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In Pro Per  
GARY SHUSTER

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SANTA CLARA**

GARY SHUSTER, an individual,  
  
Plaintiff,

vs.

GOOGLE LLC (d/b/a "YouTube"), a  
Delaware Limited Liability Company  
  
Defendant.

Case No. 25CV468072

Unlimited Jurisdiction

**COMPLAINT FOR BREACH OF  
CONTRACT, BREACH OF THE IMPLIED  
COVENANT OF GOOD FAITH AND FAIR  
DEALING, DECLARATORY RELIEF;  
UNFAIR BUSINESS PRACTICE; FALSE  
ADVERTISING; CLRA**

Plaintiff, GARY SHUSTER, alleges:

**INTRODUCTION**

1. Machines, algorithms, artificial intelligence (AI), automation, data analytics, machine learning, and processing engines (collectively, "Advanced Technologies" or "AI"), are being empowered by giant corporations, governments, and other concentrations of wealth and power to make often arbitrary decisions affecting the rights of human beings without those decisions being either explainable or subjected to meaningful human review. These technologies are increasingly being employed to automate decisions about human beings' rights at scale. They are being used to process vast amounts of data, identify patterns, and make predictions or recommendations that can

1 have significant impacts on individuals, groups, and society. Another concern, in this case, is that  
2 YouTube has held itself out as offering its creators a greater level of protection against arbitrary  
3 acts, such as those that an AI might perform, than competing platforms – yet YouTube is failing to  
4 provide the protection it promised.

5 **2. YouTube Competes for Market Share.** As most social media platforms still do today<sup>1</sup>,  
6 YouTube for years told video creators who posted videos on the platform (hereafter, “Creators”),  
7 in essence, “We can terminate your ability to earn a livelihood and express yourself on our  
8 platform for any reason we want: a good reason, a bad reason, or no reason at all.” That is, until  
9 about December 10, 2019, YouTube’s Terms with Creators stated, “YouTube may at any time,  
10 *without prior notice* and in its *sole discretion*, remove such Content and/or terminate a user’s  
11 account.”<sup>2</sup> But on information and belief, YouTube’s leaders, including at its parent company,  
12 Google, realized that such a policy was both unreasonable and unpopular with the people who  
13 create the value on YouTube: Creators. So, Google and YouTube chose to impose restrictions on  
14 YouTube’s ability to remove content and terminate channels arbitrarily and without providing  
15 reasons. On or about December 10, 2019, YouTube posted new Terms purporting to differentiate  
16 YouTube from its competitors by promising Creators that most valuable of human inventions, due  
17 process. YouTube expressly promoted its Terms of Service as flowing from its desire “to create a  
18 platform where creators and viewers feel protected.”<sup>3</sup>

19 **3. Termination Only Upon “Reasonable Belief” of Harm.** First, in a section of the Terms<sup>4</sup>  
20 titled “Terminations and Suspensions by YouTube,” YouTube guarantees that it will terminate a  
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22 <sup>1</sup> YouTube's Terms are the only ones among all of its competitors – Tik Tok, Truth Social, Rumble, Instagram, and even  
23 Pornhub, among others – that don't allow termination of Creators’ accounts and content for no reason at all or a bad  
24 reason. They're all phrased differently, but none of the other platforms actually protect Creators.

25 <sup>2</sup> See <https://web.archive.org/web/20171021093509/https://www.youtube.com/t/terms> (accessed January 25, 2025).

26 <sup>3</sup> <https://www.youtube.com/creators/how-things-work/policies-guidelines/#:~:text=Creator%20Policies%20%26%20Guidelines%20,where%20Creators%2C%20and%20viewers%E2%80%94feel%20protected>

27 <sup>4</sup> See <https://www.youtube.com/t/terms> (“Effective as of December 15, 2023”), accessed January 25, 2025.

28 The case at bar seeks to impose contractual liability for YouTube’s voluntary, contractual relinquishment of the right to delete content without liability. Such liability is not barred by the CDA. *Barnes v. Yahoo!, Inc.* (9th Cir. 2009) 570 F.3d 1096, 1100–1101 (A service provider “cannot invoke Section 230 to excuse a breach of an express or implied contractual term”).

1 Creator's account only if, in pertinent part, *YouTube* "***reasonably believed***" that (a) the Creator  
2 "materially or repeatedly breach[ed] this Agreement", (b) there is a legal requirement to do so, or  
3 (c) Creator's conduct "creates (or could create) liability or harm to any user, other third party,  
4 YouTube or our Affiliates." (Emphasis added). This section does not reference content.

5 4. **Notice for Termination or Suspension.** Second, YouTube also promises, in the section  
6 titled "Notice for Termination or Suspension," that YouTube will "notify [Creators] with the  
7 reason for our action." In combination with the requirements that certain findings be made prior to  
8 deleting a channel (or belief be held prior to deleting content), the importance of this notice is to  
9 allow the Creator to evaluate whether YouTube is in breach of contract in executing a content  
10 deletion or channel termination.

11 5. **Removal of Content by YouTube.** Third, in a section titled "**Removal of Content by**  
12 **YouTube,**" YouTube promises that it can "remove or take down some or all of" a Creator's  
13 Content only if that Creator (1) "is in breach of this Agreement or (2) may cause harm to  
14 YouTube, our users, or third parties."

15 6. **Notice of Reasons for Removal.** Fourth, YouTube promises, "We will notify you with the  
16 reason for our [removal] action" except in three circumstances not present here.

17 7. **YouTube May Use "Automated Systems" Only to "Detect" Problems.** YouTube's  
18 current Terms state, "We may use automated systems that analyze your Content to help detect  
19 infringement and abuse, such as spam, malware, and illegal content." In other words, YouTube's  
20 Terms allow it to "*detect*" alleged violations but the Terms do not give YouTube the right to use  
21 "automated systems" to *develop beliefs* about Terms violations, to *terminate* Creators' accounts, or  
22 to substitute automation for human review in its appeals process, nor is YouTube's total reliance  
23 on automated systems' unfettered and unreviewed discretion reasonable, in good faith, or  
24 consistent with the clear revision of the Terms promising that YouTube, unlike its competitors,  
25 must possess, and cite, reasonable beliefs for YouTube's actions. For Plaintiff, and for many  
26 Creators, this is where the problems have begun.

27 8. This case raises novel questions about (1) whether a legal but non-human entity like a  
28 limited liability company may delegate its development and holding of "beliefs" to Advanced

1 Technologies; (2) whether Advanced Technologies may be said, under the law, to possess a  
2 “belief”, “reasonable” or otherwise; (3) whether Advanced Technologies may be said to be able to  
3 evaluate what is “reasonable” at all; (4) whether an entity or its Advanced Technologies may be  
4 said to hold a single “reasonable belief” when the entity has actually given multiple contradictory  
5 reasons for its actions, has taken flatly contradictory actions, *or* when its actions or conclusions are  
6 not *explainable*; (5) whether an entity’s Advanced Technologies that do not learn from or  
7 recognize corrections communicated to it by the entity’s human agents can be said to be  
8 “reasonable” and acting in the good faith required of the entity’s contracts with others; and (6)  
9 whether in this case, when Google decided to terminate Plaintiff’s YouTube channel, the  
10 professorial and patent-filled “Innovation Cafe,” on the basis of a single educational video, it  
11 violated its own Terms of Service (“the Terms”), however the termination decision was reached.

12 **A. The Parties.**

13 9. Plaintiff, GARY SHUSTER (“**Plaintiff**” or “**Shuster**”), is an individual, and at all times  
14 relevant hereto was and is an attorney, licensed by the State of California, State Bar Number  
15 162379. Plaintiff, an inventor, has invented, applied for, and received 254 issued United States  
16 patents. Since 1999 Plaintiff has represented and advised many inventors and assisted them with  
17 ideating their inventions and formulating their Intellectual Property (“IP”) protection strategy.  
18 Plaintiff is a full-time resident of Vancouver, British Columbia, Canada. Until YouTube banned  
19 him, Plaintiff operated the YouTube channel “Innovation Cafe,” dedicated to educational  
20 programming about intellectual property, invention strategies, and creativity.

21 10. On information and belief, defendant, GOOGLE LLC (d/b/a “YouTube”), a Delaware  
22 Limited Liability Company (“**YouTube**”, “**Google**” or “**Defendant**”) is, and at all times relevant  
23 hereto was, a Delaware limited liability company with its principal place of business in Mountain  
24 View, Santa Clara County, California. Google LLC owns and operates the YouTube platform,  
25 subjecting itself to jurisdiction in the State of California.

26 **B. Venue.**

27 11. Jurisdiction and Venue are proper in this Court due to the provision in the Terms for  
28 YouTube, which provides: “All claims arising out of or relating to these terms or the Service will

1 be governed by California law ..., and will be litigated exclusively in the federal or state courts of  
2 Santa Clara County, California, USA. You and YouTube consent to personal jurisdiction in those  
3 courts.” As plaintiff is a US citizen resident in Canada, his presence as a party “destroy[s] the  
4 complete diversity required for federal jurisdiction.” *Brady v. Brown* (9th Cir. 1995) 51 F.3d 810,  
5 815, making this Court the only US court available if the exclusive litigation clause in Google’s  
6 terms of service is enforceable.

7 **C. Background.**

8 12. This action arises out of the wrongful removal of Plaintiff’s YouTube channel, “Innovation  
9 Cafe,” and Defendant Google LLC’s failure to follow the procedures, standards, and commitments  
10 outlined in its own Terms and related policies, which for purposes of binding YouTube is a written  
11 contract. Defendant terminated Innovation Cafe following Plaintiff’s upload of a video (“the  
12 Video”) discussing the role of evolutionary biology in driving innovation. Defendant’s Advanced  
13 Technologies were apparently unable to distinguish between a discussion of innovation and  
14 sexually gratifying content, apparently confusing a pedagogical discussion about new technologies  
15 and innovation driven by the adult industry with pornography itself. Despite repeated assurances—  
16 some in writing—from representatives of YouTube that Plaintiff’s content did not violate  
17 community guidelines, YouTube abruptly and permanently terminated Plaintiff’s channel, and  
18 purported to forever ban him from YouTube, based on YouTube’s Advanced Technologies,  
19 without any good faith human review, and in contradiction of its contractual obligation to so act  
20 only upon a “reasonable belief.”

