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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

_____	x
WARREN PANDISCIA, on behalf	: Case No. _____
of himself and all others similarly	:
situated,	: CLASS ACTION COMPLAINT
	:
<i>Plaintiff,</i>	: 1. BREACH OF IMPLIED CONTRACT
	: AND OF THE IMPLIED COVENANT
	: OF GOOD FAITH AND FAIR
v.	: DEALING;
	:
TWITCH INTERACTIVE, INC.	: 2. UNJUST ENRICHMENT;
and AMAZON.COM, INC.,	: 3. BREACH OF EXPRESS CONTRACT;
	:
<i>Defendants.</i>	: 4. VIOLATION OF CALIFORNIA'S
_____	x UNFAIR COMPETITION LAW, CAL.
	BUS. & PROF. CODE §§ 17200, ET
	SEQ.

DEMAND FOR JURY TRIAL

1 Plaintiff Warren Pandiscia, on behalf of himself and all others similarly
2 situated, brings this action against Defendant Twitch Interactive, Inc. (“Twitch”),
3 and its present, former, or future direct and indirect parent companies, subsidiaries,
4 affiliates, agents, and/or other related entities. Plaintiff alleges the following on
5 information and belief—except as to his own actions, counsel’s investigations, and
6 facts of public record.

7 INTRODUCTION

8 1. This is a nationwide class action arising from Defendants unlawfully
9 using millions of videos from Twitch’s online video streaming and viewing
10 platform, www.twitch.tv, in order to feed, train, improve, and commercialize
11 Defendants’ large-scale generative artificial intelligence (“AI”) models and
12 products.

13 2. Twitch is the world’s leading live video platform and community for
14 gamers.

15 3. In February 2014, The Wall Street Journal ranked Twitch as the 4th
16 largest website in terms of peak internet traffic in the U.S., fortifying the brand as an
17 entertainment industry leader and the epicenter of social video for gamers.¹

18 4. Amazon.com, Inc. (“Amazon”) acquired Twitch in 2014 for
19 approximately \$970 million in cash.²

20 5. In July 2014 more than 55 million unique visitors viewed more than 15
21 billion minutes of content on Twitch, produced by more than 1 million broadcasters,
22 including individual gamers, pro players, publishers, developers, media outlets,
23

24
25 ¹ The Wall Street Journal, *Amazon to Buy Video Site Twitch for \$970 Million* (Aug.
26 26, 2014), <https://www.wsj.com/articles/amazon-to-buy-video-site-twitch-for-more-than-1-billion-1408988885>

27 ² AmazonNews, *Amazon.com to Acquire Twitch* (Aug. 25, 2014),
28 <https://press.aboutamazon.com/2014/8/amazon-com-to-acquire-twitch>

1 conventions and stadium-filling esports organizations.³

2 6. By 2026, Twitch had over 240 million monthly active users, with
3 roughly 26 to 30 million people visiting the platform every single day.

4 7. About 3.2 million to 6.9 million unique creators go live on the platform
5 each month, and average concurrent (simultaneous) viewership hovers around 2.1 to
6 2.37 million users at any given moment.

7 8. On or about August 12, 2026, Twitch has confirmed that its parent
8 company, Amazon, uses the platform's content for AI training, and users will need
9 to opt out of the program if they don't like it.⁴

10 9. Twitch's Chief Product Officer Mike Minton "defended" the decision
11 to opt in all accounts automatically during a live Q&A session, stating, "If it was
12 opt-in, nobody would opt in. That's honestly the answer."⁵

13 10. The default configuration allows Amazon to collect live broadcasts,
14 recorded videos, clips, chat logs, channel imagery, and text.⁶

15 11. To stop data collection, streamers must go to their account settings,
16 select the Security and Privacy section, and disable the option labeled "Training for
17 Generative AI."

18 12. The policy triggered immediate backlash across the creator community
19 on Twitch, with broadcasters voicing frustration over automatic enrollment into AI
20 dataset collection, considering many users and community create anti-AI content.⁷

21 ³ *Id.*

22 ⁴ PCMag, *Amazon is Using Twitch Content for AI Training: Here's How You Can*
23 *Opt Out* (Aug. 13, 2026), [https://www.pcmag.com/news/amazon-is-using-twitch-](https://www.pcmag.com/news/amazon-is-using-twitch-content-for-ai-training-heres-how-you-can-opt-out)
24 [content-for-ai-training-heres-how-you-can-opt-out](https://www.pcmag.com/news/amazon-is-using-twitch-content-for-ai-training-heres-how-you-can-opt-out)

25 ⁵ *Id.*

26 ⁶ The American Bazaar, *Amazon automatically trains AI models on Twitch channel*
27 *content by default* (August 13, 2026),
[https://americanbazaaronline.com/2026/08/13/amazon-automatically-trains-ai-](https://americanbazaaronline.com/2026/08/13/amazon-automatically-trains-ai-models-on-twitch-486342/)
28 [models-on-twitch-486342/](https://americanbazaaronline.com/2026/08/13/amazon-automatically-trains-ai-models-on-twitch-486342/).

⁷ *Id.*

1 13. Upon information and good faith belief, Defendants have been mining
2 creators' content on Twitch to train AI without creators' knowledge or consent since
3 as far back as 2024, prior to updating Twitch settings to allow creators to opt out of
4 the collection.

5 14. When users questioned if their content is already being used to train AI
6 without their knowledge, Minton responded as follows: "I don't actually know the
7 answer to that question because I don't know what Amazon has done in terms of
8 model training and what they've used and not used."⁸

9 15. Twitch's Terms of Service, in effect since March 2024, have stipulated
10 that users grant Twitch and its sublicensees the right to use, reproduce, modify,
11 adapt, distribute, and create derivative works from their content. However, until
12 now, they have not explicitly stated that such materials could be used to train
13 generative AI models.⁹

14 16. Defendants know that the Twitch community of streamers is largely
15 opposed to the use of generative AI, since the most prevalent generative AI products
16 are trained on books, images, videos, and other materials scraped from the internet
17 without consent.¹⁰

18 17. Even Twitch's approach to breaking this news shows that Defendants
19 are bracing for backlash. Instead of telling the community that Amazon is training
20 on Twitch users' content, Twitch framed the announcement as "[adding] a setting
21 that lets you opt out of having your channel content used to train generative AI
22 content models across Amazon."¹¹

23
24 ⁸ *Id.*

25 ⁹ *See, e.g.,* [https://legal.twitch.com/es-mx/legal/terms-of-](https://legal.twitch.com/es-mx/legal/terms-of-service/?utm_source=chatgpt.com)
26 [service/?utm_source=chatgpt.com](https://legal.twitch.com/es-mx/legal/terms-of-service/?utm_source=chatgpt.com)

27 ¹⁰ [https://techcrunch.com/2026/08/12/amazon-will-train-on-twitch-streamers-](https://techcrunch.com/2026/08/12/amazon-will-train-on-twitch-streamers-content-by-default-unless-they-opt-out/)
28 [content-by-default-unless-they-opt-out/](https://techcrunch.com/2026/08/12/amazon-will-train-on-twitch-streamers-content-by-default-unless-they-opt-out/)

¹¹ *Id.*

1 18. Twitch stream recordings are incredibly valuable for Defendants,
2 offering thousands of hours of audio and video content to help train AI models.

3 19. Rather than seek permission or pay a fair price for the audiovisual
4 content streamed on Twitch, Defendants harvested content creators' streams at scale
5 without consent or compensation.

6 20. Defendants' actions were not only unlawful, but an unconscionable
7 attack on the community of content creators whose content is used to fuel the multi-
8 trillion-dollar generative AI industry without any compensation.

9 21. Content creators such as Plaintiff and the Class Members will never be
10 able to claw back the intellectual property unlawfully copied and used by Defendants
11 to train Amazon's generative AI. Once AI ingests content, that content is stored in
12 its neural network, and not capable of deletion or retraction. Defendants' actions
13 constitute abuse and exploitation of content creators' work for Defendants' profit.

