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7 Plaintiff *In Pro Per*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **CENTRAL DISTRICT OF CALIFORNIA**

11  
12  
13 **Sandeep Roy Chauhan,**  
14 Plaintiff,  
15 vs.  
16 **Google LLC,**  
17 Defendant.

Case No.: **CV22-5922-DMG(SKx)**  
**COMPLAINT**

[Demand For Jury Trial]

18  
19  
20 **I. JURISDICTION AND VENUE**

21 1. The Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).  
22 This is a civil action arising under federal law, the Lanham Act of 1946 as amended (codified at  
23 15 U.S.C. §§ 1051, et seq.), 28 U.S.C. § 1343 (civil rights), 28 U.S.C. § 2201 (declaratory relief),  
24 and 28 U.S.C. § 1367 (supplemental jurisdiction).

25 2. The courts have diversity jurisdiction over civil actions in which the matter in  
26 controversy exceeds the sum or value of \$75,000 (exclusive of interest and costs) and is between  
27 citizens of different states pursuant to 28 U.S.C. § 1332.

28 3. Venue is proper pursuant to the United States District Court for this District of

1 California because the events and omissions giving rise to Plaintiff's claim occurred in Santa  
2 Clara county, California 28 U.S.C. § 1391 and the defendant(s) resides and regularly conducts  
3 business in this district.

## 4 **II. PARTIES**

5 4. Plaintiff Sandeep Roy Chauhan is an individual residing in Haryana, India.  
6 Phone No.: (+91)-999-637-5058  
7 Email Address: Sandeeproychauhan@hotmail.com and Sandeepchauhanroy@gmail.com

8 5. Defendant Google LLC, Defendant Google is a corporation with its headquarters  
9 and principal place of business in Mountain View, California. Googleplex Complex is corporate  
10 headquarters of Google in Santa Clara, California, 1600 Amphitheatre Parkway Mountain View,  
11 CA 94043, United States.  
12 Phone: +1 650-253-0000  
13 Email Address: google-legal-support@google.com

## 14 **III. BACKGROUND CONCERNING GOOGLE**

### 15 **A. Introduction of Google**

16 6. Google is the world's most widely used search engine and seemingly ubiquitous  
17 global leader focusing on how people connect with information and how they will connect with  
18 information in the future.

19 7. Google is a United States company that offers to the public through its Google  
20 Accounts a variety of online services, including email, cloud storage, digital payments, and  
21 productivity applications, which can be accessed through a web browser or mobile applications.  
22 Google also offers to anyone, whether or not they have a Google Account, a free web browser  
23 called Google Chrome, a free search engine called Google Search, a free mapping service called  
24 Google Maps, and a free traffic tracking service called Waze. Many of these free services offer  
25 additional functionality if the user signs into their Google Account. Signing up for a Google  
26 Account automatically generates an email address at the domain gmail.com. That email address  
27 will be the log-in username for access to the Google Account. Google advertises its services as  
28

1 “One Account. All of Google working for you.” Once logged into a Google Account, a user can  
2 connect to Google’s full suite of services offered to the general public, described in further detail  
3 below. In addition, Google keeps certain records indicating ownership and usage of the Google  
4 Account across services, described further after the description of services below.

5 8. Google also offers a free video streaming platform called YouTube that offers  
6 Google Accounts the ability to upload videos and share them with others. Users can create a  
7 YouTube channel where they can upload videos, leave comments, and create playlists available  
8 to the public. Users can subscribe to the YouTube channels of others, search for videos, save  
9 favorite videos, like videos, share videos with others, and save videos to watch later. More than  
10 one user can share control of a YouTube channel. YouTube may keep track of a user’s searches,  
11 likes, comments, and change history to posted videos. YouTube also may keep limited records of  
12 the IP addresses used to access particular videos posted on the service.

13 9. When individuals register with Google for a Google Account, Google asks users  
14 to provide certain personal identifying information, including the user’s full name, telephone  
15 number, birthday, and gender. If a user is paying for services, the user must also provide a  
16 physical address and means and source of payment.

17 10. Google typically retains and can provide certain transactional information about  
18 the creation and use of each account on its system. Google captures the date on which the  
19 account was created, the length of service, log-in times and durations, the types of services  
20 utilized by the Google Account, the status of the account (including whether the account is  
21 inactive or closed), the methods used to connect to the account (such as logging into the account  
22 via Google’s website or using a mobile application), details about the devices used to access the  
23 account, and other log files that reflect usage of the account. In addition, Google keeps records of  
24 the Internet Protocol (“IP”) addresses used to register the account and accept Google’s terms of  
25 service, as well as the IP addresses associated with particular logins to the account. Because  
26 every device that connects to the Internet must use an IP address, IP address information can  
27 help to identify which computers or other devices were used to access the Google Account.

28 11. Google maintains the communications, files, and associated records for each

1 service used by a Google Account on servers under its control. Even after a user deletes a  
2 communication or file from their Google Account, it may continue to be available on Google's  
3 servers for a certain period of time.

4 12. Additionally, the user's account activity, logs, stored electronic communications,  
5 and other data retained by Google can indicate who has used or controlled the account. This  
6 "user attribution" evidence is analogous to the search for "indicia of occupancy" while executing  
7 a search warrant at a residence. For example, subscriber information, messaging logs,  
8 documents, and photos and videos (and the data associated with the foregoing, such as geo-  
9 location, date and time) may be evidence of who used or controlled the account at a relevant  
10 time. As an example, because every device has unique hardware and software identifiers, and  
11 because every device that connects to the Internet must use an IP address, IP address and device  
12 identifier information can help to identify which computers or other devices were used to access  
13 the account.