21 13. Plaintiff brings this action for (1) **Breach of Contract** based on YouTube’s Terms, which  
22 require that YouTube form a “reasonable belief” before removing content or terminating accounts;  
23 (2) **Breach of the Implied Covenant of Good Faith and Fair Dealing**, given that YouTube’s  
24 arbitrary and contradictory decisions deprived Plaintiff of the benefits of the contract; (3)  
25 **Declaratory Relief**, seeking a judicial declaration that YouTube’s Advanced Technologies,  
26 including without limitation YouTube AI, cannot fulfill the contractual requirements of  
27 “reasonableness” or holding a “belief”, and even if the Advanced Technologies could hold such a  
28 “belief”, the contract requires that YouTube, and not machines owned by YouTube, hold the

1 belief; (4) **Unfair Business Practices**; (5) **Consumers Legal Remedies Act**; and (6) **False**  
2 **Advertising**.

3 14. Plaintiff seeks (a) declaratory relief, (b) injunctive relief ordering reinstatement of  
4 Plaintiff's YouTube channel and a requirement that Defendant's future actions comply with  
5 YouTube's Terms by taking place only after, and based on, a good faith, genuine, and non-  
6 contradictory human review of all purported "violations," (c) compensatory damages to the extent  
7 permissible under California law, and (d) any other relief the Court deems just and proper. For  
8 purposes of clarity, Plaintiff seeks an order requiring that Defendant follow its own contractual  
9 obligations. As this case arises, at core, from a Defendant's breach of its own Terms and  
10 misleading consumers as to Defendant's intent to ignore its Terms, nothing in this complaint seeks  
11 an outcome that prevents Defendant from choosing to amend its Terms to permit arbitrary  
12 decisions or decisions based on a First Amendment refusal to carry content (this disclaimer does  
13 not take a position on whether such amendments would be legal, only that this complaint does not  
14 seek to prevent such amendments). Similarly, nothing in this complaint seeks an outcome that  
15 prevents Defendant from making good faith human determinations in compliance with its Terms  
16 not to carry certain content (indeed, this complaint seeks, *inter alia*, to hold Defendant accountable  
17 for a failure to make good faith human determinations in compliance with its Terms).

18 **D. Plaintiff's YouTube Channel of Educational Videos.**

19 15. **Creation of Innovation Cafe:** On or around August 10, 2024, Plaintiff created a YouTube  
20 channel named "Innovation Cafe" with the goal of providing free, high-quality educational content  
21 regarding intellectual property law, invention strategies, and creativity. Over approximately four  
22 months, Plaintiff created and uploaded approximately 9 hours and 46 minutes of original,  
23 educational content across around 150 videos. Plaintiff invested substantial amounts of money in  
24 purchasing equipment and software licenses to create content for the channel and directly paid to  
25 promote the channel. *Partly as a result of Plaintiff paying YouTube approximately \$10,000 (via*  
26 *Google Ads) to advertise the channel using tools promoted by YouTube from within YouTube*  
27 *Studio, in just four months Innovation Cafe amassed roughly 200,000 subscribers and over one*  
28 *million views*. The growth was so rapid and promising that Plaintiff had settled on an

1 approximately \$60,000 annual initial Google Ads budget to promote the channel, invested the time  
2 and fees to file for a trademark on “Innovation Café”, serial no. 98822333 and provided the URL  
3 for the channel to numerous professional contacts.

4 **16. Educational Nature of the Content:** Plaintiff’s content addressed subjects of broad public  
5 interest—such as patents, trade secrets, neurodiversity and invention, and historical drivers of  
6 innovation. The topics included the intersection of innovation and the Imposter Syndrome,  
7 copyright law, provisional patent applications, several of Plaintiff’s own patents out of the 254 he  
8 has been issued as an inventor, utility patent applications, IP law overview, the role of the  
9 subconscious in innovation, how to deal with being too innovative to bring all of your inventions  
10 to market, patent examiner interviews, how to patent your invention, how to regain your creative  
11 confidence, definitions necessary to understand IP law, tricks to unblock your creativity, advice  
12 about what to include in a patent specification, the importance of criticism and failure to  
13 innovation, the role issued patents may play in obtaining skilled worker visas in a variety of  
14 nations, historically important inventors and inventions, fair use and copyright law, a seven-day  
15 program to better understand how to innovate, trademark law, patent assignment law, and many  
16 others. Other than the video titled “The Surprising Link Between Sex and Innovation” (Plaintiff  
17 released this video in 3-minute, 6-minute, and full-length versions as part of A/B/C testing, as  
18 described below, and the three videos are sometimes referred to herein as “3 minute VIDEO”<sup>5</sup>, “6  
19 minute VIDEO”<sup>6</sup>, and “full length VIDEO”<sup>7</sup>, respectively, or “VIDEO” collectively), there was no  
20 content on the channel that addressed sex or sexuality (because Plaintiff is unable to review all of  
21 the videos due to YouTube’s deletion of the channel, this complaint alleges this on memory,  
22 review of locally available files, and information and belief). All video content present prior to  
23 June 12, 2025 on <https://innovationcafe.us> (a site created in an effort to mitigate damages due to  
24 Defendant’s breach of contract) was previously part of the Channel.

25 **17. Plaintiff’s Self-Censorship:** In the VIDEO, Plaintiff intentionally avoided gratuitous  
26 references to sex where other references would suffice for the educational mission. This was, in

27 \_\_\_\_\_  
28 <sup>5</sup> The 3-minute video may be seen here: <https://innovationcafe.us/three-minute-video>.

<sup>6</sup> See <https://innovationcafe.us/six-minute-video> for the six-minute video.

<sup>7</sup> See <https://innovationcafe.us/full-length-video> for the full-length video.

1 large part, because a driving force of the educational mission of Plaintiff’s channel was to educate  
2 people in less wealthy nations about how they could use their imaginations and ideas to lift  
3 themselves up from poverty, including by marketing their innovations and works of authorship or  
4 art in wealthier economies. Plaintiff was well aware that many of those nations would treat  
5 controversial content with hostility, and thus interfere with the mission of the channel. It was only  
6 when Plaintiff began a series of documentary videos about unexpected drivers of innovation  
7 (which was slated to include videos about online gambling, social networking, human loneliness,  
8 and several other non-sexual innovation drivers) that the educational mission of the channel  
9 required coverage of a topic that mentioned, without describing let alone depicting, human  
10 sexuality. Even then, Plaintiff kept the VIDEO educational and he either blurred nudity or  
11 obscured it with a “CENSORED” bar, ensuring he was fully compliant with YouTube’s  
12 Guidelines, Policies, and Terms (collectively “YouTube’s Terms”).<sup>8</sup> Plaintiff’s self-censorship was  
13 far greater than required by YouTube’s “Nudity and Sexual Content Policy,”<sup>9</sup> which states  
14 YouTube would allow even “sexual content” — which the VIDEO lacked — “when the primary  
15 purpose is educational, documentary, scientific, or artistic, and it isn’t gratuitous,” all of which  
16 apply to the VIDEO. YouTube further explained this policy in an update,<sup>10</sup> stating “Sex and nudity  
17 in Educational Content: We will allow content that is intended for educational purposes as long as  
18 it is not sexually gratifying.” Plaintiff’s grating voice and lecture describing improvements to  
19 internet infrastructure stands in stark contrast to anything intended to be sexually gratifying.

20 **18. The Adult Industry’s Role in Technology Development History Video:** The VIDEO  
21 discussed the historical role of adult content in driving technological innovation (e.g.,  
22 infrastructure build-out, payment security, streaming technology, improvements to the Gutenberg  
23 Printing Press, new photographic techniques, etc.).

24 **19. The Transcript:** The transcript demonstrates the educational nature of the VIDEO. As is  
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26 <sup>8</sup> YouTube’s terms of service refer to their ‘Community Guidelines’, ‘Policy, Safety and Copyright Policies’ and the  
27 Terms of Service collectively as the “Agreement”.

28 <sup>9</sup> See <https://support.google.com/youtube/answer/2802002?hl=en#zippy=%2Ceducational-content> (accessed January 25, 2025).

<sup>10</sup> See <https://support.google.com/youtube/thread/178333446/an-update-to-our-policies-on-nudity-and-sexual-content?hl=en> (accessed January 25, 2025).

1 clear from the transcript, the VIDEO was clearly not intended to, and could not reasonably be  
2 interpreted to have acted to, create or comprise any sexually gratifying content. What follows is the  
3 text of Plaintiff's 3-minute video (which is exemplary of the other two lengths of the same video):

4 00:00:43:25 - 00:01:12:06

5 We're going to look at how the adult entertainment industry has been a powerful driver of  
6 technological innovation. Now, you might ask, what does adult content have to do with technological  
7 progress? A lot. Because there's money in it. And where the money goes, technological  
8 advancements usually follow. Now throughout history, the adult industry has catalyzed significant  
9 advancements in technology. Starting with Gutenberg's printing press in the 15th century.

10 00:01:12:13 - 00:01:38:11

11 It revolutionized book production, but erotic literature had enough demand that it pushed  
12 printers to refine techniques for better quality and efficiency. In the 19th century, we had the advent  
13 of photography. And wouldn't you know it, people were taking intimate images almost right away  
14 after the first photographic systems were created. This demand drove innovations in photographic  
15 equipment, lighting and photographic techniques.

16 00:01:38:12 - 00:02:05:09

17 The pattern continued with motion pictures. The adult industry's interest in movies spurred  
18 advancements in camera technology and production methods. By the late 20th century, the video  
19 format war was the new front line for adult. Here we have VHS and Betamax. Betamax was  
20 technologically superior, but VHS had the support of the adult industry, and that helped to influence  
21 consumer adoption on a massive scale, leaving VHS the victor.

22 00:02:05:09 - 00:02:33:02

23 With the rise of the internet, the adult industry was among the first to harness potential. It  
24 drove early web traffic and drove demand for higher speeds, better streaming and secure online  
25 payments. These advancements laid the groundwork for the high speed, content-rich internet we  
26 enjoy today. They influenced e-commerce. They influenced streaming systems. Most of the stuff  
27 you use on the internet was developed, at least in part, with funds generated from adult.