14 22. Twitch streams and videos are not registered with the U.S. Copyright
15 Office. That lack of registration, however, does not render them valueless or
16 leave them unprotected. Content creators invest time, skill, and resources into
17 producing their works, which are exploited by Defendants for their own gain without
18 authorization.

19 23. An essential component of Defendants' business model—powering AI
20 features and services with large-scale training data—includes the mass acquisition
21 and ingestion of creators' content captured on the Twitch platform.

22 24. Defendants have benefitted substantially from their infringement of
23 Plaintiff's and Class Members' video and streaming content through Defendant
24 Amazon's training of its generative AI products.

25 25. Plaintiff and the Class Members whom Plaintiff seeks to represent are
26 content creators who share their audiovisual content on twitch.tv. On information and
27 belief, the audiovisual content of Class Members was among the content used by
28

1 Defendants to train Amazon’s generative AI models.

2 26. Plaintiff brings this class action on behalf of himself and on behalf
3 of a nationwide class of Twitch content creators whose works were captured,
4 ingested, and trained on without authorization.

5 **JURISDICTION AND VENUE**

6 27. *Subject Matter Jurisdiction.* This Court has subject matter jurisdiction
7 pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d).
8 The amount in controversy exceeds the sum of \$5,000,000 exclusive of interests and
9 costs, there are well over 100 putative Class members, and minimal diversity exists
10 because one or more putative Class members are citizens of a different state than at
11 least one Defendant.

12 28. *Personal Jurisdiction.* This Court has personal jurisdiction over
13 Defendant Twitch because Twitch maintains its principal place of business in the
14 state of California—specifically, in this District. This Court has personal jurisdiction
15 over Defendant Amazon because Defendant conducts business in this District, and
16 a substantial part of the events, acts and omissions giving rise to Plaintiff’s claims
17 occurred in this District.

18 29. *Venue.* Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)
19 because the Defendant is located in this District, Defendant conducts business in this
20 District, and a substantial part of the events, acts and omissions giving rise to
21 Plaintiff’s claims occurred in this District.

22 **PARTIES**

23 *Plaintiff*

24 30. Plaintiff Warren Pandiscia is a citizen of the State of Connecticut
25 residing in Fairfield County.

26 *Defendant Twitch Integrated, Inc.*

27 31. Defendant is a Delaware corporation with its headquarters located at
28

350 Bush St., 2d Floor, San Francisco, California, 94104.

Defendant Amazon.com, Inc.

32. Defendant is a Delaware corporation with its headquarters located at 410 Terry Avenue North, Seattle, WA 98109.

FACTUAL BACKGROUND

A. Amazon AI Products

33. Defendant Amazon operates several large-scale generative AI models and products, including its commercialized text-to-video model “Nova Reel” and the broader family of generative AI models, generative video understanding architectures, and AI services that Defendant has developed, deployed, and monetized across its for-profit enterprise (collectively, “Amazon’s AI Products”).

34. One of such products is Nova Reel, an AI system designed by Defendant Amazon to generate video output from text and image input. This “text-to-video” and “image-to-video” system is intended to allow consumers to generate videos using text and image prompts.

35. Nova Reel is a text-to-video AI model conceived and marketed as Amazon's dedicated video generation platform. Amazon Nova Reel is commercially available through Amazon Bedrock, Amazon’s managed AI services platform, where Amazon charges enterprise customers per second of video generated. Amazon Nova Reel was developed by Amazon AGI, the artificial general intelligence division of Amazon.com, Inc., and was publicly launched in December 2024 as part of the Amazon Nova family of commercial foundation models.

36. The technology Defendant Amazon has and continues to develop is now a core feature of the commercial AI products and services Amazon offers to its customers. Through Amazon Bedrock and related offerings, Defendant’s enterprise customers can leverage this capability, which turns text or a static image into a video, for which Amazon charges on a per-use basis.

1 37. By capturing Twitch creators’ content, Defendants used Plaintiff’s and
2 Class Members’ intellectual property for their own commercial gain.

3 38. Rather than seek permission or pay a fair price for the audiovisual
4 content streamed on Twitch, Defendants harvested content creators’ work product
5 without authorization or compensation.

6 39. Amazon’s appetite for video training data at massive scale is
7 documented in its own publications. In a March 2024 paper, *VidLA: Video-*
8 *Language Alignment at Scale*, Amazon researchers disclosed that Amazon
9 “utilize[d] 20 million videos from the YT-Temporal-1B [] dataset”—a publicly
10 indexed collection of YouTube video identifiers—to construct a proprietary
11 training corpus of approximately 800 million video clips, which Amazon named
12 YT-VidLA-800M.¹²

13 40. Amazon’s published documentation for Nova Reel likewise states that
14 Amazon “pre-train[s] the [foundation model] using curated data from a variety of
15 sources, including licensed and proprietary data, open-source datasets, and publicly
16 available data where appropriate.”¹³ On information and belief, content captured
17 from Twitch is among the so-called “proprietary data” used to pre-train, improve,
18 and commercialize Amazon’s AI Products, including Nova Reel and its successors.

19 41. Amazon has also acquired video training data from platforms it does
20 not own. To train Nova Reel, Amazon obtained millions of YouTube videos for its
21 AI training by deploying automated tools alleged to circumvent YouTube’s
22 technological protection measures, including technology designed to defeat

23 ¹² Mamshad Nayeem Rizve, Fan Fei, Jayakrishnan Unnikrishnan, Son Tran,
24 Benjamin Z. Yao, Belinda Zeng, Mubarak Shah & Trishul Chilimbi, *VidLA:*
25 *Video-Language Alignment at Scale*, arXiv:2403.14870 (Mar. 21, 2024),
26 <https://arxiv.org/pdf/2403.14870>.

27 ¹³ Amazon Web Services, *Amazon Nova Reel AI Service Card*,
28 <https://docs.aws.amazon.com/ai/responsible-ai/nova-reel/overview.html> (last
visited Aug. 19, 2026).

1 YouTube's blocking, verification, and access-token systems.¹⁴ At Twitch,
2 Defendants controlled the platform and held the content, and simply took it—
3 enrolling every creator by default and disclosing the program only after the fact.

4 **B. Plaintiff and Class Members Create and Control Their Channels on**
5 **Twitch**

6 42. Plaintiff and the Class Members are independent content creators of
7 audiovisual content.

8 43. Plaintiff and the Class Members create video content and stream their
9 content onto Twitch's channel sharing platform.

10 44. While Twitch does not offer a dedicated feature for private channels,
11 streamers can set their channels to subscriber-only mode, allowing only paying
12 subscribers to view the stream.

13 45. Twitch offers an option to creators to save their streams for a certain
14 period of time (for example, as videos on demand), but does not offer an official
15 way to download someone else's videos.

16 46. Given these restrictions, content creators, including Plaintiff and Class
17 Members, expect that their work product will not be copied at scale without consent.

18 **C. Defendants' Actions Enriched Them and Caused Harm to Plaintiff and**
19 **Class Members**

20 47. Defendant Amazon requires significant amounts of data to feed, train,
21 improve, and commercialize its generative AI products including Nova Reel, the
22 text-to-video model created, owned and controlled by Amazon.

23 48. Defendants accessed Plaintiff's and Class Members' audiovisual
24 content from Twitch for use in their training data for Amazon AI products, without
25

26 ¹⁴ First Am. Class Action Compl. ¶¶ 80-84, *Ted Entertainment, Inc. v.*
27 *Amazon.com, Inc.*, No. 2:26-cv-01134-JNW (W.D. Wash. June 30, 2026), ECF No.
28 13.

proper authorization.

49. Amazon AI projects are not research tools or isolated projects; they are Defendant's attempt to commercialize foundational text-to-video AI models.

50. Because Amazon AI products are commercialized, Amazon had an overwhelming incentive to acquire training data on an unprecedented scale. Rather than negotiate for lawful licenses or seek permission, Defendants accessed the Twitch streams and videos to utilize them as a massive dataset necessary to fuel Amazon's AI products.