#### 14 **B. Google's Terms of Service and Related Policies**

15 13. Regardless of the Google service used, all Google users must agree to Google's  
16 ToS. The particular version of the ToS to which a user is bound is based on the geographic  
17 region of the IP address from which the account is created. For example, users who create  
18 accounts from US-based IP addresses must consent to the US version of the ToS ("Google US  
19 ToS"). *See at <https://policies.google.com/terms?hl=en-US>.*

20 14. Whenever Google updates its ToS, users are notified and must agree to the  
21 updated terms to continue using Google's services.

22 15. The Google ToS require users to "comply with applicable laws" and prohibit  
23 users from misuse.

24 16. Google's US ToS contain a choice of law and forum selection clause, which  
25 provides: "California law will govern all disputes arising out of or relating to these terms, service  
26 specific additional terms, or any related services, regardless of conflict of law rules. These  
27 disputes will be resolved exclusively in the federal or state courts of Santa Clara County,  
28 California, USA, and you and Google consent to personal jurisdiction in these courts." Ex. 1.

1 **IV. STATEMENT OF FACTS**

2 17. Plaintiff alleged that Defendant Google abruptly disabled Google Account  
3 myneerajchauhan@Gmail[.]com (“Google Account A”) on March 23, 2020. This account was  
4 approximately eight years old. This account was very important for user. This account was  
5 contained with many types of digital content and communication.

6 18. Plaintiff requested and appealed multiple times to Google to reinstate disabled  
7 Google Account A. But Google refused to reinstate the disabled Google account A. Also  
8 stopped responding further communications with Plaintiff. Plaintiff assumed and believed that  
9 Google had marked his communication as spamming or ignored category.

10 19. Moreover Plaintiff requested and appealed multiple times to Defendant Google to  
11 provide content from the “Google Account A”. But Google had not replied on this kind of  
12 request or appeals. And did not provide content from that Google Account A. Due to this  
13 misconduct Plaintiff lost access to all but not limited to valuable content, other content and  
14 Intellectual properties of all kinds including but not limited to audios, videos, images,  
15 documents, notes, contacts, social media platforms, youtube channels, emails, links, creative  
16 thoughts, memories in form of images and videos and audios, projects, eight years of hard work,  
17 digital files, medical and financial records and many others kinds.

18 20. Moreover two another Google Accounts mysandeepchauhan@Gmail[.]com  
19 (“Google Account B”) and neerajroychauhan@Gmail[.]com (“Google Account C”) was  
20 depended only on “Google Account A” for access. As a direct and proximate result after  
21 “Google Account A” disabled, Plaintiff locked out from other accounts “Google Account B” and  
22 “Google Account C” subsequently. Plaintiff also locked out from many included but not limited  
23 to online platforms and digital payment methods, digital purchases, subscriptions and other  
24 froms.

25 21. Entire content and communication within the disabled Google Accounts locked  
26 completely. Moreover Plaintiff has to bear losses in many places apart from Google accounts in  
27 which Google Accounts were directly or indirectly associated. Because Google provides an  
28 emailing service Gmail to their users. User associates this Gmail to various places like banks,

1 education, professional and personal communication, subscriptions and many other places. User  
2 keeps these emails as digital address for their digital mail services namely E-mail or electronic  
3 mail. This also works as verification purposes for School, High School, Universities offices, and  
4 Work place, digital purchase, online websites, shopping platforms etc. All emails being saved  
5 only to designate receiver after sent from sender. After Google disabled Google Account  
6 Plaintiff lost access to all valuable e-mails.

7 22. Plaintiff alleged that Defendant misconduct caused substantial damage included  
8 but not limited to irreparable damage of time, content, communication, mental harassment and  
9 psychological disturbance, mental torment, financial, social, hard work, efforts, priceless  
10 memories, monetary damages etc. Proximate result causes serious mental tort for a long time of  
11 two years and still ongoing.

12 23. Defendant described the cause of account disablement is violation of Terms of  
13 Service. Attached hereto as **Exhibit 3**. According to Plaintiff the Terms of Service that could be  
14 applicable to account is of version October 25, 2017. Because account was disabled before new  
15 modification in Terms. New "Terms of Service" had to be taken effect on March 31, 2020.

16 24. Furthermore Plaintiff tried contacted Google to understand the main reason for  
17 this action. Defendant described the cause of action is only violation of ToS and did not provided  
18 any further clarification. After that stopped responding further communications. Attached hereto  
19 as **Exhibit 4**.

20 25. Google stated that "If you do not comply with these terms, and we don't take  
21 action right away, this doesn't mean that we are giving up any rights that we may have (such as  
22 taking action in the future)." Attached hereto as **Exhibit 1** is a true and correct copy of ToS  
23 2017. But in Plaintiff case not prior notice or alert given. And no any chance given to obtain data  
24 stored in Google account registered under this username.

25 26. Google stated that "We believe that you own your data and preserving your  
26 access to such data is important. If we discontinue a Service, where reasonably possible, we will  
27 give you reasonable advance notice and a chance to get information out of that Service."  
28 Attached hereto as **Exhibit 1** is a true and correct copy of ToS 2017. But Google failed to

1 provide advance notice before termination and an opportunity for Plaintiff or to retrieve their  
2 data from Google Account.

3 27. Google had modified ToS on March 31, 2020. “Attached hereto as **Exhibit 2**”.  
4 Defendant Google sent a Notice of this Upcoming amendment in Google Terms of Services.  
5 “Attached hereto as **Exhibit 6**”. Under this update Google modified this ToS these are as below:  
6 (a). “If you do not comply with these terms, and we don’t take action right away, this doesn’t  
7 mean that we are giving up any rights that we may have (such as taking action in the  
8 future).” Attached hereto as Exhibit 1 true and correct copy of Google’s Contract October 25,  
9 2017.

