

From: Soul Legion <Brodiess@REDACTED.email>
To: "legal@trustpilot.com" <legal@trustpilot.com>
Subject: Subject: CALDERBANK OFFER - DEFAMATION AND HARASSMENT PROCEEDINGS – deadline 3 September 2025, 17:00 AEST
Date: Thu, 14 Aug 2025 02:55:30 +1000

CALDERBANK OFFER - DEFAMATION AND HARASSMENT PROCEEDINGS

Date: Wednesday, 14 August 2025, 02:54 AM (AEST)

From: Anthony Brodie, trading as Legion Killfeed (ABN 28 387 377 607), NSW, Australia

To: Trustpilot A/S (Company No. 30276582), Pilestræde 58, 5th Floor, 1112 Copenhagen K, Denmark;
Trustpilot Ltd (Company No. 08595623), 5th Floor, The Minster Building, 21 Mincing Lane, London EC3R 7AG, UK; Trustpilot, Inc., 50 W 23rd St, 10th Floor, New York, NY 10010, USA

Attn: Adrian Blair (CEO); Trustpilot Board of Directors; Group Legal Department; Content Integrity & Trust & Safety Teams

Subject: Calderbank Offer - Without Prejudice Except as to Costs

Dear Sir or Madam,

I, Anthony Brodie, owner of Legion Killfeed (ABN 28387377607), make this Calderbank offer (without prejudice save as to costs) to resolve Trustpilot's continued publication and republication of defamatory reviews and misleading representations about my business after clear written notice and provision of evidence.

1) Core issues (summary)

False reviews by non-customers remained online for months and were reinstated after removal. Example: the "Karl Messer" chain was visible since November 2024, removed on 18 March 2025 for pre-dating policy, then re-added multiple times and kept online despite notice (ALL_TP_COMS.pdf pp. 810–811, 862–869; reinstatement pattern pp. 9, 598–600).

Contradictory moderation and republication after legal escalation. On 11–12 August 2025 Legal asked me to hold action "to avoid any wasteful costs," yet Content Integrity reinstated material minutes later (p. 67; pp. 598–600).

Algorithmic "Artificial intelligence" Top Mention mislabelled my service and persisted even after the underlying review was moved or removed. Staff confirmed Top Mentions are auto-generated from keywords like "bot/ChatGPT" and not manually editable (pp. 696, 708; removal/moved record p. 984).

Specific technical falsehood. A reviewer alleged I delete customers' servers. That is technically impossible with our architecture using customer-created, revocable Nitrado API tokens (pp. 149–150; see also reinstatement pattern pp. 9, 598–600).

Coordinated harassment and competitor activity spilled onto Trustpilot, including abusive profiles and a competitor review; external bias sites amplify the same narratives: <https://skynetvslegion.com/> and <https://aggropvp.com> (pp. 4, 22, 25, 28, 34, 40, 100, 109, 112, 121, 124, 127, 130, 133).

2) Legal bases (NSW and ACL)

Publisher liability on and after notice. Platforms are publishers of third-party content and may be liable once on notice. *Fairfax Media Publications Pty Ltd v Voller* [2021] HCA 27.

Your 11 Aug 2025 reinstatement of “WARZONE” minutes after Legal’s “wasteful costs” email constitutes bad-faith republication, independently actionable under Defamation Act s 10(2) and disqualifying s 31A defenses. (p. 67; pp. 598–600 in ALL_TP_COMS.pdf)

Serious harm. I rely on s 10A and particularise serious harm evidenced by documented cancellations, persistent “scam/deletes servers” accusations, diversion of development time, and ongoing visibility since November 2024 (pp. 484–485; 810–811; 862–869).

Digital intermediaries defenses and 7-day access-prevention steps. NSW’s 2024 reforms (including s 31A) require reasonable access-prevention steps within 7 days of a written complaint. Trustpilot continued to re-publish and reinstate after my 6 August 2025 legal complaint (pp. 533, 531, 541), defeating reliance on those defenses.

Misleading or deceptive conduct (ACL). Displaying “Artificial intelligence” as a Top Mention and describing a buyable “AI replies” feature while refusing to correct the label is misleading conduct and a false representation in trade or commerce (ACL ss 18, 29). Trustpilot’s sale of “AI Replies” while refusing to remove algorithmic AI labels violates s 29(1)(g) by commercially exploiting false endorsements (pp. 696, 708).

