

Peter Kahl, LL.B (Hons)

25A Pennfields
Ruscombe, RG10 9BG, United Kingdom
peter.kahl@juris.vc
+44 (0) 7360 744 631

09 July 2025

Corporation Service Company (CSC)
Registered Agent for Substack Inc.
353 Kearny Street
San Francisco, CA 94108
United States

CC:

Legal Department, Substack Inc.
111 Sutter Street, 7th Floor
San Francisco, CA 94104
United States

Sent via Certified Mail, Return Receipt Requested

**Re: Cease and Desist Notice – Intentional Interference, Breach of Fiduciary Duties, and
Explicitly Admitted Suppression of Scholarly Content (Potential Class Action)**

Dear Sir or Madam,

This letter provides formal notice of my intent to initiate legal action unless Substack Inc.
("Substack") immediately ceases and remedies the wrongful conduct described below.

1. Nature of Claim and Wrongful Conduct

I am an independent scholar whose professional, academic, and economic interests fundamentally depend upon the discoverability and visibility of my scholarly publications. Despite consistently publishing rigorous academic content on Substack, my publications have been deliberately and systematically excluded from indexing by external search engines, notably Google.

In direct communication with Substack's customer support, the company explicitly confirmed that they deliberately apply internal, undisclosed criteria to selectively exclude certain authors, myself included, from indexing. Their admission establishes conclusively that the suppression of indexing is neither accidental nor the result of third-party technical issues, but rather an intentional, deliberate, and selective act.

Technical analysis further indicates that Substack likely employs selective server-side configurations—such as targeted HTTP headers (X-Robots-Tag: noindex) or specific HTTP status codes—deliberately designed to prevent indexing specifically from known search-engine crawler IP ranges. Such selective, covert targeting renders Substack's actions opaque, making independent detection exceedingly difficult and compounding the harm caused by their undisclosed suppression.

Substack's deliberate indexing suppression aligns closely with coercive business practices aimed at pressuring scholars into monetising their content behind paywalls. However, Substack's own Terms of Use (accessed 9 July 2025) explicitly state that authors may freely choose whether or not to monetise their content, clearly confirming that no explicit or implicit indexing restrictions are mandated by the platform:

"A Creator may offer their publications for free or for a subscription fee, to be determined in the Creator's discretion."

"Creators will set prices for their publications, and may change the prices at their sole discretion..."

"You agree that you will only use Substack for your own personal or organizational use..."

These explicit statements from Substack's Terms confirm unequivocally that authors retain complete discretion to decide if their publications are made freely accessible or monetised. Substack's covert suppression practices directly contradict their own stated terms, thereby constituting an actionable breach of their explicit and implicit contractual obligations. Furthermore, these practices undermine my voluntary, legally protected choice to provide scholarly publications openly and freely accessible to the broader community.

Substack's selective suppression directly interferes with my professional reputation, scholarly visibility, and economic potential, constituting actionable harm under applicable California law, including intentional interference, breach of fiduciary duties, and breach of contract, as detailed explicitly further below.

2. Intentional Interference with Prospective Economic Advantage

Substack's deliberate actions constitute intentional interference with my prospective economic and scholarly advantage, a recognised tort under California law (*Della Penna v. Toyota Motor Sales, U.S.A., Inc.*, 1995; *Korea Supply Co. v. Lockheed Martin Corp.*, 2003). By intentionally preventing external indexing of my scholarly publications, Substack materially disrupts critical professional and economic opportunities available to me as an independent scholar.

Notably, Substack explicitly confirmed in direct communication that it deliberately and selectively excludes certain authors, myself included, from external indexing. This explicit admission unequivocally establishes Substack's intentional conduct.

Specifically, Substack's deliberate actions satisfy all established legal elements of this tort:

- 1. Existence of prospective economic and scholarly relationships:**

As a scholar, my professional and economic prospects depend fundamentally upon public discoverability of my research and writings. Visibility via search-engine indexing directly influences scholarly citations, readership, professional invitations, collaboration opportunities, and overall academic influence.

- 2. Substack's knowledge of these relationships:**

Substack explicitly markets itself as a platform designed to enhance scholarly visibility, professional engagement, and dissemination. Thus, Substack is fully aware that authors rely on its services to cultivate these critical professional and economic relationships.

- 3. Intentional acts by Substack designed to disrupt these relationships:**

Substack has explicitly confirmed its deliberate intent to selectively prevent indexing through undisclosed internal criteria and selective technical measures, including covert targeting of known search-engine crawler IP ranges via server-side directives (`X-Robots-Tag: noindex`) and/or targeted HTTP status codes. This deliberate action significantly undermines my professional visibility and scholarly discoverability.

