

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SAN FRANCISCO**

BO SHANG (In Pro Per),  
10 McCafferty Way  
Burlington, MA 01803  
Plaintiff,

v.

**TWITCH INTERACTIVE, INC.;**

350 Bush Street, 2nd Floor  
San Francisco, CA 94104

**IMANE "POKIMANE" ANYS;**

FELIX "xQC" LENGYEL

Defendants.

Case No.: [To Be Assigned]

**FIRST AMENDED COMPLAINT**

**FOR:**

**1 Injunctive Relief**

**2 Damages**

**3 Declaratory Judgment**

**4 Breach of Contract**

**5 Breach of Express Warranty**

**6 Violations of the Consumers Legal Remedies Act (CLRA) [Cal. Civ. Code § 1750 et seq.]**

**7 Violations of the False Advertising Law (FAL) [Cal. Bus. & Prof. Code § 17500 et seq.]**

**8 Violations of the Unfair Competition Law (UCL) [Cal. Bus. & Prof. Code § 17200 et seq.]**

**9 Negligent or Reckless Misrepresentation**

**10 Intentional or Negligent Infliction of Emotional Distress**

### **JURY TRIAL DEMANDED**

Plaintiff, BO SHANG ("Plaintiff"), appearing pro se, hereby files this First Amended Complaint against TWITCH INTERACTIVE, INC. ("Twitch"), IMANE "POKIMANE" ANYS ("Pokimane"), and FELIX "xQC" LENGYEL ("xQc") (collectively, "Defendants"), and alleges on personal knowledge as to his own acts and on information and belief as to all other matters as follows:

### **1 INTRODUCTION**

1.1 This action arises from Defendants' alleged violations of California statutory and common law, including but not limited to the Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code § 17200 et seq.), the False Advertising Law ("FAL") (Cal. Bus. & Prof. Code § 17500 et seq.), the Consumers Legal Remedies Act ("CLRA") (Cal. Civ. Code §§ 1750 et seq.), common law breach of contract, breach of express warranty, misrepresentation, and related theories.

1.2 Plaintiff contends that Twitch, in partnership with high-profile streamers such as Pokimane and xQc, has engaged in or facilitated unfair, deceptive, or unlawful practices under California law, including but not limited to:

1.2.1 Advertising intangible subscription benefits such as "undying love and appreciation," which were never actually provided to Plaintiff;

1.2.2 Restricting user investigations and reverse engineering ("RE") attempts that could detect or expose suspicious large-scale financial transactions or potential money laundering on the platform.

1.3 Specifically, Plaintiff alleges he was induced to purchase subscriptions by relying on Twitch's and Pokimane's advertised claims, and that he suffered emotional distress and economic harm when those

promises went unfulfilled or were misrepresented.

1.4 Moreover, Plaintiff contends that Twitch's Terms of Service ("TOS") hamper legitimate security research and investigations into potentially unlawful gambling or money-laundering activity, contravening well-established public policy and case law in California that protects reverse engineering in fair-use and security contexts.

(See, e.g., *Sega Enters. Ltd. v. Accolade, Inc.* (9th Cir. 1992) 977 F.2d 1510, 1520 ["disassembly of object code to gain an understanding of the functional requirements of the program is fair use"]; *Sony Computer Entm't, Inc. v. Connectix Corp.* (9th Cir. 2000) 203 F.3d 596, 599–603 [extending the fair use doctrine to intermediate copying]; cf. 17 U.S.C. § 1201(g) (DMCA exemption for encryption research); *Tunkl v. Regents of Univ. of Cal.* (1963) 60 Cal.2d 92, 96–98 [contracts exempting a party from negligence can violate public policy]; Civ. Code § 1668 ["All contracts which have for their object...to exempt anyone from responsibility for his own fraud...are against the policy of the law."]; *Armendariz v. Found. Health Psychcare Servs., Inc.* (2000) 24 Cal.4th 83, 115 [contract terms that are unconscionable or contrary to public policy will not be enforced]; *Bolter v. Superior Court* (2001) 87 Cal.App.4th 900, 907 [arbitration clauses or TOS restrictions that severely disadvantage one party may be invalid as unconscionable].)

1.4.1 California courts recognize that "where a contract or contractual provision has a tendency to be injurious to the public or against the public good, such provision may be deemed unenforceable." (*City of Santa Barbara v. Superior Court* (2007) 41 Cal.4th 747, 754.)

1.5 On January 9, 2025, while ruling on case 3:24-cv-06664-JSC Shang vs Twitch Interactive et al., Judge Scott Corley of the U.S. District Court for the Northern District of California granted Plaintiff's motion to amend, over Defendant Twitch's protests that Section 230 of the Communications Decency Act ("CDA") shields them from liability. Judge Corley specifically ruled that Twitch was not acting as a "Good Samaritan" as the CDA requires, thus exposing Twitch to legal liability for all actions of their streamers and community.