10 (b). “We believe that you own your data and preserving your access to such data is important. If  
11 we discontinue a Service, where reasonably possible, we will give you reasonable advance notice  
12 and a chance to get information out of that Service.” Attached hereto as Exhibit 1 true and  
13 correct copy of Google’s Contract October 25, 2017.

14 28. According to Plaintiff Terms of Service of March 31, 2020 should not be  
15 applicable to Google Account before March 31, 2020. “Attached hereto as **Exhibit 2**”. On  
16 information and believe Google might applied this 8 days earlier on “Google Account A” as on  
17 March 23, 2020 Google disabled this account. “Plaintiff has no much information received  
18 about cause of action”. Attached hereto as **Exhibit 5** Which is comparison on Terms of Services  
19 in between October 25, 2017 and March 31, 2020. On information and believe any Term of  
20 Services was not violated from ToS 2017. *See Ex. 1*.

21 29. Google keeps update there Terms of Services. They send notice of new update via  
22 email to their users to inform about their updated ToS and expiry of previous terms and effect  
23 date for new ToS. See Ex. 6 and 7. Plaintiff also received information about upcoming new  
24 update. If user continues to use their services after the new modification or update taken effect it  
25 considered as agreeing all updated terms. Plaintiff alleged that Google sent notice to “Google  
26 Account A” to inform about the upcoming new update in Terms of Service. But new terms  
27 applied before the date when was the new updated terms could take effect. New ToS effect date  
28 was March 31, 2020.

1           30. Defendant amended a major storage related Policy for their users in year 2020.  
2 Google has made this type of policy very first time since the Google started business. This policy  
3 is related to storage consumed by Services of Google account users like Drive, Gmail, and  
4 Photos etc. According to this policy Google will automatically erase all data of those users which  
5 are inactive in any of Google product (i.e. Drive, Gmail or Photos etc.) For a period of 24 months  
6 (2 years). Attached hereto as **Exhibit 7** is a true and correct copy of notice sent by Google for  
7 this upcoming update. This policy has taken effect from June 1, 2021. Hence content and  
8 communication saved inactive accounts will be deleted after June 1, 2023 as per new amendment  
9 if user does not accessed accounts and use Google services to show activity before June 1, 2023  
10 which is the first day afterward this policy would apply. In this Google sent prior notices. But  
11 Plaintiff was never given even a clue before the account disabled. This is unfair and malicious  
12 practice and monopoly unjust.

13           31. As a direct and proximate result of Google’s wrongful conduct, Plaintiff has  
14 suffered, and will continue to suffer damaged in excess of \$2million. Google caused plaintiff  
15 damages of earnings, emotional distress, intangible damages.

16   **V. FACTUAL ALLEGATIONS**

17           32. This lawsuit was filed to enjoin and remedy a series of willful violation by  
18 Defendant Google LLC (“Google”) of the violation of Intellectual Property Rights, Breach of  
19 Contract and Breach of the Implied Covenant of Good Faith and Fair Dealing, Intentional  
20 Infliction of Emotional Distress and owned and controlled by Plaintiff. Google is a United States  
21 company that offers to the public through its Google Accounts a variety of online services,  
22 including email, cloud storage, digital payments, and productivity applications, which can be  
23 accessed through a web browser or mobile applications. Regardless of the Google service used,  
24 all Google users must agree to Google’s ToS attached hereto as Exhibit 1.

25           33. On March 23, 2020, defendant abruptly disabled Google user account Google Account A.  
26 Defendant unwarranted disabled Google Account A on without accordance with Google contract  
27 namely Terms of Service October 25, 2017. Also not provide prior notice about this. Defendant  
28



1 did not allow Plaintiff to obtain content and communication within the account. Also not  
2 provided proper reasoning based on the account disabled.

3 34. On information and believe Defendant Google uses automated system to resolve  
4 user problems. For example: If a user lost the password, then Google provide Account Recovery  
5 option by Account Recovery Known as “AR”. In which user types Google account username last  
6 password and recovery email id. Google provides manual review for the account recovery before  
7 2020 (Before COVID-19 pandemic). But now it has removed human manual reviewing  
8 escalation method completely since last two years. As given in **Exhibit 8** .Google asked user to  
9 wait for 48 hours. Attached hereto as **Exhibit 8**.This time is not for manual review. Instead this  
10 time required by Google automated system to insure all attributes ;so that it could send an  
11 Automated e-mail to the user alternative email id( if exists) on which user can raise an objection.  
12 If the email does not objected within 48 hour than automated system will generate recovery link  
13 for the user who trying to recover the Google Account. And this link delivered via email after 48  
14 hours. This is an automated system named as AI which handling “AR” since middle of 2020 or  
15 start of COVID 19 pandemic. This is the time when Google account A disabled by Google. And  
16 Plaintiff believed that no human had reviewed Google Account A. Also Google Community  
17 Center expert also stated that manual reviewing process has been ceased permanently after  
18 beginning of COVID 19 pandemic. Attached hereto as **Exhibit 9**.

19 35. For example, as the plaintiff here, Google sometimes terminates accounts due to  
20 its purported detection of “invalid activity,” which can include valid clicks, but it admits that its  
21 “detection of invalid clicks” is performed via “automated algorithms” in the “vast majority” of  
22 cases ; no matter his or her good faith in hewing to Google’s rules. Machines can certainly err, or  
23 they can fail to account for benign causes for a given set of clicks. But affected users are denied  
24 the opportunity to understand the supposed basis for termination of their accounts because  
25 Google withholds critical information from them as a matter of policy.

26 36. Further, as the plaintiffs found with respect to their own account, Google  
27 terminated user accounts even when users are materially compliant with Google’s contract terms  
28

1 and policies. Google also terminates accounts when the websites at issue are materially the same  
2 as when Google approved the users.

3 37. As if this sudden, unwarranted, and unfair account termination was not enough,  
4 Google also withhold all content and communication unlawfully belongs to the user at the time  
5 of termination.

