub does not publish content stolen from the Advertiser Defendants.
20 The Advertiser Defendants are parties to the RICO conspiracy and liable for the
21 harm it causes.
22

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24
25 14. It is time for Thothub's pirate enterprise to be shut down and for those
26 that enable Thothub's piracy to act reasonably and responsibly to stop supporting
27 Thothub. Through this action, Plaintiff seeks to enforce her rights to control the use
28

1 and display of her works and body through injunctive relief, damages, and other
2 appropriate relief for harm caused by Defendants' racketeering conspiracy,
3 copyright infringement, unfair competition, and other violations of her rights.
4

5 II. THE PARTIES

6 15. Plaintiff Deniece Waidhofer ("Waidhofer") is an individual who
7 resides in Fort Bend County, Texas. She can be contacted through her undersigned
8 attorneys.
9

10 16. Defendant Thothub.tv ("Thothub") is a pirate website available at
11 <https://thothub.tv> ("Thothub"). The true identity of Thothub (*e.g.*, whether it has any
12 formal corporate structure or registration) is unknown. Thothub is available to be
13 viewed online, and has been viewed by many people in this judicial district.
14 Through discovery from the other Defendants in this action, Plaintiff hopes to learn
15 where Thothub can be served with process. Alternatively, if the identity of a proper
16 agent for service of process cannot be ascertained with respect to Thothub, service
17 may be made under California law by posting the summons where it is reasonably
18 calculated to give actual notice of the pendency of the action, such as on the
19 Thothub forums.
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24 17. John Does 1–21 (the "Members") are unidentified persons that purport
25 to be Thothub's managing members and hold themselves out as persons with
26 authority to control Thothub. The Members each identify themselves on the Thothub
27 site using a pseudonym. Specifically, the respective Members go by the following
28

1 names on Thothub: (1) Captain Thotcakes; (2) Teller; (3) GOD; (4) Ironman891; (5)
2 Merchant; (6) Cityzen7; (7) Vassar; (8) Azrael; (9) Ewoklove; (10) RealAccount;
3 (11) Nick712; (12) Swix; (13) Nudeleaks; (14) Tallie; (15) Bigsausagestromboli;
4 (16) TonyStark420; (17) Thighdeologist; (18) El Drago; (19) De_sercier; (20)
5 SWEDISH CHEF; and (21) FatherofSlain. The true identities of the Members are
6 unknown.¹ The Members have purposefully directed relevant conduct to this district
7 because they have directly or indirectly infringed copyrights in this district. Through
8 discovery from the other Defendants, Plaintiff hopes to learn where the Members
9 can be served with process. Alternatively, if the identity of the John Does cannot be
10 ascertained, service may be made under California law by posting the summons on
11 the Thothub forums where it is reasonably calculated to give actual notice to the
12 John Does of the pendency of the action.

17 18. Defendant Cloudflare, Inc. (“Cloudflare”) is a public Delaware
18 corporation with principal place of business in San Francisco, California. Cloudflare
19 offers a variety of web-based services, including infrastructure support, content
20 delivery networking, DDoS mitigation, and distributed domain-name-server
21 services. Cloudflare can be served with process through its registered agent,
22
23
24
25

26 ¹ Plaintiff believes it has uncovered the actual names and identities of some Members through
27 independent investigation. However, given the seriousness of these allegations, Plaintiff will
28 confirm their identities through discovery served upon the other Defendants, to the extent possible,
before naming the Members publicly.

1 Registered Agent Solutions, Inc., at 9 E. Loockerman Street, Suite 311, Dover,
2 Delaware 19901.

3
4 19. Defendant BangBros, Inc. (“BangBros”) is an adult entertainment
5 company based in Miami, Florida. BangBros operates dozens of adult-content
6 websites, including BangBros Network. BangBros regularly conducts business in
7 this district and provides its subscription services and media content to many
8 residents in this district. BangBros can be served with process through its registered
9 agent, believed to be Jeff Greenberg at 10840 SW 113 Place, Miami, Florida 33176.
10

11
12 20. Defendant Multi Media LLC (“Chaturbate”) is an entertainment
13 company based in Lake Forest, California. It operates an adult-oriented live webcam
14 company called Chaturbate, which is one of the top 200 most trafficked websites in
15 the United States and the world. Chaturbate regularly conducts business in this
16 district and offers its subscription services and media content to residents in this
17 district. Chaturbate can be served with process through its registered agent, believed
18 to be National Registered Agents, Inc., at 818 West Seventh Street, Suite 930, Los
19 Angeles, California 90017.
20
21

22 **III. JURISDICTION AND VENUE**

23

24 21. This Court has original jurisdiction over the RICO and Copyright Act
25 claims under 28 U.S.C. § 1331 because these claims arise under the laws of the
26 United States.
27
28

1 22. This Court has original jurisdiction over the state-law claims under 28
2 U.S.C. § 1332 because Plaintiff is a citizen of a different State from each known
3 Defendant and the amount in controversy exceeds the sum or value of \$75,000,
4 exclusive of interest and costs.
5

6 23. This Court also has supplemental jurisdiction over the state-law claims
7 under 28 U.S.C. § 1367 because those claims are so related to claims over which
8 this Court has original jurisdiction that they form part of the same case or
9 controversy under Article III of the United States Constitution.
10

11 24. Venue is proper in this Court under 28 U.S.C. § 1391 because a
12 substantial part of the events giving rise to the claims occurred in this judicial
13 district. In addition, one of the four identified Defendants maintains its principal
14 place of business in this district, and two others maintain their principal place of
15 business in California.
16
17

18 IV. FACTUAL ALLEGATIONS

19 A. The Licensed Sites Allow Creators to Sell Access to Their Digital 20 Content.

21 25. The Licensed Sites—specifically, www.onlyfans.com (“OnlyFans”)
22 and www.patreon.com (“Patreon”)—are social media platforms that allow content
23 creators to sell access to their own digital content, including photographs and
24 videos.
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1 26. Pursuant to the terms of the user agreements for the Licensed Sites, as
2 described below, content creators retain full ownership of the content that they
3 upload onto the Licensed Sites. Other users on the Licensed Sites are not granted the
4 right to distribute creators' content.
5

6 ***i. OnlyFans***
7

8 27. Founded in 2016, OnlyFans is a social media platform that allows users
9 to upload photos and videos to their individual profiles. Users who upload content to
10 the platform are referred to as "creators." Creators may set a monthly subscription
11 price for access to their content and earn money from paid subscribers (often
12 referred to as "fans" on OnlyFans).
13

14 28. Fans purchase subscriptions through OnlyFans to view content made
15 available by particular OnlyFans creators that the fans wish to follow. Each creator
16 determines the monthly subscription fee for access to that creator's OnlyFans
17 content.
18

19 29. Fans may also elect to pay "tips"—additional discretionary payments to
20 creators on an ad hoc, gratuitous basis—to particular content creators.
21

22 30. Creators may also communicate directly with fans. Through these
23 direct communications, creators may send fans pay-per-view content.
24

25 31. OnlyFans takes a small portion of all payments made by users to
26 creators through the platform; the remainder of the payments goes to the relevant
27 creator.
28

1 32. OnlyFans gives creators the ability to control who can see their content.
2 OnlyFans creators can elect to block particular fans from their content if they wish.

3
4 33. OnlyFans requires all fans and creators (collectively, “Users”) that use
5 the site to agree to certain terms of service (the “OnlyFans User Agreement”).

6 34. The OnlyFans User Agreement provides that “[w]e [OnlyFans] do not
7 own User Content on OnlyFans.” The term “‘User Content’ means any and all
8 media uploaded by Users.”

9
10 35. The OnlyFans User Agreement provides that creators are entitled to
11 receive 80% of the revenue generated from their content. Specifically, it provides:
12 “If a User uploads content (an ‘Uploading User’) then, subject to that User
13 complying with these Terms, that User is entitled to 80% of the revenue generated
14 by other Users who subscribe to the uploading User’s content. Payment will be
15 made by or on behalf of OnlyFans to the uploading User.”

16
17 36. The OnlyFans User Agreement provides that Users may “not
18 reproduce, distribute, modify, create derivative works of, publicly display, publicly
19 perform, republish, download, store, or transmit any of the material on the Website,”
20 except that the User’s “computer may temporarily store copies of such materials in
21 RAM incidental to [the User’s] accessing and viewing those materials”; “[the User]
22 may store files that are automatically cached by [the User’s] Web browser for
23 display enhancement purposes”; and “[the User] may print or download one copy of
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1 a reasonable number of pages of the Website for [the User's] own personal, non-
2 commercial use and not for further reproduction, publication, or distribution.”

3
4 37. The OnlyFans User Agreement also provides that Users may not “make
5 unauthorized use of another’s information or content” or “display, publish or
6 distribute User content that ... violates another’s copyright, trademark, right of
7 privacy, right of publicity, or other property or personal right (for example, using the
8 name, likeness, image or other identity of another without proper consent).”

9
10 38. The OnlyFans User Agreement provides: “By creating and publishing
11 User Content on OnlyFans, you authorize your Fans to access and view (without
12 downloading or copying) your User Content on OnlyFans for their own lawful and
13 personal use.”

14
15 39. Beginning recently, creator photos that appear on OnlyFans have been
16 watermarked to identify them as content from OnlyFans. These watermarks can be
17 seen on the images when viewing them with the naked eye and can also be
18 identified by computers using simple search algorithms.

19
20
21 ***ii. Patreon***

22 40. Founded in 2013, Patreon is a social media platform that allows
23 creators to make content available on the Patreon platform to paid subscribers (often
24 referred to as “patrons” on Patreon).

25
26 41. Patreon utilizes a subscription-style payment model in which patrons
27 pay their favorite creators a monthly payment in exchange for access to the creator’s
28

1 content. Creators can also elect to charge patrons on a per-creation (pay-per-view)
2 basis.

3
4 42. Patreon takes a percentage-based fee for all payments made to creators
5 through the platform, depending on the type of plan the creator selects. For the
6 “Lite” plan, Patreon takes 5% of the creator’s monthly income.

7
8 43. Patreon allows creators to set pricing tiers for access to different
9 content. In addition, creators can establish “rewards”—*i.e.*, access to additional
10 content—for patrons that meet spending thresholds set by the creator.

11
12 44. Patreon gives creators the ability to control who can see their content.
13 Patreon creators may elect to block particular patrons from their content if they
14 wish.

15
16 45. Patreon’s terms of use (“Patreon Terms”), which all users must accept,
17 provide that the creators “keep full ownership of all creations that [they] offer on
18 Patreon.” The Patreon Terms continue: “By posting creations on Patreon, [creators]
19 grant [Patreon] a royalty-free, perpetual, irrevocable, non-exclusive, sublicensable,
20 worldwide license to use, reproduce, distribute, perform, publicly display or prepare
21 derivative works of your creation. The purpose of this license is strictly limited to
22 allow [Patreon] to provide and promote memberships to [creators’] patrons.”

23
24
25 46. The Patreon Terms further provide that “[p]atrons may not use
26 creations posted by creators in any way not authorized by the creator.”
27
28

B. Waidhofer Develops an Online Following and Uses the Licensed Sites.

47. Waidhofer is one of the most popular creators on the Licensed Sites, with earnings placing her among the top 1% of all creators on OnlyFans. She also has a substantial online following outside of the Licensed Sites. Her Instagram page has over 1.9 million followers.

48. Waidhofer grew up in a suburb of Houston, Texas. She graduated summa cum laude from high school, ranked number 14 out of a class of about 450 students.

49. In 2010, Waidhofer received her associate's degree in pre-nursing from Lone Star College, where she was honored on the Dean's List. In 2014, Waidhofer earned her bachelor's degree in business and graduated summa cum laude from Sam Houston State University with a 3.89 GPA.

50. Waidhofer began doing modeling shoots as a hobby in or around 2007. In or around 2015, Waidhofer began posting modeling photos on Instagram. By 2016, she had approximately 10,000 Instagram followers. By 2017, she had approximately 100,000 Instagram followers.

51. In or around 2017, Waidhofer decided to set up a Patreon account as a creator. On Patreon, Waidhofer posts artistic non-nude and "implied nude"² images of herself, typically in lingerie or costume. This content is only made available to

² "Implied nude" means that nudity is suggested, but private areas of the body are not visible to the viewer.

1 paid subscribers. Waidhofer set up her Patreon content so that subscribers can gain
2 access to additional content by paying a higher subscription fee.

3
4 52. Waidhofer receives a report showing all of her subscribers on Patreon
5 each month and the amount that each subscriber paid for access to her content. Each
6 month Waidhofer receives, in total, several thousands of dollars in exchange for
7 allowing subscribers to access her digital content on Patreon. The amount varies
8 from month to month depending on the number of subscribers and the content tier
9 they purchase.
10

11
12 53. In or around 2018, Waidhofer decided to set up an OnlyFans account as
13 a creator. On OnlyFans, Waidhofer posts artistic non-nude and implied nude images
14 of herself, typically in lingerie or costume. This content is only made available to
15 paid subscribers. Waidhofer set the price for access to her OnlyFans content at about
16 \$15 per month. Waidhofer also receives “tips” from fans.
17

18
19 54. Waidhofer receives a report showing all of her subscribers on OnlyFans
20 each month and the amount that she has received from fans. Each month Waidhofer
21 receives thousands of dollars in fees and tips in exchange for allowing subscribers to
22 access her digital content on OnlyFans. The amount varies from month to month
23 depending on the number of subscribers and the number and amount of tips.
24

25 55. Despite considerable demand for nude photos, Waidhofer has
26 consistently made clear that she has not published, and does not intend to publish,
27 any nude photos of herself. None of the content that she has published on the
28

1 Licensed Sites (or elsewhere) reveals private parts of her body that would be
2 covered by a bikini, such as the genitals or bare breasts.