1.6 Section 230 of the Communications Decency Act provides, in part, verbatim:

"(c) Protection for 'Good Samaritan' blocking and screening of offensive material

(1) Treatment of publisher or speaker

No provider or user of an interactive computer service shall be treated as the publisher or speaker of any information provided by another information content provider."

1.7 By Judge Corley's determination, Twitch may not invoke Section 230 immunity regarding its alleged misconduct, because it has failed to demonstrate "Good Samaritan" protections in relation to its handling of user content, thereby removing the usual shield from liability.

(See Fair Hous. Council of San Fernando Valley v. Roommates.com, LLC (9th Cir. 2008) 521 F.3d 1157, 1162–1166 [discussing exceptions to Section 230 immunity].)

1.7.1 The “Good Samaritan” protection requires a platform to act in good faith and not facilitate or encourage unlawful conduct. (See Barnes v. Yahoo!, Inc. (9th Cir. 2009) 570 F.3d 1096, 1105–1106 [indicating that a platform’s discretionary editorial conduct generally enjoys immunity, unless the platform itself creates or significantly contributes to the unlawful content].)

1.8 Plaintiff additionally alleges that xQc engaged in large-scale crypto-based money laundering and illegal gambling activities on Twitch, in violation of Title 18 provisions, including 18 U.S.C. §§ 1084 (transmission of wagering information) and 1956 (laundering of monetary instruments), resulting in gambling-related losses and broader financial harm to Plaintiff and the Twitch community at large.

(See also Hotel Emps. & Rest. Emps. Int’l Union v. Davis (1999) 21 Cal.4th 585, 592–594 [analysis of gambling under California law]; 18 U.S.C. § 1960 [prohibitions on operating unlicensed money transmitting businesses].)

1.8.1 Under 18 U.S.C. § 2, parties who aid, abet, or otherwise induce violations of federal criminal statutes may themselves be liable. Plaintiff alleges Twitch, by providing a platform and failing to curb illicit activity, aided or abetted xQc’s conduct.

## 2 JURISDICTION AND VENUE

### 2.1 Subject Matter Jurisdiction

2.1.1 This Court has jurisdiction over the subject matter because the amount in controversy exceeds \$25,000, and Plaintiff’s claims arise under California statutory and common law, including the UCL (Cal. Bus. & Prof. Code § 17200), the FAL (Cal. Bus. & Prof. Code § 17500), and the CLRA (Cal. Civ. Code §§ 1750 et seq.).

2.1.2 Although federal courts might have jurisdiction over certain claims (e.g., alleged violations of federal anti-money-laundering laws under 18 U.S.C. §§ 1956, 1960), Plaintiff elects to pursue his claims under California law in the Superior Court, which has concurrent jurisdiction over the state-based causes of action. Plaintiff also references the January 9, 2025 ruling in the U.S. District Court for the Northern District of California, which clarifies that Twitch cannot rely on Section 230 immunity to escape liability in this related matter.

## 2.2 Venue

2.2.1 Venue is proper under California Code of Civil Procedure §§ 395 and 395.5 because Twitch has its principal place of business in San Francisco, California, or conducts substantial business within this forum. Additionally, a substantial part of the events or omissions giving rise to these claims occurred or emanated from the County of San Francisco.

**3 THE PARTIES**

## 3.1 Plaintiff

3.1.1 Plaintiff, Bo Shang, is a resident of Massachusetts. He has been a user of Twitch since approximately 2017. He purchased and renewed Twitch subscriptions to Pokimane's channel, in part due to specific marketing claims and product descriptions concerning "love and appreciation."

## 3.2 Defendants

3.2.1 Twitch Interactive, Inc., a Delaware corporation, maintains its principal place of business in California. Twitch operates the streaming platform used by millions of content creators, including Pokimane and xQc. As recognized by Judge Corley on January 9, 2025, Twitch cannot escape liability by invocation of Section 230's "Good Samaritan" defense, because it has not met the statutory requirements thereunder.

3.2.2 Imane "Pokimane" Anys is a highly prominent Twitch content creator. Pokimane earns significant revenue from subscription fees, donations, and brand partnerships. She markets her streams and subscription benefits in conjunction with Twitch's platform and subscription interface.

3.2.3 Felix "xQc" Lengyel is another prominent Twitch content creator who, on information and belief, laundered approximately \$685 million on illicit crypto gambling sites while streaming on Twitch, thereby violating federal anti-gambling and anti-money-laundering laws, including but not limited to 18 U.S.C. § 1084 (transmission of wagering information) and 18 U.S.C. § 1956 (money laundering). Plaintiff contends that xQc's activities caused or contributed to gambling losses and perpetuated unlawful conduct on the platform, for which Twitch is also liable, given the January 9, 2025 ruling that denies Twitch immunity under Section 230.