- 4. Actual disruption and resulting harm:**

Due directly to Substack's intentional and selective indexing suppression, my scholarly work has remained largely undiscoverable via search engines. This suppression has directly caused diminished scholarly citations, fewer professional engagements, significantly reduced

readership, lost collaboration opportunities, and materially impaired economic and professional advancement.

5. **Demonstrable economic and professional harm:**

Substack's intentional conduct has directly and substantially damaged my professional reputation, resulting in measurable losses in readership, citations, professional opportunities, and economic benefits, all of which explicitly depend upon public discoverability and scholarly visibility.

Substack's covert and selective suppression practices, deliberately limiting indexing directives or HTTP responses to specific crawler IP ranges, demonstrate a conscious intent to evade detection. This covert approach strongly reinforces the intentional and wrongful nature of their conduct under applicable California law.

Consequently, Substack's intentional interference entitles me to pursue remedies explicitly recognised under California law, including injunctive relief, compensatory and punitive damages, and associated legal costs.

3. Breach of Voluntarily Assumed Fiduciary Duties

Substack voluntarily assumes fiduciary-like duties toward its authors by explicitly soliciting scholarly content and publicly promising enhanced discoverability, professional visibility, and career advancement. Under California fiduciary law, voluntarily assuming fiduciary obligations requires adherence to explicit fiduciary standards of conduct (*City of Hope Nat'l Med. Ctr. v. Genentech, Inc.*, 43 Cal.4th 375 (2008); *Wolf v. Superior Court*, 107 Cal. App. 4th 25, 130 Cal. Rptr. 2d 860 (Cal. App. 2003)), specifically including:

- **Transparency** regarding policies and practices affecting discoverability, indexing, and content visibility;
- **Impartiality and loyalty**, explicitly prohibiting selective, undisclosed, discriminatory suppression, or other intentional interference with authors' professional and economic relationships;
- **Fair dealing and good faith**, mandating openness, honesty, equitable treatment, and avoidance of actions that intentionally harm authors' professional or economic interests.

Moreover, my scholarly research specifically on fiduciary duties of directors and epistemic governance demonstrates explicitly that fiduciary obligations extend beyond individual stakeholders. As detailed in my recent scholarship (“Directors’ Epistemic Duties and Fiduciary Openness”, 2025; ‘Epistemocracy in Higher Education’, 2025), fiduciary duties encompass obligations of transparency, openness, epistemic fairness, and accountability—not only toward authors individually but explicitly toward the broader scholarly community, society at large, and the integrity of knowledge dissemination itself.

In direct communications, Substack’s customer support explicitly confirmed the intentional, undisclosed, and selective exclusion of certain authors—including myself—from search engine indexing. This explicit admission constitutes conclusive evidence of Substack’s deliberate violation of fiduciary transparency, good faith, and impartiality. By secretly deploying internal criteria and covert technical methods selectively targeting search-engine crawlers, Substack intentionally and systematically interfered with and suppressed scholarly discoverability, directly breaching fiduciary obligations.

Critically, this deliberate suppression constitutes not merely a breach of fiduciary duties toward individual authors, but also intentional interference with authors’ prospective economic and scholarly advantage—explicitly recognised under California fiduciary and tort law (*City of Hope Nat’l Med. Ctr. v. Genentech, Inc.*). Furthermore, such intentional suppression violates fiduciary obligations explicitly owed toward the wider scholarly community, society as a whole, and the epistemic integrity fundamental to open scholarly discourse. Substack’s deliberate lack of transparency, selective suppression, and intentional interference not only harm individual authors but explicitly undermine public trust, fairness, and epistemic justice, breaching the fundamental fiduciary-epistemic duties I have articulated in my research.

Consequently, Substack’s deliberate, intentional, covert, and explicitly admitted indexing suppression constitutes profound breaches of voluntarily assumed fiduciary obligations toward myself individually, the broader scholarly community, society’s legitimate interests in open scholarly knowledge, and the epistemic integrity of public discourse itself. These breaches entitle me to pursue equitable remedies explicitly recognised under California fiduciary law, including injunctive relief, fiduciary accountability, transparency measures, compensatory and punitive damages, and associated legal costs.

4. Breach of Contractual Obligations and the Implied Covenant of Good Faith and Fair Dealing

Substack's deliberate suppression of my scholarly content constitutes not only tortious interference and fiduciary breaches but also an explicit breach of contractual obligations under Substack's own Terms of Use (accessed 9 July 2025).

By publishing scholarly content on Substack, I have explicitly provided valuable consideration—my original research, intellectual property, and scholarly publications—thereby forming a binding contractual agreement. Substack explicitly acknowledges this contractual relationship, clearly stating:

"Any original content you post, upload, share, store, or otherwise provide to Substack remains yours and is protected by copyright and any other applicable intellectual property laws."

"As a Creator, subject to the terms of our Publisher Agreement, you can use Substack to publish content to the web, directly to a list of subscribers that you control, and to our platform."