3
4 56. Waidhofer creates all of her works herself. She purchased equipment
5 including a camera, tripod, and lights to conduct her photoshoots. She spends
6 dozens of hours each week on average creating content, including by taking,
7 developing, and editing photographic works. She has also spent tens of thousands of
8 dollars on wardrobe, makeup, and other accessories related to the content.
9

10
11 57. On rare occasions, Waidhofer has provided content directly to
12 subscribers. In or around April and July 2019, respectively, Waidhofer provided
13 three unpublished semi-nude photographs (showing her exposed breasts) to a few
14 subscribers. She sent all three semi-nude photographs to a Patreon fan named
15 Matthew Cathey (“Cathey”), and she sent one semi-nude photograph to a person
16 named “Michael Tersigni.” These photos were provided privately for no
17 compensation.
18
19

20 **C. Thothub Steals Waidhofer’s Works, Including the Unpublished Works.**

21 58. In or around 2019, Waidhofer learned that some of her works had
22 “leaked” onto a website called Thothub that specializes in publishing stolen content
23 from the Licensed Sites.
24

25 59. The Thothub site contains an “A-Z” glossary of some of the creators
26 whose works appear on the site. The name “NIECE WAIDHOFER” appears on the
27 “A-Z” glossary. As of July 2020, clicking the name leads to a page that features two
28

1 separate posts of Waidhofer's featured content under the heading "#NIECE
2 WAIDHOFER NUDE." Neither post indicates that the content is "verified."³
3

4 60. The first set of Waidhofer's content featured on Thothub's publicly
5 available pages is entitled "NIECE WAIDHOFER NUDE ONLYFANS LEAKED
6 VIDEO AND PHOTOS." This page includes a composite video and 64 images of
7 Waidhofer, including three semi-nude photographs. All are Waidhofer's proprietary
8 content. Waidhofer did not authorize Thothub's use of any of this content.
9

10 61. The second set of Waidhofer's content featured on Thothub is entitled
11 "NIECE WAIDHOFER PATREON SEXY PHOTOS." This page includes 50
12 images of Waidhofer. All are Waidhofer's proprietary content. Waidhofer did not
13 authorize Thothub's use of any of this content.
14

15 62. Waidhofer's content has also appeared on the Thothub "forum"
16 (discussed below), and discussion on the forum shows that additional stolen content
17 is available only to Thothub members. For example, in a message dated May 26,
18 2019 entitled "Niece Waidhofer," the Member who goes by "tallie" posts one of
19 Waidhofer's works from Patreon with the notation: "Niece Waidhofer sets. (Wip)."
20 The term "Wip" is an acronym for "work in progress." In another post that day,
21 tallie writes: "I've got over 3000 images and 120ish gifs. It's just... my laptop is KO
22 so have to upload on mobile. And thats [sic] just awfully slow." That same day,
23
24
25

26 ³ As explained below, a very small percentage of the content on Thothub is said to be "verified,"
27 meaning that Thothub has verified that the women depicted in the content has authorized the
28 use of the content on Thothub.

1 tallie posts links to two separate pages on a site called imgfrog.pw that contain
2 Waidhofer's works stolen from her Patreon account. There are several additional
3 tallie posts in the thread showing Waidhofer's stolen works.
4

5 63. Later in the same thread, a user thanks tallie for having posted the
6 stolen content. Tallie responds: "Ty [thank you] sir. Also. I have gifs of 100 to
7 300mb. Of high quality. Imgfrog only allow to 20 mb. But im editing in such way
8 quality keeps 100 and hardly notice it. Also making gifs out of the gifs. Ya will see
9 soon. ... Hope you guys will like it. Otherwise me sad. Will post in sets of sets haha.
10 Later this evening." Tallie's reference to "editing" and "making gifs" shows that he
11 was unlawfully creating derivative works using Waidhofer's content from the
12 Licensed Sites.
13
14
15

16 64. In another post dated November 12, 2019, the user "FatherofSlain"
17 writes: "I will have Patreon content flowing in within the coming weeks. Stay tuned
18 for up to \$100 tier posts." The post includes Waidhofer's stolen works from the
19 Licensed Sites.
20

21 65. In a post dated November 18, 2019, a user named "djkoel3121" asks in
22 reference to Waidhofer's content from the Licensed Sites: "[A]ny chance of a sneak
23 peek of the \$100 tier stuff?" A user named FatherofSlain, whose handle indicates
24 that he is a "Thot Elder" and "High Roller," responds: "MEGA will be ready either
25 tomorrow pm or Wednesday depending on my work. Guaranteed every post from
26 \$100 and under to the beginning, some \$200 mixed in too but I can't be sure. Im
27
28

1 getting these second hand. I'm chatting with a potential \$500 tier patron but I've yet
2 to see real proof so don't get to [sic] excited for the highest tiers just yet."

3
4 66. In a post dated November 19, 2019, the user "Father of Slain" posts a
5 link to a repository of Waidhofer's stolen content on Mega.nz with the message:
6 "Here it is boys ... Please DO NOT quote this post or the encryption key post in
7 case I need to delete/move things[.] I want as little record as possible." The Mega
8 link contained all of Waidhofer's Patreon content as of that date.
9

10 67. In another post, the Member who goes by "Azrael" posts a link to a zip
11 file entitled "Niece.zip – AnonFiles" with the message that this file contains a "re-up
12 of OF [OnlyFans] rip." The linked file contains an updated set of stolen content
13 from Waidhofer's OnlyFans account.
14

15 68. In another post dated December 30, 2019, a user named "Mcathey7"
16 writes: "Have a full length vid plus extra paid the 1000 anyone willing to trade
17 message." On information and belief, this user is actually Cathey, the Patreon fan to
18 whom Waidhofer sent unpublished semi-nude photographs. In the December 30
19 post by "Mcathey7," one of those semi-nude photographs is attached. In a second
20 post on that same day, Mcathey7 writes: "More hope you guys match up." This post
21 features another of Waidhofer's unpublished semi-nude photographs that had been
22 provided to Cathey.
23

24 69. In early 2020, through her attorneys, Waidhofer filed all of her
25 photographic works that appear on the Licensed Sites, as well as certain other
26
27
28

1 content, for copyright registration with the U.S. Copyright Office. She has received
2 copyright registrations under Registration # VAu001393201 and Registration
3 #VA0002201440. Additional applications remain pending.
4

5 70. Waidhofer sent three copyright-infringement notices to Thothub. The
6 first notice was delivered via Thothub's online form. The second two notices were
7 sent via email to mythothub@gmail.com, a contact address listed on the Thothub
8 website. Thothub did not respond to any of these notices, and Waidhofer's
9 proprietary content has remained on Thothub for several months after the notices
10 were delivered to Thothub.
11
12

13 71. Through her attorneys, Waidhofer also sent copyright-infringement
14 notices to Cloudflare. The notices informed Cloudflare of Thothub's ongoing
15 infringement activities, Thothub and the Members' open and notorious statements
16 about infringement, and other facts that show that Thothub is a pirate site that exists
17 for the express purpose of committing copyright infringement, particularly against
18 creators on the Licensed Sites like Waidhofer. The notices also identified specific
19 URL locations on Thothub where Waidhofer's stolen content appears. The notices
20 also explained how Cloudflare had materially contributed, and continues to
21 contribute, to Thothub's infringement.
22
23
24

25 72. To date, Cloudflare has not responded to the notice. On information
26 and belief, however, Cloudflare passed the notice directly to Thothub and/or the
27 Members in order to warn them about Waidhofer's complaints against Thothub.
28

1 73. Not only has Thothub displayed Waidhofer's stolen content on its site,
2 it has allowed its network of over one million members to download the stolen
3 content. This predictably has led to further widespread dissemination of the content
4 throughout the Internet. After the works were published on Thothub, they were
5 published on numerous other sites across the Internet.
6

7
8 **D. Thothub's Publication of Waidhofer's Work Causes Her Harm.**

9 74. Thothub's unauthorized publication of Waidhofer's content has caused,
10 and continues to cause, harm. This harm includes both pecuniary harm (such as lost
11 subscription fees and royalties) and non-pecuniary harm (such as damage to
12 Waidhofer's honor and reputation).
13

14 75. Regarding pecuniary harm, Thothub's unlawful publication of
15 Waidhofer's content has deprived her of subscription fees that she otherwise would
16 have received for access to her content. Waidhofer has also experienced a downturn
17 in new subscriptions as a result of many of her works being available for free and
18 distributed on Thothub. As one commenter said, it is not "worth it" to subscribe to
19 Waidhofer's account because much of her content is now available for free.
20

21 76. Waidhofer has also suffered harm as a result of her name and likeness
22 (which are known to hundreds of thousands or millions of people) being used
23 without her permission. Waidhofer has not received any compensation for
24 Thothub's and its partners' use of her name and likeness.
25
26
27
28

1 77. Waidhofer has also suffered significant harm to her honor and
2 reputation. Whereas only a very limited number of people had access to
3 Waidhofer's works through the Licensed Sites and Waidhofer had a complete list of
4 and control over all those with access, as a result of Thothub's publication of her
5 works, millions of people have now seen Waidhofer's works and Waidhofer does
6 not have control over who sees the works.
7

8
9 78. The mere fact that Waidhofer's works now appear on a site called
10 "Thothub" alongside works of hardcore pornography is damaging. Thothub and the
11 Members routinely degrade and objectify women by referring to them as "thots," a
12 derogatory term that stands for "that hoe over there."
13

14
15 79. Rather than having control over the setting and display of her works
16 and body, how these are displayed, and to whom they are displayed, Waidhofer's
17 works and body have been displayed on Thothub to millions of unknown viewers
18 alongside much more graphic content. The different setting for the display of
19 Waidhofer's works has a significant effect on how the works and Waidhofer herself
20 are perceived, which in turn negatively affects Waidhofer's honor and reputation.
21

22
23 80. Defendants display Waidhofer's content on Thothub and describe her
24 to millions of viewers as a dehumanized sexual object that lacks control and agency
25 over her works and body, how her works and body are used, and by whom. With
26 every passing day, hundreds of thousands of people on Thothub have access to
27 Waidhofer's works and view her as an object—or, in their words, a "thot."
28

1 81. In addition, Waidhofer has suffered particular harm as the result of the
2 publication of the unpublished semi-nude photographs that she never intended to
3 publish. This has caused significant embarrassment and reputational harm to
4 Waidhofer, which has frayed Waidhofer's personal relationships and caused
5 emotional harm to Waidhofer.
6

7
8 82. Waidhofer never intended to publish any nude or semi-nude
9 photographs. If she ever decided to do so, she had the right to determine when, how,
10 to whom, and for what price that would be done. Thothub and its associates made
11 these decisions for her without authorization. Now Waidhofer's semi-nude photos
12 are widely available across the Internet and have been seen by millions.
13

14
15 83. The widespread dissemination of Waidhofer's works by Thothub has
16 adversely affected her ability to get a job in business, despite her summa cum laude
17 degree in business.
18

19 84. The publication of the photos has also caused significant emotional
20 distress to Waidhofer. Leaked images of Waidhofer, including the partially nude
21 photos that she never intended to publish, now overwhelm references to
22 Waidhofer's beloved father's obituary in online searches for her fairly unique
23 surname. Waidhofer's father passed away in the Spring of 2019 after a battle with
24 cancer.
25

26
27 85. Thothub's publication and dissemination of her works to a mass
28 audience has been "shameful," "life-changing," "life-ending," "awful" and

1 “embarrassing” for Waidhofer. She describes the feeling of losing control over her
2 works and body as one of “immediate hopelessness.”

3
4 86. While Waidhofer has suffered both personal and financial harm,
5 Thothub and the Members have profited from the unlawful use of Waidhofer’s
6 content through subscription fees and advertising revenue paid to Thothub. In
7 addition, they have profited indirectly through the receipt of other stolen content that
8 they received, in part, as a result of allowing those that provide stolen content to
9 access Thothub’s library of stolen works.
10

11
12 87. The Advertiser Defendants have also profited from the unlawful use of
13 Waidhofer’s content through sales generated from Thothub. The Advertiser
14 Defendants have used Waidhofer’s works to drive traffic and sales to their own site,
15 without compensating Waidhofer.
16

17 88. Cloudflare has profited from the unlawful use of Waidhofer’s content
18 through fees it receives from Thothub for services rendered.
19

20 **E. Thothub Features Creator Content Stolen from the Licensed Sites.**

21 89. As noted above, Thothub is a website that bills itself as “the home of
22 daily free leaked nudes from the hottest Onlyfans, twitch, youtube, patreon models
23 and streamers.” This description is in the text for the first search result on the
24 Google search engine for the query “Thothub.”
25
26
27
28

1 90. As this billing explains, the site specializes in providing sexually
2 oriented content that has been “leaked”—a euphemism for stolen—from other sites,
3 particularly the Licensed Sites.
4

5 91. The fact that Thothub deliberately traffics in content stolen from the
6 Licensed Sites is well known in the adult entertainment industry. As one prominent
7 reviewer of online adult entertainment, put it: “Thot Hub [sic] is the perfect place
8 for all of you who like to enjoy thots showing you all of their goods but don’t like
9 paying for it.” This language is in the text for the second search result on the Google
10 search engine for the query “Thothub.”
11
12

13 92. The review goes on to say of Thothub: “Sure, you can see some
14 highlights on the website where the thots (that hoe over there) are actually doing
15 their live cam show, but you don’t have to end up paying top puck in order to watch
16 those. Instead, there are sites that take those videos and present them to you for free.
17 One such site is Thothub.tv.” The review then reiterates in large font that Thothub
18 provides “[f]ree content that you’d otherwise have to pay for.”
19
20

21 93. Several other online adult-content reviewers well-known to the industry
22 recognize that Thothub is a leading site for viewing stolen paywall content,
23 especially from the Licensed Sites.
24

25 94. The Thothub homepage features links to photo and video sets of
26 various women, with each link showing thumbnail screenshots from the content
27 available through the link. These links are regularly updated with new stolen content
28

1 that Thothub has acquired by extorting its network of associates (as explained in
2 further detail below).

3
4 95. In the desktop version of Thothub, links are generally arranged in three
5 columns, with three rows visible in the frame before scrolling. Each link contains a
6 notation in the bottom left of the thumbnail that indicates if the content was taken
7 from OnlyFans, Patreon or another site, and many of the links also describe the
8 origin of the content in the title for the post.

9
10 96. In addition to the desktop version, Thothub also offers a mobile
11 version. The mobile version of the site features the same content arranged in a single
12 column.

13
14 97. Clicking on any of the content links takes the user to a separate
15 Thothub webpage where the stolen photographic and video content from the
16 Licensed Sites appears. This content from the Licensed Sites was intended to be
17 available only to the respective creator's paid subscribers from the Licensed Sites.
18 However, Thothub displays the unauthorized content for free to its visitors and does
19 not compensate the women that own, and whose personal likenesses appear in, the
20 content.
21
22
23

24 98. The vast majority of the content on Thothub was stolen from the
25 Licensed Sites. For example, between June 8 and July 8, 2020, there were at least
26 208 new photo or video sets that were posted on the Thothub homepage and that
27
28

1 remained live as of July 8. Of those, 146 linked to content indicated to be from
2 OnlyFans, and 49 linked to content indicated to be from Patreon.