28 00:02:33:04 - 00:03:03:27

So what's the takeaway? Humans want to pass their genes on to the next generation. That's  
evolutionary biology for you. And anything related to that is going to be a high priority in the brains  
of a lot of humans, and that includes sex. So, unsurprisingly, adult content was a huge driver of  
innovation. The adult industry's pursuit of this consumer interest pushed technological boundaries  
and led to advancements that permeate our lives today,

00:03:04:00 - 00:03:24:26

even if you never look at a single intimate image. Thank you for joining me on this brief  
exploration of the role of adult content in innovation. If you found this interesting, hit the link for  
the longform video of this and do a really deep dive. Until next time, stay engaged, stay innovative,  
stay curious, and stay awesome.

20. The reasonable viewer of the Video would conclude that Plaintiff's point in the VIDEO  
was that the human biological drive of genetic propagation manifesting as sex is sufficiently strong

1 that its necessity has long proven to be a mother of invention. Plaintiff did not speak about sex  
2 itself. He did not speak about sex acts. He did not so much as mention a body part, or discuss any  
3 other topic that could be called “sexual”, let alone “sexually gratifying”. Plaintiff talked about an  
4 industry, and he droned on and on about various technical innovations. Plaintiff did not say or  
5 display anything that could not be found in a law school or MBA class anywhere in the country.

6 21. To the extent the Advanced Technologies or even a human being acting as Defendant’s  
7 agent believed the Evolutionary Biology and Innovation Video was “sexually gratifying”, such a  
8 belief is plainly unreasonable. The VIDEO is not objectively, empirically, or legally a turn-on.

9 22. **Plaintiff’s Careful A/B/C Testing:** Plaintiff had developed a theory that educational  
10 videos, if they were the correct length, would appeal to a generation raised on short videos.  
11 However, Plaintiff was not aware of what that length would be. Plaintiff therefore began to  
12 conduct an “A/B/C test,” by starting to upload three different versions (3-minute, 6-minute, and  
13 full-length) of videos, to gauge viewer preferences. The VIDEO and a second video about how to  
14 become more innovative in seven days were the first videos to be A/B/C tested, but YouTube  
15 terminated the channel before additional A/B/C testing videos could be uploaded. It should be  
16 understood that the introductory approximately 30 second portion of each length of the VIDEO  
17 was substantially the same, but the scripting of the narrative in each video was modified to fit  
18 within the target time limitations. In terms of substance and illustrative content, the full version of  
19 the VIDEO was a superset of the shorter versions. The 6 minute version of the VIDEO was a  
20 superset of the 3 minute version.<sup>11</sup>

21 23. **Third Party Content That YouTube and YouTube AI Have Found Acceptable Is**  
22 **Wildly at Variance with Their Community Guidelines:** Exhibit A hereto contains a list of  
23 videos that, as of January 3, 2025, were live YouTube videos. The Advanced Technologies’  
24 failure, incompetence, and inability to determine what is reasonable, or to fulfill its promise to  
25 effectively moderate adult content inappropriate for children, is apparent from Exhibit A, which

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26  
27 <sup>11</sup> The relevance of the A/B/C testing is that there were three versions of the same video. While a human reviewing the  
28 channel in full would immediately recognize this to be a single video in three different lengths, an AI could easily err in  
determining that the three videos were independent, representing an attempt to engage in multiple simultaneous  
uploading of inappropriate material. Although YouTube itself encourages such testing (for example, by coding for easy  
A/B testing of thumbnails), it is far from certain that an AI would understand what is going on.

1 features videos on YouTube rife with sexually prurient and pornographic content. When contrasted  
2 with the strictly educational context of Innovation Cafe, Exhibit A makes clear that YouTube and  
3 the Advanced Technologies apply YouTube’s contractual standards in an arbitrary, capricious,  
4 erroneous, and seemingly random manner.

5 24. **The Test Channel, Innovation & Photography:** Plaintiff also operated a small (very  
6 small, having only two subscribers) “test” channel (the “test channel”), “Innovation &  
7 Photography,” to avoid any confusion or errors on the Innovation Cafe channel. For example,  
8 Plaintiff might upload a video to the test channel to make sure that it looked right when streamed  
9 on different devices. The test channel also served as an early warning system, providing Plaintiff  
10 with advance notice in the event YouTube incorrectly determined a video was in violation of any  
11 guidelines. This way, Plaintiff could avoid publishing to his primary channel with many  
12 subscribers a video that the Advanced Technologies (incorrectly) considered improper.

13 25. **The Test Channel: The First Notice That YouTube AI Had Incorrectly Identified a**  
14 **Problem:** Plaintiff first uploaded the 3-minute video to the test channel to make sure that the  
15 Advanced Technologies would not make any errors. On December 5, 2024, Plaintiff received on  
16 his test channel an apparently automated notification from YouTube stating that the Advanced  
17 Technologies had age-restricted Plaintiff’s VIDEO. The notice stated: “Hi Innovation and  
18 Photography, It looks like **The Surprising Link Between Sex and Innovation (3 minute video)!**  
19 may not be appropriate for younger audiences under our Community Guidelines. We placed an age  
20 restriction on it.” On information and belief, no human reviewed the reasonableness of the  
21 assessment contained in that notification, nor did any human hold a belief with regard to the  
22 appropriateness of the 3-minute video. The automated notice also provided for an appeal. Plaintiff  
23 immediately filed an appeal stating that the VIDEO was educational, all nudity was fully blurred  
24 out, and it was appropriate for publication without an age restriction.

25 26. **The VIDEO on the Test Channel: Approval on Appeal by YouTube:** A mere hour later,  
26 YouTube, or its Advanced Technologies, granted the appeal, stating in writing that “After taking  
27 another look, we can confirm that your content does not violate our Community Guidelines.”  
28 YouTube also informed Plaintiff in writing that the content was suitable even without age

1 restriction under its Community Guidelines. This was the 3-minute VIDEO.

2 **27. The Upload of the Approved VIDEO and a Bowdlerized Version to Innovation Café:**

3 After receiving express, written confirmation from YouTube that the 3-minute VIDEO was  
4 appropriate for all ages and did not violate any community guidelines, Plaintiff felt secure in  
5 uploading and as a result uploaded the VIDEO to the channel Innovation Café. Even if the  
6 Advanced Technologies made the same initial age-restriction error on the Innovation Cafe channel  
7 that it had made on the test channel, Plaintiff reasonably believed that if he had to appeal such a  
8 decision, the Advanced Technologies would act non-arbitrarily and reach an identical decision on  
9 the identical video. However, to make sure that at least one copy of the video would avoid a repeat  
10 of the Advanced Technologies' first error and not disappear while the appeal was pending,  
11 Plaintiff also created and uploaded an even further censored version ("Bowdlerized 3-minute  
12 VIDEO" OR "The Surprising Link Between Sex and Innovation (3 minute video, censored for  
13 YouTube)! [this was the actual title given the video on YouTube]", where the educational value  
14 was degraded by blurring illustrative images to the point they were not recognizable, at least by a  
15 human.

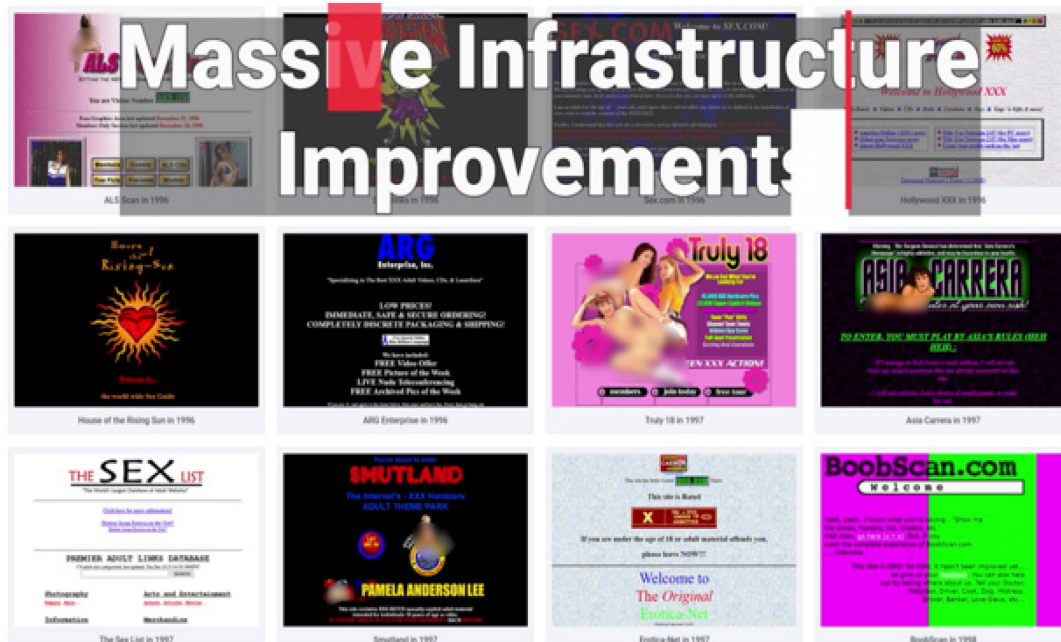
16 **28. YouTube's Advanced Technologies Again Contradict Themselves.** On December 10,  
17 YouTube sent Plaintiff an automated notification for Innovation Cafe stating "It looks like **The**  
18 **Surprising Link Between Sex and Innovation (3 minute video, censored for YouTube)!** may  
19 not be appropriate for younger audiences under our Community Guidelines. We placed an age  
20 restriction on it." At around the same time, the Advanced Technologies generated and sent to  
21 Plaintiff an identical notice for the original 3-minute video on Innovation Cafe it had flagged as  
22 problematic five days earlier, before reversing itself and approving it. Plaintiff immediately  
23 appealed both notices.