**4 FACTUAL BACKGROUND**

181 4.1 Twitch Platform and Potential Unlawful Activities 181

182 182

183 4.1.1 Plaintiff alleges that Twitch fosters large-scale suspicious financial transactions—often disguised as 183  
184 donations or tips—that may be de facto gambling or money-laundering. Such transactions potentially 184  
185 implicate Cal. Penal Code § 330 (prohibiting certain gambling activities) and 18 U.S.C. §§ 1956, 1960 185  
186 (federal anti-money-laundering provisions). 186

187 187

188 4.1.2 Twitch's TOS restrict or prohibit reverse engineering, effectively shielding potential illegal conduct 188  
189 from user-led detection. These restrictions allegedly contravene California's public policy favoring fair-use 189  
190 security research. 190

191 (See *Sega Enters. Ltd. v. Accolade, Inc.* (9th Cir. 1992) 977 F.2d 1510, 1520; *Sony Computer Entm't, Inc.* 191  
192 *v. Connectix Corp.* (9th Cir. 2000) 203 F.3d 596, 599–603; *Tunkl v. Regents of Univ. of Cal.* (1963) 60 192  
193 Cal.2d 92, 96–98; Civ. Code § 1668; see also *A & M Produce Co. v. FMC Corp.* (1982) 135 Cal.App.3d 193  
194 473, 479–481; *Vault Corp. v. Quaid Software Ltd.* (5th Cir. 1988) 847 F.2d 255, 267–270.) 194

195 195

196 4.1.2.1 California courts emphasize that a contractual prohibition on investigative or security research 196  
197 efforts, when it effectively conceals potential wrongdoing, may be deemed unconscionable or contrary to 197  
198 public policy. (See *Armendariz*, supra, 24 Cal.4th at 114–115.) 198

199 199

200 4.1.3 Pokimane benefits from or participates in the Twitch monetization and donation system. Whether or 200  
201 not she directly engages in wrongdoing, her large-scale revenue streams exemplify the environment where 201  
202 suspicious or unregulated transactions may take place. 202

203 203

204 4.1.4 xQc also benefits from the Twitch monetization structure. However, Plaintiff alleges that xQc directly 204  
205 engages in gambling-related streams and laundering schemes, using crypto sites to process and funnel 205  
206 illicit funds. As a result, xQc's high-volume transactions—allegedly \$685 million—indicate a systemic failure 206  
207 by Twitch to prevent or disclose such illegal wagering and money laundering. 207

208 208

209 4.1.5 Following Judge Corley's January 9, 2025 ruling rejecting Twitch's Section 230 defense, Twitch can 209  
210 no longer claim blanket immunity for conduct related to these suspicious transactions or the actions of its 210  
211 content creators, including xQc. 211

212 212

213 4.1.6 The public policy against money laundering is strongly reflected in both state and federal law. (See 31 213  
214 U.S.C. § 5311 et seq. [Bank Secrecy Act], requiring financial institutions and similarly situated entities to 214  
215 implement anti-money-laundering programs; Cal. Gov. Code § 7460 et seq. [California's recordkeeping for 215  
216 currency transactions].) Plaintiff alleges that Twitch's failure to implement robust monitoring violates these 216

217	well-recognized policy mandates.	217
218		218
219	4.2 Pokimane's Role and Promised Subscription Benefits	219
220		220
221	4.2.1 Pokimane's popularity is heavily promoted by Twitch. Her channel often advertises "subscriber	221
222	benefits," including special emoticons, badges, and—per the marketing language used—"undying love and	222
223	appreciation."	223
224		224
225	4.2.2 Plaintiff subscribed to Pokimane's channel believing these representations to be genuine. On	225
226	information and belief, the words "undying love and appreciation" appeared (or were verbally stated) in	226
227	promotional content or subscription tiers, forming part of the contractual inducement.	227
228		228
229	4.2.3 Plaintiff alleges that he was emotionally vulnerable at the time and became "madly in love" with	229
230	Pokimane. He believed that, by subscribing, he was contracting for a certain level of personal engagement	230
231	or affection—albeit intangible—beyond mere entertainment.	231
232		232
233	4.2.4 Contrary to these promises, neither Twitch nor Pokimane delivered any actual "undying love and	233
234	appreciation." Plaintiff was devastated emotionally and claims that this advertising was deceptive,	234
235	fraudulent, and/or constituted a breach of the subscription contract.	235
236	(Compare <i>Consumer Advocates v. Echostar Satellite Corp.</i> (2003) 113 Cal.App.4th 1351, 1361	236
237	[differentiating non-actionable puffery from specific, actionable misrepresentations]; see also <i>In re Toyota</i>	237
238	<i>Motor Corp. Unintended Acceleration Mktg., Sales Practices, &amp; Prod. Liab. Litig.</i> (C.D. Cal. 2011) 754	238
239	<i>F.Supp.2d</i> 1145, 1172–1173; <i>Manderville v. PCG&amp;S Grp., Inc.</i> (2007) 146 Cal.App.4th 1486, 1500–1501.)	239
240		240
241	4.2.4.1 Where promises are made that directly concern personal or emotional benefits, California courts	241
242	have at times found that such promises may transcend mere puffery if the statements are sufficiently	242
243	definite and material to the transaction. (See <i>Hoffman v. 162 N. Wolfe LLC</i> (2014) 228 Cal.App.4th 1178,	243
244	1188.)	244
245		245
246	4.3 Reverse Engineering Restrictions and Public Policy	246
247		247
248	4.3.1 The importance of reverse engineering in cybersecurity is well recognized.	248
249	(See <i>Sega Enters. Ltd. v. Accolade, Inc.</i> , supra, 977 F.2d at p. 1520; <i>Sony Computer Entm't, Inc. v.</i>	249
250	<i>Connectix Corp.</i> , supra, 203 F.3d at p. 599; <i>Vault Corp. v. Quaid Software Ltd.</i> , supra, 847 F.2d at pp.	250
251	267–270.)	251
252		252