3
4 99. In addition to the stolen and leaked content, Thothub offers a small
5 amount of so-called “verified” content. Some linked albums indicate in the corner of
6 the thumbnail that the content is “verified.” In order to become “verified,” according
7 to a statement by Thothub on the website, a model must provide “a demo
8 image/video set and a link to one of [her] preferred monetization pages” and must
9 submit a “photo of [herself] holding up a sign with [her] username and thothub.tv
10 written on it” in which “most of [her] face” is visible, among other requirements. In
11 this way, Thothub ensures that the model has authorized the use of her content and
12 likeness on Thothub.
13
14
15

16 100. Only a small fraction of the content on Thothub is “verified.” For
17 example, out of the 208 posts that appeared on the homepage between June 8 and
18 July 8, 2020, only seven indicate that the content was “verified.” In total, based on
19 the number of linked sets that appear under the “Verified” tab on the Thothub
20 homepage, there have only been 38 “verified” posts (out of several thousand total
21 posts) in Thothub’s entire history. Several of the “verified” posts depict the same
22 woman.
23
24

25 101. The vast majority of the content that appears on Thothub is
26 “unverified.” Thothub knows, or reasonably should know, that this unverified
27
28

1 content is unauthorized and stolen. Indeed, as explained below, Thothub and its
2 Members actively induce associates to steal this content.
3

4 102. One of the tabs at the top of the Thothub homepage reads “A-Z.”
5 Clicking this link pulls up an alphabetized glossary of some of the creators whose
6 stolen works appear on Thothub. Clicking on any name in the glossary leads to a
7 separate Thothub page where content from the selected creator appears. As of July
8 2020, there are 563 different women listed in the glossary, including Waidhofer.
9 The vast majority of these women (about 90%) are creators from the Licensed Sites,
10 and clicking on any of their names leads to Thothub pages that display content
11 stolen from the Licensed Sites.
12
13

14 103. Thothub knows that it does not have authorization to display these
15 works. In recognition of that, Thothub states at the bottom of the homepage:
16 “THOTHUB.TV IS A PARODY. IT PROVIDES AN AUTOMATIC STREAM OF
17 CONTENT SENT IN FROM E-GIRLS.” The reference to “parody” implies that the
18 content is published without the creators’ permission.
19
20

21 104. This notation falsely asserts that the content is “sent in from e-girls,”
22 when in fact, the majority of content on Thothub is actually stolen. A parody is an
23 imitation of a copyrighted work that is presented for a different purpose usually to a
24 different audience, typically for humorous or satirical effect. The notation ignores
25 the obvious purpose of the site to display paid content for free. The material that
26
27
28

1 appears on Thothub—direct copies of paywall content directed to a similar audience
2 for a similar purpose—cannot be characterized as parody.
3

4 105. As one adult entertainment reviewer explains in his review: “At the
5 very bottom of ThotHub.tv you’ll see the claim that the website is a ‘parody’: I
6 don’t think they know what that word means because all of the stuff I’m seeing here
7 is 100% real.”
8

9 **F. The Members Operate Thothub and/or Act as Its Agents.**

10 106. Thothub is a RICO enterprise managed and operated by the Members,
11 with assistance from its co-conspirators, including Cloudflare, BangBros, and
12 Chaturbate.
13

14 107. The Members’ statements on Thothub indicate that the Members
15 regularly exercise authority and control over the Thothub community, that they have
16 the ability to grant or restrict access to site features or content, that they have the
17 right and ability to control content that appears on Thothub, that they enter into
18 contracts on behalf of Thothub (including with advertisers like the Advertiser
19 Defendants and service providers like Cloudflare), and that they have access to the
20 background technical infrastructure, computer systems, and servers that operate
21 Thothub.
22
23
24

25 108. The Members communicate with other users on Thothub through an
26 online “forum” on the site. The forum can be accessed through a tab at the top of the
27
28

1 homepage labeled “Forums.” The web address for the forums is
2 <http://forum.thothub.tv>.
3

4 109. In the forum, registered users can post messages under a username.
5 Some users’ handles indicate that they have attained particular status on the site. For
6 example, the handles identify certain senior users as a “Moderator,” “High Roller,”
7 or “VIP,” among other titles. On the other hand, newer users on the site have less
8 prestigious titles such as “Lurker,” “Starter,” or “Member.”
9

10 110. The username for each of the Members indicates that the unidentified
11 individuals behind those usernames have attained certain status in the Thothub
12 enterprise. In particular:
13

- 14 • “Captain Thotcakes” indicates that he/she is a “Moderator,” “High
15 Roller,” and “VIP”;
16
- 17 • “Teller” indicates that he/she is a “Moderator” and “High Roller”;
18
- 19 • “GOD” indicates that he/she is a “Founder,” “High Roller,” and
20 “Father of All”;
21
- 22 • “Ironman891” indicates that he/she is “The Pit Crew” and a “High
23 Roller”;
24
- 25 • “Merchant” indicates that he/she is a “Moderator,” “High Roller,” and
26 “VIP”;
27
- 28 • “Cityzen7” indicates that he/she is a “Moderator” and “High Roller”;

- 1 • “Vassar” indicates that he/she is “The Gang,” a “Moderator,” “High
2 Roller,” and “VIP”;
- 3
- 4 • “Azrael” indicates that he/she is a “Moderator,” “High Roller,” and
5 “VIP”;
- 6
- 7 • “Ewoklove” indicates that he/she is a “Thot Master” and “High
8 Roller”;
- 9
- 10 • “RealAccount” indicates that he/she is a “Moderator,” “High Roller,”
11 and “VIP”;
- 12
- 13 • “Nick7712” indicates that he/she is a “Moderator,” “High Roller,” and
14 “VIP”;
- 15
- 16 • “Swix” indicates that he/she is a “Moderator,” “High Roller,” and
17 “VIP”;
- 18
- 19 • “Nudeleaks” indicates that he/she is “The Gang,” “Moderator,” and
20 “High Roller”;
- 21
- 22 • “Bigsausagestromboli” indicates that he/she is a “Moderator” and
23 “High Roller”;
- 24
- 25 • “TonyStark420” indicates that he/she is a “Moderator” and “High
26 Roller”;
- 27
- 28

- 1 • “Thighdeologist” indicates that he/she is a “Moderator” and “High
- 2 Roller”;
- 3
- 4 • “El Drago” indicates that he/she is a “Moderator” and “High Roller”;
- 5
- 6 • “De_sercier” indicates that he/she is a “Moderator,” “High Roller,” and
- 7 “VIP”;
- 8
- 9 • “SWEDISH CHEF” indicates that he/she is a “Moderator,” “High
- 10 Roller,” and “VIP”;
- 11
- 12 • “FatherofSlain” indicates that he/she is a “Thot Elder” and “High
- 13 Roller.”

14 111. The Forum contains several separate sub-forums, including (a)

15 “Thothub News”; (b) “Verified models”; (c) “Self Promotion”; (d) “The pit – Where

16 new users are welcomed.”; (e) “Tech Support”; (f) “General”; (g) “Off Topic /

17 Memes”; (h) “Reviews”; (i) “Celebrity”; (j) “JAV & Asian”; (k) “Reddit / Twitter /

18 Tumblr”; and (l) “Other.”

20 112. In the category labeled “Thothub News,” there are several messages in

21 which the Members impose rules and discuss technical issues related to Thothub.

23 113. For example, in one pinned message dated June 13, 2019 entitled

24 “Community Guidelines Update 2020. READ ME!” one of the Members, Teller,

25 writes:

26

27 Hello everyone, with growth comes an official guidelines manual for all

28 of you and the mods. We feel it is time to get a couple of willing people

on board to make sure this place doesn’t turn into a spam fiesta.

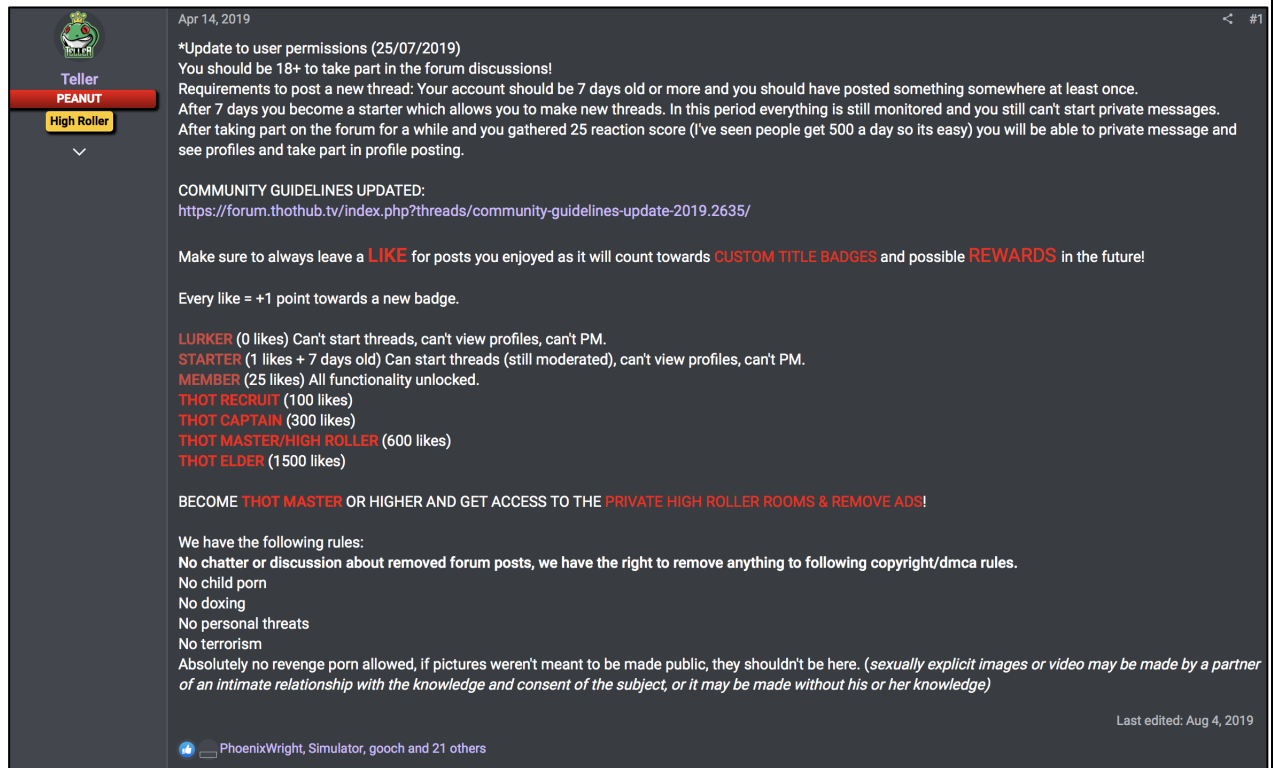
1 Adherence to these guidelines shall be determined at the sole discretion
2 of thothub.tv and the forum moderators. Keep in mind that your ability to
3 use the forums is a privilege, not a right. ...

4 There will never be thread removal discussions, we have the right to
5 remove any and all content on thothub.tv for any reason we deem
6 necessary.

7 114. This post goes on to describe Thothub's "Warning Points" system
8 under which users are subject to sanctions for violating the Members' rules. Among
9 those sanctions, users who receive "2 warning points" will be sanctioned with
10 "limited posting and access"; users who receive "3 warning points" will receive a
11 "[t]emporary ban of 1 month"; users who receive "4 warning points" will be
12 sanctioned such that their "connection will be slowed down and dropped
13 occasionally"; and users who receive "5 warning points" will receive a "[p]ermanent
14 ban." This post makes clear that the Members have the ability to control access to,
15 and content that appears on, Thothub.
16
17

18 115. Another pinned message in the "Thothub News" discussion board
19 entitled "Welcome to the thothub.tv forums! Rules and Features inside – read me!"
20 by Teller dated April 14, 2019, provides an explanation for some of the titles in the
21 Thothub organization and how those titles can be attained. This message explains
22 that members can attain higher status by receiving "likes" from preexisting members
23 that have already attained certain ranks. In particular, the message states:
24
25

26 *[screenshot on next page]*
27
28



116. Notably, this post admits that “we have the right to remove anything to following [sic] copyright/dmca rules.” The “we” appears to refer to the Members.

117. Other posts in the “Thothub News” forum indicate that the Members directly have access to Thothub’s background computer systems and servers. For example, on May 28, 2020, Teller posted in a message entitled “Downtime today 27/05” that the site would be down “[d]ue to hardware malfunction.” Similarly, on August 4, 2019, Teller wrote a post entitled “Server Center offline UPDATE: BACK ONLINE” in which he states that the “main page is offline due to technical issues in our datacenters.” On June 19, 2019, Teller wrote a post entitled “Server upgrades June 19th” in which he states that “[b]oth the main website and forums were down for 1 minute for much needed upgrades (extended storage and extra CPU

1 cores to further increase speedy user experience).” On June 13, 2019, Teller wrote a
2 post entitled “One of our video server nodes is offline. (update: fixed)” in which he
3 states that “[p]eople might experience a couple of clips being offline as one of our
4 video servers crashed today, we are working hard on getting it back online soon.”
5 There are several other messages in which Teller provides information about various
6 technical issues or improvements on the site.
7
8

9 118. Similarly, in the forum category entitled “Tech Support,” the only post
10 is a message from Teller entitled “Broken account / Lost password / Ban appeal /
11 Locked out / other issues – drop them here.” In the post thread, Teller responds to
12 users’ technical or permissions issues. For example, one user named “shaeisbae”
13 asks whether there is “any chance to get my old account unbanned.” Teller responds
14 that the ban was “lifted,” indicating the ability to control user access on the site.
15
16

17 119. Thothub’s website includes a form for content owners to submit
18 takedown requests directly to Thothub regarding infringing content on the site. The
19 moderators admit in forum posts that they have “the right to remove any and all
20 content on thothub.tv for any reason we deem necessary.” However, Thothub and
21 the Members routinely ignore takedown requests.
22
23

24 120. For example, Waidhofer submitted at least three takedown requests
25 related to her stolen photos, including one through Thothub’s online portal. Thothub
26 did not respond to these requests, and Waidhofer’s photos have remained on
27 Thothub for months.
28

1 121. For another example, a user who goes by “throwawayonlyfan” posted
2 on Reddit earlier this year that she has “copyrighted” photos on OnlyFans that sell
3 “for a set price.” She continues: “These have in the past few months been leaked on
4 a website called thothub.tv. The website is well known to ignore all copyright
5 infringement takedowns, emails, complaints. I sent several dmca requests beginning
6 in November [2019], all have been ignored. ... I’ve reported the comments over and
7 over, and emailed begging the website again to at least take my personal info down,
8 but they’re still ignoring.”
9

10
11
12 **G. Thothub Acquires Content by Extorting Other Users to Infringe**
13 **Copyrights.**

14 122. Thothub knowingly acquires stolen content from the Licensed Sites by
15 expressly pressuring and extorting other users to provide stolen content from those
16 sites in order to be granted access to additional content and features on the Thothub
17 site.
18

19 123. The Members openly solicit other users to steal paid content from the
20 Licensed Sites. Users can only become full-fledged members of Thothub, and
21 therefore gain access to the full set of content and features on the site, if they make
22 “qualifying contributions” of content. Qualifying contributions are expressly defined
23 as digital content behind the paywall on the Licensed Sites that is not publicly
24 available and not already in Thothub’s possession.
25
26
27
28

1 124. In order to count as “qualifying contributions,” user submissions must
2 be validated by “likes” from the established members of Thothub, including the
3
4 Members.

5 125. In a pinned post from May 11, 2020 entitled “WELCOME – READ
6 ME FIRST !! (I’ll Explain Everything)” that appears in the “The Pit – Where new
7
8 users are welcomed” sub-forum (the “Pit”), Captain Thotcakes explains how users
9 can become members of Thothub:

10 [screenshot on next page]
11
12
13
14
15
16
17
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25
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27
28

Other **WELCOME - READ ME FIRST !! (I'll Explain Everything)**
 Captain Thotcakes · May 11, 2020

Forums > Miscellaneous > The pit - Where new users are welcomed.

Not open for further replies.