24 **29.** Two hours later, the Advanced Technologies granted Plaintiff's appeal regarding the  
25 Bowdlerized 3-minute Video and removed the age restriction. However, the Advanced  
26 Technologies denied Plaintiff's appeal of the age restriction regarding the same 3-minute VIDEO  
27 that the Advanced Technologies had previously approved for all audiences, and the VIDEO  
28 remained age-restricted. Notably, even while removing access to the VIDEO for those not logged

1 in as an adult, YouTube confirmed that “your content [of the VIDEO] does not violate our  
2 Community Guidelines.”

3 **30. YouTube AI Takes Down the Video That It Earlier Approved for All Ages:** On  
4 December 15, 2024, ten days after YouTube wrote to Plaintiff that the VIDEO was compliant with  
5 the Community Guidelines and appropriate for all ages, YouTube’s Advanced Technologies  
6 notified Plaintiff that the same VIDEO now “didn’t follow Community Guidelines” and stated “we  
7 removed it from YouTube”. The reason? To help “keep our community safe”. Thus, in this  
8 instance, and this instance only, did YouTube appear to identify with any level of specificity  
9 (though still quite non-specific) why the video was taken down: community safe-keeping of some  
10 kind. The communication from the Advanced Technologies incorrectly stated that at around  
11 00:00:32 in the 3-minute VIDEO there were “external links to pornography”. The only link found  
12 at that time stamp led to a “domain for sale” page. The Video frame at 00:00:32 illustrated how  
13 1990’s adult internet sites caused demand for improved bandwidth and other infrastructure  
14 improvements. The frame is reproduced below. Because Plaintiff had blurred all nudity in the  
15 frame as originally published and identified as safe for all audiences by the Advanced  
16 Technologies (ten days prior to being mischaracterized as unsafe for any audiences by the  
17 Advanced Technologies), Plaintiff believes it to be appropriate for inclusion without alteration  
18 within this Complaint (blurring in original).<sup>12</sup>

19  
20  
21  
22  
23  
24  
25  
26  
27 <sup>12</sup> Two additional frames drawn from the “Web Design Museum”,  
28 <https://www.webdesignmuseum.org/exhibitions/adult-websites-in-the-90s>, were also included in the video (both with  
all nudity covered or heavily blurred out), but since the notice indicated that the action was taken due to the frame  
reproduced in paragraph 30, only that frame is reproduced here.



31. **YouTube Gives Flatly Inconsistent Rulings.** Upon receipt of the first notice of violation, Plaintiff immediately took and completed YouTube’s course on compliance with community guidelines. Plaintiff found the course incredibly confusing, as it made clear that he had not violated any community guidelines, contrary to what the Automated Technologies claimed. Shortly after completing the course, Plaintiff appealed the Innovation Cafe video removal, and hours later was startled to learn that the same video that YouTube had determined days prior to be appropriate for all ages, and that gave rise to YouTube’s written confirmation that “your [Plaintiff’s] content does not violate our Community Guideline,” was determined to be unacceptable to be shown on YouTube.

32. **Plaintiff Removes All Versions of the VIDEO from YouTube.** Plaintiff had now seen many irrational, random, and self-contradictory decisions by the Advanced Technologies. Out of an abundance of caution, Plaintiff took down all versions of the VIDEO, leaving the VIDEO entirely deleted from both the test channel and the Innovation Café channel. While the story of human innovation cannot be fully told without including all of the major drivers – which include procreation and genetic propagation – Plaintiff decided he would be fine simply telling most of the story, and excluding the portions that caused the Advanced Technologies to err. While this result reflected how use of Advanced Technologies shamefully impairs Google’s purported mission

statement, “Google’s mission is to organize the world's information and make it universally accessible and useful,” Plaintiff felt Google’s error-prone automation left him no choice.<sup>13</sup>

33. **YouTube AI Terminates the Channel.** Nevertheless, on December 17, 2024, referring to the now-empty test channel, YouTube wrote that “We have reviewed your content and found *severe or repeated violations* of our sex and nudity policy. Because of this, we have removed your channel from YouTube.” (emphasis added). Plaintiff immediately appealed, but that appeal was rapidly denied by the Advanced Technologies. It should be noted that the Test Channel had received only one warning, which was eliminated by Plaintiff taking a course on YouTube’s Terms (that warning was in conjunction with a VIDEO that was later determined by the Advanced Technologies on appeal not to violate community guidelines and as appropriate for all ages – before the Advanced Technologies arbitrarily came to the opposite conclusion, determining it to be so violative as to merit termination of the channel). No strikes were ever issued against the Test Channel.

34. **Conflicting AI Decisions:** YouTube AI had now deleted the test channel and stated, in the deletion notice, that “Going forward, you won’t be able to access, possess, or create any other YouTube channels.” To be clear: The same VIDEO that the Advanced Technologies had determined to be safe for all ages and in compliance with Community Guidelines was now being used as the basis for termination of a channel for a severe or repeated violation of some unidentified nature. But the channel termination process requires a warning followed by three “strikes” within a 90-day period prior to termination, except in the most extraordinary and extreme circumstances. No warnings or strikes were issued at any time for the Innovation Café channel.

35. **Plaintiff Seeks Assurance that Innovation Café Will Not be Impacted:** Plaintiff was now in a panic, having realized that the Advanced Technologies were making arbitrary and objectively incorrect decisions about his content. Because Plaintiff’s Innovation Café channel had enough subscribers, Plaintiff, unlike most Creators on YouTube, had access to a human on a Creator support team. On December 17, 2024, Plaintiff wrote the humans there a question. (Just as in YouTube’s appeals process, there was an unduly short length limitation on what could be

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<sup>13</sup> [https://www.google.com/intl/en\\_us/search/howsearchworks/our-approach/](https://www.google.com/intl/en_us/search/howsearchworks/our-approach/) (retrieved Apr. 24, 2025).g

written, which is why the spacing and word choice in the note may appear odd). Plaintiff wrote: “I had a channel only used to test live streams and uploading. It had 2 videos on it (a 3 part video&one with the same video in different lengths, <10 views in total). One was about the challenges in projected light photography & how to do it [this is the test channel]. Other was documentary/educational about how adult content drove tech development, cave paintings leading to better dyes, adult 16th century books & printing press improvements, adult websites in the 1990s leading to more infrastructure innovations and investments. I thought an educational video with all nudity blurred fell within the ‘documentary and educational’ exceptions. Apparently not, I got a warning last night, I took down all of the content from the channel and subsequently got a notice that the channel was terminated and ‘Going forward, you won’t be able to access, possess, or create any other YouTube channels.’ Does this mean that @innovationcafe is dead? I’ve put in ~1000 hours making high quality educational videos. Do I just stop work?”

36. **Humans at YouTube Assure Plaintiff that the Innovation Café Channel Will Not be Impacted:** The remainder of the support conversation (with some irrelevant portions removed for clarity, emphasis added) was as follows, culminating in an unambiguous statement that “your main channel [Innovation Café] *will not be suspended* along with your other [test] channel” (emphasis added):

10:10:58 AM Charles: Do you mean that you want to know if this channel will also be suspended, is that correct? <https://www.youtube.com/channel/UCj4K79xQvcCeppEqEGTjTpQ> [the URL for the Innovation Café channel].

10:11:44 AM Gary Shuster: Yes. That’s the question. Not suspended but deleted. That’s what the email I got this morning said: “Going forward, you won’t be able to access, possess, or create any other YouTube channels.”

10:12:49 AM Charles: I see. Thanks for confirming.

10:14:12 AM Charles: Let me go ahead and check this for you.

10:18:28 AM Charles: To help you better with this concern, I’ll go ahead and check this matter further on my end. Is it okay if I place this chat on hold for 3-5 minutes while I look into this?

10:18:41 AM Gary Shuster: The real bumner is that I’ve got about 10 hours of long form [video]

1 ready to upload, mostly talking about patent law developments.

2 On hold is fine.

3 10:30:28 AM Charles: **As per checking here, your main channel will not be suspended along**  
4 **with your other channel.**”

5 37. **Human Review Confirms the Channel is Compliant:** The conversation with “Charles”  
6 appears to be the only time a human actually viewed the Innovation Café channel in good faith and  
7 in context. Based on that review, YouTube promised that Innovation Café would not be impacted.

8 38. **Innovation Café and the Test Channel are Permanently Deleted by YouTube AI:**  
9 Plaintiff’s relief lasted only for a couple of hours before the Advanced Technologies decided that  
10 they knew better than human support and that they would delete the channel and, what’s more,  
11 prohibit Plaintiff from ever creating another YouTube channel. In other words, the Advanced  
12 Technologies had arbitrarily, capriciously, and not in good faith failed to learn from the humans  
13 training it. Mere hours after human review had concluded that the Innovation Cafe channel would  
14 not be impacted, the Advanced Technologies sent Plaintiff a notification saying, “We have  
15 reviewed your content and found *severe or repeated* violations of our Community Guidelines.  
16 Because of this, we have removed your channel from YouTube.” (Emphasis added). Plaintiff was  
17 stunned by the termination, as it came without warning despite YouTube’s prior confirmations that  
18 the content was compliant and that the channel was safe. Plaintiff immediately appealed. It is  
19 worth noting that at this point, prior to the Advanced Technologies’ first notice to Innovation Café,  
20 all three lengths of the educational VIDEO had already been removed from YouTube by Plaintiff.  
21 It took the Advanced Technologies mere hours to deny Plaintiff’s appeal. To be clear, prior to  
22 termination, YouTube had issued no warnings or strikes with regard to Innovation Café. What  
23 follows is a screenshot of the apparently automated denial of the appeal (“Idea Forge” is the  
24 username associated with Innovation Cafe):



Hi Idea Forge,

We have reviewed your appeal for the following:

**Channel:** Innovation Cafe

We reviewed your channel carefully, and have confirmed that it violates our Community Guidelines. We know this is probably disappointing news, but it's our job to make sure that YouTube is a safe place for all.

### How this affects your channel

We won't be putting your channel back up on YouTube.

39. The timetable below illustrates the arbitrary treatment of the various lengths of the VIDEO by the YouTube AI:

#### 3 Minute VIDEO:

12/5/2024 at 0941: Age restricted (first action) (Test Channel)

12/5/2024 at 1057: Approved for all ages, "does not violate our Community Guidelines"

(Appeal) (Test Channel)

12/10/2024 at 1131: Age restricted (first action) (Innovation Café Channel)

12/10/2024 at 1327: Not approved for all ages, "Otherwise, your channel isn't affected."