51. At no time did Defendants seek or obtain Plaintiff's or Class Members' authorization to access and use the content Defendants used to train Amazon's generative AI models.

52. At no time did Defendants compensate Plaintiff or the Class Members for the access, copying, ingestion, and use of their Twitch content in AI training and related workflows.

53. Plaintiff and Class Members used Twitch with the expectation that their streaming and video content would not be subject to unauthorized accessing and downloading, bulk extraction, and other forms of data mining utilized by Defendants to obtain creators' video content.

54. Plaintiff and Class Members suffered concrete and particularized economic injuries.

55. Defendants' conduct caused concrete harm to the market for Plaintiff's and Class Members' streams and videos. Instead of seeking to purchase copies of the audiovisual files from Plaintiff and members of the Class, Defendants chose to illegally capture, download and ingest creators' work product for free.

56. Plaintiff and Class Members also suffered injury in the loss of control of their works.

57. Plaintiff's and Class Members' loss of control over the audiovisual

1 files at issue here effectively undermines any ability to ensure that they are fairly
 2 compensated for exploitation of their work product. That is especially true here,
 3 where Defendants captured their audiovisual files and likely retained copies of
 4 them.

5 58. Despite this Plaintiff and the Class have no visibility into how and for
 6 what purpose Defendants continue to exploit their content, captured without
 7 consent, without any compensation to the creators.

8 59. As a direct and proximate result of Defendants' actions, Plaintiff has
 9 suffered actual damages, including loss of control over his work product and
 10 impairment of its market value.

11 **D. How Twitch Transmits Live Streams and Chat**

12 60. A Twitch livestream is an electronic communication consisting of
 13 images, sounds, and data transmitted through an electronic communications system.
 14 When a creator broadcasts, the creator's broadcasting software or hardware
 15 transmits an audiovisual signal through the Internet to a designated Twitch server.¹⁵
 16 Twitch then "perform[s] real-time processing, like video transcoding on these
 17 streams" and "provide[s] a high throughput control plane for making them available
 18 for world-wide distribution at scale."¹⁶

19 61. Twitch chat is likewise a real-time messaging system. According to
 20 Twitch's own developer documentation, "[c]hat is an essential part of the Twitch
 21 experience, allowing community members, streamers, chatbots to interact with each
 22

23 ¹⁵ *Video Broadcasting Overview*, Twitch Developers (explaining that creators
 24 capture a video signal from games and cameras and send it "through the open
 25 Internet, into Twitch using *Real-Time Message Protocol (RTMP)*"),
<https://dev.twitch.tv/docs/video-broadcast/> (last visited Aug. 20, 2026).

26 ¹⁶ Roth Puri, Christopher Lafata, Kevin Pan & Eric Kwong, *Ingesting Live Video*
 27 *Streams at Global Scale*, Twitch Blog (Apr. 26, 2022),
 28 <https://blog.twitch.tv/en/2022/04/26/ingesting-live-video-streams-at-global-scale/>.

1 other in real time.”¹⁷ Twitch chat operates over “Twitch IRC,” a chat interface.¹⁸

2 62. Every chat message travels from the sender’s device to Twitch’s chat
3 servers, which relay the message in real time to every client connected to that
4 channel’s chat room. Each chat message accordingly exists as a communication in
5 transit over Twitch’s network at the moment Twitch’s systems receive, handle, and
6 deliver it.

7 63. Live streams and stream chats are communications exchanged
8 between and among creators and their viewers; Twitch operates the network over
9 which those communications travel. Defendant Amazon is a legal entity separate
10 and distinct from Twitch and is not a party to the communications exchanged
11 between creators and viewers on the Twitch platform.

12 64. As alleged above, creators can restrict access to their streams,
13 including by setting their channels to subscriber-only mode. Twitch likewise offers
14 followers-only and subscribers-only chat modes that restrict who may participate in
15 a channel’s chat. Communications transmitted through these restricted modes are
16 not configured to be readily accessible to the general public.

17 **E. The “Training for Generative AI” Program Captures Streams and Chat**
18 **Without Notice or the Consent of All Parties**

19 65. On August 12, 2026, Twitch’s official support account announced:
20 “We’ve added a setting that lets you opt out of having your channel content used to
21 train generative AI content models across Amazon,” linking an accompanying help
22 article.¹⁹

23 _____
24 ¹⁷ Twitch Developers, *Getting Started with Chat & Chatbots*,
<https://dev.twitch.tv/docs/irc/get-started/> (last visited Aug. 19, 2026).

25 ¹⁸ Twitch Developers, *Twitch IRC*, <https://dev.twitch.tv/docs/chat/irc/> (last visited
26 Aug. 19, 2026).

27 ¹⁹ Twitch Support (@TwitchSupport), X (Aug. 12, 2026, 12:12 PM EST),
<https://x.com/TwitchSupport/status/2087572924450455558> (linking Twitch help
28 article, *Twitch Account Settings: Training for Generative AI*, <https://help.twitch.tv>).

1 66. Twitch’s support documentation states that the content eligible for
2 Amazon’s generative AI training includes a channel’s “streams, VODs, clips,
3 stream chats, and pictures and text on your channel,” which may be used in “future
4 training of a model developed by Amazon whose purpose is to generate or
5 synthesize text, audio, images, or video.”²⁰

6 67. Twitch’s FAQ offers, as an example of the program’s operation, that a
7 creator’s “audio might help refine models that create speech to text, which would
8 help improve captions at Twitch but would also help improve captions across
9 Amazon.”²¹ Defendants have confirmed that the resulting models may be deployed
10 across Amazon’s businesses generally, and not merely at Twitch.²²

11 68. Public reporting describes the categories of content Defendants collect
12 under the program as including “live broadcasts” as a category separate and distinct
13 from recorded videos, and clips.²³ On information and belief, Defendants’
14 acquisition of live broadcasts and stream chats occurs in real time,
15 contemporaneously with the transmission of those communications between
16 creators and viewers, while the communications are in transit over Twitch’s
17 network.

18 69. The “Training for Generative AI” setting is channel-scoped, not
19 person-scoped. Twitch’s help documentation states: “If you chat on someone else’s
20 stream, their opt-out preferences govern if that chat can be used for training.”²⁴ A
21 person’s own opt-out therefore does not prevent Defendants from capturing and
22

23 ²⁰ Twitch, *Twitch Account Settings: Training for Generative AI*,
24 https://help.twitch.tv/s/article/twitch-account-settings?language=en_US#FAQ.

²¹ *Id.*

25 ²² The Register, *Twitch feeds your streams to Amazon’s AI unless you tell it to stop*
26 (Aug. 13, 2026), [https://www.theregister.com/offbeat/2026/08/13/twitch-feeds-](https://www.theregister.com/offbeat/2026/08/13/twitch-feeds-your-streams-to-amazons-ai-unless-you-tell-it-to-stop/5287258)
27 [your-streams-to-amazons-ai-unless-you-tell-it-to-stop/5287258](https://www.theregister.com/offbeat/2026/08/13/twitch-feeds-your-streams-to-amazons-ai-unless-you-tell-it-to-stop/5287258).

²³ See The American Bazaar, *supra* note 6.

28 ²⁴ Twitch, *supra* note 20.

1 using that person’s chat messages whenever that person chats in another channel,
2 and a channel owner’s default setting purports to authorize Amazon’s capture of
3 chat messages written by participants who never consented and whose own
4 preferences are disregarded. By design, Defendants never obtain—and their
5 systems are incapable of obtaining—the consent of all parties to the
6 communications they capture.