6 38. Defendant Google automated system “AI” could made potential technical errors.  
7 For example: Plaintiff deleted some of the contacts from his Google account service name  
8 “Google Contacts”. But these contacts continuously being shown as suggested and auto fill in  
9 Phone. Attached hereto as Exhibit 10 attached hereto is true and correct copy of screenshot of  
10 Gmail app. In this Plaintiff typed “nira” on this Gmail app suggested auto completing emails for  
11 “niraj989689@gmail.com” and “nirajrc9@gmail.com”. These two suggested email contacts have  
12 been erased more than six month before from all Google services. But these two auto-fill  
13 suggested contact visible due to Google system error or Google technical errors. This feature is  
14 useful to complete contacts for auto fill and saves time to type full letters of contacts, as user  
15 start typing initial letters of desirable contacts from the list of contacts if already saved and  
16 present in Google Contact service. It should not suggest any contacts which are erased from  
17 Google Contacts for this long time of six months. This Problem still exists. And Plaintiff  
18 contacted Google Help Center. From there he learned that this issue is being faced by many  
19 Google Account Users. This proves that Google system may have some errors. Other form of  
20 errors maybe also exists in Google automated systems.

21 39. Google automated system detected the Plaintiff have violated ToS. Google stated  
22 in his ToS 2017 that “We may review content to determine whether it is illegal or violates our  
23 policies, and we may remove or refuse to display content that we reasonably believe violates our  
24 policies or the law. But that does not necessarily mean that we review content, so please don’t  
25 assume that we do.” Plaintiff believed that automated system may have done mistake and  
26 Defendant had not reviewed this. *See Ex. 1.*

27 40. From Paragraph 34 and 35: If, Google Used only automated system “AI”; From  
28 Paragraph 38: If, Google automated system can make error; From Paragraph 39: If, Google

1 stated that it is not sure that issue review by technical or support executives; Furthermore, it is  
2 clear from above paragraphs that Google unfairly disabled Google Account A. Google system  
3 can also have system errors. In Nov 17, 2010 a Bug in Facebook automated system caused  
4 mistakenly disabling many user accounts. But later Facebook resolved the issue and restituted all  
5 those mistakenly disabled account. Facebook is also similar kind of online website. It also proves  
6 that automated system may have errors. When Corona Pandemic begins worldwide Google also  
7 ceased offices and employees and technical staffs did not maintained Google system. And  
8 Google offices were closed according to news, articles and social media posts. From para 34 and  
9 35 it is demonstrated that Google system may have errors. And Google Automated system solely  
10 handled affairs related to Google accounts. For that unknown reason Plaintiff's account was  
11 disabled. But plaintiff sufficiently waited more than two years which is very frustrating in its  
12 purpose. This is sufficient time in which Google can resolve the issue. Google disabled Plaintiff  
13 account is unauthorized, unwarranted and unfair according to Google contract ToS October 25,  
14 2017.

15 41. After evaluation Paragraph 34, 35, 38 and 39; Plaintiff wants to establish that may  
16 be Defendant Google made potential technical error. And no actual account help support  
17 executive reviewed the account. This creates substantial probability that Google automated  
18 system made error. This misconduct caused substantial damage to Plaintiff. Additionally If  
19 Google disabled an account for any reason. Then user will not be able to know actual specific  
20 reason (it can help to prevent repeating or potential prevention) behind that account has been  
21 disabled. (May be it was a mistake by Google Automated system). And Defendant Google  
22 Automated system error caused user to lost access and lost all content within them. Plaintiff had  
23 substantial damaged due to same consequences.

24 **A. Defendant's unlawful misconduct caused significant harm to Plaintiff**

25 Plaintiff endeavored at all times to comply with Google's "ToS" October 25, 2017. See Ex. 1  
26 Google Breached the ToS 2017 itself by disabling account without comply in the "ToS" October  
27 25, 2017. Google Breached the ToS 2017 by failing to provide a reason for account disabling in  
28 Compliance with the terms of service 2017. Google took such harsh and unfair action against

1 Plaintiff, notwithstanding their good faith efforts to comply with Google's policies. Defendant's  
2 breaches of the Google ToS 2017 have caused substantial harm to Plaintiff. Plaintiff irreparably  
3 harmed will be continued to suffer. Plaintiff brought the issue multiple times to Defendant. So  
4 that it can be resolved issue according to Defendant satisfaction. Despite after several attempts to  
5 apprise Defendant in regard of the concerned issue no constructive response was being received.

6 **B. Defendant's unlawful breached the contract caused significant harm to Plaintiff**

7 A valid contract, to wit, Google's Terms of Service for Google account users, exists between the  
8 parties; that contract can be found at See at <https://policies.google.com/terms?hl=en-US> . In the  
9 contract, Google agreed to do, inter alia, the following things: (1) inform Plaintiffs when they  
10 terminate services; (2) provide an appeals process; (3) not disable the accounts unless it fit into  
11 one of the three reasons for account disablement; (4) notify the Plaintiffs in advance of any  
12 disablement with sufficient time for them to download content. Plaintiff did all, or substantially  
13 all, of the significant things that the contract required him to do; alternatively, Plaintiff was  
14 excused from doing them. Defendant Google failed to comply with the contract in that it: (1)  
15 failed to give the advance notice; (2) disabled Plaintiff's account without cause; (3) failed to give  
16 Plaintiff notice sufficient to allow him to download his content; and (4) failed to provide the  
17 appeals process it promised. Plaintiff has been harmed by Defendant Google's failure to comply  
18 with the contract. Plaintiff is entitled to specific performance of the contract. Plaintiff is entitled  
19 to damage relief. Plaintiff is also entitled for exemplary or punitive pursuant to the breach of  
20 contract. As a direct and proximate result of Google's wrongful conduct, Plaintiff has suffered,  
21 and will continue to suffer damaged in excess of \$2million. Google caused plaintiff damages of  
22 earnings, emotional distress, intangible damages.

