

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

Lorenzo Adams v. Google LLC

Adams v. Google · No. 5:25-cv-05020-EJD · Decided October 20, 2025

SUMMARY

The United States District Court for the Northern District of California grants Google LLC’s Rule 12(b)(6) motion to dismiss Lorenzo Adams’s claims concerning the termination of his YouTube channel. The court holds that the claims are barred by claim preclusion and issue preclusion because Adams previously litigated the same dispute against Google in California Small Claims Court. The action is dismissed without leave to amend, and the Clerk is directed to close the case.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Edward J. Davila
JURISDICTION	United States District Court for the Northern District of California
DECIDED	October 20, 2025
DOCKET	5:25-cv-05020-EJD
DISPOSITION	dismissed
PROCEDURAL POSTURE	Plaintiff filed an action alleging that Google violated the parties' Terms of Service by terminating his YouTube account. Google moved to dismiss under Federal Rule of Civil Procedure 12(b)(6), asserting claim preclusion and issue preclusion.
STANDARD OF REVIEW	On a Rule 12(b)(6) motion, the court accepts well-pleaded factual allegations as true and construes the pleadings in the light most favorable to the nonmoving party, but need not accept legal conclusions couched as factual allegations. Pro se pleadings are construed under a less stringent standard but must still provide sufficient notice of the alleged wrongdoing and entitlement to relief.
PRECEDENTIAL VALUE	unpublished district court order; precedential status unknown
PARTIES	Lorenzo Adams v. Google LLC

TOPICS

motions to dismiss

res judicata

civil procedure

breach of contract

commercial litigation

PRACTICE AREAS

civil procedure

contracts

commercial litigation

QUESTIONS PRESENTED

1. Whether Adams's federal claims were barred by claim preclusion because they arose from the same transactional nucleus of facts as his prior small-claims action, which resulted in a final judgment on the merits between the same parties.
2. Whether the issue of whether Google's termination of Adams's YouTube channel violated the Terms of Service was barred by issue preclusion because it was identical to an issue actually litigated and necessarily decided in the prior small-claims action.
3. Whether dismissal should be granted without leave to amend because the pleading could not possibly be cured by alleging additional facts.

HOLDINGS

1. Claim preclusion barred Adams's claims because the federal action involved the same claims arising from the same transactional nucleus of facts, the prior small-claims action ended in a final judgment on the merits, and the parties were identical.
2. Issue preclusion barred Adams from relitigating whether Google's termination of the NerdBallerTV channel violated the Terms of Service because the issue was identical in both proceedings, actually litigated and decided, subject to a full and fair opportunity to litigate, and necessary to the prior judgment.
3. Dismissal without leave to amend was appropriate because Adams's claims were barred by claim preclusion and issue preclusion, and the pleading could not possibly be cured by alleging additional facts.

KEY QUOTATIONS

“Claim preclusion under federal law applies when three elements are met: “(1) an identity of claims, (2) a final judgment on the merits, and (3) privity between parties.”” (at 3)

“Issue preclusion, also known as collateral estoppel, “is designed to bar[] successive litigation of an issue of fact or law actually litigated and resolved in a valid court determination.”” (at 3)

“Because the Court finds Adams’s claims barred under the doctrines of claim preclusion and issue preclusion, the Court need not reach these arguments.” (at 4)

FACTUAL BACKGROUND

Adams owned the NerdBallerTV YouTube channel and alleged that Google terminated it after issuing three strikes for violations of YouTube's Community Guidelines. He claimed that two strikes lacked URLs identifying the allegedly offending content, preventing him from meaningfully challenging them, and alleged lost

sponsorship income. Adams previously brought a California small-claims action concerning the same termination, and that court entered judgment on the merits finding that Google complied with its Terms of Service. He subsequently filed this federal action based on the same three strikes and termination.

PROCEDURAL HISTORY

Adams previously sued Google in California Small Claims Court based on the termination of the same YouTube channel. The Small Claims Court entered a final judgment on the merits against Adams, finding that Google complied with its Terms of Service. Adams then filed this federal action alleging substantially the same facts and seeking damages. The district court granted Google's motion to dismiss without leave to amend and ordered the Clerk to close the case.

DISPOSITION

dismissed

CASES CITED

- Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009)
- Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)
- Manzarek v. St. Paul Fire & Marine Ins. Co., 519 F.3d 1025, 1031 (9th Cir. 2008)
- Erickson v. Pardus, 551 U.S. 89 (2007) (per curiam)
- Estelle v. Gamble, 429 U.S. 97, 106 (1976)
- Brazil v. U.S. Dep't of Navy, 66 F.3d 193, 199 (9th Cir. 1995)
- Lopez v. Smith, 203 F.3d 1122, 1127 (9th Cir. 2000) (en banc)
- Tahoe-Sierra Pres. Council, Inc. v. Tahoe Reg'l Plan. Agency, 322 F.3d 1064, 1077-78 (9th Cir. 2003)
- Stratosphere Litig. L.L.C. v. Grand Casinos, Inc., 298 F.3d 1137, 1143 n. 3 (9th Cir. 2002)
- U.S. ex rel. Barajas v. Northrop Corp., 147 F.3d 905, 909 (9th Cir. 1998)
- Pitzen v. Superior Ct., 120 Cal. App. 4th 1374, 1381 (2004)
- Paulo v. Holder, 669 F.3d 911, 918 (9th Cir. 2011)
- Howard v. City of Coos Bay, 871 F.3d 1032, 1041 (9th Cir. 2017)
- Pitzen v. Superior Ct., 120 Cal. App. 4th 1374, 1386 (2004)