These statements explicitly commit Substack to the fundamental obligation of providing authors with fair, open, and discoverable dissemination of their scholarly content.

However, Substack's deliberate suppression of my content from external indexing explicitly violates these contractual commitments. Through direct communications with customer support, Substack explicitly admitted applying undisclosed internal criteria and selective technical methods designed to prevent indexing. This selective suppression is explicitly contrary to the explicit and implicit terms of our agreement, which promise openness and visibility.

Furthermore, Substack's deliberate and covert suppression explicitly violates the implied covenant of good faith and fair dealing inherent in every contractual relationship under California law. This covenant explicitly requires each party to act transparently, fairly, and refrain from conduct intentionally frustrating the agreed-upon purposes and benefits of the contract.

Substack's intentional, covert suppression has explicitly resulted in measurable harm—significantly diminished readership, lost citations, reduced professional opportunities, and impaired economic potential. These consequences explicitly constitute direct damages flowing from Substack's contractual breach.

Accordingly, Substack's deliberate and admitted indexing suppression constitutes an actionable breach of contract and violation of the implied covenant of good faith and fair dealing under

applicable California law. I am explicitly entitled to pursue contractual remedies, including injunctive relief compelling Substack to cease suppression, immediate restoration of indexing and discoverability, compensatory damages proportionate to my professional and economic losses, and other relief as warranted under California contract law.

5. Section 230 CDA Neutrality Concerns

Substack's proactive and selective suppression of indexing constitutes deliberate editorial action, as explicitly confirmed through direct communications with Substack's customer support. This direct admission conclusively establishes that Substack actively engages in editorial decision-making to selectively exclude certain authors from indexing, explicitly departing from a position of neutrality.

Section 230 of the Communications Decency Act (47 USC §230) provides immunity exclusively to platforms operating as neutral intermediaries, explicitly barring editorial interference or selective content suppression. Substack's admitted deliberate actions—specifically, applying undisclosed internal criteria to covertly exclude content from search-engine indexing—directly contravene the neutrality and impartiality required by §230 CDA.

By explicitly acknowledging intentional, selective, and covert suppression practices, Substack has forfeited its claim to neutrality protections provided under §230 CDA, thus exposing itself directly to legal liability for intentional interference, fiduciary breaches, and associated harms. This explicit admission fundamentally compromises Substack's statutory immunity, reinforcing my entitlement to pursue rigorous legal remedies.

6. Potential for Class Action Litigation

Substack's direct admission of deliberately using internal, undisclosed criteria to selectively prevent indexing strongly indicates that this suppression likely affects numerous other authors beyond myself. Such deliberate, covert indexing suppression represents systemic misconduct rather than an isolated incident.

Given Substack's explicit confirmation of intentional, selective editorial interference, I reasonably believe many other scholars, similarly unaware of Substack's covert actions, have likely suffered comparable and extensive harm—losses in citations, readership, professional recognition, and economic opportunities. These harms collectively impede the openness of scholarly discourse, unfairly restrict the visibility of valuable knowledge, and compromise the integrity of public scholarship.

The systemic and deliberate nature of Substack's confirmed actions provides compelling grounds for class-action litigation. Such action would represent all similarly affected authors, collectively seeking transparency, fiduciary accountability, comprehensive remedial measures, and broader systemic reforms to safeguard scholarly visibility and uphold the fundamental epistemic principles essential to public knowledge dissemination.

Thus, Substack's admission strongly reinforces the urgency, legitimacy, and necessity of initiating class-action proceedings on behalf of the wider community of Substack authors adversely affected by similar covert, deliberate, and undisclosed indexing suppression practices.

7. Immediate Cease and Desist Demand

Substack's explicit admission of deliberately employing internal, undisclosed criteria and selective technical measures to prevent indexing of my scholarly content—as clearly established in preceding chapters—reinforces the urgent necessity for immediate corrective action. To avoid further legal proceedings, Substack must immediately:

1. Cease all indexing suppression directives (such as HTTP headers, including `X-Robots-Tag: noindex`, and targeted HTTP status codes) that selectively prevent search engines from indexing my scholarly content.
2. Provide detailed public transparency regarding indexing policies and practices, explicitly disclosing all criteria, algorithms, or methods currently used to determine which content is indexed or suppressed.
3. Immediately remedy indexing suppression, ensuring full and immediate indexing and discoverability of all my previously suppressed scholarly publications.
4. Confirm in writing **within fourteen (14) calendar days** from receipt of this notice that these corrective actions have been undertaken, supported by clear and detailed documentation explicitly demonstrating compliance.

Substack's direct admission conclusively establishes the deliberate and intentional nature of the harm caused, reinforcing the necessity and urgency of immediate transparency and corrective measures. Noncompliance will trigger swift legal proceedings, explicitly justified by Substack's confirmed actions.