May 11, 2020

Welcome to the Thothub Forums

As a new user (*Lurker*) you have limited access to the forums and features of the website. Once you post a contribution in here on this beginners board (*Called The Pit*) and get some **LIKES** from an experienced member, then your rank will increase and the forums and features will unlock. Overall this will hopefully make the forums better for everyone. We're working to stop the spam, automated dmcs, and begging, to make this a more pleasant place. **Lurkers and New Members can not give LIKES in The Pit, only members ranked above Thot Master will be able to approve your contributions. Read more about permissions below**


WHAT SHOULD I POST:
 We are looking exclusively for PAID material / LEAKED photos and vids / PREMIUM content. (*Stuff that's not easily available to the public / or is locked behind a paypal / subscription*) Examples: Patreon, Onlyfans, Manyvids, Private Snap, Private Instagram, Gumroad sets, stuff like that.

WHAT NOT TO POST:
 Things that will NOT qualify might be - Public social media material (*Twitter, Instagram, Facebook, Reddit, etc*) Any mainstream or public professional nude modeling sets (*Playboy models, Online Magazines, MetArt, Twisty's sets, XXX website galleries*) Repeat material (*already posted*) Random nudes of a friend or girlfriend, SuicideGirls sets, etc. **ANY UNDERAGE MATERIAL will immediately result in a permanent ban from this website without exception.**

NO REQUEST THREADS - This board is for qualifying contributions only. Once you get out of here, we have a HUGE Requests Forum inside that can help you find all the models you are looking for. No Request threads in The Pit.

NO INVITES / TRADING / RESELLING - Once you have unlocked your DM / Inbox feature, you will be able to private message each other stuff like that, but keep it off the boards, threads, and forums please. Absolutely No Reselling here at all.

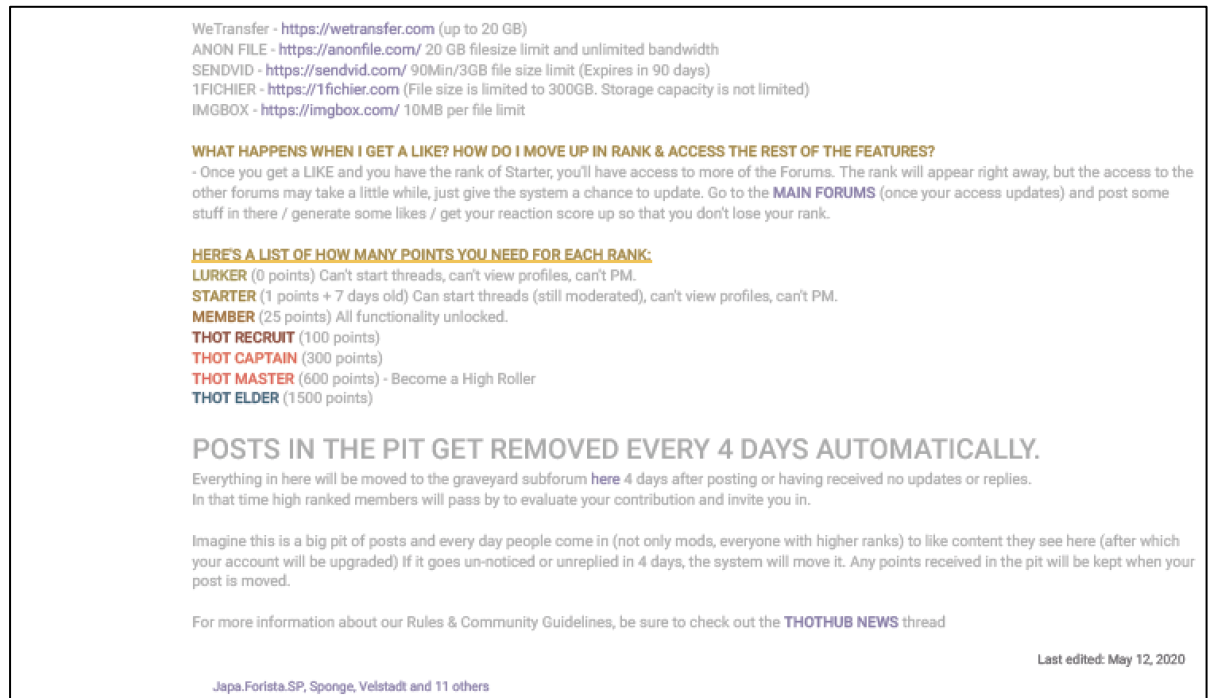
HOW TO POST:
Make a new topic with the name of the creator, INCLUDE their name, info, links etc. Then upload your material
 Make sure you put up more than just a few pics or a single vid. Don't hold back, throw down! Post up at **least 8 to 10 pics** - a FULL album, a SET, a gallery, or collection of photos from a model that you follow so that you can gain access to the rest of the site.



If you want to **UPLOAD** pic files, you can do that right in the thread itself, or for larger albums / higher res pics, and videos you can try these sites:

CYBERDROP - <https://cyberdrop.me> (up to 100MB)
 ANONYMOUS FILE - <https://anonymousfiles.io/> Max file upload size is 5GB
 MEGA.NZ - <https://mega.nz>
 DROPBOX - <https://www.dropbox.com>
 GOOGLE DRIVE - <https://www.google.com/drive>
 MEDIAFIRE - <https://www.mediafire.com/> 10GB Free/Up to 4GB per file

[screenshot cont'd on next page]



126. As the message title indicates, this message is intended to “welcome” new users and to be “read [] first,” and it “explain[s] everything” about the Thothub enterprise.

127. The body of the message explains that “a new user (Lurker)” will “have limited access to the forums and features of the website” until the new user “post[s] a contribution in here on this beginners board (Called the Pit) and get[s] some LIKES from an experienced member,” at which point the user’s “rank will increase and the forums and features will unlock.” The message also makes clear that “Lurkers and New Members can not [sic] give LIKES in The Pit, only members ranked above Thot Master will be able to approve your contributions.”

128. The message also makes clear that Thothub and the Members are “looking exclusively for PAID material / LEAKED photos and vids / PREMIUM

1 content.” The message clarifies that this is “[s]tuff that’s not easily available to the
2 public / or is locked behind a paywall / subscription.” As “[e]xamples” of such
3 content, it specifically mentions “Patreon” and “Onlyfans” first.
4

5 129. The message also makes clear that content that is already in the public
6 domain or on Thothub will not constitute “qualifying contributions.” In particular, it
7 says that “[t]hings that will NOT qualify might be ... [p]ublic social media material
8 ... [a]ny mainstream or public professional nude modeling sets ... [and] [r]epeat
9 material.” It also makes clear that non-commercial content, such as “[r]andom nudes
10 of a friend or girlfriend,” do not count as qualifying contributions.
11
12

13 130. The message explains that the new user must post a significant amount
14 of infringing content in order to qualify for Thothub membership. It explains that the
15 user must “[p]ost up at **least** 8 to 10 pics – a FULL album, a SET, a gallery, or a
16 collection of photos from a model that you follow so that you can gain access to the
17 rest of the site.”
18
19

20 131. The specific reference to “the name of the creator” and “a model that
21 you follow” reiterates that Thothub seeks paid content from creators on the Licensed
22 Sites. Per the user agreements for the Licensed Sites, fans—*i.e.*, those who “follow”
23 the creators—do not have any rights to make, reproduce or distribute copies of the
24 creators’ works to third parties.
25
26

27 132. The message also notes that “[e]verything in here will be moved to the
28 graveyard subforum” four days after it is posted and that, in the intervening time,

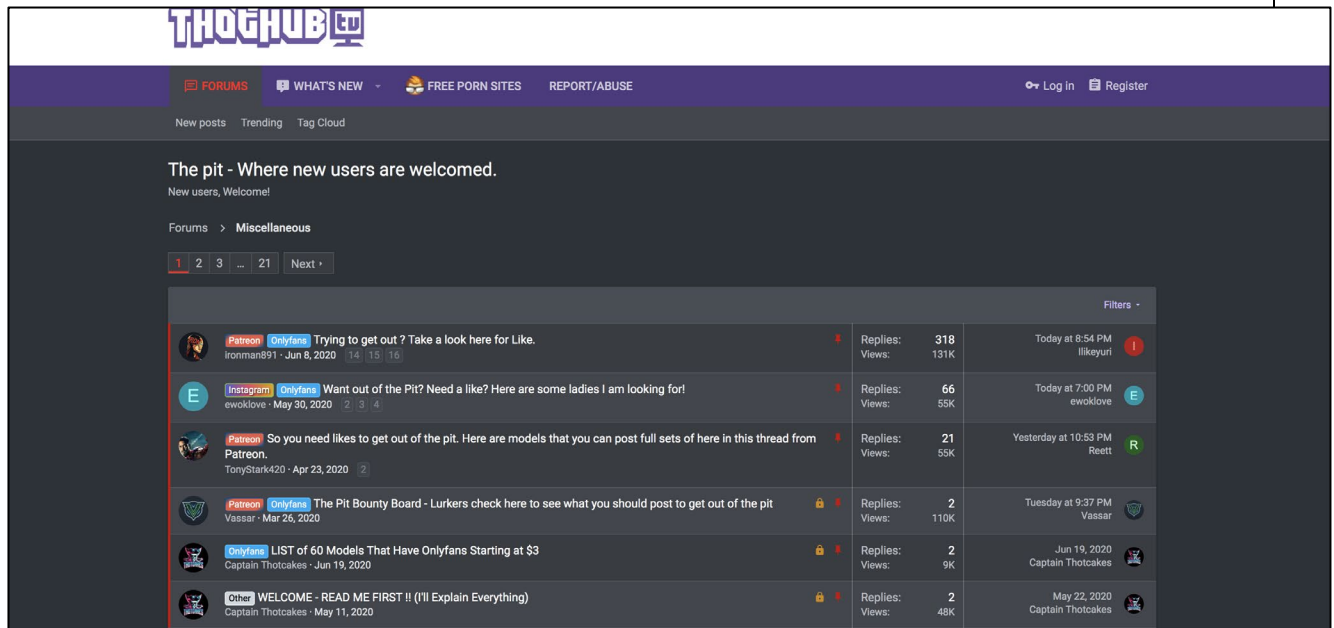
1 “high ranked members will pass by to evaluate your contribution and invite you in.”
2 Thus, the stolen content hat is posted in the forum is preserved by the Members in
3 the “graveyard subforum.” In order to access the graveyard subforum where the
4 stolen content is archived, a user must be qualified as a Thothub member.
5

6 133. The Members also routinely solicit paid content of specific creators,
7 which they refer to as “bounties.” If aspiring members deliver the stolen content,
8 they can become Thothub members.
9

10 134. In the “Pit” sub-forum, there are five pinned tweets devoted to so-
11 called bounties by various Members. The posts include (1) “Trying to get out ? Take
12 a look here for Like” by ironman891; (2) “Want out of the Pit? Need a like? Here
13 are some ladies I am looking for!” by ewoklove; (3) “So you need likes to get out of
14 the pit. Here are models that you can post full sets of here in this thread from
15 Patreon” by TonyStark420; (4) “The Pit Bounty Board – Lurkers check here to see
16 what you should post to get out of the pit” by Vassar; and (5) “LIST of 60 Models
17 That Have Onlyfans Starting at \$3” by Captain Thotcakes. Each of these posts
18 contains specific requests for stolen content.
19
20
21

22 135. Each of these posts has a “tag” for the Licensed Sites. Specifically,
23 using the same numeration as above, the posts contain the following tags: (1)
24 Patreon and Onlyfans; (2) Onlyfans; (3) Patreon; (4) Patreon and Onlyfans; and (5)
25 Onlyfans.
26
27
28

136. Below is a screenshot of the “Pit” sub-forum as of July 10, 2020, which shows how these posts appeared in the forum on that day:



137. Each of these posts makes clear, if it were not already clear enough, that Thothub and the Members seek stolen paid content from the Licensed Sites.

138. For example, in the post entitled “Trying to get out ? Take a look here for a Like,” the Member who goes by the name “ironman891” states: “If some of you have PAID content for that model’s them [sic] post them and will be able to leave the Pit.” He notes that “when [you] create a new post here don’t forget to tag me @ironman891 or @Cityzen7.” The post then lists sixteen creators from the Licensed Sites, with links to their pages on the Licensed Sites.

139. The remainder of the thread carries on for sixteen pages, with users providing access to paid content from the Licensed Sites for the creators listed in the original post. Subsequent posts in the same thread, dated through the present day,

1 indicate that Ironman891 continually updates the post to add new creators from the
2 Licensed Sites whose paid content he seeks.
3

4 140. In the post entitled “Want out of the Pit? Need a like? Here are some
5 ladies I am looking for!” the Member called “ewoklove” provides a list of creators
6 from the Licensed Sites whose content he seeks. Ewoklove writes: “If you are
7 looking to get out of the pit and have any of these, tag me and I’ll give you a like.”
8 Ewoklove lists eight creators from the Licensed Sites. One user responds by posting
9 “all the current content” on the “onlyfans account” for a creator listed in the original
10 post, with the message that “I hope this is enough to get me out of the pit.”
11 Ewoklove responds: “Oh wow! Yes it is! This is more than fantastic! Thank you.
12 Please keep sharing material!”
13
14
15

16 141. When a different user offers pictures from a creator’s public Instagram,
17 Ewoklove responds: “man, I appreciate the effort. But it takes more than ripping
18 free stuff off her Instagram. Do you have any of her premium content?” When yet
19 another user posts paid content from a creator, Ewoklove writes: “This is gold!
20 Thank you! And welcome, we are happy to have you as part of the community.
21 Please continue to post!”
22
23

24 142. In the post entitled “So you need likes to get out of the pit. Here are
25 models that you can post full sets of here in this thread from Patreon,” the Member
26 who goes by the name TonyStark420 writes: “So you want out of the pit. Post full
27 sets of these Models linked below, and I will make sure you get likes. Models can
28

1 and will be changed from time to time.” TonyStark420 then lists several creators
2 from Patreon. One user responds that he “really want[s] to get out of the pit if it’s
3 possible” and states that he is “planning to buy every Wanderlustluca set [referring
4 to a Patreon creator] which I will share with the community once I’m part of it.”

5
6 143. In the post entitled “The Pit Bounty Board – Lurkers check here to see
7 what you should post to get out of the pit,” the Member who goes by the name
8 “Vassar” writes: “Lurkers – check this main post for bounties. Create a new post
9 and tag the user that posted the bounty when you share their content.” The message
10 then lists dozens of creators from the Licensed Sites under the heading “Bounties.”
11 The list also notes which Members seek each creator’s content. Included on the list
12 are requests for content from Vassar, Nick712, TonyStark420, Captain Thotcakes,
13 Bigsausagestromboli, De_sercier, Cityzen7, and Ewoklove, among others.

