SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

UNLIMITED CIVIL

BO SHANG,)

) Case No.:

Plaintiff, Pro Se,)

)

v.) COMPLAINT FOR:

)

ALPHABE INC (INTENTIONALLY) 1) VIOLATION OF CAL. BUS. & PROF.

MISSING ONE CHARACTER),) CODE § 17200, et seq. ("UCL");

a Delaware Corporation,) 2) VIOLATION OF CAL. BUS. & PROF.

) CODE § 17500 ("FAL");

Defendant.) 3) VIOLATION OF CAL. CIV. CODE

) § 1750, et seq. ("CLRA");

) 4) COMMON LAW CONTRACT THEORIES;

) 5) DECLARATORY RELIEF

) (CAL. CODE CIV. PROC. § 1060);

) 6) OTHER GROUNDS (LANHAM ACT,

) ANTITRUST, ETC.)

_____)

COMPLAINT FOR DAMAGES, INJUNCTIVE, AND DECLARATORY RELIEF

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 California consumer-protection and unfair-competition statutes, as well as common-law doctrines and other potential grounds. Plaintiff challenges Defendant's Terms of Service ("TOS") regarding generative artificial intelligence ("AI") content.

2. Specifically, Plaintiff alleges:

- 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.

3. 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);
- Declaratory relief (Cal. Code Civ. Proc. § 1060);
- and, as applicable, the Lanham Act, antitrust laws, or other doctrines.

4. Plaintiff additionally seeks 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

5. Jurisdiction in the Superior Court of California: This Court has subject-matter jurisdiction over the causes of action asserted under California law. To the extent Plaintiff asserts federal statutes (Lanham Act, Sherman Act, etc.), state courts have concurrent jurisdiction unless/until removed to federal court.

6. Venue is proper in Santa Clara County because Defendant maintains its headquarters and principal place of business in Mountain View, California (which is located in Santa

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Clara County). A substantial part of the events or omissions giving rise to the claims occurred in this County.

III. THE PARTIES

7. Plaintiff BO SHANG is a natural person acting pro se, residing in _____, who researches and develops machine-learning technologies. Plaintiff has been subject to Defendant's TOS that purport to prohibit usage of "AI-generated content" for ML purposes, thereby causing confusion, wasted time, and chilling effects on Plaintiff's research.

8. 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"

9. Defendant operates generative AI models producing 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 labeling such output "proprietary" is akin to monopolizing "math transformations."

10. 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

11. On or about _____, 202__, Defendant revised or introduced TOS stating: "You may not use AI-generated content from our services to develop machine learning models or

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related AI technology." Plaintiff asserts that these provisions are vague, overbroad, and/or unconscionable—conflicting with open research norms.

12. Because no consistent method exists to label or watermark Google's AI outputs, users risk inadvertently ingesting "AI content" into their own ML workflows, potentially violating the TOS and causing fear and uncertainty.

C. Free Trials, Prompt Assistance, & Contradictory Conduct

13. 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.

14. 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

15. 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 compensatory damages, as well as punitive or exemplary damages to deter future overreach by Defendant.

16. 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.

17. Additionally, Plaintiff is subscribed to Gemini for Google Workspace as well as Colab Premium. Each communication that might contain or respond to AI-generated content potentially subjects Plaintiff or third parties (e.g., MIT) to future legal claims under Defendant's TOS, further exacerbating confusion and a chilling effect.

18. On or about _____, 202__, Plaintiff contacted Google One Support to complain about the allegedly "illegal" TOS and to seek clarification regarding whether Defendant genuinely intended to ban the public from using "mathematical transformations." The support personnel did not provide clear guidance, reinforcing the confusion over the TOS's broad reach.

19. Plaintiff explicitly pointed out that Google's search engine itself is fundamentally built on "basic math," and that restricting the use of math would be both infeasible and contrary to open scientific inquiry. The support representative appeared unaware that math underpinned Google's core offerings.

20. Plaintiff believes that if Google's legal department insists on barring third parties from using "basic math transformations," then logically Google should also bar its own engineers from continuing to develop math-based technology—illustrating the TOS's contradictory and unworkable nature.

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

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

22. Statutory Basis: California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, et seq., prohibits "unlawful, unfair or fraudulent" business practices.

23. "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 violates the policy or spirit of antitrust or other laws.
- Defendant's TOS that purportedly restrict fundamental math transformations for AI research violate public policy favoring open science and fair competition.

24. "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.

25. Relief Sought: Injunctive relief preventing enforcement of the TOS, restitution, and any other relief authorized under Cal. Bus. & Prof. Code § 17203.

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

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

27. Statutory Basis: California's False Advertising Law ("FAL"), Cal. Bus. & Prof. Code § 17500, et seq., prohibits disseminating untrue or misleading statements in connection with the sale of goods or services.

28. Defendant's promotional materials and TOS disclaimers are misleading or contradictory because they simultaneously:
- Encourage users to experiment with AI tools (e.g., "GenAI Builder"),
- Yet purport to ban "using AI-generated content" for machine-learning models.

29. Such contradictory statements likely mislead developers and the general public regarding the permissible scope of AI usage, in violation of the FAL.