4.3.2 Plaintiff contends Twitch's draconian TOS hamper lawful investigations into the platform's data flows, stifling potential discoveries of wrongdoing (money laundering or fraud). This TOS stance may violate California's fundamental public policies, as recognized under the UCL (Cal. Bus. & Prof. Code § 17200) and the principle that contract provisions cannot contravene established law or public policy. (See Civ. Code § 1668; Tunkl, supra, 60 Cal.2d at pp. 96–98; A & M Produce, supra, 135 Cal.App.3d at pp. 479–481; Armendariz, supra, 24 Cal.4th at p. 115.)

4.3.3 Because Judge Corley has found that Twitch was not a "Good Samaritan" under Section 230, Twitch's attempts to enforce TOS provisions that obstruct lawful research or conceal potential misconduct may also be scrutinized without the shield of federal immunity. (See Fair Hous. Council v. Roommates.com, LLC, supra, 521 F.3d at 1162–1166.)

4.3.4 California's doctrine of unconscionability (Civ. Code § 1670.5) can render contract clauses unenforceable if they are both procedurally and substantively unconscionable. The TOS here may impose non-negotiable, oppressive terms upon users that disclaim or obstruct crucial investigatory rights, potentially meeting both elements.

#### 4.4 Plaintiff's Alleged Government Torture and Emotional Turmoil

4.4.1 Plaintiff contends that from October 2020 to September 2021, Massachusetts Department of Mental Health officials subjected him to forced confinement, misdiagnoses, and other abuses, allegedly violating international treaties such as the United Nations Convention Against Torture (UNCAT).

4.4.2 In September 2024, Plaintiff again experienced forced confinement, exacerbating his emotional fragility and fueling his sense of urgency to conduct open-source cybersecurity research (e.g., "execution hijacking" code for SMBv2) as a deterrent to governmental overreach.

4.4.3 These experiences heightened Plaintiff's distress upon discovering that Twitch's TOS bars him from pursuing the sort of in-depth investigations he believes necessary to expose wrongdoing or protect public interests. The confluence of these factors allegedly contributed to Plaintiff's ongoing emotional harm.

### 5 CAUSES OF ACTION

#### COUNT I

#### BREACH OF CONTRACT



289	(Against All Defendants)	289
290		290
291	5.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	291
292		292
293	5.2 Formation of Contract	293
294		294
295	5.2.1 Under California Civil Code § 1550, a valid contract requires (1) parties capable of consent, (2) a	295
296	lawful object, (3) consideration, and (4) consent.	296
297	- Cal. Civ. Code § 1550: "It is essential to the existence of a contract that there should be: 1. Parties	297
298	capable of contracting; 2. Their consent; 3. A lawful object; and 4. A sufficient cause or consideration."	298
299	5.2.2 Plaintiff alleges he entered into a subscription contract with Defendants by paying recurring fees in	299
300	exchange for benefits, including the stated "undying love and appreciation."	300
301	(See also Sateriale v. R.J. Reynolds Tobacco Co. (9th Cir. 2012) 697 F.3d 777, 788; Hoffman v. 162 N.	301
302	Wolfe LLC, supra, 228 Cal.App.4th at 1188.)	302
303		303
304	5.3 Breach	304
305		305
306	5.3.1 Defendants failed to provide the promised intangible benefit or any semblance of personal "love and	306
307	appreciation."	307
308	5.3.2 The breach is material because it goes to the heart of the subscription's advertised value to Plaintiff.	308
309	(See Central Valley Gen. Hosp. v. Smith (2008) 162 Cal.App.4th 501, 513–514.)	309
310		310
311	5.4 Damages	311
312		312
313	5.4.1 As a direct and proximate result, Plaintiff suffered monetary loss (subscription fees) and severe	313
314	emotional distress due to unmet expectations of personal connection.	314
315	(But see Erlich v. Menezes (1999) 21 Cal.4th 543, 558–559 [emotional distress damages generally not	315
316	recoverable in contract actions unless tied to a tort].)	316
317	5.4.2 However, Plaintiff alleges that the breach is intertwined with tortious conduct	317
318	(fraud/misrepresentation), potentially allowing for broader recovery.	318
319	(See Robinson Helicopter Co. v. Dana Corp. (2004) 34 Cal.4th 979, 991.)	319
320		320
321	5.5 Prayer	321
322		322
323	5.5.1 Plaintiff seeks compensatory damages, interest, and all other relief deemed proper by the Court.	323
324	Further, due to the January 9, 2025 ruling, Plaintiff asserts that Twitch cannot claim CDA Section 230	324

immunity to avoid liability for these contractual breaches.