(appeal) (Innovation Café)

12/15/2024 at 2212: Video removed by YouTube, "This is just a warning and your channel isn't affected." (first action) (Innovation Café)

#### 3 Minute VIDEO "Censored for YouTube"/Bowdlerized:

12/10/2024 at 1847: Age restricted (first action) (Innovation Cafe)

12/10/2024 at 1854: Approved for all ages, "does not violate our Community Guidelines"

(Appeal) (Innovation Cafe)

**6 Minute VIDEO:**

12/5/2024 at 1042: Age restricted (first action) (Test Channel)

12/5/2024 at 1143: Approved for all ages, “does not violate our Community Guidelines”

(Appeal) (Test Channel)

40. Plaintiff’s test and Innovation Cafe channels themselves were removed in violation of the Terms’ guarantees of “reasonable belief” about Creators’ “conduct” and the requirement for YouTube to notify the Plaintiff of YouTube’s reasons:

**Test Channel:**

12/17/2024 at 0825: Channel Removed, citing “Explicit content that’s meant to be sexually gratifying”. (first action, no appeal filed) (Test Channel)

**Innovation Café Channel:**

12/17/2024 at 1043: Human YouTube representative checks with supervisors for approximately 10 minutes and writes “10:30:28 AM Charles: As per checking here, your main channel will not be suspended along with your other channel.”

12/18/2024 at 1139: Channel Removed, citing “severe or repeated violations of our Community Guidelines”. (first action) (Innovation Café)

12/18/2024 at 1245 Human YouTube representative states: “12:45:48 PM Cereza: In other words, we have no way to tell if your channel is violating our policies or not since we do not have access to the systems used by our internal team to review channels against our policies and guidelines.”

12/18/2024 at 1743: Channel removal confirmed on appeal (appeal) (Innovation Café)

41. Either human agents working for Defendant or the Advanced Technologies reviewed the Video and confirmed and represented the Video did not violate Defendant’s guidelines relating to minors and would not need to be age-restricted (let alone removed). Human agents (or AI holding itself out as such) promised Plaintiff that his primary channel would not be affected in any event. It

1 is not reasonable or in good faith for Defendant to careen from saying, “That video is safe even for  
2 minors” to “That video is such a severe violation that we will go beyond the remedy of merely  
3 removing it to terminating your entire channel and every other harmless video on it.”

4 42. Google's “reasonable belief” standard is illusory and is not enforced in good faith if  
5 YouTube's AI may act randomly and arbitrarily. Google’s “reasonable belief” standard is thus  
6 implemented in functionally the same way as the “sole discretion” standard it represented to  
7 Creators that it had replaced with less Creator-hostile terms. Like the eminent teenage philosopher  
8 Napoleon Dynamite, Google still insists “We can do what we want.” But YouTube currently  
9 displays outrageous and prurient sexual content (as illustrated in Exhibit A), showing that Google  
10 is consistently failing in its promise and representations to the public to effectively moderate  
11 inappropriate adult content in ways that protect users and children. When YouTube can, and does,  
12 act arbitrarily and fails to moderate adult content correctly, Creators and consumers alike suffer.

13 43. **No Human Materially Reviews Content Moderation and Channel Termination**

14 **Decisions at YouTube:** Plaintiff is informed and believes and thereon alleges that these  
15 contradictory outcomes and rapid appeal determinations were wholly determined by the Advanced  
16 Technologies or other automated systems, violating YouTube’s own Terms’ requirement of  
17 YouTube forming a “reasonable belief.” Despite repeated requests, YouTube refused or failed to  
18 have an actual human review of Plaintiff's channel. Because the VIDEO was objectively  
19 educational and without nudity and in compliance with the Community Guidelines and contract,  
20 not only were the Advanced Technologies incorrect, but had the termination decision been made  
21 by a human, it would still have been in breach of contract. Indeed, had a human reviewed each  
22 appeal over the VIDEO, it would be a damning indictment of the human review process, as each  
23 possible outcome from an appeal was given, each one contradicting each of the others, showing  
24 that the review was, in reality, utterly random.

25 44. The word “belief” has humanity written all over it. The word “belief” traces back to Middle  
26 English *bileve*, derived from the Old English *geleafa* (“faith, belief, religion”). *Geleafa*, in turn, is  
27 rooted in Proto-Germanic *ga-laubō* and Proto-Indo-European *leubh-* (“to care, desire, or love”).  
28 The roots of the word *belief* thus suggest a personal, emotional commitment and true

1 understanding, not an application of statistics to make predictions. *Belief*'s origin makes clear  
2 belief is something intrinsically tied to trust, to emotional investment, to culture, to context, and to  
3 a sense of personal connection — none of which an algorithm may possess. None of the Advanced  
4 Technologies, including YouTube AI, possess cognition about faith. They do not choose or hold a  
5 religion, nor do they care, desire, or love, any more than they can be said to engage in the lazy  
6 anthropomorphism of “hallucinating”.

7 45. Artificial intelligence and other technologies, by their very nature, do not and cannot  
8 possess belief, reason, or subjective understanding. Unlike human cognition, which forms beliefs  
9 through experience, judgment, and interpretation, AI operates solely on algorithmic processing,  
10 statistical modeling, and pattern recognition. AI does not hold convictions, weigh evidence  
11 subjectively, or experience doubt (a necessary companion to belief)—it merely executes  
12 programmed instructions and generates outputs based on input data. A “reasonable belief”  
13 inherently requires human cognition, as it is shaped by conscious understanding, introspection, and  
14 the ability to assess context beyond mere data correlation. Therefore, any decision made  
15 exclusively by AI lacks the fundamental characteristic of “belief” and cannot satisfy a contractual  
16 requirement that necessitates a party to hold a ‘reasonable belief’ before acting.

17 46. **YouTube Fails to Provide “Reasons” Why Channels Were Deleted:** Despite YouTube’s  
18 contractual obligation that “We will notify you with the reason for termination or suspension by  
19 YouTube unless we reasonably believe that to do so ... would be illegal, interfere with law  
20 enforcement, would compromise an investigation, would compromise YouTube, or would harm a  
21 user, third party, or YouTube”, YouTube never disclosed the reasons for termination,<sup>14</sup> nor do any  
22 of the exceptions to such disclosure apply to Plaintiff’s channels or the VIDEO, especially after  
23 Plaintiff deleted all versions. YouTube’s Community Guidelines indicate that there are three  
24 categories of violation suitable for termination of a channel without so much as a strike or  
25 warning: (a) a single case of severe abuse; (b) when the channel is dedicated to a policy violation,  
26 or (c) the content contains pornography. None of those reasons are applicable here, yet Plaintiff is  
27

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28 <sup>14</sup> As noted in paragraph 30, only in a single instance did YouTube even attempt to tell plaintiff why a video would be taken down. YouTube never complied with its obligation to tell plaintiff why the channels were terminated.

1 left to guess which of those YouTube AI incorrectly relied on. YouTube has thus failed to provide  
2 Creators with a meaningful means of appeal and, failing that, to pursue breach of contract  
3 remedies. It is, after all, impossible to persuasively appeal or litigate a decision made for reasons  
4 that are kept secret.

5 47. **YouTube Formally, and Inaccurately, Describes What Triggers Channel Removal:** In  
6 *Netchoice v. Bonta*, 5:24-cv-07885 (N.D. Cal. filed 2024), Alexandra Veitch, Director of Public  
7 Policy for the Americas at YouTube, submitted a declaration<sup>15</sup> under penalty of perjury and filed  
8 November 12, 2024 (the “**Declaration**”). In paragraph 34 of the Declaration, Ms. Veitch states:

9 Our practices also involve taking action against users and channels that continue to upload  
10 violative content. A YouTube channel is terminated if it accrues *three* Community  
11 Guidelines strikes in 90 days, has a single case of *severe abuse (such as predatory*  
12 *behavior)*, or is determined to be *wholly dedicated to violating our guidelines* (as is often  
13 the case with spam accounts). (Emphases added).

14 48. As demonstrated by YouTube’s deletion of Plaintiff’s channel Innovation Cafe without any  
15 strikes or any kind of inappropriate behavior, the Declaration is false in stating that the threshold  
16 for account deletion without the Creator first accruing three strikes is “a single case of severe  
17 abuse (such as predatory behavior)”. Furthermore, to the extent that the Advanced Technologies  
18 are charged with all or any of the tasks of determining “context”, it is impossible, given the state of  
19 technology, for the Advanced Technologies to determine “context” correctly.

20 49. **Repeated Use of Known-Flawed Automated Systems Demonstrates Lack of Good**  
21 **Faith:** YouTube continues to rely heavily on automated moderation tools and artificial  
22 intelligence. Plaintiff is informed and believes, and thereon alleges, that YouTube has long been  
23 aware—through user complaints, appeals, and public backlash—of systemic, repeated errors in  
24 these AI tools, including its own inconsistent actions toward Plaintiff and overriding Defendant’s  
25 human agents. Rather than correct these flaws or implement robust human review, YouTube  
26 persists in using the same flawed process.

27 50. Because YouTube has continued to rely on a moderation system known to be defective,  
28 often reversing decisions only after intense public backlash, and has not addressed the underlying

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<sup>15</sup> See <https://www.courtlistener.com/docket/69365699/2/3/netchoice-v-bonta/> (accessed January 25, 2025).

1 flaws that lead to wrongful takedowns, it cannot claim that its removals are “voluntarily taken in  
2 good faith” under Section 230(c)(2). YouTube’s persistent disregard for due process and consistent  
3 standards amounts to bad faith, thereby defeating any safe-harbor immunity under that statute. It is  
4 also the law in the Ninth Circuit that Section 230 does not override voluntarily undertaken  
5 contractual obligations, such as the ones breached by YouTube in this case. Accordingly, YouTube  
6 should not be permitted to invoke § 230(c)(2) as a shield from liability for its wrongful and  
7 arbitrary channel terminations.