7 70. Defendants provided no advance notice of the program. Twitch sent
8 no email, displayed no pop-up notification, and made no announcement before
9 enabling the setting for every account. The setting was instead discovered by a
10 reporter, Zach Bussey.²⁵

11 71. Users have further reported that the opt-out toggle has reverted to the
12 enabled position after being switched off.²⁶

13 72. The August 2026 disclosure was itself years late. In 2024, Mike
14 Minton—then Twitch’s Chief Monetization Officer—acknowledged at an event
15 hosted by The Information that Twitch content was already being used for Amazon
16 AI development “in a prototyping, not in any kind of production scale, capacity.”
17 That use was never disclosed to creators, and no opt-out mechanism of any kind
18 existed at the time.²⁷

19 ²⁵ Hacks Technology News, *Twitch Adds Opt-Out for Amazon AI Training After*
20 *Enrolling All Creators by Default* (Aug. 14, 2026),
21 [https://www.ghacks.net/2026/08/14/twitch-adds-opt-out-for-amazon-ai-training-](https://www.ghacks.net/2026/08/14/twitch-adds-opt-out-for-amazon-ai-training-after-enrolling-all-creators-by-default/)
22 [after-enrolling-all-creators-by-default/](https://www.ghacks.net/2026/08/14/twitch-adds-opt-out-for-amazon-ai-training-after-enrolling-all-creators-by-default/).

23 ²⁶ GeekWire, *Amazon’s Twitch is using livestreams to train its generative AI, and*
24 *nobody’s happy with it* (Aug. 15, 2026),
25 [https://www.geekwire.com/2026/amazons-twitch-is-using-livestreams-to-train-its-](https://www.geekwire.com/2026/amazons-twitch-is-using-livestreams-to-train-its-generative-ai-and-nobodys-happy-with-it/)
26 [generative-ai-and-nobodys-happy-with-it/](https://www.geekwire.com/2026/amazons-twitch-is-using-livestreams-to-train-its-generative-ai-and-nobodys-happy-with-it/).

27 ²⁷ Tech Times, *Twitch Streams Feed Amazon AI by Default; Opt Out or Your*
28 *Content Is Already Used* (Aug. 13, 2026),
[https://www.techtimes.com/articles/324235/20260813/twitch-streams-feed-](https://www.techtimes.com/articles/324235/20260813/twitch-streams-feed-amazon-ai-default-opt-out-your-content-already-used.htm)
amazon-ai-default-opt-out-your-content-already-used.htm (reporting Mr. Minton’s
2024 statements at an event hosted by The Information, as reported by 404 Media).

1 73. Nor was the 2024 acknowledgment equivocal. Asked at The
2 Information’s event whether Amazon uses Twitch to train AI models, Mr. Minton
3 answered: “Yeah, for sure.” He continued: “I mean, I think obviously within the
4 bounds of user trust within the bounds of privacy regulations, which vary all around
5 the world, but of course we have a role to play in that.”²⁸

6 74. Those remarks establish that Defendants understood, no later than
7 2024, that their use of Twitch content for AI training was constrained by “privacy
8 regulations” and by “user trust”—and that Defendants proceeded anyway, for more
9 than two additional years, without disclosing the practice to creators, without
10 amending the Privacy Notice or the Terms of Service to reflect it, and without
11 obtaining anyone’s consent. Defendants’ conduct after that acknowledgment was
12 knowing and willful. The assurance itself proved hollow: a program genuinely
13 conducted “within the bounds of user trust” is not one that must be enabled silently
14 and by default because, as Mr. Minton later admitted, “[i]f it was opt-in, nobody
15 would opt in.”

16 75. Amazon captured, read, learned, and used the contents of Plaintiff’s
17 and Class Members’ communications—their live streams and stream chats—for
18 Amazon’s own commercial purposes, including the development, improvement,
19 and commercialization of Amazon’s AI Products, and not for the purpose of
20 providing any service to the communicating parties.

21 76. Twitch intentionally designed, configured, maintained, and operated
22 the systems that captured Plaintiff’s and Class Members’ communications and
23 routed them to Amazon, and did so pursuant to commercial arrangements and
24 coordinated planning between Twitch and Amazon.

25
26 ²⁸ Ars Technica, *Twitch Content Has Trained Amazon AI for Years, but Users Can*
27 *Opt Out Now* (Aug. 2026), [https://arstechnica.com/ai/2026/08/twitch-content-has-](https://arstechnica.com/ai/2026/08/twitch-content-has-trained-amazon-ai-for-years-but-users-can-opt-out-now/)
28 [trained-amazon-ai-for-years-but-users-can-opt-out-now/](https://arstechnica.com/ai/2026/08/twitch-content-has-trained-amazon-ai-for-years-but-users-can-opt-out-now/).

F. The Governing Contract Documents and Defendants’ Launch-Day Amendments

77. Use of the Twitch platform is governed by Twitch’s Terms of Service, a standard-form contract drafted by Twitch, which directs users to the Twitch Privacy Notice “for information relating to how we collect, use, and disclose your personal information.” The Terms of Service define “Twitch” to mean Twitch Interactive, Inc. “collectively with its affiliates.”²⁹

78. In Section 19(e) of the Terms of Service, Twitch selected California law and California courts for all disputes with its users, nationwide: “You agree that any dispute, claim, or cause of action of any sort that might arise between the parties will be governed by this Agreement and the laws of the State of California and applicable United States federal law,” and all such disputes “shall be brought and resolved exclusively by the United States District Court for the Northern District of California or a California state court located in San Francisco County, California.”³⁰

79. Throughout the period of the conduct alleged herein—from at least October 27, 2023 through August 11, 2026—Section 8(a)(i) of the operative Terms of Service granted Twitch and its sub-licensees a license to use, reproduce, modify, adapt, and create derivative works from User Content, subject to an express statement of the grant’s purpose: “Twitch can exercise these rights in connection with monetizing the Twitch Services.”³¹

80. Section 8(a) of the Terms of Service further provided that, “[w]ith

²⁹ Twitch, *Terms of Service* §§ 1, 3 (last modified Aug. 12, 2026), <https://legal.twitch.com/en/legal/terms-of-service/>; Twitch, *Privacy Notice* (last modified Aug. 12, 2026), <https://legal.twitch.com/en/legal/privacy-notice/>.

³⁰ Twitch, *Terms of Service*, *supra* note 29, § 19(e).

³¹ Twitch, *Terms of Service* § 8(a)(i) (last modified Oct. 27, 2023), <https://legal.twitch.com/en/legal/terms-of-service/20232710/>. Where available, prior versions of the Terms of Service and Privacy Notice have been independently verified in the Internet Archive’s Wayback Machine, <https://web.archive.org/>.

1 respect to streaming live and pre-recorded audio-visual works, the rights granted by
2 you hereunder terminate once you delete such User Content from the Twitch
3 Services, or generally by closing your account,” subject only to certain enumerated
4 exceptions. The training of generative AI models is not among the enumerated uses
5 that survive deletion or account closure.³²

6 81. On August 12, 2026—the same day the “Training for Generative AI”
7 setting was launched—Twitch amended the Terms of Service. Among other
8 changes, Twitch rewrote the purpose sentence of the Section 8(a)(i) license,
9 replacing “Twitch can exercise these rights in connection with monetizing the
10 Twitch Services” with “Twitch can exercise these rights in connection with Twitch
11 and/or its affiliates’ business.”³³

12 82. The same August 12 amendment added an entirely new recital to
13 Section 8, providing that “[b]y live streaming or otherwise making User Content
14 available on Twitch, you are directing Twitch to also cache and/or store your User
15 Content and every individual piece of it (such as each video clip, audio segment,
16 image, or text)” and “directing Twitch to use any automated tools enabled on your
17 account to generate and store additional content for you.”³⁴ No comparable
18 language appeared in any prior version.

19 83. The August 12 amendments are themselves evidence that the Terms of
20 Service in effect during the relevant period did not convey the rights Defendants
21 exercised. Had the operative license already authorized the use of creators’ content
22 for Amazon’s generative AI business, no amendment expanding the grant’s purpose
23 from “monetizing the Twitch Services” to “Twitch and/or its affiliates’ business,”
24

25 ³² *Id.* § 8(a)(iii); *Terms of Service* § 8(a)(v) (last modified Dec. 8, 2025)
26 <https://legal.twitch.com/en/legal/terms-of-service/20250812/>.