23 **C. Google Violated California Contract Law by violating TOS and breached contract a**

24 **Manner** that Frustrated Their Purpose: by providing unilateral right to monopoly a contract in a  
25 such a manner as to frustrate the purpose of the contract. Because Google did not show regards  
26 for a long time user, it did not provide Plaintiffs an opportunity to take down any content so that  
27 they could maintain their contractual relationship with Google.

**VI. FIRST CAUSE FOR CLAIM**

**(Violation of Intellectual Property Rights Act)**

42. Plaintiff incorporates all prior allegations of this Complaint by this reference.

43. Because of Google’s wrongful conduct Plaintiff lost access to entire intellectual properties those were saved in their respective Google Accounts.

44. Plaintiff alleged that Defendant deprived Plaintiff access intellectual properties within the Google Accounts. Defendant misconduct caused Plaintiff irreparable damage.

45. Plaintiff alleged that Google account user uploads their works, photos, documents etc. in various services offered by Google. Google cause Plaintiff to lose all of them with entirety which was saved in accounts. Defendant act was extreme obsessive, malicious that Plaintiff cannot be remedied by an award of monetary damages alone. Plaintiff should be entitled for award of Punitive damages maximum extent permitted by law against Defendant to punish the wrongdoer and to deter dangerous conduct.

46. Furthermore Plaintiff alleged that Defendant Google stated in ToS 2017 that “Some of our Services allow you to upload, submit, store, send or receive content. You retain ownership of any intellectual property rights that you hold in that content. In short, what belongs to you stays yours.” See Ex. 1. But Google violated this by not providing Plaintiff the Intellectual properties saved within “Google Account A”.

47. Accordingly, No compelling, significant, or legitimate reason justifies Defendants’ actions. As a direct and proximate result of Google’s wrongful conduct, Plaintiff has suffered, and will continue to suffer damaged in excess of \$2million. The exact amount will be proven at trial. Plaintiff entitled to restitution of compensatory damages and Punitive damages.

48. Defendant negligently, willfully and/or intentionally it had not been provided any notices, and certainly no advance notices, whether or why they disabled Google Account A. Under this circumstances Plaintiff locked out all of content within Google Accounts.

1 49. Defendant failed to perform the Services as the parties agreed and as specific  
2 under the parties' Contract. Defendant' repeated actions and/or inactions constitute multiple  
3 breaches of the Contract, each of which caused Plaintiff to incur damages.

4 50. Defendant has engaged in many associated acts and omissions associated with the  
5 Contract, each of which constitutes a separate and distinct breach of the Contract.

6 51. Defendant has violation of intellectual property rights of Plaintiff.

7 52. Plaintiff has incurred substantial injuries due to Defendant' breaches.

8 **VII. SECOND CAUSE OF CLAIM**

9 **(Breach of Contract)**

10 53. Plaintiff incorporates and realleges the allegations contained in the preceding  
11 paragraphs as if set forth in full herein. A valid contract, to wit, Google's Terms of Service exists  
12 between the parties; that contract can be found at *See at*  
13 *https://policies.google.com/terms/archive/20171025 and Attached hereto as Exhibit 1.*

14 54. Access to and use of Google all services, including Gmail and Google Voice,  
15 Google Drive, Google Photos, YouTube is governed by Google's ToS 2017 and related Google  
16 policies.

17 55. Plaintiff agreed to and became bound by Google's ToS 2017 when Plaintiff used  
18 Google services.

19 56. On information and belief, Plaintiff has performed all conditions, covenants, and  
20 promises required of it in accordance with Google's ToS 2017. See Ex. 1.

21 57. Defendant's violations of Google's ToS 2017 itself and related policies have  
22 directly and proximately caused and continue to cause harm and injury to Plaintiff.

23 58. When Plaintiff agreed to and became bound by Google's ToS, both Google and  
24 Defendant knew or could have reasonably foreseen that the harm and injury to Plaintiff was  
25 likely to occur in the ordinary course of events as a result of Defendant's breach.

26 59. Google contract also Contracts Are unconscionable Google withheld meaningful  
27 information from the other plaintiffs as a matter of its extra-contractual policy. Google likewise  
28

1 brushed off, and offered no good-faith, meaningful review of its long-time user’s appeal, which  
2 in any event user cannot meaningfully articulate on the minimalist form Google demands they  
3 use, and it ignored Plaintiff’s request for more information.

4 60. Defendant’s actions caused Plaintiff to incur losses and other economic damages,  
5 including, among other things, the expenditure of resources to investigate and remediate.  
6 Defendant’s misconduct caused damage to the reliability, safety and integrity of Google’s  
7 platform, impacting Google’s users and potential users. Plaintiff has been damaged in excess of  
8 \$2million. The exact amount will be proven at trial.