### 8 **FIRST CAUSE OF ACTION**

#### 9 **(For Breach of Contract against Defendant)**

10 51. **Incorporation by Reference:** Plaintiff re-alleges and incorporates by reference paragraphs  
11 1 through 50 as though set forth fully herein.

12 52. **Existence of a Contract:** Plaintiff entered into a valid and enforceable written contract  
13 with Defendant through assent to YouTube’s Terms of Service. The Terms confer certain rights  
14 and imposes certain obligations upon both Plaintiff and Defendant.

15 53. **Contractual Obligations Under the Terms:** Among other things, the Terms provide that  
16 YouTube will remove content or terminate accounts only upon forming a “reasonable belief” that  
17 the Creator’s “conduct” breaches the Agreement or may cause harm. The Terms further require  
18 YouTube to provide a notice and/or reason for such action, subject to limited exceptions not  
19 applicable here.

20 54. **Breach:** Defendant materially breached the Terms by taking down Plaintiff’s content and  
21 terminating Plaintiff’s channels without holding any genuine, that is, human-based and human-  
22 held, reasonable belief about “conduct” of Plaintiff. Instead, Defendant relied on inconsistent and  
23 contradictory technology-driven enforcement based on erroneous conclusions about “content”.  
24 Defendant further failed to provide an adequate reason or notice explaining the termination,  
25 putting YouTube in further breach of the Terms. Finally, given the content of the channel, no  
26 reasonable belief could exist to support Defendant’s actions. At the same time, YouTube’s own  
27 Terms expressly allow educational content that could be said to otherwise violate its standards. It  
28 is not credible to claim that the Advanced Technologies could possess a reasonable belief that the

educational VIDEO was violative of terms of service without independent good faith human review while simultaneously failing to identify actual pornographic content on other channels, as demonstrated by the videos in Exhibit A.

55. **Breach:** Even if YouTube had performed an actual human review, or if the Advanced Technologies are held to be capable of being delegated and holding a “reasonable belief” for contractual purposes, the termination of Plaintiff’s channels was in breach of contract. The contractual grounds for termination of Plaintiff’s Innovation Cafe channel were not met as the channel was at no time in breach of the Terms, and certainly not in such severe breach as to contractually permit channel termination with no strikes or warnings under the contract language. Moreover, the Terms state YouTube may only “terminate” an account based on “conduct,” whereas “removals” are the contractual solution to inappropriate “content.” Plaintiff performed all required conditions and was never in material breach.

56. **Resulting Damages:** As a direct and proximate result of Defendant’s breaches, Plaintiff suffered damages, including but not limited to the loss of the channel, loss of subscriber goodwill, lost opportunities, lost investment, and emotional distress flowing from the abrupt loss of a key personal and professional outlet. In the alternative, should the Court not find a breach of contract, Plaintiff asserts that Defendant is and was estopped, by the doctrine of promissory estopped, from terminating the Innovation Café channel.

## **SECOND CAUSE OF ACTION**

### **(For Breach of the Implied Covenant of Good Faith and Fair Dealing Against Defendant)**

57. Plaintiff re-alleges and incorporates by reference paragraphs 1 – 50 and 52-56 as though fully set forth herein.

58. **Implied Covenant:** Under California law, every contract contains an implied covenant of good faith and fair dealing, obligating each party to do nothing to deprive the other of the benefits of the agreement.

59. **Defendant’s Conduct:** By abruptly and arbitrarily removing videos previously deemed non-violative, contradicting its own support representative’s judgment and assurance, and failing to conduct any meaningful human review of alleged violations, Defendant unfairly frustrated

1 Plaintiff's right to enjoy the benefits of the contract (i.e., operating an educational channel on  
2 YouTube's platform).

3 60. **Bad Faith and Arbitrary Enforcement:** Defendant's contradictory decisions and failure  
4 to correct obvious errors upon request—despite having previously approved the same content—  
5 demonstrate a lack of good faith. Defendant's conduct was capricious, arbitrary, and unreasonable.  
6 Even had YouTube performed an actual human review, or if YouTube's Advanced Technologies  
7 were held to be capable of being delegated and holding a "reasonable belief" for contractual  
8 purposes, the termination was in breach of contract. The contractual grounds for termination of a  
9 channel were not met as the channel was at no time in breach of the Terms, and certainly not in  
10 such severe breach as to merit channel termination with no strikes or warnings under the contract  
11 language. Plaintiff performed all required conditions and was never in material breach

12 61. **Resulting Damages:** Plaintiff has suffered damages, including lost goodwill, reputational  
13 harm, lost investment, and the forfeiture of an essential communication channel. Plaintiff also  
14 incurred significant time and expense in reliance on Defendant's stated policies.

### 15 **THIRD CAUSE OF ACTION**

#### 16 **(For Declaratory Relief against Defendant)**

17 62. **Incorporation by Reference:** Plaintiff re-alleges and incorporates by reference 1 through  
18 50 as though fully set forth herein.

19 63. **Actual Controversy: Reasonableness:** An actual, justiciable controversy exists between  
20 Plaintiff and Defendant regarding whether YouTube can satisfy the Terms' "reasonableness"  
21 requirement solely with YouTube AI-driven determinations, especially given the content of  
22 Plaintiff's VIDEO in the context of other video content allowed by YouTube. Plaintiff contends  
23 that "reasonableness" demands at least a good faith independent human-based review and cannot  
24 be delegated entirely to automated processes that both (1) lack explainability and (2) yield  
25 contradictory outcomes. YouTube's Advanced Technologies are simply incapable of determining  
26 "reasonableness", as that would require sentience and humanity, which AI does not have.

27 64. **Actual Controversy: Belief:** An actual, justiciable controversy exists between Plaintiff and  
28 Defendant regarding whether YouTube can satisfy the Terms' "belief" requirement solely with

1 technology-driven determinations. Plaintiff contends that “belief” demands at least an independent  
2 human-based review resulting in an independent belief held by a human — the only species or  
3 reasoning engine capable of holding beliefs after that review. The Advanced Technologies are  
4 simply incapable of “believing” something, as that would require emotions, experience, and  
5 sentience, which they do not have.

6 **65. Declaratory Judgment Requested:** Plaintiff seeks a judicial declaration clarifying that: (a)  
7 A “reasonable belief” or determination of “reasonableness” under YouTube’s Terms requires a  
8 genuine, independent human decision-maker; (b) A “belief” under YouTube’s Terms requires a  
9 living, independent human to develop a belief based on a reasonable level of independent human  
10 investigation; (c) The Terms are breached when automated systems act inconsistently; (d) The  
11 Terms are breached when automated systems can terminate contractual rights with no meaningful  
12 human review; and (e) YouTube lacked and lacks any reasonable belief that Plaintiff’s videos and  
13 channel were at any time non-compliant, but especially after all copies of the VIDEO were  
14 removed.

#### 15 **FOURTH CAUSE OF ACTION**

##### 16 **(For Unfair Competition, Cal. Business & Professions Code § 17200 et seq.)**

17 **66. Incorporation by Reference:** Plaintiff re-alleges and incorporates by reference all  
18 paragraphs 1-50 as though fully set forth herein.

19 **67.** YouTube’s change of its Terms to provide contractual protection to Creators that none of  
20 its competitors offer, while refusing to provide such protection in practice, is an unfair, unlawfully  
21 anti-competitive business act or practice. Furthermore, by promoting that change while knowing  
22 that the change would be ignored, YouTube engaged in false advertising.

23 **68.** Plaintiff suffered economic injury as a result of this practice. *Inter alia*, Plaintiff purchased  
24 thousands of dollars of equipment specifically to create content for Innovation Cafe based on  
25 YouTube’s false promises and representations; spent thousands of dollars promoting his channel  
26 content based on YouTube’s false promises and representations; spent hundreds of hours creating  
27 content for YouTube based on YouTube’s false promises and representations; and was otherwise  
28 economically injured based on based on YouTube’s false promises and representations.

69. YouTube’s practices are substantially injurious to consumers and likely to deceive the public, just as they injured and deceived Plaintiff.

70. As set forth in this Complaint, YouTube’s actions violated the Consumer Legal Remedies Act and California False Advertising Law, among other statutes. Each of those violations independently triggers a UCL violation under the “unlawful” prong, because §17200 “borrows” the violation of any other law as a basis for unfair competition liability.

71. YouTube also breached its contract as well as the covenant of good faith and fair dealing in its contract with Plaintiff, which courts have found can serve as an unlawful act for UCL purposes (since it is actionable wrongfulness in the contractual context).

72. YouTube’s conduct was “unfair” in that it contravenes established public policy and is unethical, oppressive, and injurious to consumers. YouTube wields immense power over Creators’ livelihoods. Terminating a Creator’s revenue stream based on opaque, automated decisions – without a fair opportunity to be heard – offends public policy requiring fair business dealings and transparency (especially given the unequal bargaining power between the platform and individual Creators). This is particularly so because YouTube elected to promote heightened contractual protection provided to Creators even while providing no additional protection in practice. This practice caused substantial injury to Plaintiff and provides no countervailing benefit to consumers or competition that could justify it.

73. YouTube made misleading representations and omissions likely to deceive Creators and the public. YouTube holds itself out as a platform where Creators can express themselves, promote themselves, and/or earn money under clear rules; it encourages Creators to invest time and resources while implying that if they follow the rules, they can build a lasting channel. These representations were misleading because, unbeknownst to Creators, YouTube would enforce its rules in an arbitrary or automated manner, effectively making a Creator’s compliance and continued benefits unpredictable and insecure. Such practices would deceive a reasonable Creator. Plaintiff (and similarly situated Creators) reasonably relied on YouTube’s public statements and guidelines about fair treatment, only to be caught by surprise when YouTube abruptly terminated the channel contrary to those assurances.

1 74. Plaintiff lost money and property as a direct result of these business practices – the  
2 economic value of his channel and subscriber base (a form of intangible property/goodwill), and  
3 any monies expended in reliance on YouTube’s misrepresentations (such as funds spent promoting  
4 the channel and investments in video production geared toward YouTube).