Actual knowledge via regulator complaints. Trustpilot was on notice that coordinated harassment and publication harm had been escalated, including my EU Ombudsman complaint preview, a formal complaint to the Danish Consumer and Competition Authority, and an ACCC report (see attached filings; cross-referenced in ALL_TP_COMS.pdf). In addition, the matter was notified to the Australian eSafety Commissioner under CIRS-20240906-104 dated Friday, 6 September 2024, 11:50 PM, and by my 4 August 2025 submission titled “Ongoing Coordinated Online Harassment/Defamation Campaign Targeting Australian Citizen and Business” referencing ACA-2024-0528878 (see index and email trails at pp. 4, 22, 109, 130).

Aggravation. Reinstating material after notice, robotic contradictions, algorithmic mislabelling, and external amplification support aggravated damages (pp. 484–485; 598–600; 696; 708).

3) Chronology with key points
AI mislabelling seeded and persisted

31 Aug 2024 competitor review seeds “chatgpt coder” framing; 6 Sep 2024 removal/moved recorded (p. 984).

19 Jun–9 Jul 2025: Staff confirm Top Mentions are auto-generated; I rebut that “bot” is not “AI” (pp. 696, 708).

“Karl Messer” chain and long-running visibility

19 Dec 2024: Assessed and kept online. 18 Mar 2025: removed for pre-dating policy. Re-added multiple times thereafter (pp. 810–811, 862–869; pattern pp. 9, 598–600).

Regulatory notice trail

6 Sep 2024, 11:50 PM: eSafety complaint CIRS-20240906-104 (notified platform risk).

4 Aug 2025: eSafety submission referencing ACA-2024-0528878 with updated exhibits and URLs (see email trails pp. 4, 22, 109, 130).

EU Ombudsman, Danish Consumer Authority, and ACCC complaints cross-referenced in correspondence pack (see index pages and forwarding emails in ALL_TP_COMS.pdf).

August 2025 contradictions and reinstatements

2 Aug 2025: “WARZONE” said to be removed; remains live (pp. 9, 598–600).

7 Aug 2025: Compliance acknowledgements (pp. 533, 531, 541).

11–12 Aug 2025: Legal asks me not to act; CI reinstates content as “not defamatory” (p. 67; pp. 598–600).

Specific technical falsehood

5 Aug 2025: Allegation I delete servers, technically impossible with customer-controlled Nitrado tokens (pp. 149–150).

Coordinated online attacks and external amplification

Facebook/Discord brigading and incitement replicated on Trustpilot (pp. 4, 22, 25, 28, 34, 40, 100, 109, 112, 121, 124, 127, 130, 133).

Dedicated anti-Legion sites amplify and link to platform content: <https://skynetvslegion.com/> and <https://aggropvp.com>.

4) Loss and damage (Australia)

Economic loss quantified without disclosing the full ledger.

Annexure A: Monthly Revenue visual. Annexure B: Rolling 31-Day Active Unique Payers visual. Underlying ledger available to the Court or under NDA if required.

Correlation highlights from charges:

Nov 2024 revenue declined 8.0% MoM (USD 775.47 → USD 713.47) aligned with the persistent Nov-2024 review chain (pp. 810–811, 862–869).

Aug 2025 revenue declined 49.4% MoM (USD 943.98 → USD 477.49) concurrent with the 2–12 Aug 2025 removal–reinstatement cluster and legal correspondence (p. 67; pp. 598–600).

Further particulars: 12 documented cancellations; diversion of development time to complaint handling; measurable churn at USD 7–12 tiers (see monthly deltas against email clusters).

Goodwill harm and distress: obscene and accusatory reviews, competitor-driven content, ongoing reinstatements after notice, compounded by persistent bias material on <https://skynetvslegion.com/> and <https://aggropvp.com>.

5) Settlement terms (Calderbank)

Immediate, permanent removal of all identified defamatory reviews and abusive profiles (including “Karl Messer”, “Z Doneskies”, “Cunt”, “WARZONE”, “Danny Hayes”, “Robert McDonovan”), with suspension of abuse-only accounts.

Non-publication undertaking covering trivially edited repeats and a block on automated reinstatement of the same or similar content.