**COUNT II**

**BREACH OF EXPRESS WARRANTY**

(Against All Defendants)

6.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

6.2 Under California law, an express warranty is created by an affirmation of fact or promise that relates to goods or services, forming part of the basis of the bargain.

(See Cal. Com. Code § 2313; *Hauter v. Zogarts* (1975) 14 Cal.3d 104, 112; *Greenman v. Yuba Power Prods., Inc.* (1963) 59 Cal.2d 57, 61.)

6.3 Express Representation

6.3.1 The statement “undying love and appreciation” constituted a specific promise about the nature and quality of the subscription service—even if intangible.

(See *Keith v. Buchanan* (1985) 173 Cal.App.3d 13, 21.)

6.4 Breach of Warranty

6.4.1 Defendants failed to fulfill that representation. Despite collecting subscription fees, they did not provide any actual affection or personal recognition.

6.4.2 Plaintiff reasonably relied on that warranty, to his detriment.

(See *Weinstat v. Dentsply Int’l, Inc.* (2010) 180 Cal.App.4th 1213, 1227–1228.)

6.5 Damages

6.5.1 Plaintiff seeks damages for the subscription amounts paid, plus any consequential damages allowed under California law.

6.5.2 Plaintiff also reserves the right to seek restitution and incidental damages as permitted by Cal. Com. Code §§ 2714, 2715.

6.5.3 Judge Corley’s January 9, 2025 ruling underscores that Twitch is not insulated by Section 230’s “Good Samaritan” provision from these warranty-based allegations.

361		361
362		362
363	<b>COUNT III</b>	363
364		364
365	<b>VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT (CLRA)</b>	365
366	[Cal. Civ. Code § 1750 et seq.]	366
367	(Against All Defendants)	367
368		368
369	7.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	369
370		370
371	7.2 The CLRA prohibits unfair or deceptive acts in the sale or lease of goods or services to consumers.	371
372	(Cal. Civ. Code § 1770(a).)	372
373		373
374	7.3 Misrepresentation	374
375		375
376	7.3.1 Defendants advertised intangible benefits—personal emotional support or affection—as part of the	376
377	subscription, an inherently deceptive tactic when it is never provided.	377
378	(See Cal. Civ. Code § 1770(a)(5), (7); Colgan v. Leatherman Tool Grp., Inc. (2006) 135 Cal.App.4th 663,	378
379	680–681.)	379
380		380
381	7.4 Reliance and Harm	381
382		382
383	7.4.1 Plaintiff justifiably relied on these statements when purchasing subscriptions.	383
384	(See In re Tobacco II Cases (2009) 46 Cal.4th 298, 312.)	384
385	7.4.2 Plaintiff was harmed when the promised benefits were nonexistent.	385
386		386
387	7.5 Prayer	387
388		388
389	7.5.1 Plaintiff seeks actual damages, injunctive relief, and other remedies available under Cal. Civ. Code §	389
390	1780, including costs.	390
391	7.5.2 Plaintiff further notes that the District Court has found that Twitch may not rely on Section 230's broad	391
392	protections, reinforcing Plaintiff's CLRA claims against Twitch.	392
393		393
394	<b>COUNT IV</b>	394
395		395
396	<b>VIOLATION OF THE FALSE ADVERTISING LAW (FAL)</b>	396
	[Cal. Bus. & Prof. Code § 17500 et seq.]	
	(Against All Defendants)	

397 397

398 8.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 398

399 399

400 8.2 The FAL makes it unlawful to disseminate any statement concerning real or personal property or 400

401 services that is untrue or misleading, and which is known (or reasonably should be known) to be untrue or 401

402 misleading. 402

403 (Cal. Bus. & Prof. Code § 17500.) 403

404 404

405 8.3 False or Misleading Statements 405

406 406

407 8.3.1 Defendants represented that Pokimane subscribers would receive “undying love and appreciation.” 407

408 This is, at best, a misleading marketing ploy that offers unwarranted personal illusions. 408

409 (See Committee on Children’s Television, Inc. v. Gen. Foods Corp. (1983) 35 Cal.3d 197, 211.) 409

410 410

411 8.4 Materiality and Injury 411

412 412

413 8.4.1 These statements influenced Plaintiff’s decision to purchase subscriptions. 413

414 (See Kwikset Corp. v. Superior Court (2011) 51 Cal.4th 310, 327–328.) 414

415 8.4.2 Plaintiff was thereby deceived and suffered monetary loss. 415

416 416

417 8.5 Prayer 417

418 418

419 8.5.1 Plaintiff seeks an injunction prohibiting such misleading marketing claims, restitution of subscription 419