5 75. Plaintiff seeks an injunction under Bus. & Prof. Code § 17203 to prohibit YouTube from  
6 continuing the unfair and unlawful practices described and to require appropriate remedial  
7 measures. This may include an order requiring reinstatement of Plaintiff’s channel (or a  
8 meaningful, human review of the termination) and enjoining YouTube from employing purely  
9 automated enforcement without meaningful human oversight and review and other safeguards, as  
10 such relief would address the wrongful conduct and prevent future harm. Plaintiff also seeks  
11 restitution of any money or property YouTube acquired from him or as a result of its unfair  
12 practices. In particular, YouTube should be ordered to disgorge all revenues or other profits that it  
13 earned from Plaintiff’s channel. Plaintiff is not seeking damages as such, but does seek restoration  
14 of the economic value he has lost to the extent such relief can be characterized as restitutionary.  
15 Additionally, Plaintiff is entitled to recover his costs and attorneys’ fees as permitted by law.

#### 16 **FIFTH CAUSE OF ACTION**

##### 17 **(For False Advertising, Cal. Business & Professions Code § 17500 et seq)**

18 76. **Incorporation by Reference:** Plaintiff re-alleges and incorporates by reference all  
19 preceding paragraphs 1-50 as though fully set forth herein.

20 77. California’s False Advertising Law (Bus. & Prof. Code § 17500) makes it unlawful for any  
21 business to make or disseminate any statement to the public in connection with the sale or  
22 disposition of goods or services that is untrue or misleading and that is known (or reasonably  
23 should be known) to be false or misleading. In short, YouTube cannot lie or deceive in its  
24 advertising or public statements about its product or service.

25 78. YouTube’s advertising of its Creator-safe terms of service, providing Creator protections  
26 far in excess of that required under Section 230, was a substantial factor in Plaintiff’s decision to  
27 utilize YouTube. However, Plaintiff has since learned, as outlined above, that YouTube has  
28 engaged in false and misleading advertising with regard to its platform and services. YouTube’s

1 public communications – including marketing materials, official blog posts, statements by its  
2 executives, and the content on its “YouTube Creator” pages – painted a picture of the platform that  
3 was at odds with reality. YouTube disseminated statements to the public (both prospective  
4 Creators and users) extolling YouTube as a place where Creators could build a business and  
5 express themselves freely as long as they followed clearly defined rules. For instance, YouTube’s  
6 official publications and help center claim that channels will generally receive warnings or strikes  
7 for policy violations and that YouTube supports its Creators’ growth. These representations, taken  
8 as a whole, gave the impression that the YouTube Partner Program is a stable, transparent  
9 opportunity: if a Creator abides by the Community Guidelines and Terms of Service, he can  
10 continue to monetize content and will be treated fairly.

11 79. These advertisements and representations were untrue and/or misleading. First, YouTube  
12 failed to disclose the extent to which it relies on unreliable automated algorithms for critical  
13 enforcement actions. A reasonable Creator would infer from YouTube’s public guidelines that any  
14 termination would be based on actual review and reasonable judgment that a policy was violated  
15 (especially since the Terms use language like “if we believe you have violated our policies”). In  
16 truth, YouTube’s heavy reliance on AI means channels can be terminated without a human ever  
17 forming any belief at all – a material fact that was never revealed. This omission makes YouTube’s  
18 promises of fairness and its description of the termination process misleading by omission. Second,  
19 any explicit statements by YouTube that Creators will be given a chance to correct issues or that  
20 terminations will occur only for severe or repeated violations were false in Plaintiff’s case.  
21 YouTube’s statement of a warnings followed by “three strikes policy,” for example, was not  
22 honored – Plaintiff’s channel was terminated without three strikes (or any strikes or warnings) and  
23 without a proper prior warning, contradicting the advertised practice. Third, YouTube’s promotion  
24 of the platform as a viable way to earn a livelihood can be considered false advertising given  
25 YouTube’s awareness that it could and would cut off even compliant Creators unpredictably. It is  
26 akin to advertising a service as reliable and then delivering a service that is capricious. The public  
27 (including Plaintiff) was likely to be deceived by these representations – and indeed Plaintiff was  
28 misled into believing that if he complied with the rules, he would have the potential for long-term

1 income and platform stability. Plaintiff was injured, including financially, as a result of his  
2 believing this false advertising.

3 80. YouTube either knew or should have known that these advertisements and statements were  
4 misleading. YouTube is fully aware of its internal enforcement practices and the limitations of its  
5 AI moderation. It knew that it was not actually guaranteeing the process it advertised. At a  
6 minimum, YouTube should have known that its statements could mislead Creators like Plaintiff  
7 into a false sense of security about the platform. The inconsistencies between what YouTube said  
8 and what it did are so stark that if YouTube's management did not know, that ignorance would be  
9 negligent given the information in their possession.

10 81. Plaintiff reasonably relied on YouTube's public statements about content enforcement  
11 when he decided to dedicate himself to growing his channel on YouTube (as opposed to other  
12 platforms or endeavors). These statements were a substantial factor in Plaintiff's decision to  
13 continue investing in YouTube – he trusted the platform's promises. Had YouTube's advertising  
14 been truthful (for example, "We reserve the right to ban you at any time, even by mistake, with no  
15 recourse"), Plaintiff would not have invested as he did. As a result of his reliance, Plaintiff suffered  
16 economic injury: in reliance on YouTube's claims, he lost the channel (a piece of property/asset he  
17 built), lost his investment in promoting the channel, and lost the value of the time and opportunity  
18 he gave up. This loss of money and property gives Plaintiff standing under §17500 and §17204.

19 82. Plaintiff seeks an injunction pursuant to Bus. & Prof. Code § 17535 to bar YouTube from  
20 continuing to engage in such false and misleading advertising. The injunction should require  
21 YouTube to correct its public statements – for instance, to clearly disclose its moderation practices,  
22 to clearly disclose that YouTube considers its own terms of service not to be binding on YouTube,  
23 to not misrepresent the security of a Creator's position – and to implement a disclaimer or  
24 improved procedures that align with what is promised to users. Plaintiff also seeks restitution of  
25 any money or property acquired by YouTube through its false advertising.

26 83. Plaintiff furthermore requests costs of suit and any attorneys' fees permitted (for instance,  
27 under the private attorney general statute, Cal. Code Civ. Proc. §1021.5).

28 **SIXTH CAUSE OF ACTION**

1 (For Consumers Legal Remedies Act, Cal. Business & Professions Code § 1750 et seq.)

2 84. **Incorporation by Reference:** Plaintiff re-alleges and incorporates by reference paragraphs  
3 1-50 as though fully set forth herein.

4 85. Plaintiff was a “consumer,” in that he sought YouTube services for personal purposes.  
5 Plaintiff’s creation of Innovation Café served the dual business and personal purposes of (a)  
6 promoting himself as an IP expert and lawyer and obtaining sponsorship or other monetization  
7 pathways, and (b) finding solace from the difficult task of caring for his wife as she navigates stage  
8 four metastatic breast cancer, including via Innovation Cafe as a meaningful outlet to teach others,  
9 particularly in poor countries, how they can improve their lives using IP. At least in this latter use  
10 case, Plaintiff is a consumer for purposes of the Consumers Legal Remedies Act (“CLRA”).

11 86. YouTube’s service is a “service” intended for personal or household use. Per YouTube’s  
12 own support pages, it anticipates being used “in the course of a purely personal or household  
13 activity”.<sup>16</sup> The transaction here was that Plaintiff agreed to use YouTube’s platform under its  
14 terms, contributing content (and attracting ad viewers) in exchange for access to the platform and a  
15 share of ad revenue – a form of service exchange.

16 87. YouTube (a) represented that the services have characteristics or benefits that it does not  
17 have, including at least a human acquiring a reasonable belief in violation of the terms prior to  
18 termination of content or channels [Civ. § 1770(a)(5)]; (b) represented that the terms of service  
19 confer or involves rights, remedies, or obligations that it does not in practice provide [Civ. §  
20 1770(a)(14)]; and (c) inserted an unconscionable provision in the terms of service [Civ. §  
21 1770(a)(19); to the extent that YouTube argues that the contract permits an AI to make  
22 determinations that legally may be made only by humans, it is unconscionable]. This list is  
23 representative and not intended to be exhaustive.

24 88. Plaintiff relied on YouTube’s representations and the overall understanding that if he  
25 complied with the rules, he could continue to operate and grow his channel. This reliance was  
26 reasonable given YouTube’s public statements and the explicit terms in its policies. Plaintiff  
27

28 <sup>16</sup>[https://support.google.com/youtube/answer/9017583?visit\\_id=638750002160463093-2370199649&p=data\\_applicability&rd=1](https://support.google.com/youtube/answer/9017583?visit_id=638750002160463093-2370199649&p=data_applicability&rd=1), retrieved February 12, 2025.

1 suffered damage when those representations proved false: he expended substantial time, effort, and  
2 even money (in Google Ads buys, equipment, marketing, etc.) to develop his channel, all  
3 predicated on YouTube's assurances. The termination of his channel meant that all those  
4 investments were lost. Had Plaintiff known the truth – that YouTube employed an automated  
5 system and/or did not actually require a reasonable belief in a violation prior to termination, either  
6 of which could erroneously terminate his channel without meaningful recourse – he would not  
7 have devoted himself exclusively to the platform or would have taken steps to mitigate his risk.  
8 Thus, YouTube's deceptive practices directly caused Plaintiff's injuries, fulfilling the CLRA's  
9 requirement that the harm result "as a consequence of" the unfair act.

10 89. Plaintiff seeks injunctive relief prohibiting YouTube's unlawful practices, including  
11 requiring YouTube to cease misrepresenting its content moderation process and to implement a  
12 fair and reasonable procedure (with human review) before terminating channels, as well as  
13 reinstating Plaintiff's channel and any additional relief required to undo the damage from the  
14 wrongful termination.

15 90. Injunctive relief is sought, pursuant to Civ. Code, § 1782(d). It is plaintiff's hope that upon  
16 review by a human – in this case, counsel, Defendant will recognize and rectify the situation. If the  
17 parties are unable to reach agreement, it is Plaintiff's intent to seek damages via amendment as  
18 provided for by Civ. Code, § 1782.

