**PDFSage Inc. | CA Superior Court at Santa Clara County**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF SANTA CLARA**

BO SHANG, an individual, Case No.: [\_\_\_\_\_\_\_\_\_\_\_\_]

10 McCafferty Way, Burlington MA 01803

Plaintiff,

v.

**NVIDIA CORPORATION;**

2788 San Tomas Expy, Santa Clara, CA 95051

MICROSOFT CORPORATION d/b/a AZURE,

One Microsoft Way, Redmond, WA 98052

Defendants.

**CIVIL COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, Bo Shang (“Plaintiff”), by and through the undersigned (pro se or counsel, if applicable), alleges as follows against Defendants NVIDIA Corporation (“NVIDIA”) and Microsoft Corporation d/b/a Azure (“Azure,” and collectively “Defendants”):

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**I INTRODUCTION**

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**1**

Compensatory Damages in an amount to be proven at trial for Plaintiff’s economic losses and additional expenses incurred. See Brady v. Daly, 175 U.S. 148, 154 (1899); Cal. Civ. Code §§ 3333, 3281; In re Tobacco Cases II, 240 Cal. App. 4th 779, 792 (2015).

**2**

Injunctive Relief requiring Defendants to remove or modify unnecessary secure boot restrictions that block legitimate driver and Python updates, or to otherwise allow direct updates without the purchase of NVIDIA AI Enterprise. In the alternative, if Defendants refuse to cease these anticompetitive practices, Plaintiff prays that they acknowledge and permit free transitions to other providers, such as Alibaba Cloud, without penalty. See eBay Inc. v. MercExchange, L.L.C., 547 U.S. 388, 391 (2006), 126 S. Ct. 1837, 164 L. Ed. 2d 641 (setting forth test for injunctive relief); Cal. Bus. & Prof. Code § 17203 (permitting injunctive relief against unfair business practices); ABC Int’l Traders, Inc. v. Matsushita Elec. Corp., 14 Cal. 4th 1247, 1259 (1997) (scope of injunctive relief under California UCL); 15 U.S.C. § 26 (Clayton Act provision granting injunctive relief for antitrust violations).

**II PARTIES**

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**3**

Punitive Damages where applicable, to deter Defendants and others from engaging in similar wrongful conduct. See BMW of N. Am., Inc. v. Gore, 517 U.S. 559, 568 (1996), 116 S. Ct. 1589, 134 L. Ed. 2d 809 (discussing constitutional limits on punitive damages); Cal. Civ. Code § 3294 (authorizing punitive damages in cases of oppression, fraud, or malice); Simon v. San Paolo U.S. Holding Co., Inc., 35 Cal. 4th 1159, 1167 (2005).

**III JURISDICTION AND VENUE**

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**IV FACTUAL BACKGROUND**

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**4**

Costs and Attorneys’ Fees (if represented by counsel or if pro se costs are awarded) incurred in bringing this action. See Marek v. Chesny, 473 U.S. 1, 7–8 (1985), 105 S. Ct. 3012, 87 L. Ed. 2d 1 (discussing cost-shifting under Rule 68); Cal. Code Civ. Proc. § 1032; Graham v. DaimlerChrysler Corp., 34 Cal. 4th 553, 565 (2004) (fee shifting in private attorney general actions if applicable).

**5**

Any Other Relief the Court deems just and proper.

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**6**

Plaintiff contends that these restrictive measures are not technically necessary, citing his ability to update and run the same models freely on older systems and on Alibaba Cloud. He alleges that the secure boot restriction was implemented, at least in part, to force users to adopt and pay for the costlier NVIDIA AI Enterprise license or image. See 15 U.S.C. § 2 (prohibiting monopolization or attempts to monopolize); Cal. Bus. & Prof. Code § 16727 (prohibiting certain tying arrangements under the Cartwright Act); Neal v. Honeywell Inc., 191 Cal. App. 3d 925, 933 (1987) (discussing anticompetitive conduct through tying schemes).

**7**

Plaintiff has suffered economic losses, including but not limited to lost time, productivity, and additional fees, as a direct result of these measures that block or impede driver and Python environment updates. Plaintiff underscores that these losses have motivated him and others to use or plan to use Alibaba Cloud’s GPU solutions, which ironically remain more open and feasible despite U.S. sanctions. See Cal. Civ. Code § 3333 (general measure of compensatory damages in tort); Quidel Corp. v. Superior Court, 57 Cal. App. 5th 155, 163 (2020) (addressing economic harms stemming from anticompetitive activity).

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**V CAUSES OF ACTION**

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**COUNT I: TORTIOUS INTERFERENCE WITH ECONOMIC ADVANTAGE**

**VI PRAYER FOR RELIEF**

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WHEREFORE, Plaintiff respectfully requests that the Court enter judgment against Defendants as follows:

**VII DEMAND FOR JURY TRIAL**

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Plaintiff hereby demands a trial by jury on all claims and issues so triable. See Cal. Code Civ. Proc. § 631; Martin v. County of L.A., 51 Cal. App. 4th 688, 698 (1996).

Dated: 3/7/25

Respectfully submitted,

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Bo Shang (Pro Se or by Counsel)

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