27 ³³ Compare Twitch, *Terms of Service*, *supra* note 31, § 8(a)(i), with Twitch, *Terms*
28 *of Service* (last modified Aug. 12, 2026), *supra* note 29, § 8(a)(i).

³⁴ Twitch, *Terms of Service* (last modified Aug. 12, 2026), *supra* note 29, § 8.

1 and no newly minted recital of user “direction,” would have been necessary. On
2 information and belief, the amendments were made in anticipation of disputes
3 concerning the program. So too the opt-out toggle itself: an “irrevocable” license
4 that already conveyed the right to train AI models would render an opt-out option
5 meaningless.

6 84. Meanwhile, Twitch’s Terms of Service categorically forbid users from
7 engaging in the very conduct Defendants engaged in at scale. Section 7 prohibits
8 “use of any data mining, robots, or similar data gathering or extraction methods”
9 and “downloading (except page caching) of any portion of the Twitch Services, the
10 Materials, or any information contained in them,” and Section 10 prohibits
11 accessing any Twitch resource “by means of any robot, spider, scraper, crawler, or
12 other automated means for any purpose.” Creators reasonably understood from
13 Twitch’s own contract that bulk copying and extraction of platform content was
14 impermissible.³⁵

15 85. The Twitch Privacy Notice tells the same story. The version in effect
16 immediately before the program’s disclosure, last modified January 15, 2026,
17 enumerated the uses to which Twitch put user information—operating and
18 developing the Twitch Services, providing security, managing account
19 relationships, recommending content and advertising, enabling participation
20 features, preventing fraud and abuse, and “understand[ing] the usage trends of our
21 users.” No enumerated use disclosed the training of artificial intelligence or
22 generative AI models.³⁶

23 86. On August 12, 2026—again, the day of the launch—Twitch amended
24

25 ³⁵ Twitch, *Terms of Service* (last modified Aug. 12, 2026), *supra* note 29, §§ 7,
26 10(xi).

27 ³⁶ Twitch, *Privacy Notice* § 2 How Twitch Uses Personal Information (last
28 modified Jan. 15, 2026), <https://legal.twitch.com/en/legal/privacy-notice/20261501/>.

the Privacy Notice to add, for the first time, that Twitch uses information “to test and improve technology, including machine learning and artificial intelligence, to support and enhance the customer experience across our products and services,” and that “[t]his includes using data to develop or deploy our generative AI models and services,” with a link to Amazon’s “Generative AI Development Disclosure.”³⁷

87. Counsel’s review of the Privacy Notice’s link to Amazon’s “Generative AI Development Disclosure” on August 20, 2026 confirmed that the link is broken, and the following message appears when the link is clicked:

SORRY
something went wrong
on our end

Please go back and try again
or go to [Amazon’s home page](#).



Brandi
[Meet the dogs of Amazon](#)

88. In any event, both the pre- and post-amendment Privacy Notices contain two commitments Twitch made to its users. First, a non-retroactivity covenant: “We will not materially change our policies and practices to make them less protective of personal information collected in the past under a prior version of

³⁷ Twitch, *Privacy Notice*, *supra* note 29, § 2 How Twitch Uses Personal Information (linking Amazon, *Generative AI Development Disclosure*, <https://www.amazon.com/gp/help/customer/display.html?nodeId=TmGoGN3UbFaQ1CAph7>).

1 the Privacy Notice without the consent of affected individuals.” Second, an
2 advance-notice promise: “Other than as set out in this Privacy Notice, you will
3 receive notice when personal information about you might be shared with third
4 parties and you will have an opportunity to choose not to share the information.”³⁸

5 89. Twitch broke both of its promises. It promised that if it ever changed
6 the rules in a way that gave users’ old information less protection, it would ask
7 permission first—but instead, it took everything users had uploaded over the years
8 and fed it into AI training without asking anyone. Then, it quietly flipped the AI
9 training switch to “on” for every account, without informing users, and therefore
10 without obtaining their consent. And Twitch’s second promise, to warn people
11 before sharing their information and give them a chance to say no, was also broken:
12 Twitch provided no warning, and by the time anyone could say no, the sharing had
13 already happened.

14 90. Nor did the Privacy Notice’s general statement that information shared
15 with affiliates “may be used by both Twitch and Amazon to operate, provide,
16 develop, and improve Amazon’s and Twitch’s products and services” disclose the
17 conduct at issue. That boilerplate language addresses the handling of users’ personal
18 information; no reasonable user would understand it to authorize the wholesale
19 copying of creators’ original audiovisual works and private communications into
20 training corpora for commercial generative AI models sold to third parties.
21 Defendants’ own August 12 amendments to both the Terms of Service and the
22 Privacy Notice—adding express generative-AI language that would have been
23 unnecessary surplusage if the prior text already covered it—confirm as much.

24 91. Twitch intentionally designed, configured, maintained, and operated
25

26 ³⁸ Twitch, *Privacy Notice*, *supra* note 29, § 15 Changes and Updates to This
27 Privacy Notice, § 3 When Twitch Discloses Personal Information; Twitch, *Privacy*
28 *Notice* (last modified Jan. 15, 2026), *supra* note 36 (same).

1 the systems that captured Plaintiff's and Class Members' communications and
2 routed them to Amazon, and did so pursuant to commercial arrangements and
3 coordinated planning between Twitch and Amazon.

4 **G. Plaintiff's Experience**

5 92. Plaintiff Pandiscia is a citizen of the State of Connecticut. At all times
6 relevant to this action, Plaintiff resided in Fairfield County, Connecticut.

7 93. Plaintiff has been a frequent and regular Twitch content creator for
8 close to ten years, with over 900 followers on his channel.

9 94. In the course of creating content on Twitch, Plaintiff has streamed over
10 1,000 hours of content.

11 95. Plaintiff has invested substantial time and money into bringing
12 awareness around his content, including tens of thousands of dollars in equipment,
13 props, and subscriptions used in connection with his streams. For instance, Plaintiff
14 has streamed footage of his building LEGO sets and playing videogames. Without
15 guarantee of success, Plaintiff has incurred substantial time and monetary expense
16 for the sole purpose of bettering his viewers' experience.

17 96. Plaintiff derives value from his Twitch channel via viewership and
18 related monetization.

19 97. Plaintiff had no reason to believe that Defendants would be using his
20 content to train their generative AI products and Plaintiff is opposed to such use of
21 his original content.

22 98. In fact, once Plaintiff found out about the opt-out option rolled out by
23 Twitch earlier this week, he has changed his Twitch account settings to stop
24 Defendants from using his content to train AI.

25 99. Plaintiff maintained his Twitch account, and created and streamed his
26 content, subject to Twitch's Terms of Service and Privacy Notice. Had Defendants
27 disclosed that content and communications on the platform would be captured and
28

1 used to train Amazon’s generative AI products, Plaintiff would have opted out
2 immediately—as he in fact did as soon as he learned of the setting—and would not
3 have made his content and communications available on the same terms.

4 100. Plaintiff lost money and property as a result of Defendants’ conduct:
5 his original audiovisual works, communications, and associated data are property;
6 Defendants took and monetized them without compensation, diminishing their
7 value, depriving Plaintiff of the compensation an existing licensing market places
8 on content of this kind, and depriving him of control over his works and
9 communications.

10 **CHOICE OF LAW ALLEGATIONS**

11 101. California’s substantive law may be applied to Plaintiff and every
12 Class member without offending the Due Process Clause (U.S. Const. amend. XIV,
13 § 1) or the Full Faith and Credit Clause (U.S. Const. art. IV, § 1). California has
14 extensive contacts—and, indeed, is the center of gravity—for the conduct
15 challenged in this action, giving the State a paramount interest in having its law
16 govern and ensuring the choice of California law is neither arbitrary nor unfair.

17 102. Twitch is incorporated under California law and maintains its principal
18 place of business in San Francisco, California. From that headquarters Twitch
19 directs the operation of its website and the content capturing that give rise to
20 Plaintiff’s claims. These deliberate California contacts are more than sufficient to
21 make application of California law constitutionally permissible.