420 fees, and all other relief the Court deems proper. 420

421 8.5.2 Plaintiff contends that Twitch, having been denied “Good Samaritan” status by Judge Corley, remains 421

422 liable for these deceptive practices hosted or facilitated on its platform. 422

423 423

424 **COUNT V** 424

425 425

426 **VIOLATION OF THE UNFAIR COMPETITION LAW (UCL)** 426

427 [Cal. Bus. & Prof. Code § 17200 et seq.] 427

428 (Against All Defendants) 428

429 429

430 9.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein. 430

431 431

432 9.2 Under Cal. Bus. & Prof. Code § 17200, “unfair competition” includes any unlawful, unfair, or fraudulent 432

433 business act or practice. 433

434 (Cel-Tech Commc'ns, Inc. v. L.A. Cellular Tel. Co. (1999) 20 Cal.4th 163, 180.) 434

435 435

436 9.3 Unlawful 436

437 437

438 9.3.1 Defendants' conduct violates multiple statutes (e.g., the CLRA, the FAL, or federal 438

439 anti-money-laundering provisions). 439

440 (See Cel-Tech, supra, at p. 180.) 440

441 441

442 9.4 Unfair 442

443 443

444 9.4.1 The TOS restrictions on reverse engineering unduly burden lawful security research and hamper 444

445 detection of potential money laundering, contravening public policy. 445

446 (See Drum v. San Fernando Valley Bar Ass'n (2010) 182 Cal.App.4th 247, 257; South Bay Chevrolet v. 446

447 Gen. Motors Acceptance Corp. (1999) 72 Cal.App.4th 861, 886.) 447

448 9.4.2 Similarly, marketing intangible emotional benefits that are not actually provided is unfair and 448

449 unethical, taking advantage of vulnerable consumers. 449

450 9.4.3 xQc's alleged laundering of \$685 million using crypto-based gambling streams, with Twitch failing to 450

451 intervene or disclose, also constitutes an unfair practice affecting consumers and the public. 451

452 452

453 9.5 Fraudulent 453

454 454

455 9.5.1 Defendants' marketing of a safe and transparent platform—while failing to disclose the possibility of 455

456 suspicious large-scale transactions—and promising intangible emotional benefits never provided is 456

457 fraudulent under the UCL's broad coverage. 457

458 (See In re Tobacco II Cases, supra; Pfizer Inc. v. Superior Court (2010) 182 Cal.App.4th 622, 630.) 458

459 459

460 9.6 Prayer 460

461 461

462 9.6.1 Plaintiff seeks injunctive relief to prohibit Defendants from enforcing TOS provisions that bar 462

463 legitimate forensic or security research and from continuing to misrepresent subscription benefits. 463

464 9.6.2 Plaintiff also seeks restitution and disgorgement of any ill-gotten gains pursuant to Cal. Bus. & Prof. 464

465 Code § 17203. 465

466 (See Cortez v. Purolator Air Filtration Prods. Co. (2000) 23 Cal.4th 163, 177–178; Korea Supply Co. v. 466

467 Lockheed Martin Corp. (2003) 29 Cal.4th 1134, 1149.) 467

468 9.6.3 Plaintiff emphasizes that, in light of the January 9, 2025 federal court decision declaring Twitch 468

ineligible for “Good Samaritan” immunity, these UCL violations are not shielded under Section 230.

**COUNT VI**

**NEGLIGENT OR RECKLESS MISREPRESENTATION**

(Against All Defendants)

10.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

10.2 Negligent or reckless misrepresentation requires:

- (1) Misrepresentation of a material fact,
- (2) Without reasonable grounds for believing it to be true,
- (3) Intent to induce reliance,
- (4) Justifiable reliance, and
- (5) Resulting damage.

(See Bily v. Arthur Young & Co. (1992) 3 Cal.4th 370, 407–408; Civ. Code §§ 1709–1710.)

10.3 Application

10.3.1 Defendants’ statements regarding “love and appreciation” were made either recklessly or negligently, without regard for whether they could be realistically fulfilled.

(See Gagne v. Bertran (1954) 43 Cal.2d 481, 487–488.)

10.3.2 Plaintiff justifiably relied on these statements and suffered damages in the form of subscription fees and emotional distress.

(See Lazar v. Superior Court (1996) 12 Cal.4th 631, 637.)

10.4 Damages

10.4.1 Plaintiff seeks compensatory damages for the subscription fees lost and for emotional harm arising directly from the misrepresentations.

10.4.2 Because Judge Corley has ruled Twitch is not entitled to Section 230 immunity, Defendants cannot avoid liability for these misrepresentations by invoking “Good Samaritan” defenses.

**COUNT VII**

**INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

(Against All Defendants)

11.1 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.

11.2 Intentional Infliction of Emotional Distress (IIED)

11.2.1 A cause of action for IIED requires:

(1) Extreme and outrageous conduct by the defendant,

(2) Intent to cause, or reckless disregard of the probability of causing, emotional distress,

(3) The plaintiff's suffering severe or extreme emotional distress, and

(4) Actual and proximate causation.