8. Consequences of Non-Compliance

Substack's direct admission of deliberate, selective suppression of indexing through undisclosed internal criteria significantly strengthens my legal position and underscores both the legitimacy and urgency of the remedies sought. Should Substack fail to fully comply with all demands outlined in this notice within the stipulated fourteen (14) calendar days, I will promptly initiate legal proceedings alleging:

1. Intentional interference with prospective economic and scholarly advantage, as clearly established under California law (*Della Penna v. Toyota Motor Sales, U.S.A., Inc.*, 11 Cal.4th 376 (1995); *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal.4th 1134 (2003));
2. Breach of voluntarily assumed fiduciary duties explicitly owed to myself individually, the broader scholarly community, society at large, and epistemic integrity itself (as defined under California fiduciary law in *City of Hope Nat'l Med. Ctr. v. Genentech, Inc.*, 43 Cal.4th 375 (2008); *Wolf v. Superior Court*, 107 Cal.App.4th 25 (2003));
3. Breach of explicit and implied contractual obligations, including the implied covenant of good faith and fair dealing, as explicitly outlined in Substack's own Terms of Use (accessed 9 July 2025), and as governed by applicable California contract law;
4. Unfair and coercive business practices, explicitly resulting from Substack's intentional, undisclosed indexing suppression tactics aimed at coercing scholars into monetisation through paywalls—practices not supported or permitted under Substack's own stated Terms of Use (accessed 9 July 2025).

Given Substack's admitted deliberate misconduct, the remedies sought will specifically include:

- **Immediate injunctive relief**, compelling immediate cessation of all suppression practices;
- **Full fiduciary accountability and transparency**, including mandatory public disclosure of indexing criteria and practices;
- **Compensatory and punitive damages**, proportionate to the deliberate harm Substack has caused to my scholarly and economic interests;
- **Recovery of all associated legal costs and attorney's fees**;

- **Class-action proceedings**, should evidence emerge demonstrating widespread similar harm experienced by other Substack authors.

Substack's explicit admission provides compelling and unequivocal justification for pursuing rigorous and timely legal remedies. Immediate compliance is necessary to prevent further legal escalation of this matter.

9. Evidence Preservation Instruction

Given Substack's direct admission of deliberate and selective suppression of indexing, Substack is explicitly instructed to immediately preserve all relevant evidence associated with indexing policies, practices, and decisions, including but not limited to:

- All internal communications, correspondence, emails, or messages specifically discussing, referencing, or relating to indexing criteria, decisions to selectively exclude authors, and any policies or internal rationale used to justify such suppression actions.
- Server logs, HTTP server configuration code, and other technical records explicitly documenting HTTP server behaviour and responses (including headers such as X-Robots-Tag: noindex, or targeted HTTP status codes) selectively served to search engine crawlers.
- Internal memoranda, business model and technical documentation, reports, or analyses discussing indexing suppression practices, fiduciary responsibilities toward authors and the scholarly community, business strategies, and any considerations explicitly related to decisions to selectively prevent content discoverability.

Failure to preserve this explicitly identified evidence may result in serious adverse legal consequences, including evidentiary sanctions, adverse inference findings, or other penalties in future litigation. Given Substack's explicit admission of deliberate suppression, immediate compliance with this preservation instruction is required and non-negotiable.

10. Jurisdictional Context and Applicable Law

Substack's own Terms of Use (accessed 9 July 2025) explicitly select California law to govern all disputes arising from use of the platform. Specifically, Substack's Terms state:

"These Terms are governed by and will be construed under applicable federal law and the laws of the State of California, without regard to the conflicts of laws provisions thereof."

Moreover, the Terms explicitly provide that:

“For all purposes of these Terms, you consent to exclusive jurisdiction and venue in the state or federal courts located in, respectively, San Francisco County, California, or the Northern District of California.”

These provisions explicitly confirm the direct applicability and relevance of California fiduciary and tort law to the claims presented herein. By virtue of Substack’s explicit jurisdictional and choice-of-law provisions, this matter is clearly governed by California law and subject to California courts.

11. Contact for Correspondence

Please direct all future communications concerning this matter to:

Peter Kahl
25A Pennfields
Ruscombe
RG10 9BG
United Kingdom
Email: peter.kahl@juris.vc

Prompt compliance is expected to prevent further legal proceedings.

Yours sincerely,

Peter Kahl
Independent Researcher & Governance Theorist
LL.B (Hons), LL.M Candidate (University of Reading, England)
Author of “Directors’ Epistemic Duties and Fiduciary Openness” (2025)
Author of ‘Epistemocracy in Higher Education’ (2025)
Author of ‘Designing for the Multilingual Mind’ (2025)
<https://pkahl.substack.com>