22 103. The servers, compliance staff, and information-technology teams that
23 configure the challenged practices are based principally in California. Accordingly,
24 the wrongful interceptions and disclosures alleged herein emanated from within
25 California’s borders—even when a content creator accessed Twitch’s site from
26 another state.

27 104. California’s choice-of-law rules likewise point to California. Under
28

1 California’s “most significant relationship” test, the place where the tortious
2 conduct occurred and where Defendant Twitch is headquartered carry particular
3 weight. Both factors favor application of California law to the nationwide class.

4 105. Because Defendants purposely availed themselves of California law,
5 and because the gravamen of Plaintiff’s claims arises from decisions and conduct
6 centered in California, California has a far greater interest in regulating this conduct
7 than any other jurisdiction. California law therefore governs the claims of all Class
8 members.

9 106. Application of California law is also what Defendants themselves
10 bargained for. Section 19(e) of the Terms of Service provides that “any dispute,
11 claim, or cause of action of any sort that might arise between the parties will be
12 governed by this Agreement and the laws of the State of California and applicable
13 United States federal law,” and requires that such disputes be brought exclusively
14 in this District or in San Francisco County. Having selected California law to govern
15 every dispute with every user nationwide, Defendants cannot be heard to object to
16 the application of California law, including the California Invasion of Privacy Act,
17 to the claims of Plaintiff and the Class.

18 TOLLING

19
20 107. Any applicable statute of limitations has been tolled by the “delayed
21 discovery” rule. Plaintiff did not know (and had no way of knowing) that his Twitch
22 content was intercepted and used to train AI because Defendants kept this
23 information secret.

24 CLASS ALLEGATIONS

25
26 108. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure
27 23 individually and on behalf of the following Nationwide Class:
28

1 All content creators who used the Twitch platform at twitch.tv and
2 whose content was used to train Amazon's AI products without
3 consent.

4 109. Excluded from the Class are: (1) any Judge or Magistrate presiding over
5 this action and any members of their immediate families; (2) the Defendants,
6 Defendants' subsidiaries, affiliates, parents, successors, predecessors, and any entity
7 in which the Defendants or their parents have a controlling interest and their current
8 or former employees, officers, and directors; and (3) Plaintiff's counsel and
9 Defendants' counsel.

10 110. *Numerosity*. The exact number of members of the Class is unknown
11 and unavailable to Plaintiff at this time, but individual joinder in this case is
12 impracticable. The Class likely consists of millions of individuals, and the members
13 can be identified through Defendants' records.

14 111. *Predominant Common Questions*. The Class's claims present common
15 questions of law and fact, and those questions predominate over any questions that
16 may affect individual Class members. Common questions for the Class include, but
17 are not limited to, the following:

- 18 a. Whether Defendants breached an implied contract with Plaintiff and
19 Class members;
- 20 b. Whether Defendants breached express contractual commitments in the
21 Terms of Service and the Privacy Notice, including the covenant not to
22 apply materially less-protective practices to past-collected information
23 without consent, the promise of advance notice and an opportunity to
24 decline third-party sharing, and the scope and termination limits of the
25 Section 8 content license;
- 26 c. Whether Defendants' conduct constitutes unlawful, unfair, or
27 fraudulent business acts or practices within the meaning of California's
28 Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, and whether

1 Plaintiff and Class members lost money or property as a result;

2 d. Whether Defendants were unjustly enriched;

3 e. Whether Plaintiff and the Class are entitled to equitable relief, including
4 but not limited to injunctive relief, restitution, and disgorgement; and,

5 f. Whether Plaintiff and the Class are entitled to actual, statutory, punitive
6 and/or other forms of damages, and other monetary relief.

7 112. *Typicality*. Plaintiff's claims are typical of the claims of the other
8 members of the Class, and these claims arise from the same conduct by Defendants
9 and are based on the same legal theories.

10 113. *Adequate Representation*. Plaintiff has and will continue to fairly and
11 adequately represent and protect the interests of the Class. Plaintiff has retained
12 counsel competent and experienced in complex litigation and class actions,
13 including litigations to remedy privacy violations. Plaintiff has no interest that is
14 antagonistic to the interests of the Class, and Defendant has no defenses unique to
15 Plaintiff. Plaintiff and his counsel are committed to vigorously prosecuting this
16 action on behalf of the members of the Class, and they have the resources to do so.
17 Neither Plaintiff nor his counsel have any interest adverse to the interests of the other
18 members of the Class.

19 114. This class action is appropriate for certification because class
20 proceedings are superior to other available methods for the fair and efficient
21 adjudication of this controversy and joinder of all members of the Class is
22 impracticable. This proposed class action presents fewer management difficulties
23 than individual litigation, and provides the benefits of single adjudication,
24 economies of scale, and comprehensive supervision by a single court. Class
25 treatment will create economies of time, effort, and expense and promote uniform
26 decision-making.

27 115. Plaintiff may revise the foregoing class allegations and definitions
28

1 based on facts learned and legal developments following additional investigation,
2 discovery, or otherwise.

3 **FIRST CAUSE OF ACTION**
4 **BREACH OF IMPLIED CONTRACT AND OF THE IMPLIED**
5 **COVENANT OF GOOD FAITH AND FAIR DEALING**
6 ***(On behalf of Plaintiff & the Class against Defendant Twitch)***

7 116. Plaintiff re-alleges and incorporates paragraphs 1 through 115 with the
8 same force and effect as if fully restated herein.

9 117. Plaintiff and Class Members are content creators with Twitch channels
10 who uploaded and streamed original audiovisual work product through the Twitch
11 platform.

12 118. Twitch streamers earn a portion of the subscription fees paid by their
13 viewers, ads shown during their streams, and revenue from viewers who purchase
14 “bits” to “cheer” during streams – with the remainder going to Twitch.

15 119. By utilizing the Twitch platform—creating accounts, streaming
16 original audiovisual works, and participating in Twitch’s revenue-sharing
17 programs—Plaintiff and Class members each respectively entered into an implied-
18 in-fact contract with Defendant Twitch, the terms of which are implied from the
19 parties’ conduct, their course of dealing, and the circumstances of the relationship
20 alleged herein.

21 120. The implied terms of those contracts included, among others: (a) that
22 Twitch would use creators’ content only within the scope of the parties’ disclosed
23 relationship—operating, promoting, and monetizing the Twitch Services, with
24 creators receiving their agreed share of the resulting revenue; (b) that creators’
25 content would not be copied at scale for undisclosed commercial exploitation
26 outside that relationship, consistent with Twitch’s own contractual prohibitions on
27 data mining, bulk downloading, and automated extraction of platform content; and
28 (c) that rights in streaming live and pre-recorded audio-visual works would end

1 upon deletion or account closure, as Twitch's own operative terms provided.

2 121. Every contract governed by California law also contains an implied
3 covenant of good faith and fair dealing, which prohibits each party from doing
4 anything that injures the right of the other to receive the benefits of the agreement
5 and constrains any exercise of contractual discretion. The parties' implied covenant
6 forbade Twitch from wielding a license granted in the context of a content-
7 distribution and revenue-sharing relationship to convey creators' entire body of
8 work to its parent company as free training stock for separate commercial AI
9 products—a use no creator contemplated, that was concealed while it occurred, and
10 that Twitch's own executives acknowledged users would never have approved if
11 asked.

12 122. To the extent Defendant Amazon claims rights in Plaintiff's and Class
13 Members' content as Twitch's affiliate or sub-licensee, Amazon took any such
14 rights subject to the same limitations, and is bound by the scope, purpose, and
15 termination provisions of the contracts under which it claims—including Twitch's
16 own contractual prohibitions on data mining, bulk downloading, and automated
17 extraction of platform content.

18 123. Plaintiff and Class members would not have submitted their original
19 work product to Twitch had they known that Defendant had no intention of keeping
20 this implied contract.