(See Hughes v. Pair (2009) 46 Cal.4th 1035, 1050; Potter v. Firestone Tire & Rubber Co. (1993) 6 Cal.4th 965, 1001.)

11.2.2 Defendants' conduct in promising personal love—an intrinsically emotional matter—while knowing it was illusory or false may be deemed outrageous and intended (or undertaken with reckless disregard) to cause severe emotional harm.

(See KOVR-TV, Inc. v. Superior Court (1995) 31 Cal.App.4th 1023, 1030; Rest.2d Torts, § 46, cmt. d.)

11.3 Negligent Infliction of Emotional Distress (NIED)

11.3.1 Alternatively, if Defendants did not intend to harm Plaintiff, they acted negligently in making statements likely to cause emotional turmoil to vulnerable individuals.

(See Dillon v. Legg (1968) 68 Cal.2d 728, 739–740; Burgess v. Superior Court (1992) 2 Cal.4th 1064, 1072–1073; Bock v. Hansen (2014) 225 Cal.App.4th 215, 231.)

11.3.2 California courts have recognized NIED claims where a special relationship or foreseeability of emotional harm is established.

(See Molien v. Kaiser Found. Hosps. (1980) 27 Cal.3d 916, 928–929.)

11.4 Severe Emotional Distress

11.4.1 Plaintiff's confinement history and emotional vulnerability magnify the harm from Defendants' conduct.

(See Molien, supra, at p. 928.)

11.5 Prayer

541  
542 11.5.1 Plaintiff seeks compensatory damages for emotional distress, punitive damages if Defendants'  
543 conduct is found sufficiently outrageous, and all other relief deemed just.  
544 (See Civ. Code § 3294 [punitive damages available for oppression, fraud, or malice].)  
545 11.5.2 In light of the January 9, 2025 ruling, Twitch is not immune under Section 230, and its actions or  
546 failures to act that contributed to Plaintiff's distress must be fully adjudicated.  
547  
548 **6 PRAYER FOR RELIEF**  
549  
550 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:  
551  
552 A. Declaratory Judgment  
553 1. Declaring that Twitch's TOS restrictions on reverse engineering are unconscionable, void, or  
554 unenforceable under California law and public policy;  
555 2. Declaring that advertisements or marketing referencing "undying love and appreciation" are deceptive or  
556 misleading if not genuinely provided;  
557 3. Recognizing the January 9, 2025 determination by Judge Scott Corley that Section 230 does not shield  
558 Twitch from liability because it is not acting as a "Good Samaritan";  
559 4. Declaring that xQc's alleged crypto-based gambling and money laundering activities on Twitch violate  
560 Title 18, thereby imposing liability on xQc and Twitch for damages caused by such unlawful activities;  
561  
562 B. Injunctive Relief  
563 1. Enjoining Twitch from enforcing TOS that prohibit good-faith, lawful security or forensic research aimed  
564 at detecting potential money laundering or other illegal activities;  
565 2. Enjoining Defendants from advertising intangible emotional benefits (e.g., "love" or "appreciation")  
566 without making clear that these are entertainment-only or purely figurative statements;  
567 3. Requiring corrective advertising and disclosure of the speculative or figurative nature of intangible  
568 benefits;  
569 4. Requiring Twitch to implement effective anti-money-laundering mechanisms, reporting protocols, and  
570 oversight for gambling-related streams, including xQc's channel;  
571  
572 **C Restitution, Disgorgement, and Damages**  
573 1. Restitution and/or disgorgement of subscription fees and any ill-gotten gains derived from misleading  
574 promises;  
575 2. Compensatory and consequential damages for emotional distress and related harm;  
576 3. Punitive damages as allowed by law, given the potential outrageousness of false emotional promises



and the magnitude of xQc's alleged money laundering scheme;

**D CLRA & FAL Remedies**

1. Awarding all remedies authorized under the Consumers Legal Remedies Act and False Advertising Law, including actual damages, injunctive relief, and, where permitted, attorneys' fees and costs (though Plaintiff is pro se);

**E. Costs and Other Relief**

1. Awarding costs of suit, pre- and post-judgment interest, and any other relief the Court deems just and proper.

**7 DEMAND FOR JURY TRIAL**

Pursuant to California law, Plaintiff demands a trial by jury on all causes of action so triable.

Dated: February 14, 2025 (Valentine's Day)

/s/ Bo Shang (In Pro Per)



BO SHANG (In Pro Per)

10 McCafferty Way

Burlington, MA 01803

Phone: (781) 999-4101 or (617) 618-8279

Email: bo@pdfsage.org | boshangsoftware@proton.me

Plaintiff, In Pro Per

**EXHIBIT 1:**

Twitch Terms of Sale and Pokimane (subsequently Pokimane LLC) sold her 'undying love and appreciation' as a subscription product continuously from 2013 - 2020, and Pokimane is the most followed female TV channel on Twitch! A "gamin" website!