14
15 144. Finally, in the post entitled “LIST of 60 Models That Have Onlyfans
16 Starting at \$3,” the Member who goes by Captain Thotcakes makes clear that
17 committing illegal infringement is the only way to obtain full Thothub access. In
18 particular, Captain Thotcakes writes: “We keep getting the question from New
19 Users: ‘Can I just pay for a membership / Donate to get off Lurker status??’
20 Unfortunately we don’t have an option for that at the moment – HOWEVER – I
21 have hunted down over 60 girls that have super inexpensive content on Onlyfans.
22 You can use the money instead, to sub to any of them, then post your content here!!
23
24
25
26
27
28

1 ((BOOM – YOU’RE OUT OF THE PIT JUST LIKE THAT!!)).” The post then
2 lists dozens of creators from the Licensed Sites.

3
4 145. By subscribing to one “super inexpensive” OnlyFans creators’ accounts
5 and stealing the paid content from that creator, Thothub users can thus gain access
6 to an extensive library of other stolen content from the Licensed Sites that they
7 would otherwise have to pay for.
8

9 146. The Members also encourage and assist Thothub users in evading
10 copyright enforcement. In a pinned post on the forum entitled “How to: DMCA-
11 proof your picture and video uploads,” users are advised of several tools they can
12 use to upload stolen content and evade enforcement. The post concludes: “If you
13 know of any other good filehosts that are lenient drop a comment.” This post was
14 “liked” by several Members. The thread also contains approving responses by swix.
15
16

17 147. In another post entitled “Removing Shit Hosts,” the Member who goes
18 by “swix” writes: “If you want to make your uploads take-down proof read here[.]”
19 The “read here” language is a hyperlink that reverts back to the post “How to:
20 DMCA-proof your picture and video uploads.”
21

22 **H. Thothub and the Members Benefit from Infringing Creators’ Content.**

23
24 148. Through exploitation of creators and their works, Thothub generates
25 enormous web traffic and earns substantial revenue and profits for itself, the
26 Members, and its business partners.
27
28

1 149. As of the afternoon of July 27, 2020, Thothub states on its site in a box
2 labeled “Forum statistics” that it has 1,098,477 “members,” having gained more
3 than 10,000 new members over the prior week alone. This figure constantly updates,
4 apparently in real time as new members join.
5

6 150. According to web traffic analytics, as of July 2020, Thothub was the
7 1,197th most trafficked domain on the Internet, the 110th most popular domain in
8 the “Adult” category, and the 655th most trafficked domain overall for U.S. users.
9

10 151. Metrics such as overall traffic, clicks per visit, total clicks, and average
11 duration of visit are common factors used to assess the value of a website and the
12 cost to purchase advertising space on the website. In June 2020, according to
13 SimilarWeb data, Thothub received approximately 24.67 million total visits with an
14 average of 8.58 clicks per visit, for a total of more than roughly 211,668,600 clicks
15 in that month alone. Approximately 33.38% of the June 2020 traffic on Thothub was
16 from the United States. The average visit duration was approximately 12 minutes
17 and 35 seconds.
18
19
20

21 152. Similarly, in December 2019, the site generated nearly 24 million visits
22 from over 5.5 million unique visitors. On average, each visit resulted in more than 8
23 clicks per visit, meaning that the Thothub site garnered roughly 200,000,000 clicks
24 that month.
25
26
27
28

1 153. Thothub’s site traffic and popularity continues to grow. Trend lines for
2 metrics such as unique visitors, total visits, and clicks per month have all steadily
3 increased over time.
4

5 154. Thothub has generated substantial revenue through its illegal use of
6 creators’ works and bodies. Thothub generates revenue, among other things, by
7 selling subscriptions and advertising space and through kickbacks from advertiser
8 sales generated through clicks on Thothub.
9

10 155. Subscriptions cost \$0.99 per month for a “normal membership” and
11 \$2.99 per month for a “supporter membership.” It is unclear how many of Thothub’s
12 members have purchased a subscription or what access a subscription enables on the
13 site. If all of Thothub members pay for a subscription, then the site would generate
14 between \$1 million and \$3 million in monthly subscription fees.
15
16

17 156. In addition, Thothub sells advertising space on its site to companies
18 like BangBros and Chaturbate. Publicly available metrics estimate that, based on the
19 traffic data from the site, advertising space on Thothub costs, at least, hundreds of
20 thousands of dollars per year to purchase.
21

22 **I. Cloudflare Conspires With and Supports Thothub’s Infringement**
23 **Racket.**

24 157. Cloudflare is an online service provider that has entered into
25 agreements with Thothub and/or the Members to provide certain services that
26 optimize distribution of stolen works on Thothub, shield Thothub’s identity and
27
28

1 server locations from being discovered by content owners and law enforcement
2 organizations, and protect Thothub from cyberattacks.

3
4 158. Cloudflare has been called “Artist Enemy #1” and a “key player in the
5 piracy ecosystem.”⁴ According to the 2018 Counterfeit and Piracy Watch List report
6 (the “E.U. Report”),⁵ a report by the European Commission that highlights websites
7 and marketplaces that undermine intellectual property rights of European companies
8 and creators: “Cloudflare is used by approximately 40% of the pirate websites in the
9 world. It operates as a front host between the user and the website’s back host,
10 routing and filtering all content through its network of servers. Out of the top 500
11 infringing domains based on global Alexa rankings, 62% (311) are using
12 Cloudflare’s services.”

13
14
15
16 159. The E.U. Report also notes that “Cloudflare provides anonymity to the
17 owners and operators of the websites that use its services, which is particularly
18 useful for the operators of pirate websites. If the website uses Cloudflare, the IP
19 address of the back host is replaced by one of CloudFlare’s dedicated IP addresses
20 and is therefore no longer ascertainable and Cloudflare reportedly does not easily
21 provide information on the IP address of the back host.”
22
23
24

25
26 ⁴ See The Trichordist, “2019 Artist Enemy #1: Cloudflare.” (Jan. 1, 2019), available at
<https://thetrichordist.com/2019/01/01/2019-artist-enemy-1-cloudflare/>.

27 ⁵ The E.U. Report is available at:
28 http://trade.ec.europa.eu/doclib/docs/2018/december/tradoc_157564.pdf.

1 160. As Cloudflare explains to customers in its marketing materials:
2 “Cloudflare will mask your IP.” As a result, when copyright owners look for
3 information about Cloudflare customers on standard Whois lookup services, there is
4 no information about the customer’s IP address. Instead, the only information that
5 appears in the Whois report relates to Cloudflare’s name servers and IP address.
6

7
8 161. The word has gotten out among pirates that Cloudflare will protect
9 them and allow them to commit repeat-infringement. In 2019, approximately 44.7%
10 of all copyright-infringing URLs reported to Google were run through and
11 optimized using Cloudflare’s servers. One of the illegal pirate sites that Cloudflare
12 supports is Thothub.
13

14 162. Cloudflare’s core suite of services, as described on its website, are
15 “[u]ltra-fast static and dynamic content delivery,” “[i]ncreased agility and control
16 over how content is cached,” and “[b]uilt-in unmetered DDoS [distributed denial of
17 service] protection.” Cloudflare’s marketing also states that storing content on
18 Cloudflare’s network reduces the need to source content from the origin.
19

20 163. Cloudflare provides services to both paying and non-paying customers.
21 On information and belief, Thothub is one of Cloudflare’s paying customers.
22

23 164. Cloudflare offers different paid service plans. Its “Business” plan,
24 which it advertises as “ideal for small businesses operating online,” starts at \$200
25 per month. Prices for these plans fluctuate month to month based on usage. Business
26 plan services include DDoS attack mitigation, global content delivery network,
27
28

1 enhanced security with Web Application Firewall (WAF), lossless image
2 optimization, automatic mobile optimization, and cache analytics, among other
3 services.
4

5 165. Meanwhile, Cloudflare’s “Enterprise” plans are “for mission-critical
6 applications that are core to your business,” and include “advanced security,
7 performance and reliability features.” Enterprise Plans include all of the Business
8 plan services listed above, as well as prioritized IP ranges, round-the-clock phone
9 support, named solutions engineer support, and role-based account access.
10
11

12 166. There is no set price for Enterprise plan services. Rather, customers
13 must “Ask for Quote” for an Enterprise plan. Cloudflare salespersons create bespoke
14 cost structures for each Enterprise plan customer based on numerous factors, such as
15 the customer’s business type, profitability, litigation and liability risk, data volume,
16 and resource needs, among other considerations.
17
18

19 167. Consultations for “Enterprise” plans typically take place over the
20 phone. In a post that appeared on the popular social media platform, Reddit, a user
21 who goes by the name “FTMayor” wrote: “I work on the Cloudflare sales team and
22 can tell you that every org interested in an enterprise plan receives a custom quote –
23 hence the preference for a phone call. Even if it’s only 10-15min, being able to dive
24 a little bit deeper into your current usage and goals helps immensely to tailor the
25 plan to your organization’s needs.”
26
27
28

1 168. Thothub began using Cloudflare’s services in or around June 2019. Due
2 to its heavy user traffic and data-transfer volume and high-liability-risk operations,
3 Thothub considered and/or purchased an “Enterprise” plan. In connection with
4 Thothub’s consideration of an Enterprise plan, Cloudflare’s representatives had a
5 phone call with Thothub’s leadership team to discuss Thothub’s operations and
6 goals and developed a bespoke proposal for Thothub based on the particular details
7 of Thothub’s site, data usage, risks, and operations. During this process, Cloudflare
8 acquired information that Thothub specializes in distributing pirated works from
9 Licensed Sites.
10
11
12

13 169. In order to perform its services for Thothub, Cloudflare’s computer
14 systems and servers have copied, hosted, and otherwise distributed copies of
15 numerous copyrighted works belonging to Waidhofer, along with hundreds of other
16 creators from the Licensed Sites. As Cloudflare states on its website, it “serve[s]
17 requests to and from [its customers’] servers.”
18
19

20 170. Publicly available records from Whois state that two Cloudflare
21 servers—DORTHY.NS.CLOUDFLARE.COM and
22 RODNEY.NS.CLOUDFLARE.COM—are the “name servers” for the Thothub site.
23 The Whois Report also indicates that the IP Location for Thothub is “Cloudflare
24 Inc.”; that the autonomous system number (ASN) is “AS13335
25 CLOUDFLARENET”; and that the server type is “cloudflare.”
26
27
28

1 171. The Whois Report shows that the specific Thothub URLs where
2 Waidhofer's works have been publicly displayed are likewise supported by
3 Cloudflare's network and servers.

4 172. Cloudflare either stores the copyrighted works on its own servers so
5 that it is geographically closer to the end-users, or if the works are not already stored
6 on its servers, Cloudflare retrieves the works from its customers' (e.g., Thothub's)
7 host servers when an end-user visits the page that includes the works. When a copy
8 of a requested image is proxied from the host server, the delivery path goes from the
9 host server through the Cloudflare server then to the end-user.

10 173. When an end-user requests a page that contains a copyrighted work
11 from a Cloudflare customer such as Thothub, whether the copyrighted work is
12 already on Cloudflare's servers or is obtained from the host server, Cloudflare
13 distributes a copy of the requested content to the end-user's device, where it then
14 resides in the device's hard drive or RAM. This copy can then be translated by the
15 end-user's device to display the requested image on the consumer's browser.

16 174. Even if the host server crashed, in many cases, the end-user could still
17 receive the infringing content directly from Cloudflare's servers.

18 175. As Trey Guinn, Cloudflare's head of solution engineering, admitted in
19 recent testimony: "[W]e want to deliver essentially what the website publisher has
20 published. We want to deliver that so it shows up the same way to the website
21 published. We want to deliver that so it shows up the same way to the website
22 published. We want to deliver that so it shows up the same way to the website
23 published. We want to deliver that so it shows up the same way to the website
24 published. We want to deliver that so it shows up the same way to the website
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27 published. We want to deliver that so it shows up the same way to the website
28 published. We want to deliver that so it shows up the same way to the website

1 visitor. We just want to optimize the delivery.” Mr. Guinn also admitted that there
2 are “many ways in which [Cloudflare] may modify content of a site.”
3

4 176. By interposing itself between copyright holders and Thothub,
5 Cloudflare inhibits enforcement. Indeed, this is one of the most valuable services
6 that Cloudflare performs for pirates like Thothub. As one advocacy group noted in a
7 memo to the U.S. Trade Representative’s office regarding online piracy: “More and
8 more pirate sites employ reverse proxy services, most commonly Cloudflare, to
9 obfuscate their IP address, creating obstacles to enforcement against such sites.”⁶
10
11

12 177. Cloudflare actively markets itself to pirate sites by touting that it does
13 not facilitate enforcement. Cloudflare boasts in its so-called “Transparency Report”
14 that it is “not Cloudflare’s intent to make law enforcement’s job axny [sic] harder,
15 or easier.” It proclaims that Cloudflare has “never done” any of the following: (a)
16 “turned over our encryption or authentication keys or our customers’ encryption or
17 authentication keys to anyone”; (b) “installed any law enforcement software or
18 equipment anywhere on our network”; (c) “provided any law enforcement
19 organization a feed of our customers’ content transiting our network”; (d) “modified
20 customer content at the request of law enforcement or another third party”; (e)
21 “modified the intended destination of DNS responses at the request of law
22
23
24
25

26
27 ⁶ See Recording Industry Association of America, Letter to Acting Ass’t U.S. Trade Rep. for
28 Innovation & Intellectual Property, at 4 (Oct. 2, 2017), available at:
<https://docplayer.net/61248917-October-2-in-re-docket-no-ustr-dear-ms-kendall.html>.

1 enforcement or another third party”; or (f) “weakened, compromised, or subverted
2 any of its encryption at the request of law enforcement or another third party.”
3

4 178. Cloudflare also will not voluntarily respond to “requests for
5 information that might be used to identify a Cloudflare customer” and “requires
6 valid legal process such as a subpoena or a foreign government equivalent of a
7 subpoena before providing this type of information to either foreign or domestic law
8 enforcement or civil litigants.” Cloudflare intentionally throws up roadblocks to
9 enforcement in order to facilitate infringement by Thothub and other pirate sites.
10

11 179. When it receives takedown request from creators who discover
12 Cloudflare as the listed server for Thothub, Cloudflare just forwards the requests for
13 removal of content to Thothub.
14

15 180. Cloudflare states that “[i]t is our policy to notify our customers of a
16 subpoena or other legal process requesting their customer or billing information
17 before disclosure of information, whether that legal process comes from the
18 government or private parties involved in civil litigation, unless legally prohibited.”
19 By notifying the customer of complaints before providing the information,
20 Cloudflare alerts the customers so that they can migrate stolen content and make
21 other arrangements to prepare for potentially forthcoming enforcement actions.
22

23 181. Cloudflare has received numerous takedown requests related to
24 Thothub. Per its usual business practices, when it receives a complaint related to
25
26
27
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1 Thothub, Cloudflare simply notifies Thothub about the complaint and continues to
2 serve Thothub, ignoring the red flags of repeat infringement.

3
4 182. Before filing this lawsuit, Waidhofer (through her attorneys) notified
5 Cloudflare in writing that Thothub is a pirate site, that Thothub and its members
6 have engaged in an ongoing pattern and practice of copyright infringement, that
7 Thothub actively solicits and induces infringement from the Licensed Sites, that
8 Thothub and its members routinely post “bounties” seeking “paid” content, that
9 Thothub has infringed copyrights belonging to Waidhofer specifically, that
10 Cloudflare’s servers have produced and distributed illegal copies of many creators’
11 (including Waidhofer’s) works, and that Thothub’s infringement is ongoing. To
12 date, Cloudflare has not responded.