21 124. Defendant breached its implied contracts with Plaintiff and the Class
22 Members, and the implied covenant of good faith and fair dealing, by capturing
23 their original work product and using it to train Amazon's AI products, without
24 authorization; by exploiting creators' content outside the scope and purpose of the
25 parties' relationship and without any share of the resulting value; and by exercising
26 its contractual discretion in bad faith—enrolling every creator by default,
27 concealing the program while it operated, and thereby frustrating creators' right to
28

1 receive the benefits of the relationship. The revenue share creators received
2 compensated the disclosed uses of their content within the Twitch Services; it did
3 not and does not compensate the undisclosed conveyance of their works into
4 Amazon's training corpora.

5 125. As a direct and proximate result of Twitch's breaches, Plaintiff and
6 Class members sustained actual losses and damages as described in detail above,
7 including that they did not get the benefit of their bargain.

8 126. Plaintiff and Class members request all forms of damages with respect
9 to these breaches of implied contract, including nominal damages.

10 **SECOND CAUSE OF ACTION**
11 **UNJUST ENRICHMENT/QUASI CONTRACT/RESTITUTION**
(On behalf of Plaintiff & the Class against both Defendants)

12 127. Plaintiff re-alleges and incorporates paragraphs 1 through 115 with the
13 same force and effect as if fully restated herein.

14 128. This cause of action is pled in the alternative to the breach of implied
15 contract cause of action.

16 129. Defendants received benefits from Plaintiff and Class members and
17 unjustly retained those benefits at their expense. Specifically, Plaintiff conferred a
18 direct economic benefit on Defendants by providing original content on twitch.tv.
19 Embedded in that transaction was an implicit commitment that this original content
20 would be handled in accordance with applicable law and would not be used for
21 commercial gain without authorization. Plaintiff did not receive the benefit of that
22 commitment. Defendants captured Plaintiff's content and monetized it by feeding
23 it to train Amazon generative AI, from which Amazon derives a significant revenue
24 stream.

25 130. Defendants received benefits from Plaintiff and Class members in the
26 form of the Plaintiff's highly valuable original content, that Defendants wrongfully
27 intercepted from Plaintiff and Class members without authorization and proper
28

1 compensation.

2 131. Defendants intercepted, stored, and used this data for their own gain,
3 providing Defendants with economic, intangible, and other benefits, including
4 highly valuable data for training and improvement of its AI products and
5 algorithms.

6 132. The benefit Defendants obtained is concrete and measurable. A
7 commercial market exists in which developers of AI systems pay content platforms
8 and rights holders substantial sums to license content for model training: Google,
9 for example, is reported to have negotiated a \$60 million per year fee to Reddit for
10 the right to train its AI models on Reddit users' posts, and Reddit has reported more
11 than \$200 million in AI data-licensing revenue, including a comparable
12 arrangement with OpenAI.³⁹ By taking Plaintiff's and Class Members' audiovisual
13 works and communications without any license or negotiation, Defendants obtained
14 for free what participants in that market pay tens of millions of dollars per year or
15 more to acquire, and avoided the acquisition costs that their competitors bear—
16 savings and benefits that Defendants have retained.

17 133. Defendants' retention of these benefits is unjust in light of the
18 circumstances alleged herein: Defendants took the content without notice or
19 consent; concealed the program from at least 2024 until August 12, 2026; enrolled
20 every creator by default precisely because, in their own executive's words, "[i]f it
21 was opt-in, nobody would opt in"; and amended their governing documents on the
22 day of disclosure in an effort to supply after the fact the authorization they never
23

24 ³⁹ Anna Tong, Echo Wang & Martin Coulter, Yahoo!tech, *Exclusive—Reddit in AI*
25 *Content Licensing Deal with Google, Sources Say* (Feb. 21, 2024),
26 [https://tech.yahoo.com/ai/articles/exclusive-reddit-ai-content-licensing-](https://tech.yahoo.com/ai/articles/exclusive-reddit-ai-content-licensing-041012503.html)
27 [041012503.html](https://tech.yahoo.com/ai/articles/exclusive-reddit-ai-content-licensing-041012503.html); Joel Baglole, TipRanks, *Reddit (RDDT) Seeks New AI Content*
28 *Deal with Google* (2026), [https://www.tipranks.com/news/reddit-rddt-seeks-new-](https://www.tipranks.com/news/reddit-rddt-seeks-new-ai-content-deal-with-google)
[ai-content-deal-with-google](https://www.tipranks.com/news/reddit-rddt-seeks-new-ai-content-deal-with-google).

1 obtained. Under principles of restitution and unjust enrichment, Plaintiff and Class
2 Members are entitled to disgorgement of the profits, avoided costs, and other
3 benefits attributable to Defendants' use of their content, whether or not each Class
4 Member can prove a corresponding out-of-pocket loss.

5 134. Had Plaintiff known of Defendants' misconduct, he would not have
6 provided any of his valuable content to Defendants or have used the Twitch
7 platform.

8 135. Defendants unjustly retained these benefits at the expense of Plaintiff
9 and Class members because Defendants' conduct damaged Plaintiff and Class
10 members, all without providing any commensurate compensation to Plaintiff and
11 Class members.

12 136. The benefits that Defendants derived from Plaintiff and Class members
13 rightly belong to Plaintiff and Class members. It would be inequitable under unjust
14 enrichment principles in every state for Defendant to be permitted to retain any of
15 the profit or other benefits they derived from the unfair and unconscionable
16 methods, acts, and trade practices alleged in this Complaint.

17 137. Defendants should be compelled to disgorge profits into a common
18 fund for the benefit of Plaintiff and Class members all unlawful or inequitable
19 proceeds that Defendants received, and such other relief as the Court may deem just
20 and proper.

21 **THIRD CAUSE OF ACTION**
22 **BREACH OF EXPRESS CONTRACT**
(On behalf of Plaintiff & the Class against both Defendants)

23 138. Plaintiff re-alleges and incorporates paragraphs 1 through 115 with the
24 same force and effect as if fully restated herein.

25 139. Plaintiff and Class Members entered into express contracts with
26 Twitch—defined in the Terms of Service to include its affiliates—the terms of
27 which are set forth in the Terms of Service and the Privacy Notice that the Terms
28

1 of Service reference and incorporate.

2 140. The material terms of those contracts during the relevant period
3 included: (a) the Section 8(a)(i) license, whose stated purpose was the exercise of
4 rights “in connection with monetizing the Twitch Services”; (b) the Privacy
5 Notice’s covenant that Twitch “will not materially change our policies and practices
6 to make them less protective of personal information collected in the past under a
7 prior version of the Privacy Notice without the consent of affected individuals”; and
8 (c) the Privacy Notice’s promise that, other than as set out therein, users “will
9 receive notice when personal information about you might be shared with third
10 parties” and “will have an opportunity to choose not to share the information.”

11 141. Plaintiff and Class Members performed their obligations under these
12 contracts by creating and streaming original content on the Twitch platform, abiding
13 by the Terms of Service, and providing the information and content contemplated
14 by the parties’ agreement.

15 142. Defendants materially breached these express terms in at least the
16 following respects. First, Defendants exercised the Section 8 license for a purpose
17 outside its stated scope, exploiting Plaintiff’s and Class Members’ content not “in
18 connection with monetizing the Twitch Services” but to build, improve, and
19 commercialize Amazon’s separate generative AI products, including models sold
20 through Amazon Bedrock.

21 143. Second, Defendants breached the Privacy Notice’s non-retroactivity
22 covenant by applying a materially less-protective practice—generative AI
23 training—to content, communications, and information collected in the past under
24 prior versions of the Privacy Notice, without the consent of affected individuals.

25 144. Third, Defendants breached the Privacy Notice’s advance-notice
26 promise by providing no notice and no opportunity to decline before subjecting
27 Plaintiff’s and Class Members’ information and communications to the program,
28

1 which was enabled silently, by default, and disclosed only after the fact.