9 61. Google Breached the ToS 2017 by Disabling Accounts Without comply in the  
10 ToS 2017. As set forth below with particularity as to Plaintiff, Google breached the ToS because  
11 it disabled the account of the Plaintiff despite the following facts: (a) user did not repeatedly  
12 infringed or breach the Agreement with Google; (b) user was below the threshold age (13 years  
13 to use services); and (c) user had an individual user account, thus it cannot be disabled by  
14 account administrator as the Google account was not administrated by any administrator. *See*  
15 *Ex. 1*

16 62. *Google May Terminate or Suspend an Account for Cause:* The provision  
17 governing Google’s suspension or termination of accounts states as follows: “Google may  
18 suspend or terminate your access, your Google account, or your Google account’s access to all or  
19 part of the Service if (a) user did not repeatedly infringed or breach the Agreement with Google;  
20 (b) user was below the threshold age (13 years to use services); and (c) user had an individual  
21 user account, thus it cannot be disabled by account administrator as the Google account was not  
22 administrated by any administrator. *See Ex. 1.*

23 63. *Google Must Provide Notice of Disabling:* “If we discontinue a Service, where  
24 reasonably possible, we will give you reasonable advance notice and a chance to get information  
25 out of that Service.” *See Ex 1.*

26 64. Google Breached the ToS 2017 by Failing to Provide a Reason for Account  
27 Disabling in compliance with the ToS 2017: As set forth below with particularly as to Plaintiff,  
28

1 Google breached the ToS 2017 because it failed to notify the Plaintiff as to “the reason for  
2 “disabling” by Google. (Emphasis added.) The notices that Google provided to the Plaintiff did  
3 not identify a specific reason for the violation of their contracts. Instead, Google indicated only  
4 that the account had violated “Terms of Services” of Google apart this reason, Google did not  
5 indicate how the targeted account violated the ToS 2017.

6 65. Defendant failed to perform the Services as the parties agreed and as specific  
7 under the parties’ Contract. Defendant’ repeated actions and/or inactions constitute multiple  
8 breaches of the Contract, each of which caused Plaintiff to incur damages.

9 66. Defendant has engaged in many associated acts and omissions associated with the  
10 Contract, each of which constitutes a separate and distinct breach of the Contract.

11 67. Plaintiff has incurred substantial injuries due to Defendant’ breaches and should  
12 be entitled including, but not limited to compensatory damages; statutory damages; treble  
13 damages; disgorgement of profits.

14 **VIII. THIRD CASUSE OF CLAIM**

15 **(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

16 68. Plaintiff incorporates by reference the allegations in the above paragraphs as if  
17 fully set forth herein.

18 69. There exists in every contract, including Google’s agreements with the plaintiff an  
19 implied covenant of good faith and fair dealing. Further, Plaintiff never received any notice or  
20 instruction on what method or procedure, if any, could or should be used by Plaintiff to restate  
21 his account and data. As a direct and proximate result of Google’s wrongful conduct, Plaintiffs  
22 have suffered, and will continue to suffer, damages in an amount in no event less than \$2 million.

23 70. Google violated this covenant by disabling the plaintiff’s Google account  
24 agreement for purported violations of its policies; even though the plaintiff endeavored at all  
25 times to comply with Google’s policies and itself brought potential issues to Google’s attention  
26 so that it could resolve them to Google’s satisfaction. Next, Google compounded its violation of  
27 the covenant by withholding all content and communication of the account user after the period  
28



1 to its account being disabled. Google made no effort whatsoever to return content to the account  
2 user in any way.

3 71. Google has breached the implied covenant of good faith and fair dealing. Also,  
4 the terms at issue are so one-sided as to shock the conscience; they are harsh and oppressive in  
5 that they purport. First, Defendant Google disabled “Google account A” without reason and  
6 offered no meaningful, discernible reason to doing so. Second, Google violated the covenant by  
7 withholding all content and communication belongs to the account user after disabling the  
8 Google Account.

9 72. Further, as the plaintiffs found with respect to their own account, Google  
10 terminated user accounts even when users are materially compliant with Google’s contract terms  
11 and policies. Google also terminates accounts when the websites at issue are materially the same  
12 as when Google approved the users.

13 73. As if this sudden, unwarranted, and unfair account termination was not enough,  
14 Google also withhold all content and communication unlawfully belongs to the user at the time  
15 of termination.

16 74. Google willfully engaged in the forgoing acts and omissions with full knowledge  
17 that they were bound to act consistently with the covenant of good faith and fair dealing. Those  
18 acts and omissions were not only failures to act fairly, and in good faith, but they were acts of  
19 oppression, discrimination, fraud, and actual malice.

20 75. As a direct and proximate result of the aforementioned conduct of Google,  
21 plaintiff suffered and continues to suffer, immediate and irreparable injury in fact, including lost  
22 income, reduced earning, and damage to his brand, mental tort, emotional distress, reputation,  
23 and goodwill, for which there exists no adequate remedy at law.

24  
25 **IX. FOURTH CAUSE OF RELIEF**

26 **(Unfair Trade Practice)**

27 76. Plaintiffs incorporate and re-alleged the allegations contained in the preceding  
28 paragraphs as if set forth in full herein.

1           77. Plaintiffs are likely to succeed on their contract claims, in which they allege that  
2 Defendants breached the contract namely Terms of Service “ToS” October 25, 2017 when they  
3 summarily suspended and terminated Plaintiff’s Google Account A. The Terms of Service  
4 (“TOS”) are clear, outlining only three “cause” instances for which Defendant may terminate or  
5 suspend Google Accounts: “Google may suspend or terminate user access, your Google account,  
6 or your Google account’s access to all or part of the Service if (a) you materially or repeatedly  
7 breach this Agreement; (b) user was below the threshold age (13 years to use services) ; or (c)  
8 Google was an administrator and its administer have the ability to disable account with or  
9 without notice .” So, according to Google’s own TOS, the Plaintiff’s Google Account could be  
10 disabled for only one of the three enumerated reasons. As set forth below, none of the three  
11 reasons apply:

12           78. *Plaintiff Did Not Materially or Repeatedly Breach the Agreement* The question  
13 under (a) is whether the Plaintiffs materially breached the TOS. A material breach occurs where  
14 the failure to perform “is so dominant or pervasive as in any real or substantial measure to  
15 frustrate the purpose of the contract.” *Aslan v. Sycamore Inv. Co. (In re Aslan)*, 909 F.2d 367,  
16 370 (9th Cir. 1990) (quoting *Superior Motels, Inc. v. Rinn Motor Hotels, Inc.*, 195 Cal. App. 3d  
17 1032, 1051 (1987)). What is the purpose of the contract with Google? Google sets out the  
18 purpose of its service quite succinctly.