Profile correction: remove AI Top Mentions and any “transparency” modules implying AI use or wrongdoing; confirm in writing the AI label was algorithmic and erroneous and will not be reapplied absent verifiable facts.

Preservation and production: litigation hold and production of moderation decision logs for any review reinstated after removal (including “Karl Messer”, “WARZONE”, “Robert McDonovan”) and AI-tag/Top Mention trigger logs (keywords, timestamps, rule versions, and any human overrides).

Restore or show legitimate positive reviews that were held, filtered, or “online but not visible,” or provide review-specific reasons with an appeal path.

Harassment takedown demand: Trustpilot must issue cease-and-desist notices to (a) hosting providers of skynetvslegion.com and aggropvp.com and (b) Facebook groups/Discord servers coordinating attacks (ALL_TP_COMS.pdf pp. 22, 109).

Algorithm audit: Independent verification of your “Top Mentions” algorithm confirming removal of “AI” triggers for Legion Killfeed.

Payment: AUD 1,007,000 comprising:

a) Non-economic damages: AUD 500,000 (current statutory cap for non-economic loss).

b) Aggravated damages: AUD 350,000 for:

(i) Bad-faith republication of libel post-legal notice;

(ii) Algorithmic misrepresentation exploited commercially;

(iii) Enabling weaponized harassment infrastructure (*Annexure C);

(iv) Contradictory moderation during settlement negotiations.

c) Special damages: AUD 157,000 for lost productivity and documented cancellations since Nov 2024 and loss of a key supporter.

d) Costs: my costs to date, with entitlement to indemnity costs from the date of this offer if I obtain a judgment not more favourable to you than this offer.

Jurisdiction and forum: publication and harm occurred in NSW. I will file in the Supreme Court of New South Wales (Commercial List) to preserve rights for potential upward damages revision. All rights in other jurisdictions are reserved.

Confidentiality: mutual, permitting me to state that false reviews were removed and the matter resolved, and allowing separate actions against individual perpetrators.

6) Statutory compliance and timing

I served a concerns notice on 6 August 2025 (ALL_TP_COMS.pdf pp. 533, 531, 541). Proceedings will not commence until the applicable 28-day period has elapsed under s 12B. If you wish to make an offer to make amends under Part 3, I will consider it alongside this Calderbank.

Substantive engagement required by: 27 August 2025, 17:00 AEST.

Acceptance after 27 August 2025 requires an AUD 20,000 per day goodwill holdback for any delay in complete removal of all identified reviews until full compliance.

Final deadline: 3 September 2025, 17:00 AEST. If not accepted, I will file in the Supreme Court of New South Wales (Commercial List) and rely on this letter on costs.

7) Authorities (non-exhaustive)

Fairfax Media Publications Pty Ltd v Voller [2021] HCA 27.

Defamation Act 2005 (NSW) ss 10A, 10(2), 12A, 12B, 31A, 35.

Australian Consumer Law ss 18, 29 including s 29(1)(g).

ACCC v Google LLC (No 2) [2021] FCA 367.

Annexures list for reference

Annexure A: Monthly Revenue visual.

Annexure B: Rolling 31-Day Active Unique Payers visual.

Annexure C: External amplification evidence - <https://skynetslegion.com/> and <https://aggropvp.com> (bias content against Legion).

CALDERBANK COSTS CONSEQUENCES

Offer Validity: 3 September 2025, 17:00 AEST

Rejection Impact: If judgment equals or exceeds this offer, I seek indemnity costs from the offer date.

Ref: Calderbank v Calderbank [1975]; Uniform Civil Procedure Rules 2005 (NSW).

Acceptance: Written confirmation via email from Trustpilot Legal.

Yours faithfully,

Anthony Brodie

Owner, Legion Killfeed



Email Headers (Raw)

X-Mozilla-Status	0001
X-Mozilla-Status2	00000000
From	Soul Legion <Brodies@REDACTED.email>
To	"legal@trustpilot.com" <legal@trustpilot.com>
CC	"adrian.blair@trustpilot.com" <adrian.blair@trustpilot.com>
Subject	Subject: CALDERBANK OFFER - DEFAMATION AND HARASSMENT PROCEEDINGS – deadline 3 September 2025, 17:00 AEST
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Date	Thu, 14 Aug 2025 02:55:30 +1000
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