

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

BO SHANG,)
)
Plaintiff, Pro Se,) Case No. _____
)
v.) INITIAL COMPLAINT FOR:
)
ALPHABE INC
(missing one character),) 1) VIOLATION OF CAL. BUS. & PROF.
a Delaware Corporation,) CODE § 17200, et seq. ("UCL");
) 2) VIOLATION OF CAL. BUS. & PROF.
Defendant.) CODE § 17500 ("FAL");
) 3) VIOLATION OF CAL. CIV. CODE
) § 1750, et seq. ("CLRA");
) 4) COMMON LAW CONTRACT THEORIES;
) 5) DECLARATORY RELIEF (28 U.S.C. § 2201);
) 6) OTHER GROUNDS (LANHAM ACT, ETC.)
_____)

IN THE UNITED STATES DISTRICT COURT
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Plaintiff, BO SHANG ("Plaintiff" or "Shang"), appearing pro se, alleges as follows:

I. NATURE OF THE ACTION

1. Plaintiff brings this action against Defendant ALPHABE INC (hereinafter "Defendant," "Google," or "Alphabet") under various federal and state laws, challenging Defendant's Terms of Service ("TOS") regarding generative artificial intelligence ("AI") content. Specifically, Plaintiff contends:
 - Defendant's so-called AI-generated content is merely "branded math" resulting from mathematical transformations of data.
 - Defendant's TOS purport to prohibit the public's acquisition or use of this "math" in ways that infringe on fundamental principles of intellectual freedom and fair competition.
 - Defendant's contradictory conduct (providing free trial credits, developer assistance, etc.) while threatening enforcement under these TOS has caused Plaintiff and the public to suffer confusion, wasted time, and potential liability concerns.
2. Plaintiff seeks injunctive and declaratory relief, damages, restitution, and other remedies under:
 - California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, et seq.);

- California's False Advertising Law (Cal. Bus. & Prof. Code § 17500, et seq.);
 - California's Consumer Legal Remedies Act (Cal. Civ. Code § 1750, et seq.);
 - Common-law contract theories (e.g., unconscionability, void for public policy);
 - 28 U.S.C. § 2201 (declaratory judgment);
 - and, as applicable, the Lanham Act (15 U.S.C. § 1125(a)), Sherman/Clayton Acts for antitrust (15 U.S.C. §§ 1–7, 12–27), and other federal or state doctrines.
3. Plaintiff further demands substantial monetary damages to compensate for injuries caused by Defendant's purported attempt to monopolize or control access to "basic math knowledge," interfering with scientific freedom and the public's right to learn and innovate.

II. JURISDICTION AND VENUE

4. Federal Question Jurisdiction (28 U.S.C. § 1331): This Court has subject-matter jurisdiction because Plaintiff's claims arise under federal law, including potential Lanham Act (15 U.S.C. § 1125(a)) claims, requests for declaratory relief under 28 U.S.C. § 2201, and references to federal questions about the legality of restricting use of AI output (implicating speech, commerce, etc.).
5. Diversity Jurisdiction (28 U.S.C. § 1332): To the extent Plaintiff and Defendant are citizens of different states and the amount in controversy exceeds \$75,000, diversity jurisdiction may apply.
6. Supplemental Jurisdiction (28 U.S.C. § 1367): The Court has supplemental jurisdiction over Plaintiff's state-law claims (UCL, FAL, CLRA, contract theories) because they are so related to the federal claims that they form part of the same case or controversy.
7. Venue (28 U.S.C. § 1391): Venue is proper in the Northern District of California because Defendant maintains its principal place of business in this district, conducts substantial business here, and a substantial part of the events or omissions giving rise to the claims occurred here.

III. THE PARTIES

8. Plaintiff BO SHANG is a natural person acting pro se, residing in _____, who researches and develops machine-learning technologies. Plaintiff has been subjected to Defendant's TOS that purport to prohibit usage of "AI-generated content" for ML purposes and, as alleged, has suffered confusion, wasted time, and chilling effects on research.
9. Defendant ALPHABE INC (intentionally missing one character) is a Delaware corporation headquartered in Mountain View, California. It is the parent company of Google and offers AI-powered products and services worldwide, including "Gemini," "Bard,"

and other generative models.