OPINION

1 2 3 4 UNITED STATES DISTRICT COURT 5 NORTHERN DISTRICT OF CALIFORNIA 6
SAN JOSE DIVISION 7 8 LORENZO ADAMS, Case No. 5:25-cv-05020-EJD 9 Plaintiff,
ORDER GRANTING MOTION TO DISMISS 10 v. 11 GOOGLE LLC, Re: Dkt. No. 10
Defendant. 12 13 Pro se Plaintiff Lorenzo Adams (“Adams”) brings this action against Defendant
Google 14 LLC (“Google”) alleging that Google terminated his YouTube account in violation of
the parties’ 15 Terms of Service (“Terms”).

Compl., ECF No. 1-1. Before the Court is Google’s motion to 16 dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6). Mot., ECF No. 10. Google argues 17 that Adams’s claims are barred under the doctrines of claim preclusion and issue preclusion. Id. 18 This motion is fully briefed. Opp’n, ECF No. 13; Reply, ECF No. 19. 19 After careful review of the relevant documents, the Court finds this matter suitable for 20 decision without oral argument pursuant to Local Rule 7-1(b).

For the reasons explained below, 21 the Court GRANTS Google’s motion to dismiss without leave to amend. 22 I. BACKGROUND 23 On December 27, 2024, Adams filed a complaint with the Small Claims Court against 24 Google, alleging that “YouTube suspended [his] channel without identifying the specific URL 25 allegedly in violation of their Terms of Service.” Small Claims Complaint, ECF No. 10-3, at 3; 26 Summary of Key Facts, ECF No. 10-2, at 83.

Adams alleged that he owned a YouTube channel 27 called NerdBallerTV, and he earned an income from this channel through sponsorships. Summary 1 of Key Facts, ECF No. 10-2, at 83. YouTube cancelled Adams’s account after issuing him three 2 strikes for violating its Community Guidelines, pursuant to its three-strike policy. Id. The final 3 strike was issued on March 11, 2024.

Id. In the past, Adams had successfully appealed eleven 4 prior strikes by arguing that the content in the URL cited in the strike notice did not actually 5 violate YouTube’s policies. Id. But here, the second and third strikes did not include the URL to 6 the post that allegedly violated the policies, so Adams could not meaningfully challenge the 7 strikes.

Id. Adams tried to resolve the issue with appeals and in person communication at Google 8 offices, but he could not reach a resolution. Small Claims Complaint, ECF No. 10-3, at 4. Adams 9 alleged that he lost approximately \$200,000 in income from YouTube’s cancellation of 10 NerdBallerTV, but he sought only \$12,500, the maximum amount allowed in Small Claims Court.

11 Id. On March 19, 2025, the Small Claims Court entered a final judgment on the merits against 12 Adams, stating that Google “complied with its Terms of Service when it permanently suspended 13 [Adams’s] channel.” Small Claims Judgment, ECF No. 10-3. 14 Approximately three months later, Adams filed this case, alleging the same facts. See 15 Compl. Adams alleges here that Google improperly terminated his YouTube channel 16 NerdBallerTV in violation of the Terms.

Id. His complaint describes receiving three strikes on 17 December 26, 2023, February 5, 2024, and March 11, 2024, for allegedly violating the 18 Community Guideline’s sex and nudity policy. Id. Adams similarly alleges that two of the strikes 19 did not include the URLs, so he could not correct the issue with YouTube prior to his termination. 20 Id. Adams now seeks \$100,000 in financial damages for lost sponsorships resulting from the 21 termination of his account, alleging that these facts give rise to four causes of action: breach of the 22 implied covenant of good faith

and fair dealing; negligent enforcement and misrepresentation; 23 wrongful termination; and financial damages from business interruption.

Id. 24 II. LEGAL STANDARD 25 “To survive a motion to dismiss, a complaint must contain sufficient factual matter, 26 accepted as true, to ‘state a claim to relief that is plausible on its face.’” *Ashcroft v. Iqbal*, 556 27 U.S. 662, 678 (2009) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 570 (2007)). A plaintiff 1 must “plead[] factual content that allows the court to draw the reasonable inference that the 2 defendant is liable for the misconduct alleged,” which requires “more than a sheer possibility that 3 a defendant has acted unlawfully.” Id. The Court must “accept factual allegations in the 4 complaint as true and construe the pleadings in the light most favorable to the nonmoving party.” 5 *Manzarek v. St. Paul Fire & Marine Ins.*

Co., 519 F.3d 1025, 1031 (9th Cir. 2008). However, 6 courts “are not bound to accept as true a legal conclusion couched as a factual allegation.” *Iqbal*, 7 556 U.S. at 678. 8 Pro se pleadings are held to a less stringent standard than those drafted by lawyers. 9 *Erickson v. Pardus*, 551 U.S. 89 (2007) (per curiam) (quoting *Estelle v. Gamble*, 429 U.S. 97, 106 10 (1976)).