13
14
15 183. Cloudflare has received many DMCA notices from creators on the
16 Licensed Sites related to Thothub’s infringement of their copyrighted works. As
17 with the roughly 15,000 takedown requests for Thothub URLs submitted to Google
18 in the last several months according to the Google Transparency Report, the vast
19 majority of the takedown requests to Cloudflare came from individual creators on
20 the Licensed Sites or groups affiliated with the Licensed Sites.

21
22
23 184. For example, one user who uses the handle “throwawayonlyfan” wrote
24 earlier this year on a Reddit page that she “went the Onlyfans route of selling more
25 exclusive nudes and videos for a set price” and that “in the past few months [her
26 content] leaked on a website called thothub.tv,” which she stated is “well known to
27
28

1 ignore all copyright infringement takedowns, emails, [and] complaints.” Although
2 she “sent several dmca requests beginning in November [2019], all ha[d] been
3 ignored.” The user said that she sent a notice to Cloudflare about Thothub’s
4 infringement, “but [C]loudflare passed my details and complaints onto the true host
5 of the site.” It did nothing more.
6

7
8 185. Despite knowing about Thothub’s repeat infringement, Cloudflare has
9 not taken reasonable action to address Thothub’s repeat infringement and continues
10 to provide material support that facilitates and enables Thothub’s criminal
11 enterprise.
12

13 186. Cloudflare admits on its website that it has the ability, “[i]n appropriate
14 circumstances [to] disable access to Cloudflare services or terminate the accounts of
15 users determined to be repeat infringers.” But Cloudflare has not implemented a
16 reasonable repeat-infringer policy. Cloudflare does not have reasonably adequate
17 protocols, policies, or metrics for addressing repeat infringement by customers, and
18 it does not take reasonable action after being notified about repeat infringement.
19 Cloudflare apparently has no established policy to follow up on infringement
20 notifications to determine whether the infringing content was, in fact, removed from
21 the customer site.
22
23
24

25 187. Although Cloudflare has said that “lawyers highly experienced in
26 copyright law” should assess infringing activity, at least as of January 2018, it did
27
28

1 not employ any attorneys in its Trust & Safety department, which is responsible for
2 receiving infringement complaints.

3
4 188. Despite serving many of the world's leading pirate sites, Cloudflare has
5 *never* voluntarily terminated services to a customer for repeat copyright
6 infringement.

7
8 189. Cloudflare has, however, voluntarily terminated services for other
9 customer sites, including the American Neo-Nazi group Daily Stormer and the
10 conspiracy website 8chan. Cloudflare's CEO Mr. Prince decided to terminate Daily
11 Stormer because he was "in a bad mood," believed "the people behind the Daily
12 Stormer are assholes," and "decided to kick them off the Internet," according to Mr.
13 Guinn's testimony and other documents filed in a recent litigation involving
14 Cloudflare. Despite having the ability to kick customers who do bad things "off the
15 Internet" at its CEO's whim, Cloudflare continues to provide material support to
16 Thothub and other known pirate sites.

17
18
19
20 **J. Advertiser Defendants Conspire With Thothub and Support**
21 **Infringement.**

22 190. The Advertiser Defendants are adult content creators and/or distributors
23 that have entered into agreements with Thothub to provide financial support to
24 Thothub in exchange for premium advertisements and content-sharing on Thothub.
25 In exchange for their financial support, the Advertiser Defendants also receive a
26
27
28

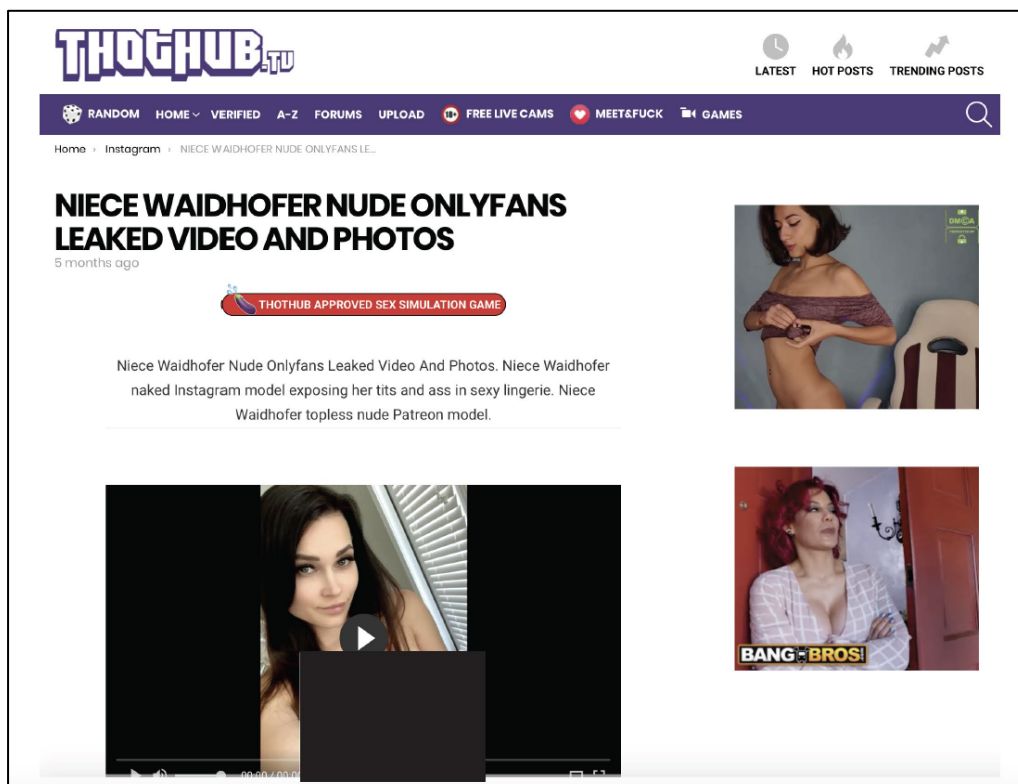
1 form of immunity or protection from Thothub against having their own digital
2 content stolen and illegally distributed by Thothub and its associates.

3
4 191. The Advertiser Defendants each pay Thothub to advertise their own
5 adult content on the Thothub site. The revenue derived from the Advertiser
6 Defendants is used to pay for services that allow Thothub to distribute infringing
7 material, including content delivery and hosting services.
8

9 192. Based on publicly available web traffic data, Thothub receives an
10 estimated over 2 billion page views annually, which translates into millions of
11 dollars in annual advertising value. As explained below, Thothub depends on this
12 advertising revenue to support and enable its infringing activities.
13

14 193. The Advertiser Defendants' advertisements appear on all or virtually all
15 content pages on the Thothub site. For example, below is a screenshot of one of the
16 Thothub pages that depicts Waidhofer's stolen content, as the page appeared on July
17 13, 2020 (partial nudity redacted):
18

19
20 *[screenshot on next page]*
21
22
23
24
25
26
27
28



194. In the screenshot above, links for each of the Advertiser Defendants can be seen on the right side of the screen. The link on the top right (which shows a woman standing in front of what appears to be a chair against a blue-gray background) is a Chaturbate live video feed, and the link on the bottom right (which shows a woman standing in front of what appears to be a door with the notation “BangBros” in the bottom left corner of the image) is a BangBros advertisement.

195. As with other advertisements by the Advertiser Defendants on the site, these links do not appear as static images on Thothub. The Chaturbate link is a direct feed into a live webcam session on Chaturbate. The link shows live video of a female performer on Chaturbate. Clicking on the link (*i.e.*, on the image) takes the user directly into a live webcam session with the depicted performer. The link does

1 not indicate that it is for Chaturbate; rather, it appears to be affiliated Thothub
2 content.

3
4 196. Unlike typical static banner or website advertisements, Chaturbate
5 provides Thothub with real-time access to its live streaming content. When clicked,
6 the video link takes Thothub users directly into the advertised Chaturbate chatroom
7 where viewers can pay for “tokens” to the models in order to make requests. Based
8 on the level of access Chaturbate provides to Thothub—*i.e.*, real-time, continuous
9 access to Chaturbate’s live streaming platform—it is apparent that Chaturbate and
10 Thothub have entered into a mutually beneficial agreement whereby Chaturbate
11 provides financial support and access to its live content in return for Thothub
12 driving users to its platform.

13
14
15
16 197. Each time the page is refreshed, a different Chaturbate live webcam
17 feed shows up on the page, each time linking to a different Chaturbate live webcam
18 session (occasionally repeating feeds that have previously been displayed). The
19 connection between Chaturbate and Thothub’s content networks is dynamic,
20 continuous, and updated in real time.

21
22
23 198. Chaturbate thus controls at least some content that appears on Thothub
24 at all times, and Chaturbate and Thothub’s networks are continuously linked at all
25 times.

26
27 199. Meanwhile, the BangBros advertisement contains graphic images of
28 short clips (each about one second long) from scenes from BangBros adult content

1 that cycles repeatedly. Clicking on the link takes the user directly to
2 tour.bangbros.com, where they are invited to subscribe to BangBros network of
3 online pornography websites.
4

5 200. In addition to the Chaturbate webcam links that appear on every feature
6 page depicting stolen content from the Licensed Sites, Chaturbate live feeds also
7 appear on the Thothub homepage.
8

9 201. The links appear alongside other Thothub posts in the same three-
10 column format as the stolen content. Clicking on the homepage Chaturbate links
11 takes the user directly into the live webcam session shown. As with the other pages,
12 the live webcam feed changes each time the page is refreshed. As with the others,
13 the Chaturbate link does not indicate on its face that it relates to content from a
14 different company; instead, it appears to be Thothub-affiliated content.
15
16

17 202. Based on metrics such as number of total monthly visitors, number of
18 unique monthly visitors, average clicks per visit, and average duration of visit, this
19 marketing space on the Thothub site is worth at least tens of thousands of dollars per
20 month and likely more.
21

22 203. For example, the Website Ad Revenue Estimator tool from Oko Ad
23 Management, which specializes in online advertising, estimates that a website that
24 receives 20,000,000 visits (sessions) per month with an average of 8.6 page views
25 per session—based on average assumptions regarding the geographic mix of the
26 audience, the value of the niche, and the ad placement—would yield over \$4 million
27
28

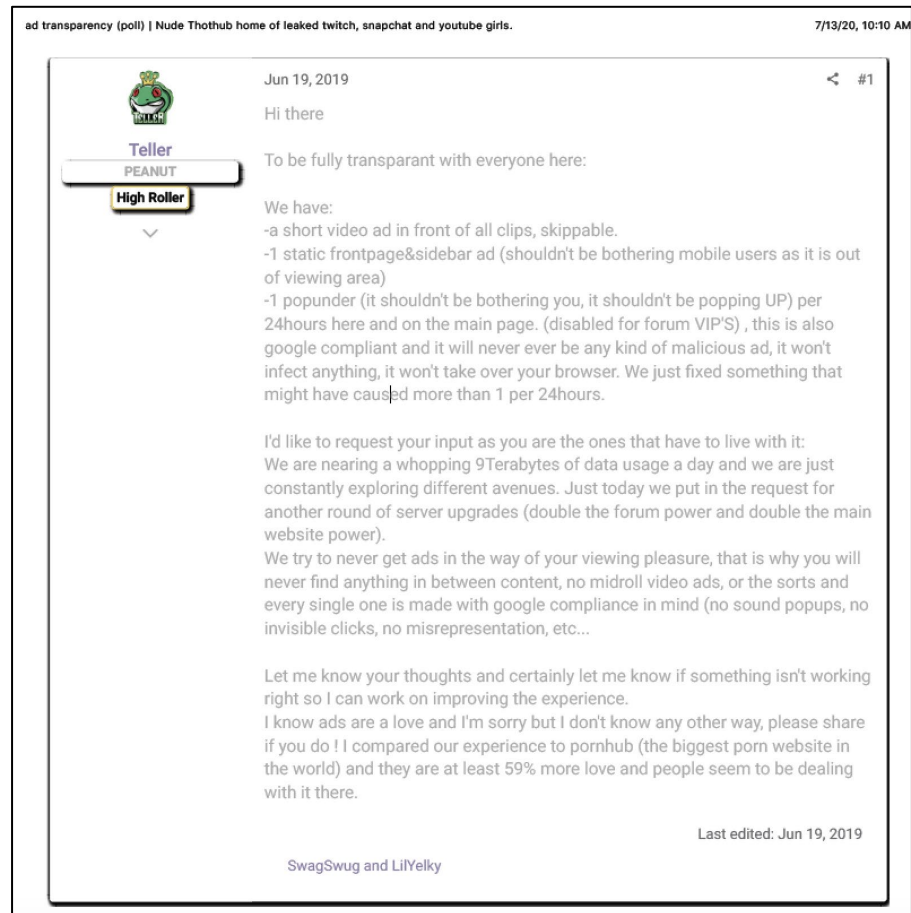
1 in annual advertising revenue. If one assumes that the geographic value of the
2 audience is “high” because the majority of the traffic derives from the United States,
3 Northern Europe, Canada, or Western Europe, as with Thothub, the estimated
4 annual advertising revenue jumps to over \$7.5 million, according to the Ad Revenue
5 Estimator tool.
6

7
8 204. As noted above, Thothub receives far more than 20,000,000 visits per
9 month (for example, it received about 24,000,000 visitors in June 2020) with an
10 average of 8.6 page views per visit. Thus, Thothub’s advertising value figures to be
11 even greater than the calculations above.
12

13 205. The advertising revenue provided by the Advertiser Defendants is
14 critical to helping Thothub provide infringing content to a high volume of users.
15 Thothub and the Members use the revenue from the Advertiser Defendants to pay
16 for content hosting and content delivery services that involve replicating,
17 distributing and displaying the infringing content.
18
19

20 206. In a forum post entitled “ad transparency (poll)” by the member Teller
21 (who handles technical issues for Thothub) dated June 19, 2019, Teller writes:
22

23 *[screenshot on next page]*
24
25
26
27
28



207. In this post, Teller explains the need for Thothub to consider additional advertising because “[w]e are nearing a whopping 9Terabytes of data usage a day and we are just exploring different avenues.” He notes that “[j]ust today we put in the request for another round of server upgrades (double the forum power and double the main website power).” He explains that “[w]e try to never get ads in the way of your viewing pleasure, [sic] that is why you will never find anything in between content.” Consistent with Teller’s description, the Advertiser Defendants’ ads and live feeds described above do not obscure or detract from any of the other content on the site.

1 208. Teller apologizes for the fact that additional advertising revenue is
2 required to support Thothub's infringement, but suggests that Thothub has no other
3 option to operate: "I know ads are a love and I'm sorry but I don't know any other
4 way."