IV. FACTUAL ALLEGATIONS

A. Defendant's Generative AI as "Branded Math"

10. Defendant operates generative AI models that produce text, images, or other content based on user prompts. From a scientific standpoint, these models rely on linear algebra, probability distributions, and other fundamental mathematical processes to generate outputs. Plaintiff contends that calling such output "proprietary" is akin to monopolizing "math transformations."
11. Plaintiff alleges that by branding these outputs as "Google AI content," Defendant claims the right to impose broad licensing restrictions that effectively ban others from using or re-transforming that "math" for competing ML/AI projects.

B. TOS Restricting Use of AI Outputs

12. On or about _____, 202__ (date to be clarified), Defendant revised or introduced TOS stating: "You may not use AI-generated content from our services to develop machine learning models or related AI technology." Plaintiff asserts that these provisions are vague, overbroad, and/or unconscionable, in direct conflict with open research norms.
13. No consistent method exists to label or watermark Google's AI outputs. As a result, users risk inadvertently ingesting "AI content" into their own ML workflows, thus potentially violating the TOS. This instills fear and uncertainty.

C. Free Trials, Prompt Assistance, & Contradictory Conduct

14. Defendant entices developers (including Plaintiff) with free credits (e.g., a \$1,000 trial) to experiment with "Gemini" or "GenAI Builder." These tools even guide users in writing prompts or scripts—yet at the same time, the TOS suggest that using such "output" in any derivative AI model might be disallowed.
15. Plaintiff claims that the TOS's sweeping prohibition is self-contradictory, leading to confusion, wasted resources, and potential liability for simply handling "branded math."

D. Harm to Plaintiff

16. Plaintiff's ML research was effectively chilled by fear of TOS violations. Plaintiff suffered direct damages in the form of lost time, potential cancellations of research projects, and an unwillingness to further experiment with Gemini or similar services. Plaintiff demands not only compensatory damages but also punitive or exemplary damages to deter future overreach by Defendant.

17. Plaintiff contends that restricting the flow of “math knowledge” is harmful to the public, threatens open scientific inquiry, and violates fundamental societal norms in technology and free speech.
- 17A. Additionally, Plaintiff is subscribed to Gemini for Google Workspace as well as Colab Premium. Every time Plaintiff responds to an MIT admissions auto-reply—having previously applied under a “generated North Korean army” persona—Plaintiff risks exposing MIT and all recipients of Plaintiff’s communications to potential suit by Google. This scenario presents an unacceptable risk imposed on users by “Googol – 1 char: ALPHABE INC,” thereby further exacerbating the chilling effect and confusion spawned by Defendant’s TOS.
- 17B. On or about _____, 202_, Plaintiff contacted Google One Support to complain about the allegedly “illegal” TOS and to seek clarification on whether Defendant genuinely intended to ban the public from using or acquiring these so-called “mathematical transformations.” Support personnel initially assured Plaintiff that “Google Engineers would not stop working to improve the product,” but did not appear to grasp or address the seriousness of the TOS restrictions.
- 17C. Plaintiff explicitly informed the Google One Support representative that Google’s entire search engine is fundamentally built on mathematical principles (“basic math”), and that restricting the use of math would be both infeasible and contrary to open scientific inquiry. In response, the support representative expressed genuine surprise, apparently unaware that math served as the underpinnings of Google’s core offerings.
- 17D. Plaintiff believes that if Google’s legal department is committed to preventing third parties from employing the same “basic math transformations,” they should, in fairness, also prohibit their own engineers from continuing to utilize such mathematics in ongoing product development. According to Plaintiff, it is contradictory for Google to profit from “math-based” technology while legally barring others from doing so.
- 17E. This exchange with Google One Support underscores the depth of confusion and contradictory messaging emanating from Defendant’s various departments. On the one hand, Google invests in AI research and encourages internal engineers to improve AI products using fundamental math. On the other hand, it brandishes TOS language that would effectively stifle that same type of creative or competitive effort by external researchers, third parties, and the general public.