### Subscription Service Terms

Twitch may offer certain Ancillary Products and Services in connection with the Twitch Services on a subscription basis with recurring payments ("Subscription Services") as disclosed to you when you subscribe to any Subscription Services. Subscription Services may renew automatically, and you agree that we are authorized to charge you for payment on a recurring basis prior to each renewal. You agree that your Subscription Service will renew continuously until you cancel it. Twitch reserves the right to discontinue or modify any subscription fee payment option. If we discontinue or modify a subscription payment option, we will provide notice of such discontinuance or modification by email or through the Twitch Services in advance of the next billing date. If you are signing up under any promotional subscription fee, some additional restrictions may apply. These restrictions, if any, will be provided to you before you sign up for the applicable Subscription Service that is subject to the promotion.

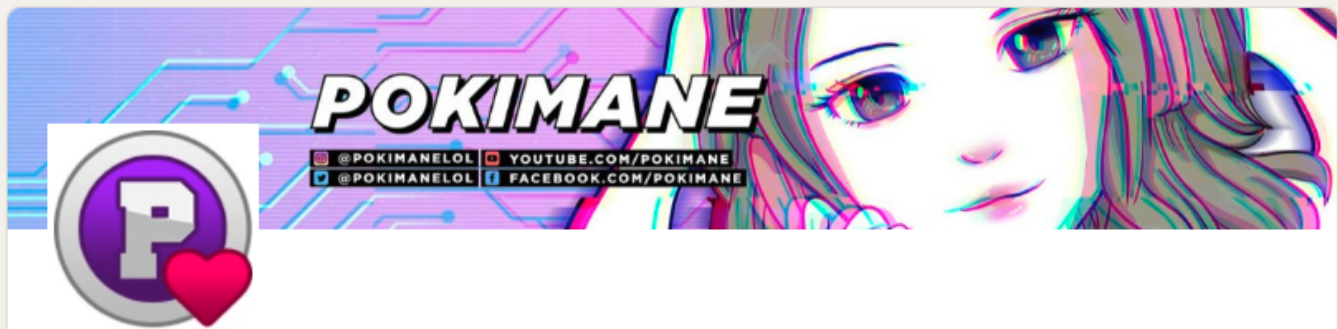
You are responsible for all charges incurred under your account. Twitch reserves the right to deactivate Subscription Services to your account if payment is past due, regardless of the dollar amount.



- No commercials or ads!
- Post clips + links without being timed out!
- Priority in all stream events, including games I play with viewers, Dr.Poki, etc!
- Chat Badge and 60 Subscriber Emotes
- GAIN POKI POINTS FASTER
- MY UNDYING LOVE AND APPRECIATION ^\_~^

**EXHIBIT 2:**

CALIFORNIA IS SMOKING TOO MUCH WEED BY ALLOWING POKIMANE TO OPERATE AS A "LAWFUL"  
BUSINESS



## Pokimane LLC

Based in Los Angeles, Imane Anys (alias, Pokimane) is a Moroccan Canadian content creator and personality.

Entertainment Providers · Los Angeles · 1K followers · 2-10 employees

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### Overview

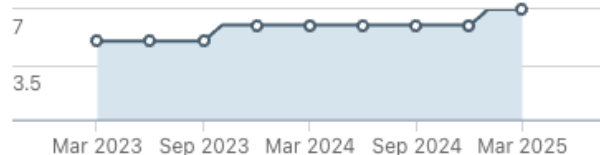
Based in Los Angeles, Imane Anys (alias, Pokimane) is a Moroccan Canadian content creator and personality. With over 4 million subscribers and growing, her content on Twitch, Youtube and Instagram cater to the Fortnite, League of Legends, and various other gaming title fans. Pokimane aspi ... see more

[Show all details →](#)

PREMIUM

### Insights on Pokimane LLC ?

#### Total employees



▲ 17%

Total headcount growth  
6 months

🕒 2.9 years

Median tenure

#### Unlock more organization insights

Access employee, hiring, and job opening insights with Premium

[Try Premium for free](#)

**EXHIBIT 3:**

xQc shows off laundering \$685M via illicit streaming, while streaming on Twitch

The screenshot displays a Twitch stream interface. On the left, a man with blonde hair and a headset is visible. The main content area shows a Stake.com account statistics overlay for user FELIXGAMBA. The overlay includes a balance of \$685,075.984 and a table of betting statistics.

Bets	Wins	Losses	Amount
656,376	63,057	583,406	\$685,075.984
3,267	352	2,866	\$830,279.32
1,433	142	1,280	\$52,606.45
148	15	132	\$1,130.61
151	29	122	\$9,043.71
778	63	708	\$15,414.77
82	8	72	\$1,107.03
96	6	89	\$961.00

Below the table, there is a 'Request statistics' button. The background of the stream shows a blurred image of a person and some text.

Felix shows the amount he's wagered on Stake on stream (Image via xQc/Twitch)