19           79. As a proximate result of Defendants' actions, Plaintiff has suffered and will  
20 continue to suffer great damage to its business, goodwill, reputation, tenable and intangible,  
21 emotionally. As a direct and proximate result of Google’s wrongful conduct, Plaintiffs have  
22 suffered, and will continue to suffer, damages in an amount approximately is worth of \$2 million  
23 exact amount of damage to be proven at trial.

24           80. The Service allows users to discover, work and collaborate, share and other  
25 content, provides a forum for people to connect, inform, and inspire others across the globe, and  
26 acts as a distribution platform for original content creators and advertisers large and small. (TOS  
27  
28

1 “Our Service”). That by your act and conduct plaintiff had got agonized noetically which is not  
2 at all tenable under the law and a proof of unfair trade practice.

3 81. Defendant direct and proximate wrongful act posed many types of substantial  
4 damages including but not limited to financial, personal, social, psychological, emotional,  
5 economical and non-economical. As a matter of both common sense and case law, emotional  
6 distress is a predictable, and thus foreseeable, consequence of violation.

7 82. The defendant acts: (a). The defendant's conduct is outrageous, Abuse of the  
8 position of authority Knowledge of a victim’s vulnerability to emotional distress, and Acting  
9 with knowledge that the behavior would likely cause emotional distress; (b). Reckless Disregard,  
10 A defendant will be considered to have acted with reckless disregard when: They knew that  
11 emotional distress would be a likely result, or they did not think about the probable consequences  
12 of their actions.

13 83. The defendant acts for the purpose of causing the victim emotional distress so  
14 severe that it could be expected to adversely affect mental health and the defendant's conduct  
15 causes such distress. Therefore, a civil rights “plaintiff may be compensated for intangible,  
16 psychological injuries as well as financial or non-economic damages” no less than \$2million  
17 would be reasonable. Pursuant to 17 U.S. Code § 504(b) Plaintiff entitle liability to recover  
18 actual damages and profits. Plaintiff lost many years of hard work, efforts and Intellectual  
19 properties. Moreover since last two years Plaintiff suffering due to Defendant outrageous  
20 misconduct. Plaintiff calculated damages economical and non-economical combined are excess  
21 of \$2 million. For that reason plaintiff should be entitle for a Punitive damages to deter wrongful  
22 conduct of Defendant pursuant to relevant facts and authorities. Plaintiff should be entitle for  
23 award of Punitive damages for outrageous conduct and/or to reform or deter the defendant and  
24 others from engaging in conduct similar to that which formed the basis of the lawsuit if injury  
25 specifically intended punitive damages permitted under applicable law against a defendant, also  
26 may exceeds the actual damages.  
27

28 **X. FIFTH CAUSE OF ACTION**

**(Breach of Implied Contract)**

1  
2 84. Plaintiffs re-allege and incorporate the preceding allegations of this Action  
3 Complaint with the same force and effect as if fully restated herein.

4 85. Plaintiffs plead this claim in the alternative to the Second Claim for Relief of  
5 Breach of Contract alleged above.

6 86. Google solicited and invited prospective customers such as Plaintiffs with claims  
7 that it cares about Plaintiff's privacy rights and data security.

8 87. As a result of Google's breach of implied contract, Plaintiff has suffered damages.  
9 Specifically, the products Plaintiff's personal information was damaged without his consent.  
10 Plaintiff's would not never rely on Google if he know that Google would breach the TOS by  
11 damaging his many years of works and contents without any reason.

12 88. Plaintiff have deep believed that used only their automated systems and no human  
13 had ever interacted with plaintiff. Many evidence and chats describes that Google had ceased  
14 normal offices during period when Google Account disabled.

15 89. Defendant Google failed to comply with the contract in that it: (1) failed to give  
16 the advance notice; (2) disabled Plaintiff's account without cause; (3) failed to give Plaintiff  
17 notice sufficient to allow him to download his content; and (4) failed to provide the appeals  
18 process it promised.

19 90. As a direct and proximate result of Defendants' violations of clearly established  
20 law under the breach of contract Plaintiffs have suffered, and continues to suffer, immediate and  
21 irreparable injury in fact, including lost income, reduced viewership, and damage to mental  
22 health, reputation, and goodwill, for which there exists no adequate remedy at law.  
23

24 **XI. SIXTH CAUSE OF ACTION**

25 **(Request for Declaratory Relief)**

26 **(FEDERAL DECLARATORY JUDGMENT ACT 28 U.S.C. § 2201(a))**

27 91. Plaintiff incorporates by reference the allegations in the above paragraphs as if  
28 fully set forth herein.

1 92. Google’s contractual terms purportedly does permitting it to disables their Google  
2 accounts violate California law as set forth herein. As alleged herein and otherwise, these  
3 contractual terms are (a) unconscionable and (b) constitute invalid provisions for liquidated  
4 damages. Accordingly, they are unenforceable. See, e.g., CAL. CIV. CODE § 1670.5(a); CAL.  
5 CIV. CODE § 1671(b). Yet Google purports to rely on these terms in disabling; accordingly,  
6 there is an actual controversy between the plaintiff on the one hand, and Google on the other.  
7 Pursuant to CAL. CIV. PROC. CODE § 1060 and otherwise, plaintiff is entitled to an order  
8 declaring these terms unconscionable, invalid, and unenforceable as against him.

9 93. Under the Declaratory Judgment Act, 28 U.S.C. §§ 2201, et seq., and otherwise,  
10 plaintiff is entitled to an order declaring these terms unconscionable, invalid, and unenforceable  
11 as against him and this Court is authorized to enter a judgment declaring the rights and legal  
12 relations of the parties and grant further necessary relief. Furthermore, the Court has broad  
13 authority to restrain acts, such as here, that are tortious and that violate the terms of the federal  
14 and state statutes described in this Action Complaint. Plaintiffs continue to suffer injury and  
15 damages as described herein.