V. FIRST CAUSE OF ACTION
(VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200, et seq.)

18. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

19. Statutory Basis: California's Unfair Competition Law ("UCL") (Bus. & Prof. Code § 17200, et seq.) prohibits any "unlawful, unfair or fraudulent business act or practice."
20. "Unfair" Prong:
 - Under *Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal.4th 163 (1999), an act is "unfair" if it threatens incipient violation of law or violates the policy or spirit of those laws.
 - Defendant's TOS purportedly restricting mathematical transformations violate public policy favoring open science and free competition.
21. "Unlawful" Prong:
 - Defendant's TOS and conduct may also violate other laws (including antitrust or consumer protection laws) and thus be "unlawful" under the UCL.
22. Relief Sought: Injunctive relief preventing enforcement of the TOS, restitution, and any relief authorized under Bus. & Prof. Code § 17203.

VI. SECOND CAUSE OF ACTION
(VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17500, et seq.)

23. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
24. Statutory Basis: California's False Advertising Law (Bus. & Prof. Code § 17500, et seq.) prohibits disseminating untrue or misleading statements in connection with the sale of goods or services.
25. Defendant's promotional materials and TOS disclaimers are misleading or contradictory because they simultaneously:
 - Encourage users to experiment with AI, including writing prompts in "GenAI Builder,"
 - Yet purport to ban "using AI-generated content" for machine-learning models.
26. Case Law Guidance:
 - *People v. Superior Court (Jayhill Corp.)*, 9 Cal.3d 283, 286–88 (1973), clarifies that any "misleading or untrue" statement about goods or services is actionable.
 - Defendant's contradictory statements about permissible AI usage are likely to mislead.
27. Relief Sought: Injunctive relief, restitution, and other appropriate remedies authorized by Bus. & Prof. Code § 17535.

VII. THIRD CAUSE OF ACTION
(VIOLATION OF THE CALIFORNIA CONSUMER LEGAL REMEDIES ACT ("CLRA"),
CAL. CIV. CODE § 1750, et seq.)

28. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.

29. Statutory Basis: The CLRA (Cal. Civ. Code §§ 1750–1784) bars deceptive practices in consumer transactions.
 - Civil Code § 1770(a) enumerates unlawful acts such as misrepresenting the nature of goods or services or their usage limitations.
30. Plaintiff qualifies as a “consumer” under the CLRA when utilizing Google’s AI services for personal or research purposes. Defendant’s contradictory TOS and marketing materials allegedly misrepresent the nature and scope of permissible uses of its AI output.
31. Case Law Examples:
 - Morgan v. AT&T Wireless Servs., Inc., 177 Cal. App. 4th 1235 (2009) (broadly discussing the scope of CLRA in technology service misrepresentations).
32. Relief Sought: Actual damages, injunctive relief, restitution, potential punitive damages, and attorneys’ fees under Cal. Civ. Code § 1780.

VIII. FOURTH CAUSE OF ACTION (COMMON-LAW CONTRACT THEORIES & UNCONSCIONABILITY)

33. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
34. Basis: Under California law, a contract (or TOS) may be void or unenforceable if it is unconscionable, ambiguous, or contrary to public policy.
 - California Civil Code § 1670.5 (Unconscionability) and
 - Armendariz v. Found. Health Psychare Servs., Inc., 24 Cal.4th 83 (2000) (discussing procedural and substantive unconscionability).
35. Here, the TOS is allegedly unconscionable because:
 - Procedural Unconscionability: Defendant’s TOS is a non-negotiable “clickwrap” or “browsewrap,” foisted on users who have no meaningful choice.
 - Substantive Unconscionability: The TOS purports to ban an essential category of intellectual endeavor (“math transformations”), contrary to public policy favoring open competition.
36. Void Against Public Policy:
 - Under Cal. Civ. Code § 1667, a contract is unlawful if it is “contrary to the policy of express law, though not expressly prohibited,” or is “otherwise contrary to good morals.”
 - Plaintiff contends that restricting universal math knowledge is contrary to public policy.
37. Remedy: Plaintiff seeks declaratory relief finding the TOS void or unenforceable, plus compensatory and/or punitive damages for the harm caused by reliance on or confusion arising from these TOS.