5
6 209. As Teller's post suggests, it costs a lot of money to host and distribute
7 the volume of data and infringing content that Teller indicates Thothub was hosting
8 and distributing even as far back as June 2019. According to one cloud-storage
9 pricing comparison by the company Backblaze, data storage costs in 2020 from
10 leading service providers (including Backblaze, Amazon Web Services, Microsoft
11 Azure, and Google Cloud) range from \$0.005 to \$0.020 per gigabyte per month, and
12 download costs range from \$0.01 to \$0.08 per gigabyte per month.⁷

13
14
15
16 210. Based on Teller's statement in June 2019 that Thothub was "nearing a
17 whopping 9Terabytes of data usage a day," Thothub was transmitting roughly 270
18 terabtyes of data each month and storing at least 9 terabytes each month. Using
19 these figures, Thothub's storage costs ranged from \$45 to \$180 per month, and its
20 data transmission costs ranged from \$2,700 to \$21,600 per month.

21
22 211. Other sources corroborate the high costs of storing and transmitting this
23 much data. As of early 2018, for example, Amazon Web Services (one of the largest
24 hosting firms in the world) offered 1 terabyte of storage and 100 gigabytes of data
25

26
27 ⁷ See BackBlaze, Cloud Storage Pricing Comparison (last visited July 15, 2020), available at:
28 <https://www.backblaze.com/b2/cloud-storage-pricing.html>.

1 transfer (100 GB is equal to 0.1 TB) for approximately \$39.63 per month each. If
2 Thothub hosted and transferred 9 terabytes per day at these prices, the cost would
3 run approximately \$400 per month for storage and over \$3,500 per month for data
4 transfers. This equates to nearly \$50,000 in annual costs for these services alone.
5

6 212. Since June 2019, the web traffic and content base on Thothub has
7 grown exponentially. According to web traffic analytics, site traffic has at least
8 doubled between June 2019 and the present day, and the site hosts orders of
9 magnitude more content than it did in June 2019. The site also picks up thousands of
10 new members each week. As a result of this growth, today Thothub's *monthly* costs
11 likely approach or exceed \$100,000 for content hosting and delivery, and Thothub
12 likely has annual hosting and delivery costs of \$1 million or more.
13
14
15

16 213. Thothub is only able to bear these costs due to the revenue it derives
17 from advertising. Put differently, absent the financial backing of the Advertiser
18 Defendants, Thothub could not continue to commit acts of infringement with
19 anywhere close to the frequency and scale that it now does. The Advertiser
20 Defendants thus materially contribute to the infringement.
21

22 214. The Advertiser Defendants know, or are willfully blind to the fact, that
23 Thothub is a pirate site that features content stolen from the Licensed Sites. Each of
24 the Advertiser Defendants is a major player in the adult entertainment industry. As
25 explained above, it is widely known in the industry that Thothub specializes in
26 providing stolen content, particularly from the Licensed Sites.
27
28

1 215. As noted above, the prominent review site The Porn Dude describes
2 Thothub as “the perfect place for all of you who like to enjoy thots showing you all
3 of their goods but don’t like paying for it.” The Porn Dude adds that the site offers
4 “[f]ree content that you’d otherwise have to pay for.”
5

6 216. Other reviewers well-known within the Advertiser Defendants’
7 industry echo these sentiments. For example, Prime Porn List explains that Thothub
8 is an “amateur/homemade type of site that focuses on conduct” from women on
9 “Patreon, Snapchat, OnlyFans, Twitch, Instagram, and so on.” The review adds that
10 “[h]ere [i.e., on Thothub] you can see their videos and photos for free and all in one
11 place.” The review also notes that the site has “grown exponentially” and is an
12 “excellent option” for viewing “leaks and premium content from” OnlyFans and
13 Patreon.
14
15
16

17 217. As explained above, the moderators and administrators on Thothub also
18 openly and notoriously proclaim that the site is devoted to publishing stolen content
19 from the Licensed Sites.
20

21 218. The Advertiser Defendants select Thothub for advertisements because
22 they know the type of content on the site and that the site generates a high volume of
23 traffic. Further, they know that Thothub displays stolen content from the Licensed
24 Sites and the kinds of consumers that seek such content. The Advertiser Defendants
25 target the same niche of consumers with a similar product.
26
27
28

1 219. Chaturbate markets to a sub-niche that is also a particular target for
2 creators on the Licensed Sites: those who seek paid, “amateur”-themed, adult
3 content.
4

5 220. Advertising on Thothub has generated sales for the Advertiser
6 Defendants. Some of the many thousands of users that have clicked over directly
7 from Thothub to one of the Advertiser Defendants’ sites purchased on their first
8 visit to the Advertiser Defendants’ sites.
9

10 221. Purchasing advertising space on Thothub also serves a second purpose:
11 it undermines some of the Advertiser Defendants’ greatest competition in the market
12 for online adult content.
13

14 222. Over the last year, creators on the Licensed Sites have emerged as a
15 major competitor for the Advertiser Defendants. Creators on the Licensed Sites now
16 enjoy a sizeable, and ever-increasing, market share for online adult-oriented content.
17

18 223. The Advertiser Defendants knowingly support Thothub not only to
19 drive their own sales, but also as a means of devaluing one of their primary sources
20 of competition by helping to leak creators’ competing paid content from Licensed
21 Sites.
22

23 224. Curiously, the Advertiser Defendants’ own stolen content is not
24 featured on Thothub, even though the content fits the description of content that
25 Thothub is looking for. The Advertiser Defendants would not purchase advertising
26 on a site that steals their own content and exercise a degree of control over Thothub
27
28

1 by requiring that their own paid content not appear on Thothub. In exchange for the
2 Advertiser Defendants' material support of Thothub's infringement, Thothub does
3 not allow the Advertiser Defendants own stolen content to appear on Thothub.
4

5 V. RELEVANT STATUTES

6 a. Copyright Act

7
8 225. The Copyright Act provides exclusive property rights to any person
9 that creates "original works of authorship fixed in a tangible medium of expression."
10 17 U.S.C. § 102(a). Works of authorship include, among other things, "pictorial,
11 graphic, and sculptural works" and "motion pictures and other audiovisual works."
12 *Id.* §§ 102(a)(5), –(6). Copyright protection also extends to "compilations and
13 derivative works." *Id.* § 103(a).
14
15

16 226. The copyright owner has the exclusive right to do or authorize the
17 following: (a) to reproduce the copyrighted work in copies or phonorecords; (b) to
18 prepare derivative works based upon the copyrighted work; (c) to distribute copies
19 or phonorecords of the copyrighted work to the public by sale or other transfer of
20 ownership, or by rental, lease, or lending; (d) for certain works including
21 audiovisual works, to perform the copyrighted work publicly; (e) for certain works
22 including pictorial and audiovisual works, to display the copyrighted work publicly;
23 and (f) for sound recordings, to perform the copyrighted work publicly by means of
24 a digital audio transmission. *Id.* § 106.
25
26
27
28

1 227. In addition, the author of a work of visual art has the right “to prevent
2 any intentional distortion, mutilation or other modification of that work which
3 would be prejudicial to his or her honor or reputation, and any intentional distortion,
4 mutilation or modification of that work is a violation of that right.” *Id.* § 106A(a)(3).

5
6 228. The Act also has a criminal section. “Any person who willfully
7 infringes a copyright shall be punished as provided under section 2319 of title 18, if
8 the infringement was committed—(A) for purposes of commercial advantage or
9 private financial gain; (B) by the reproduction or distribution, including by
10 electronic means, during any 180-day period, of one or more copies of phonorecords
11 of one or more copyrighted works, which have a total retail value of more than
12 \$1,000; or (C) by the distribution of a work being prepared for commercial
13 distribution, by making it available on a computer network accessible to members of
14 the public, if such person knew or should have known that the work was intended
15 for commercial distribution.” *Id.* § 506(a).

16
17
18
19
20 ***b. Racketeering Influenced and Corrupt Organizations Act (RICO)***

21 229. RICO is a broad federal statute that provides for criminal sanctions and
22 private causes of action related to organized criminal acts by an enterprise that
23 engages in, or whose activities affect, interstate or foreign commerce. *See* 18 U.S.C.
24 § 1961 *et seq.*

25
26 230. Among other things, RICO makes it unlawful for any person to (a) use
27 or invest any income (or proceeds of income) derived, directly or indirectly, from a
28

1 pattern of racketeering activity in any enterprise engaged in interstate or foreign
2 commerce; (b) acquire or maintain, directly or indirectly, through a pattern of
3 racketeering activity, any interest in or control of an enterprise engaged in interstate
4 or foreign commerce; (c) conduct or participate, directly or indirectly, through a
5 pattern of racketeering activity, in the conduct of an enterprise engaged in interstate
6 or foreign commerce; or (d) conspire to violate any of the above.

9 231. The term “racketeering activity” is defined to mean any of a wide
10 variety of criminal acts under federal and state law. Each instance of such crimes is
11 known as a RICO predicate act. Pursuant to the Anticounterfeiting Consumer
12 Protection Act of 1996, RICO was amended to include criminal copyright
13 infringement as a predicate act.

16 232. RICO defines a “pattern of racketeering activity” to “require[] at least
17 two acts of racketeering activity, one of which occurred after the effective date of
18 this chapter and the last of which occurred within ten years (excluding any period of
19 imprisonment) after the commission of a prior act of racketeering activity.”

21 233. RICO defines an “enterprise” to include “any individual, partnership,
22 corporation, association, or other legal entity, and any union or group of individuals
23 associated in fact although not a legal entity.”

25 234. RICO establishes a private right of action in favor of “[a]ny person
26 injured in his business or property by reason of a violation of [RICO].” Such person
27 “may sue therefor in any appropriate United States district court and shall recover
28

1 threefold the damages he sustains and the cost of the suit, including a reasonable
 2 attorney's fee.”

3
 4 ***c. Digital Millennium Copyright Act (DMCA)***

5 235. The Digital Millennium Copyright Act of 1998 (DMCA) creates safe
 6 harbors to copyright infringement for online service providers (“OSPs”) that are “a
 7 provider of online services or network access, or the operator of facilities therefor.”
 8 17 U.S.C. § 512(k)(1)(B); *id.* §§ 512(b)–(d).

9
 10 236. Among other things, for safe harbor, the DMCA requires OSPs to
 11 adopt a “repeat infringer policy.” *Id.* § 512(i)(1)(A). In addition, the OSP must
 12 establish a notice-and-take-down process. *Id.* § 512(c)(1)(C). The DMCA requires
 13 the OSP to reasonably implement its repeat infringer and notice-and-take-down
 14 policies in order to qualify for a DMCA safe harbor.
 15
 16

17 237. In order to benefit from any limitation of liability (safe harbor)
 18 established under the DMCA, the OSP must “adopt[] and reasonably implement[],
 19 and inform[] subscribers and account holders of, ... [its] policy that provides for the
 20 termination in appropriate circumstances of subscribers and account holders ... who
 21 are repeat infringers.” *Id.* § 512(i)(1)(A).
 22
 23

24 238. One of the specific DMCA safe harbors (the “Storage Safe Harbor”)
 25 applies to OSPs that are accused of copyright infringement “by reason of the storage
 26 at the direction of a user of material that resides on a system or network controlled
 27 or operated by or for the service provider.” *Id.* § 512(c).
 28

1 239. In order to qualify for the Storage Safe Harbor, the OSP must (a) adopt,
2 inform users about, and implement a repeat-infringer policy; (b) lack actual
3 knowledge of infringement and/or awareness of facts and circumstances making
4 infringement apparent (so-called “red flags”); (c) act expeditiously to remove
5 infringing material once it acquires such actual knowledge or awareness; (d) not
6 receive a direct financial benefit from infringement, if the OSP has the ability to
7 control the infringement; (e) designate an agent for receipt of copyright claims both
8 on the OSP’s website and with the U.S. Copyright Office; (f) comply with the
9 DMCA’s notice-and-take down requirements, including by expeditiously removing
10 infringing matter or blocking access upon proper notice by the copyright holder; and
11 (g) accommodate and not interfere with so-called “standard technical measures” to
12 protect copyrighted material.

13
14
15
16
17 240. Another specific DMCA safe harbor (the “Caching Safe Harbor”)
18 applies to OSPs that are accused of copyright infringement “by reason of the
19 intermediate and temporary storage of material on a system or network controlled or
20 operated by or for the service provider.” *Id.* § 512(b)(1).

21
22 241. To qualify for the Caching Safe Harbor, the OSP must show that (a) a
23 third-party website made the allegedly infringing material available online; (b) the
24 third-party website transmits material through the OSP’s system or network at the
25 direction of another third party (i.e., an end user); (c) the material is stored through
26 automated processes for purposes of making it available to other users who request
27
28

1 access to the material; (d) the material is transmitted to these other users without
2 modification; (e) the OSP does not allow access to the material without any
3 passwords or fees required by the third-party website; (f) the OSP expeditiously acts
4 to take down or block access to allegedly infringing cached material when it
5 receives take-down notice, if the material has been taken down from the original
6 third-party site and the complainant so states in its notice to the OSP; and (g) adopt
7 and implement a reasonable repeat-infringer policy.
8
9

10 242. As referenced above, the DMCA provides for a notice-and-take-down
11 process. Upon receipt of a compliant notice of infringement, the OSP must
12 “expeditiously” remove or block access to the allegedly infringing material. *Id.* §
13 512(c)(1)(C).
14
15

16 243. The DMCA also authorizes a copyright owner or person authorized to
17 act on the owner’s behalf to request any U.S. District Court to issue a subpoena to
18 an OSP for identification of an alleged infringer, provided certain requirements are
19 met. *Id.* § 512(h). If the requirements are met, the subpoena “shall authorize and
20 order the service provider receiving the notification and the subpoena to
21 expeditiously disclosure to the copyright owner or person authorized by the
22 copyright owner information sufficient to identify the alleged infringer of the
23 material described in the notification to the extent such information is available to
24 the service provider.” *Id.*
25
26
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244. The DMCA also sets out particular provisions regarding injunctive relief available against OSPs. The court may issue an injunction regardless whether the OSP qualifies for a safe harbor, although the nature of the relief that may be ordered varies depending on whether a safe harbor applies. *Id.* § 512(j)(1)(A)–(B).

245. In deciding on an injunction, the court “shall consider (A) whether such an injunction, either alone or in combination with other such injunctions issued against the same service provider under this subsection, would significantly burden either the provider or the operation of the provider’s system or network; (B) the magnitude of the harm likely to be suffered by the copyright owner in the digital network environment if steps are not taken to prevent or restrain the infringement; (C) whether implementation of such an injunction would be technically feasible and effective, and would not interfere with access to noninfringing material at other online locations; and (D) whether other less burdensome and comparably effective means of preventing or restraining access to the infringing material are available.”

Id. § 512(j)(2).