30. Relief Sought: Injunctive relief, restitution, and other appropriate remedies under Cal. Bus. & Prof. Code § 17535.

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

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

32. Statutory Basis: The CLRA (Cal. Civ. Code §§ 1750–1784) bars deceptive practices in consumer transactions. Civil Code § 1770(a) enumerates unlawful acts such as

205   misrepresenting the nature of goods or services or their usage limitations.   205

206   206

207   33. Plaintiff qualifies as a "consumer" when using Google's AI services for personal or   207

208   research purposes. Defendant's contradictory TOS and marketing materials allegedly   208

209   misrepresent the permissible uses of its AI output.   209

210   210

211   34. Relief Sought: Actual damages, injunctive relief, restitution, potential punitive   211

212   damages, and attorneys' fees (if awarded) under Cal. Civ. Code § 1780.   212

213   213

214   VIII. FOURTH CAUSE OF ACTION   214

215   (COMMON-LAW CONTRACT THEORIES & UNCONSCIONABILITY)   215

216   216

217   35. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth   217

218   herein.   218

219   219

220   36. California contract law deems a contract (or TOS) void or unenforceable if it is   220

221   unconscionable, ambiguous, or contrary to public policy. See Cal. Civ. Code §§ 1667,   221

222   1670.5; Armendariz v. Found. Health Psychare Servs., Inc., 24 Cal.4th 83 (2000).   222

223   223

224   37. Procedural Unconscionability: Defendant's TOS is a non-negotiable "clickwrap" or   224

225   "browsewrap," leaving users no meaningful choice.   225

226   226

227   38. Substantive Unconscionability: The TOS purports to ban an essential category of   227

228   intellectual endeavor ("math transformations")—offending public policy favoring   228

229   scientific progress and open competition.   229

230   230

231   39. Plaintiff therefore asserts that the TOS is unconscionable or otherwise void against   231

232   public policy, and seeks a court declaration to that effect.   232

233   233

234   40. Remedy: Plaintiff seeks declaratory relief finding the TOS void or unenforceable,   234

235   plus compensatory and/or punitive damages for the harm caused by reliance on or   235

236   confusion arising from these TOS.   236

237   237

238   IX. FIFTH CAUSE OF ACTION   238

239 (DECLARATORY RELIEF – CAL. CODE CIV. PROC. § 1060) 239

240 240

241 41. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth 241

242 herein. 242

243 243

244 42. An actual controversy exists as to whether Defendant's TOS is lawful or enforceable 244

245 insofar as it purports to bar others from using or acquiring "AI-generated content" 245

246 (i.e., "branded math"). 246

247 247

248 43. Under Cal. Code Civ. Proc. § 1060, the Court may "make a binding declaration of 248

249 [the parties'] rights or duties." 249

250 250

251 44. Plaintiff requests a judicial declaration that: 251

252 - Defendant's TOS is overbroad, unconscionable, and unenforceable; 252

253 - Enforcement of these provisions violates California law; and 253

254 - Users (including Plaintiff) have the lawful right to incorporate "AI outputs" for 254

255 machine-learning or research purposes, consistent with open science. 255

256 256

257 45. Such a declaration will resolve ongoing confusion and prevent further harm to Plaintiff 257

258 and the public. 258

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260 X. OTHER POTENTIAL GROUNDS 260

261 261

262 46. Lanham Act (15 U.S.C. § 1125(a)): If Defendant's statements about controlling "branded 262

263 math" or restricting the "nature, characteristics, or qualities" of AI content are false or 263

264 misleading in commercial advertising, Plaintiff may have a claim under Section 43(a) 264

265 of the Lanham Act. State courts have concurrent jurisdiction over Lanham Act claims. 265

266 266

267 47. Sherman Act (15 U.S.C. §§ 1–2) & Clayton Act (15 U.S.C. §§ 12–27): If Defendant's 267

268 conduct effectively monopolizes or restrains the use of AI content for ML research, 268

269 substantially lessening competition in the relevant market or tending to create a 269

270 monopoly, antitrust liability could arise. Plaintiff reserves the right to pursue these 270

271 claims or any related state antitrust provisions as discovery warrants. 271

272 272

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273   48. Plaintiff reserves the right to amend this Complaint to assert additional causes of action   273

274   or theories of liability, including but not limited to any copyright-related issues, if   274

275   warranted by further investigation.   275

276   276

277   XI. PRAYER FOR RELIEF   277

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279   WHEREFORE, Plaintiff respectfully prays for judgment in Plaintiff's favor and against   279

280   Defendant as follows: 280

281   281

282   1. **Injunctive Relief**: Enjoining Defendant from enforcing the TOS to prohibit lawful ML   282

283   research or usage of AI-generated content, or from misleading users about their rights   283

284   to apply "branded math."   284

285   285

286   2. **Declaratory Relief**: Declaring that Defendant's TOS provisions restricting the use of AI   286

287   outputs are void and unenforceable under California law, as they are contrary to public   287

288   policy and/or unconscionable.   288

289   289

290   3. **Restitution and Damages**: Awarding restitution, compensatory damages, and   290

291   consequential damages, including but not limited to: 291

292   - The monetary value of wasted time, lost research opportunities, or resources expended   292

293   in attempting to comply with ambiguous TOS.   293

294   - Any fees or expenses incurred due to fear of litigation under these TOS.   294

295   295

296   4. **Punitive/Exemplary Damages**: Imposing punitive damages in an amount sufficient to   296

297   deter similar conduct by Defendant or others, in light of Defendant's attempt to   297

298   monopolize or restrict fundamental mathematical knowledge.   298

299   299

300   5. **Attorneys' Fees and Costs**: Awarding attorneys' fees and costs (to the extent allowed   300

301   for pro se litigants or upon subsequent retention of counsel) under applicable statutes,   301

302   including but not limited to the CLRA (Cal. Civ. Code § 1780(e)), UCL, or private attorney   302

303   general provisions.   303

304   304

305   6. **Pre- and Post-Judgment Interest**: Awarding interest at the highest lawful rate on all   305

306   sums awarded.   306

7. **Other Relief**: Granting such other and further relief as this Court deems just, equitable, and proper.

Dated: Feb 13, 2025 Respectfully submitted,

_____

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