IX. FIFTH CAUSE OF ACTION
(DECLARATORY JUDGMENT UNDER 28 U.S.C. § 2201, et seq.)

38. Plaintiff incorporates by reference all preceding paragraphs as if fully set forth herein.
39. Actual Controversy: A real, immediate controversy exists as to whether Defendant's TOS is lawful or enforceable insofar as it purports to bar others from using or acquiring "AI-generated content" (i.e., "branded math").
40. Authority: 28 U.S.C. § 2201 authorizes the Court to "declare the rights and other legal relations of any interested party seeking such declaration."
41. Requested Declaration: Plaintiff asks the Court to declare that:
 - Defendant's TOS is overbroad, unconscionable, and unenforceable,
 - Enforcement of these provisions violates federal and state law, and
 - Users (including Plaintiff) have the lawful right to incorporate or transform "AI outputs" for ML or research purposes consistent with open science.
42. Such a declaration will provide clarity and prevent further harm to Plaintiff and the public.

X. OTHER POTENTIAL GROUNDS

43. Lanham Act (15 U.S.C. § 1125(a)): If Defendant's statements about controlling "branded math" or restricting the "nature, characteristics, or qualities" of AI content are false or misleading in commercial advertising, Plaintiff may have a claim under Section 43(a) of the Lanham Act.
44. Sherman Act (15 U.S.C. §§ 1–2) & Clayton Act (15 U.S.C. §§ 12–27): If Defendant's conduct in monopolizing or restraining the use of AI content for ML research substantially lessens competition in the relevant market, or tends to create a monopoly, antitrust liability may arise. See, e.g., *United States v. Microsoft Corp.*, 253 F.3d 34 (D.C. Cir. 2001) (assessing conduct that forecloses competition).
45. DMCA/Copyright (17 U.S.C. §§ 101, 512, etc.): While it remains unsettled whether short AI outputs or mere "transformations" are protected by copyright, if Defendant tries to enforce TOS akin to "access controls," users might invoke DMCA safe-harbor issues.
46. Plaintiff reserves the right to amend to add such claims as discovery warrants.

XI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment in Plaintiff's favor and against Defendant, as follows:

1. Injunctive Relief: Enjoining Defendant from enforcing the TOS in any manner that prohibits lawful ML research or usage of AI-generated content, or that misleads users about their rights to apply “branded math.”
2. Declaratory Judgment: Declaring that Defendant’s TOS provisions restricting use of AI outputs are void and unenforceable under federal and California law, as they are contrary to public policy and/or unconscionable.
3. Restitution and Damages: Awarding restitution, compensatory damages, and consequential damages, including but not limited to:
 - The monetary value of wasted time, lost research opportunities, or resources expended in attempting to comply with ambiguous TOS.
 - Any fees or expenses incurred due to fear of litigation under these TOS.
4. Punitive/Exemplary Damages: Imposing punitive damages in an amount sufficient to deter similar conduct by Defendant or others, given the egregious attempt to monopolize or restrict fundamental mathematical knowledge.
5. Attorneys’ Fees and Costs: Awarding attorneys’ fees and costs (to the extent permissible for pro se litigants or upon retention of counsel) under all applicable statutes, including the CLRA (Cal. Civ. Code § 1780(e)), UCL, or private attorney general statutes.
6. Pre- and Post-Judgment Interest: Awarding interest at the highest lawful rate on all sums awarded.
7. Any Other Relief: Granting such other and further relief as this Court deems just, equitable, and proper.

Dated: January 14, 2025

Respectfully submitted,

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