2 145. Plaintiff and Class Members would not have created and streamed
3 content on the Twitch platform, or would have done so on different terms, had they
4 known Defendants did not intend to honor these express commitments.

5 146. As a direct and proximate result of Defendants' breaches, Plaintiff and
6 Class Members sustained damages, including the loss of the benefit of their bargain,
7 the diminution in value of their original works and personal information, and the
8 loss of control over their content and communications, as alleged above.

9 147. Plaintiff and Class Members seek all available contract damages,
10 including actual, compensatory, consequential, and nominal damages, together with
11 such other relief as the Court deems just and proper.

12 **FOURTH CAUSE OF ACTION**
13 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW, CAL.**
14 **BUS. & PROF. CODE § 17200, ET SEQ.**
(On behalf of Plaintiff & the Class against both Defendants)

15 148. Plaintiff re-alleges and incorporates paragraphs 1 through 115 with the
16 same force and effect as if fully restated herein.

17 149. California's Unfair Competition Law ("UCL") prohibits "any
18 unlawful, unfair or fraudulent business act or practice." Cal. Bus. & Prof. Code §
19 17200. Each of the UCL's three prongs provides an independent basis for liability.

20 150. Each Defendant is a "person" within the meaning of Cal. Bus. & Prof.
21 Code § 17201. The conduct alleged herein—operating the Twitch platform;
22 capturing, ingesting, disclosing, and using creators' content and communications;
23 and developing, training, and commercializing Amazon's AI Products through
24 Amazon Bedrock and related offerings—constitutes business acts and practices
25 undertaken in the course of Defendants' commercial operations.

26 151. Plaintiff and Class Members lost money or property as a result of
27 Defendants' unlawful, unfair, and fraudulent practices. Their original audiovisual
28

1 works, communications, and associated data are property in which they hold a
2 vested interest. Defendants took that property without compensation; diminished its
3 value, including its licensing and market value in the existing commercial market
4 for AI training content; deprived Plaintiff and Class Members of the compensation
5 that market places on such content; and deprived them of control over their works
6 and communications, including works whose license rights had terminated upon
7 deletion or account closure.

8 152. Defendants’ practices are unlawful because they violate, among other
9 laws, the California Invasion of Privacy Act, Cal. Penal Code § 631; Plaintiffs’
10 contractual rights; and the right of privacy guaranteed by Article I, Section 1 of the
11 California Constitution, as alleged herein. Each violation independently renders
12 Defendants’ practices unlawful under the UCL.

13 153. Defendants’ practices are unfair within the meaning of the UCL. The
14 practices—secretly capturing creators’ works and communications for undisclosed
15 commercial AI training beginning no later than 2024; enrolling every creator by
16 default upon disclosure because, in Defendants’ own words, “[i]f it was opt-in,
17 nobody would opt in”; structuring consent so that chat participants’ own preferences
18 are never solicited or honored; deploying an opt-out that users report reverting to
19 the enabled position; and amending the governing documents on the day of
20 disclosure to supply after the fact the authorization never obtained—offend
21 established public policies, including the legislative policies embodied in Cal. Penal
22 Code §§ 630-631 and Article I, Section 1 of the California Constitution, and are
23 immoral, unethical, oppressive, and unscrupulous.

24 154. The gravity of the harm to Plaintiff and Class Members—the
25 uncompensated and irreversible taking of their works and private communications,
26 and the loss of control over both—outweighs any conceivable utility of Defendants’
27 conduct. Feasible, lawful alternatives existed and exist: Defendants could have
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1 sought informed, opt-in consent, or paid for training content at market rates, as
2 participants in the AI training-data licensing market do. Defendants rejected those
3 alternatives for the admitted reason that consent would not be given. The resulting
4 injury is substantial, affecting millions of creators; it was not reasonably avoidable
5 by Plaintiff or Class Members, from whom the practice was concealed and to whom
6 no notice was given; and it is not outweighed by any countervailing benefit to
7 consumers or competition.

8 155. Defendants’ practices were likely to deceive, and did deceive,
9 reasonable members of the public. Defendants made partial representations and
10 material omissions, including: (a) every version of the Privacy Notice in effect
11 through August 11, 2026, which enumerated the uses to which user information
12 would be put while omitting generative AI training; (b) Section 8 of the operative
13 Terms of Service, which represented that the content license would be exercised “in
14 connection with monetizing the Twitch Services”; (c) the 2024 public assurance
15 that any AI-related use remained “within the bounds of user trust” and “within the
16 bounds of privacy regulations,” made while the undisclosed program was
17 underway; and (d) the silent, default enrollment of every channel. Defendants had
18 exclusive knowledge of the material facts, actively concealed them, and made
19 partial representations that were misleading absent disclosure of the whole truth,
20 giving rise to a duty to disclose.

21 156. The omitted facts were material: Defendants’ own executive admitted
22 that, had creators been asked, “nobody would opt in.” Plaintiff reasonably relied on
23 Defendants’ representations and omissions by maintaining his account and
24 continuing to create and stream content without opting out—an option that did not
25 exist—and, as alleged above, would have acted differently had the truth been
26 disclosed, as he in fact did immediately upon learning of it. Reasonable creators and
27 users would attach importance to the undisclosed facts in deciding whether and on
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1 what terms to create, stream, and communicate on the platform.

2 157. As alleged in the Choice of Law Allegations, Defendants' practices
3 were conceived, directed, and implemented from California, and Defendants
4 themselves selected California law to govern all disputes with their users. The UCL
5 accordingly applies to the claims of Plaintiff and the Class.

6 158. Plaintiff and Class Members lack an adequate remedy at law.
7 Defendants' conduct is ongoing, and the ingestion of content into training corpora
8 and models is, by the operation of Defendants' own systems, permanent and
9 irreversible; no award of damages can restore control over the works and
10 communications already taken or halt the continued capture and exploitation of new
11 ones. Injunctive relief is the only remedy that addresses Defendants' future conduct.
12 In addition, and in the alternative, restitution is sought to the extent that legal
13 remedies under the other causes of action are unavailable, uncertain, or do not reach
14 the same conduct, time periods, or class members, including by reason of
15 Defendants' anticipated reliance on contractual limitation-of-claims and limitation-
16 of-liability defenses.

17 159. Plaintiff, on behalf of himself and the Class, seeks restitution of the
18 value of the money and property Defendants acquired from Plaintiff and Class
19 Members by means of the practices alleged herein, in which Plaintiff and Class
20 Members retain a vested interest.

21 160. Plaintiff further seeks injunctive relief, including public injunctive
22 relief for the benefit of the general public of platform creators and users, ordering
23 Defendants to: cease capturing, disclosing, and using creators' content and
24 communications for generative AI training absent express, informed, person-scoped
25 consent, including as to chat participants; implement an effective and durable opt-
26 out; identify, segregate, and delete content, communications, and data unlawfully
27 obtained, and cease using training corpora and models to the extent derived from
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1 such material; and make corrective disclosure.

2 161. Plaintiff also seeks reasonable attorneys' fees and costs, including
3 under California Code of Civil Procedure § 1021.5, and such other relief as the
4 Court deems just and proper.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of himself and the proposed Class,
7 respectfully request that the Court enter an order:

8 A. Certifying the Class and appointing Plaintiff as Class representative;

9 B. Finding that Defendants' conduct was unlawful, as alleged herein;

10 C. Awarding declaratory relief against Defendants;

11 D. Awarding such injunctive and other equitable relief as the Court deems
12 just and proper, including injunctive relief;

13 E. Awarding Plaintiff and the Class members statutory, actual,
14 compensatory, consequential, punitive, and nominal damages, as well as
15 restitution and/or disgorgement of profits unlawfully obtained;

16 F. Awarding Plaintiff and the Class members pre-judgment and post-
17 judgment interest;

18 G. Awarding Plaintiff and the Class members reasonable attorneys' fees,
19 costs, and expenses; and

20 H. Granting such other relief as the Court deems just and proper.

21
22
23 DATED: August 20, 2026

Respectfully submitted,

24 /s/ Victor J. Sandoval

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