16 **XII. SEVENTH CAUSE OF ACTION**  
17 **(Violation of the Unfair Competition Law)**

18 94. PLAINTIFF alleges and incorporates all preceding allegations as fully set forth  
19 above in paragraph.

20 95. California’s Unfair Competition Law (“UCL”) defines unfair competition to  
21 include any “unlawful, unfair, or fraudulent” business act or practice. CAL. BUS. & PROF.  
22 CODE §§ 17200, et seq.

23 96. Google has engaged in, and, upon information and belief, continues to engage in,  
24 acts of unlawful and unfair business acts and practices prohibited by California’s UCL. Google  
25 disabled Google account unwarranted with contract ToS October 25, 2017  
26

27 97. The foregoing acts and conduct of Defendant, as set forth above, have caused  
28 irreparable injury to Plaintiff’s goodwill, reputation and income. The injury to Plaintiff is and

1 continues to be ongoing and irreparable. An award of monetary damages alone cannot fully  
2 compensate Plaintiff for its injuries and Plaintiff lacks an adequate remedy at law.

3 98. The law of intellectual property can be seen as analogous to the law of tangible  
4 property in that both consist of a bundle of rights conferred upon the property owner. In Plaintiff  
5 Google accounts have thousands of contacts, videos, projects, works, images, documents which  
6 had ability to earn millions of dollars in future, which were damaged by defendant. It has been  
7 caused loss of earning since last two years after disabling. And this injury and suffering is  
8 ongoing. Plaintiff does not have any other recourse. Plaintiff should be entitled for actual  
9 compensatory and punitive damages.

10 **XIII. EIGHTH CAUSE OF ACTION**

11 **(Google's Contracts Are Unconscionable)**

12 99. PLAINTIFF alleges and incorporates all preceding allegations as fully set forth  
13 above in paragraph.

14 100. All registered users of Google.com are required to agree to Google's Terms of  
15 Service. (Attached and incorporated herein at Exhibit 1)

16 101. Google's contracts, including but not limited to, are non-negotiable and by  
17 definition makes it an adhesion contract. Google's adhesion contractual provision that allows  
18 them to constitutes unfair surprise to user, which is unconscionable because of unequal  
19 bargaining power as alleged earlier in this complaint. Google not only have majority market  
20 penetration in the United States, but are in fact a monopoly. Google does not provide help for  
21 users. If user did not violated policy and Google's own system error caused account disabling  
22 stills user does not have rights to get back their accounts which is unfair. Because Google, in its  
23 sole discretion and monopoly to retribute or not the account. It is not possible to know that user  
24 had actual did something wrong or Google system had caused this.

25 102. Google's Terms of Service allow it, in Google's sole discretion, to change the  
26 terms of service at any time, in any way. Registered Google users, per the terms of service, are  
27 required to agree, in advance, to be bound to any changes Google makes, regardless of what they  
28

1 may be. Google States: Google, in its sole discretion, may modify or revise these Terms of  
2 Service, and policies at any time, and you agree to be bound by such modifications, or revisions.

3 **XIV. NINTH CAUSE OF ACTION**

4 **(Intentional Infliction of Emotional Distress)**

5 103. Intentional Infliction of Emotional Distress Plaintiff's final claim is for intentional  
6 infliction of emotional distress. The elements of such claim are: (1) the defendant intended to  
7 cause emotional distress, or knew or should have known that his actions would result in serious  
8 emotional distress; (2) the defendant's conduct was so extreme and outrageous that it went  
9 beyond all possible bounds of decency and can be considered completely intolerable in a  
10 civilized community; (3) the defendant's actions proximately caused psychological injury to the  
11 plaintiff; and (4) the plaintiff suffered serious mental anguish of a nature no reasonable person  
12 could be expected to endure.

13 104. Plaintiff remains baffled as to what, specifically when he shows that the account  
14 was disabled. Plaintiff thought that it was a Google system error or technical error because there  
15 is no history of this kind of event in Google account. Moreover difficulties experienced after  
16 being malicious act, including stress, sleeplessness, strained relationships with family members,  
17 depression, and loss of self-confidence.

18 105. Defendant malice act caused long termed Intentional Infliction of emotional  
19 distress. Defendant misconduct had already caused of mental harassment and psychological  
20 disturbance for subsequently two years and Plaintiff will be continue to suffer.

21 106. Plaintiff has already suffered and will continue to suffer other forms of injury  
22 and/or harm including, but not limited to, anxiety, emotional distress, loss of earning, loss of  
23 content, and other economic and non-economic losses.

24 **REQUEST FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays the following relief:  
26  
27  
28

- 1 A. Judgment awarding damages including but not limited to, compensatory, treble
- 2 damages, consequential , general, statutory damages and nominal damages as permitted
- 3 by law and in such amounts to be proven at trial;
- 4 B. Judgment awarding punitive damages and exemplary damages as permitted by law and
- 5 in such amounts to be proven at trial;
- 6 C. Judgment awarding pre-judgment and post-judgment interest according to proof and to
- 7 the maximum extent allowed by law at legal rates;
- 8 D. To grant such other and further relief as the Court may deem just and proper.

9  
10 Respectfully submitted,

11 Dated: August 18, 2022

12  
13 *Sandeep Chauhan*

14 By: *Sandeep R. Chauhan*

15 Plaintiff in Pro Per

16  
17  
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff respectfully requests for jury trial.

20  
21 Dated: August 18, 2022

22  
23  
24 *Sandeep Chauhan*

25 By: *Sandeep R. Chauhan*

26 Plaintiff in Pro Per