VI. CAUSES OF ACTION

Count One: Conduct of RICO Enterprise (18 U.S.C. § 1962(c))
(against all Defendants)

246. All of the preceding allegations are incorporated as if fully set forth herein.

1 247. Thothub, by and through its Members and other participants,
2 constitutes an association-in-fact enterprise because, among other reasons, (a) those
3 involved in Thothub have the common purpose to unlawfully steal, use, distribute,
4 and profit from digital content from the Licensed Sites; (b) Thothub has a detailed
5 structure or organization, including a command hierarchy, different ranks for its
6 members, and a governing set of rules determined by the Members; (c) the Members
7 participate in the operation or management of the enterprise by imposing and
8 enforcing rules on other members of the enterprise; (d) Thothub has enjoyed
9 sufficient longevity to accomplish its purpose and has continuously been in
10 operation for more than a year; and (e) the enterprise functions as a continuing unit
11 with membership, rank, privileges, and access constantly being maintained by the
12 Members.
13

14 248. Thothub is an enterprise engaged in interstate commerce because it
15 traffics in commercial content that is subject to U.S. Copyright law and available in
16 multiple states. Cloudflare is an enterprise engaged in interstate commerce because
17 it conducts business and maintains facilities in multiple states. The Advertiser
18 Defendants are enterprises engaged in interstate commerce because they conduct
19 business and produce content that is available to customers in multiple states.
20

21 249. Defendants have engaged in intentional and willful conduct in service
22 of the criminal enterprise, including but not limited to, (a) committing acts of
23 copyright infringement; (b) inducing others to commit acts of copyright
24
25
26
27
28

1 infringement; (c) extorting others to commit acts of copyright infringement; (d)
2 selling access to stolen content; (e) inhibiting enforcement actions and inducing
3 others to do the same; (f) purchasing instrumentalities and services for the specific
4 purpose of committing unlawful acts; and (g) imposing rules and organizational
5 structure on the enterprise.
6

7
8 250. Defendants have committed numerous acts of racketeering, including
9 thousands of acts of criminal copyright infringement and extortion.

10
11 251. The Thothub enterprise has committed numerous acts of criminal
12 copyright infringement because (a) Plaintiff and many other creators own valid
13 copyrights in their works, including works on the Licensed Sites; (b) Defendants
14 have repeatedly infringed those copyrights by making unauthorized copies of the
15 works, distributing copies of the works, displaying copies of the works, modifying
16 the works, and/or creating derivative works, and inducing others to the same; (c)
17 Defendants have committed these acts of infringement willfully and with knowledge
18 that the infringement is unlawful; and (d) Defendants committed these acts of direct
19 and induced infringement for the purpose of commercial advantage or private
20 financial gain.
21
22
23

24 252. Thothub and the Members have committed thousands of acts of
25 extortion by using their position as managers of Thothub to threaten or induce others
26 to steal copyrighted works of value from the Licensed Sites, and to provide those
27
28

1 works of value to Thothub and the Members, in exchange for being removed from
2 the “Pit” and granted access to Thothub’s full library of stolen works.

3
4 253. These criminal acts reflect a pattern of racketeering because (a) there
5 are at least two predicate acts and indeed many more than two; (b) the predicate acts
6 are closely related to one another in that all were committed in service of achieving
7 the criminal purpose of the enterprise to unlawfully use, steal, distribute, and profit
8 from digital content stolen from the Licensed Sites; and (c) the acts are continuous
9 because they have occurred within the span of the last two years and have been
10 accomplished through similar means for a similar purpose.

11
12
13 254. The acts of racketeering have caused harm to Waidhofer by, among
14 other things, damaging her reputation, devaluing her commercial content, and
15 diverting customers who would otherwise purchase access to her accounts on the
16 Licensed Sites.

17
18 255. Defendants have each participated in the commission of these acts.

19
20 **Count Two: RICO Conspiracy (18 U.S.C. § 1962(d))**
21 *(against all Defendants)*

22 256. All of the preceding allegations are incorporated as if fully set forth
23 herein, including those allegations set forth above regarding the criminal enterprise,
24 acts of racketeering, pattern of racketeering activity, and harm caused to Waidhofer
25 by reason of the acts of racketeering.
26
27
28

257. Thothub, the Members, Cloudflare, and the Advertiser Defendants adopted the goal of furthering or facilitating Thothub's criminal endeavor to unlawfully use, steal, distribute, and profit from digital content stolen from the Licensed Sites.

258. Each of these Defendants was aware of the essential nature and scope of the enterprise and intended to participate in it.

259. Each of these Defendants agreed to commit or participate in a violation of at least two predicate offenses, including thousands of acts of criminal copyright infringement.

Count Three: Receiving Income from RICO Enterprise (18 U.S.C. § 1962(a))
(against all Defendants)

260. All of the preceding allegations are incorporated as if fully set forth herein, including those allegations set forth above regarding the criminal enterprise, acts of racketeering, pattern of racketeering activity, and harm caused to Waidhofer by reason of the acts of racketeering.

261. Thothub, the Members, Cloudflare, and the Advertiser Defendants received income derived from the pattern of racketeering activity described herein and used the income to acquire or invest in an enterprise in interstate commerce.

262. Each of the Defendants obtained such income with knowledge, or willful blindness, that the income derived from Thothub's racketeering activity.

1 **Count Four: Controlling RICO Enterprise (18 U.S.C. § 1962(b))**
2 *(against the Members)*

3 263. All of the preceding allegations are incorporated as if fully set forth
4 herein, including those allegations set forth above regarding the criminal enterprise,
5 acts of racketeering, pattern of racketeering activity, and harm caused to Waidhofer
6 by reason of the acts of racketeering.
7

8 264. The Members have maintained control over the enterprise by, among
9 other things, operating the Thothub website, imposing rules and discipline on the
10 members, and enacting an organizational structure under which they have certain
11 managerial powers over the enterprise.
12

13 **Count Five: Direct Copyright Infringement**
14 *(against Thothub, the Members, and Cloudflare)*

15 265. All of the preceding allegations are incorporated as if fully set forth
16 herein.
17

18 266. Waidhofer owns valid copyrights in certain photographic and
19 audiovisual works that have appeared on Thothub (the “Works”).
20

21 267. With respect to the Works, Thothub and the Members infringed by
22 reproducing copies of the Works, preparing derivative works based upon the Works,
23 distributing copies of the Works to the public by sale or other transfer of ownership,
24 and displaying the Works on Thothub. The elements copied include constituent parts
25 of the Works that are original.
26
27
28

1 268. With respect to the Works, Cloudflare infringed by reproducing and
2 storing copies of the Works on its servers and distributing copies of the Works to the
3 public through its content delivery network. The elements copied include constituent
4 parts of the Works that are original.
5

6 269. The infringement by Thothub, the Members, and Cloudflare is ongoing.
7

8 270. As a result of these acts of infringement, Waidhofer has suffered actual
9 damages and the Defendants have wrongfully profited. Waidhofer may also elect to
10 recover statutory damages.
11

12 **Count Six: Contributory Copyright Infringement**
13 *(against all Defendants)*

14 271. All of the preceding allegations are incorporated as if fully set forth
15 herein.
16

17 272. Thothub, the Members, Cloudflare, and the Advertiser Defendants each
18 know that Thothub, by and through its associates, routinely commits acts of
19 copyright infringement and that substantially all “unverified” content on Thothub
20 constitute infringing works.
21

22 273. Thothub and the Members induce, cause, or materially contribute to the
23 infringing conduct, among other things, by encouraging associates to commit
24 copyright infringement, rewarding associates for committing copyright
25 infringement, assisting associates to avoid copyright enforcement, and providing a
26 platform for displaying stolen copyrighted works.
27
28

1 274. Cloudflare causes or materially contributes to the infringing conduct,
2 among other things, by distributing the stolen works through its content delivery
3 network, reproducing copies of the stolen works on its servers, and shielding the
4 direct infringers from enforcement actions.
5

6 275. The Advertiser Defendants induce, cause, or materially contribute to
7 the infringing conduct, among other things, by knowingly providing funds that are
8 necessary to support the infringing activity through the purchase of expensive web-
9 hosting and content-delivery services.
10

11
12 **Count Seven: Induced Copyright Infringement**
13 *(against Thothub, the Members, and Advertiser Defendants)*

14 276. All of the preceding allegations are incorporated as if fully set forth
15 herein.

16 277. Thothub, the Members, and the Advertiser Defendants have induced
17 copyright infringement by, among other things, distributing stolen content
18 (including the Works) on Thothub and making instrumentalities of the Thothub site
19 (including its servers, networks, and domain name) available for infringing use and
20 promoting infringement by actively encouraging and assisting associates to steal
21 content from the Licensed Sites (including the Works).
22

23 278. The Advertiser Defendants have induced Thothub to steal content from
24 the Licensed Sites, in particular, as a means of undermining their business
25 competition. Conversely, the Advertiser Defendants have used their power or
26
27
28

1 control over Thothub and the Members to induce them not to steal content from the
2 Advertiser Defendants.

3
4 279. As a result of Thothub, the Members' and the Advertiser Defendants'
5 assistance and inducement, Thothub and its associates have committed numerous
6 acts of infringement, including stealing, reproducing, distributing, and displaying
7 the Works.
8

9
10 **Count Eight: Misappropriation of Likeness**
(against Thothub, the Members, and Advertiser Defendants)

11 280. All of the preceding allegations are incorporated as if fully set forth
12 herein.

13
14 281. Thothub, the Members, and the Advertiser Defendants used Plaintiff's
15 name and likeness by, among other things, listing Plaintiff's name in the Thothub
16 glossary and elsewhere on Thothub, selling subscriptions to view content that
17 includes images of Plaintiff, and using Plaintiff's images to draw traffic to the
18 Advertiser Defendants' sites.
19

20 282. This misappropriation of Plaintiff's name and likeness was done in part
21 for the commercial advantage of Thothub, the Members, and the Advertiser
22 Defendants.
23

24 283. Plaintiff did not consent to these uses of her name and likeness.
25
26
27
28

1 284. As a result of this misappropriation of Plaintiff's name and likeness,
2 Plaintiff suffered injury including loss of subscriptions, unpaid royalties, and
3 reputational and emotional harm.
4

5 285. Thothub, the Members, and the Advertiser Defendants'
6 misappropriation of Plaintiff's name and likeness was done willfully and
7 maliciously or with wanton disregard for the harm that the misappropriation was
8 likely to inflict, and has inflicted, on Plaintiff.
9

10 **Count Nine: Unfair Competition**
11 *(against Thothub, the Members, and Advertiser Defendants)*

12 286. All of the preceding allegations are incorporated as if fully set forth
13 herein.
14

15 287. Thothub, the Members, and Advertiser Defendants commercially
16 compete against creators from the Licensed Sites, including Plaintiff, in the business
17 of online adult entertainment.
18

19 288. Plaintiff has invested substantial time and money in the development of
20 her intellectual property, reputation, and business on the Licensed Sites and
21 elsewhere.
22

23 289. Thothub, the Members, and Advertiser Defendants have appropriated
24 Plaintiff's property by using her name, likeness, reputation, fame, and intellectual
25 property as featured content and "click bait" to drive traffic and sales for their own
26 competing products and services.
27
28

1 290. They have also unfairly undermined competition from Plaintiff by
2 intentionally contributing to the leaking of her paywall content, which has caused
3 persons who would otherwise have purchased subscriptions to Plaintiff's account on
4 the Licensed Sites not to do so.

5
6 291. They have also falsely associated with Plaintiff and traded off of her
7 name, likeness, and reputation without authorization for their own commercial
8 advantage.

9
10 292. Plaintiff has been injured by the Advertiser Defendants'
11 misappropriation through, among other things, lost sales, lost royalties for use of her
12 name and likeness, and harm to reputation. Defendants have also been unjustly
13 enriched as a result of the misappropriation.

14
15
16 **Count Ten: California Business & Professions Code § 17200 *et seq.***
17 *(against Thothub, the Members, and the Advertiser Defendants)*

18 293. All of the preceding allegations are incorporated as if fully set forth
19 herein.

20 294. Thothub, the Members, and Advertiser Defendants commercially
21 compete against creators from the Licensed Sites, including Plaintiff, in the business
22 of online adult entertainment.

23
24 295. Plaintiff has invested substantial time and money in the development of
25 her intellectual property, commercial reputation, and business on the Licensed Sites
26 and elsewhere.

1 296. Thothub, the Members, and Advertiser Defendants have appropriated
2 Plaintiff's property by using her name, likeness, reputation, fame, and intellectual
3 property as featured content and "click bait" to drive traffic and sales for their own
4 competing products and services.
5

6 297. They have also unfairly undermined competition from Plaintiff by
7 intentionally contributing to the leaking of her paywall content, which has caused
8 persons who would otherwise have purchased subscriptions to Plaintiff's account on
9 the Licensed Sites not to do so.
10

11 298. They have also falsely associated with Plaintiff and traded off of her
12 name, likeness, and reputation without authorization for their own commercial
13 advantage.
14

15 299. Plaintiff has been injured by the Advertiser Defendants'
16 misappropriation through, among other things, lost sales, lost royalties for use of her
17 name and likeness, and harm to reputation.
18

19
20 **Count Eleven: Negligence / Gross Negligence**
21 *(against Cloudflare)*

22 300. All of the preceding allegations are incorporated as if fully set forth
23 herein.
24

25 301. Cloudflare owed a duty to Plaintiff as a result of its willful conduct in
26 providing certain storage, delivery, and security services for Thothub.
27
28

302. Cloudflare breached its duty to Plaintiff because it did not exercise reasonable care to ensure that Plaintiff was not injured as a result of Cloudflare's willful conduct in providing these services to a Thothub, a notorious pirate site.

303. As a result of Cloudflare's failure to exercise reasonable care, Plaintiff suffered injury to her business, reputation, and emotional well-being that she would not otherwise have suffered.

304. The injuries that Plaintiff suffered as the result of Cloudflare's breach were a foreseeable consequence of Cloudflare's breach and within the array of predictable risks created by the breach.

305. Cloudflare's failure to exercise reasonable care in respect of the services it provided Thothub was done with malice or wanton disregard for Plaintiff's interests and represented an extreme and unjustified departure from the ordinary standards of reasonable care.

VIII. JURY DEMAND

306. Plaintiff demands a jury trial on all issues that may be tried before a jury in this matter and has submitted the jury fee.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests that the Court grant the following relief:

- a. Order Cloudflare and the Advertiser Defendants to disclose information in their possession, custody, or control that may be used to ascertain the identity of Thothub and the Members;

- b. Preliminarily and permanently enjoin Defendants from continuing to infringe Plaintiff's copyrights or use Plaintiff's name or likeness for any purpose, and from continuing to provide services or support that enables such infringement or use;
- c. Award Plaintiff her actual damages suffered as a result of the unlawful conduct described herein and/or statutory damages under the Copyright Act and California Business & Professions Code 17200 *et seq.*;
- d. Award Plaintiff treble damages for injuries to her business or property that resulted from Defendants' racketeering activity describe herein, pursuant to the RICO Act;
- e. Award Plaintiff any profits obtained by any Defendant as a result of the direct and indirect copyright infringement of her works described herein;
- f. Disgorge any other ill-gotten gains from the Defendants and award them to Plaintiff;
- g. Award Plaintiff punitive or exemplary damages in an amount sufficient to deter Defendants from committing further unlawful acts;
- h. Award Plaintiff her reasonable attorneys' fees and costs of suit; and
- i. Grant such other relief as the Court finds just and proper.

1 Dated: August 3, 2020

Respectfully submitted,

2 REESE MARKETOS LLP

3
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