But still, even pro se pleadings “must meet some minimum threshold in providing a 11 defendant with notice of what it is that it allegedly did wrong” and how they are entitled to relief. 12 *Brazil v. U.S. Dep’t of Navy*, 66 F.3d 193, 199 (9th Cir. 1995). 13 If the court concludes that a Rule 12(b) (6) motion should be granted, the “court should 14 grant leave to amend even if no request to amend the pleading was made, unless it determines that 15 the pleading could not possibly be cured by the allegation of other facts.” *Lopez v. Smith*, 203 16 F.3d 1122, 1127 (9th Cir.

2000) (en banc) (quotation omitted). 17 III. DISCUSSION 18 The Court finds that Adams’s claims are precluded under the doctrines of claim preclusion 19 and issue preclusion. 20 Claim preclusion under federal law applies when three elements are met: “(1) an identity of 21 claims, (2) a final judgment on the merits, and (3) privity between parties.” *Tahoe-Sierra Pres.*

22 *Council, Inc. v. Tahoe Reg’l Plan. Agency*, 322 F.3d 1064, 1077 (9th Cir. 2003) (internal quotation 23 marks omitted) (quoting *Stratosphere Litig. L.L.C. v. Grand Casinos, Inc.*, 298 F.3d 1137, 1143 n. 24 3 (9th Cir. 2002)). 25 The Court finds all three elements satisfied here.

First, “[i]dentity of claims exists when 26 two suits arise from ‘the same transactional nucleus of facts.’” Id. at 1078. This includes any 27 claims that “could have been brought” in the action, regardless of whether they “were actually 1 pursued.” *U.S. ex rel. Barajas v. Northrop Corp.*, 147 F.3d 905, 909 (9th Cir. 1998).

The Court 2 finds that Adams’s complaints both here and in the Small Claims Court arise from the same 3 transactional nucleus of facts—both cases concern the termination of Adams’s NerdBallerTV 4 channel based on the same three strikes.

Second, the Small Claims Court issued a final judgment 5 on the merits, and Small Claims Court judgments have the same preclusive effect as any other 6 California judgment. *Pitzen v. Superior Ct.*, 120 Cal. App. 4th 1374, 1381 (2004) (“It is well 7 established that the claim preclusion aspect of the doctrine of res judicata applies to small claims 8 judgments.”).

Third, the parties are more than privy—they are identical. 9 Issue preclusion, also known as collateral estoppel, “is designed to bar[] successive 10 litigation of an issue of fact or law actually litigated and resolved in a valid court determination.” 11 *Paulo v. Holder*, 669 F.3d 911, 918 (9th Cir. 2011) (internal quotation marks omitted). “The party 12 asserting issue preclusion must demonstrate: (1) the issue at stake was identical in both 13 proceedings; (2) the issue was actually litigated and decided in the prior proceedings; (3) there was 14 a full and fair opportunity to litigate the issue; and (4) the issue was necessary to decide the 15 merits.” See *Howard v. City of Coos Bay*, 871 F.3d 1032, 1041 (9th Cir.

2017) (internal quotation 16 marks omitted). 17 The Court also finds all four elements of issue preclusion satisfied. First, the issue at stake 18 is the same in both proceedings—whether YouTube’s termination of NerdBallerTV violated its 19 Terms.

Second, this issue was actually litigated in Small Claims Court and decided on the merits. 20 See *Pitzen*, 120 Cal. App. 4th, at 1386 (discussing small claims court judgments and issue 21 preclusion). Third, there are no arguments that there was not a full and fair opportunity to litigate 22 the issue in the Small Claims Court. 1 And finally, the issue was necessary to decide the merits of 23 that case.

24 25 1 Adams only argues in his opposition that he alleges facts sufficient to state claims for breach of 26 the implied covenant of good faith and fair dealing, negligent enforcement and misrepresentation, wrongful termination, and financial damages from business interruption.

Because the Court finds 27 Adams’s claims barred under the doctrines of claim preclusion and issue preclusion, the Court need not reach these arguments. 1 Accordingly, the Court GRANTS Google’s motion to dismiss. Given that Adams’s claims 2 are barred under the doctrines of claim preclusion and issue preclusion, the Court finds that “the 3 pleading could not possibly be cured by the allegation of other facts.” *Lopez*, 203 F.3d at 1127.

4 || The Court therefore dismisses this case without leave to amend. 5 || IV. CONCLUSION 6 Based on the foregoing, the Court GRANTS Google’s motion to dismiss. The Clerk of 7 Court shall close this matter. 8 IT IS SO ORDERED. 9 Dated: October 20, 2025 10 11 EDWARD J. DAVILA 12 United States District Judge © 15 16 = 17 Z 18 19 20 21 22 23 24 25 26 27 28 || Case No.: 5:25-cv-05020-EJD ORDER GRANTING MOTION TO DISMISS