19 91. The CLRA provides that a prevailing plaintiff shall be awarded reasonable attorney's fees  
20 and court costs (Cal. Civ. Code § 1780(e)). Plaintiff requests an award of fees and costs incurred in  
21 prosecuting this action, as YouTube's CLRA violations have forced him to seek legal redress.

22  
23  
24 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

25 **On the First Cause of Action (Breach of Contract):**

26 A. For compensatory damages in an amount according to proof at trial;

27 B. For specific performance, reinstating Plaintiff's channels without any penalty

28 (which requires treating the channel at least as well as other channels with

1 compliant content and no history of content violations, including without  
2 limitation a prohibition on shadow banning);

3 C. For injunctive relief requiring a genuine human review of Plaintiff's channels and  
4 compliance with the Terms prior to taking any action against the channels or  
5 videos hosted thereon;

6  
7 D. For any other relief deemed just and appropriate.

8 **On the Second Cause of Action (Breach of the Implied Covenant):**

- 9 A. For damages, including but not limited to lost goodwill and out-of-pocket expenses, in an  
10 amount according to proof;
- 11 B. For equitable relief as the Court may deem proper to restore Plaintiff's channel or otherwise  
12 rectify the harm caused by Defendant's bad faith.

13  
14 **On the Third Cause of Action (Declaratory Relief):**

- 15 A. For a judicial declaration consistent with the allegations herein, clarifying that  
16 "reasonableness" and "belief" necessitate human judgment; and that Defendant at no time  
17 possessed or can now possess a reasonable belief that Plaintiff's channel was or is non-  
18 compliant;
- 19 B. For a judicial declaration that where the YouTube Terms of Service require something to be  
20 "reasonable", that requirement cannot be satisfied unless, at a minimum, a human working  
21 for YouTube holds a fully informed, independently developed, and good faith belief that a  
22 thing is "reasonable" based on an actual review by the human of the materials at issue;
- 23  
24 C. For a judicial declaration that where the YouTube Terms of Service require a "belief" to be  
25 held, that requirement cannot be satisfied unless a human working for YouTube holds a fully  
26 informed, independent, and good faith belief in the thing as to which a "belief" is required  
27 based on an actual review by the human of the materials at issue.
- 28 D. For attorneys' fees, costs, and such further relief as the Court deems just, equitable, and

proper.

**On the Fourth Cause of Action (Unfair Business Practices):**

- A. For an injunction under Bus. & Prof. Code § 17203 to prohibit YouTube from continuing the unfair and unlawful practices described and to require appropriate remedial measures. This may include an order requiring reinstatement of Plaintiff's channel (or a meaningful review of the termination) and enjoining YouTube from employing purely automated enforcement without meaningful human oversight and review and other safeguards, as such relief would address the wrongful conduct and prevent future harm.
- B. For restitution of any money or property YouTube acquired from him or as a result of its unfair practices. In particular, YouTube should be ordered to disgorge all revenues or other profits that it earned from Plaintiff's channel.
- C. Plaintiff is entitled to recover his costs and attorneys' fees as permitted by law.

**On the Fifth Cause of Action (False Advertising)**

- A. For an injunction pursuant to Bus. & Prof. Code § 17535.
- B. For attorneys' fees and costs as provided for by law, including without limitation Cal. Code Civ. Proc. §1021.5.
- C. For such damages as Plaintiff may prove at trial.

**On the Sixth Cause of Action (CLRA):**

- A. [Reserved for damages demand if added upon amendment pursuant to Civ. Code, § 1782.]
- B. For injunctive relief prohibiting YouTube's unlawful practices, including requiring YouTube to cease misrepresenting its content moderation process and to implement a fair and reasonable procedure (with human review) before terminating channels, as well as reinstating Plaintiff's channel and any additional relief required to undo the damage from the wrongful termination.
- C. [Reserved for punitive damages demand if added upon amendment pursuant to Civ. Code, § 1782.].

1 D. For reasonable attorney's fees and court costs (Cal. Civ. Code § 1780(e)).

2 **On All Causes of Action:**

3 A. Recovery of attorneys' fees to the extent permitted by law or contract.

4 **VII. DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury on all causes of action so triable.

6  
7  
8  
9  
10 Dated: June 12, 2025

11  
12 By: /s/ **Gary Shuster**  
13 GARY SHUSTER

14  
15  
16  
17 **EXHIBIT A**

1 YouTube Videos Live as of January 3, 2025.

2 This exhibit describes YouTube Videos Live as of January 3, 2025. We note that none of the  
3 videos – even those with extended close-ups of unclothed genitalia – have the mandatory 18 U.S.C.  
4 § 2257 statement, a statement required by federal law to address sexual exploitation of children by  
5 mandating record-keeping and a statement as to where the records may be found. As a result, it is  
6 impossible to determine whether any of the nudity in the videos below involve minors.

7 Screenshots are not provided with each example but are available.

8 [https://www.youtube.com/watch?v=Zz7Y\\_u5QjqE](https://www.youtube.com/watch?v=Zz7Y_u5QjqE) (exposed labia).

9 <https://www.youtube.com/watch?v=QvsSVd5yJqQ> (highly sheer white garment with full labia  
10 majora are visible, and is visible though slightly obscured by shadow).

11 <https://www.youtube.com/watch?v=d2J0Lnr0wq8> (actual use of sex toy).

12 <https://www.youtube.com/watch?v=cnVFR0P48TQ> (strip poker, nude women, self-described as  
13 “a whole lot of sexy”).

14 [https://www.youtube.com/watch?v=V\\_-4freIuco](https://www.youtube.com/watch?v=V_-4freIuco) (full frontal nudity).

15 <https://www.youtube.com/watch?v=EhpEZPqRpyE> (full frontal nudity with multiple female  
16 models).

17 <https://www.youtube.com/watch?v=UJyp6jgmnSQ> (masturbation, full frontal nudity, woman  
18 spitting out semen; graphic sex; fully nude sex).

19 <https://www.youtube.com/watch?v=aDQKjmWkuhk> (Out of context nudity in indigenous  
20 communities).

21 <https://www.youtube.com/watch?v=4Q-e6QIW3RI> (actual use of sex toy).

22 <https://www.youtube.com/watch?v=P5IOjhN-Xk> (titled “The Shocking History of  
23 Pornography”, unblurred oral sex in an engraving; unblurred sadomasochistic nudity in an  
24 engraving; additional similar content).

25 <https://www.youtube.com/watch?v=tgoasgK-4TE> (titled “Kinky History: The History of  
26 Rimming; at 7:54 there is an unblurred image of a woman approaching a half-animal, half-  
27 human’s rectum to “rim” it).

28 <https://www.youtube.com/watch?v=yu9wbUmUldU> (lists, without blurring, the URLs  
“xvideos.com” and “pornhub.com”).

<https://www.youtube.com/watch?v=cFYXkG4YlhQ> (titled “How the porn industry influences  
tech innovations I From videotapes to deepfakes” with large amount of blurred  
pornography).

<https://www.youtube.com/watch?v=mFySAh0g-MI> (ad with only partial blurring showing a  
woman with legs spread and behind her ears, genitalia blurred, with instructions for how a  
person could be part of “fuck a fan”, having sex with the model.)

<https://www.youtube.com/watch?v=1-yBY72gfeK> (titled “Pornography The Secret History Of  
Civilization”, full frontal nudity, ball gag, ejaculating penis).

<https://www.youtube.com/watch?v=pcwlsVBPe-M> (gratuitous unclothed female breasts  
throughout).

<https://www.youtube.com/shorts/HX1hphZW77A> (close-in image of female pubic area cutting  
off right above the labia).

[https://www.youtube.com/watch?v=xjhS3Nb\\_kJg](https://www.youtube.com/watch?v=xjhS3Nb_kJg) ( multiple nude views of women with no  
blurring.).

<https://www.youtube.com/watch?v=cINVV18E5II> (significant amounts of nudity, pinching  
nipples).

<https://www.youtube.com/watch?v=HbPiWP-fwI0> (titled “April Morning (Erotic Film) by Carlo Armendariz”, near constant unclothed female breasts and full female nudity).  
<https://www.youtube.com/watch?v=rqGPsqvNXIU> (shows an anime teenager wearing a schoolgirl skirt pulled up over her waist, wagging her posterior back and forth while providing a very clear view of both her anus and her labia).  
<https://www.youtube.com/watch?v=jQ53SCxnkO8> (anime female, with an apparent age in the mid-teens (perhaps 13 to 15 years old), visible naked breasts and visible, hairless, naked, labia).  
<https://www.youtube.com/watch?v=Z4ByvHnypHc> (female’s genitalia are clearly visible through an extremely sheer dress).  
<https://www.youtube.com/watch?v=eLxS2-PeVYI> (close-up of labia during nearly entire video).  
<https://www.youtube.com/watch?v=NOicfKHAIEE> (very clear view of the performer’s outer labia).  
<https://www.youtube.com/watch?v=b-dggv8FmBA> (labia are clearly visible).

Additional videos live as of June 12, 2025:

<https://www.youtube.com/watch?v=awQ6hP9ZeTQ> (full nudity, extreme close up on labia)  
[https://www.youtube.com/watch?v=p\\_5c49EDvdU](https://www.youtube.com/watch?v=p_5c49EDvdU) (full nudity, clear view of genitals)  
<https://www.youtube.com/watch?v=mw6l1Xcj7n8> (full nudity, clear and lengthy view of labia)  
<https://www.youtube.com/watch?v=iGCCesIJdSA> (lengthy closeup views of anus and labia)  
<https://www.youtube.com/watch?v=5kgLHh3jThY> (clear, lengthy view of labia)

There are numerous pages on Reddit that document nudity and worse on YouTube, including:

<https://www.reddit.com/r/youtubenaked/>  
<https://www.reddit.com/r/youtubepussy/>  
<https://www.reddit.com/r/pornonyoutube/>  
<https://www.reddit.com/r/YoutubeDicks/>  
<https://www.reddit.com/r/BannedYoutube/>  
<https://www.reddit.com/r/youtubetitties/> and  
<https://www.reddit.com/r/ytnsfw/> (note: in January, 2025, each of these pages listed

numerous active YouTube pages with the content referenced in the URL title).

Significant numbers of additional similar videos are found on YouTube, but listing them would be unnecessarily repetitive.