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Attorney for Plaintiff
GEMINI DATA, INC.

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
(SAN FRANCISCO DIVISION)**

GEMINI DATA, INC., a Delaware corporation,

Plaintiff,

v.

GOOGLE LLC, a Delaware limited liability company; and DOES 1-10, inclusive,

Defendants.

Case No.

**PLAINTIFF GEMINI DATA, INC.’S
COMPLAINT FOR**

- 1. FEDERAL TRADEMARK INFRINGEMENT (LANHAM ACT 15 U.S.C. § 1114(1)-(2));**
- 2. FALSE DESIGNATION OF ORIGIN AND UNFAIR COMPETITION (LANHAM ACT 15 U.S.C. § 1125);**
- 3. TRADEMARK INFRINGEMENT AND UNFAIR COMPETITION (COMMON LAW);**
- 4. UNFAIR COMPETITION (CAL. BUS. & PROF. CODE § 17200, *ET SEQ.*);**

JURY TRIAL DEMANDED

1 Plaintiff Gemini Data, Inc. (“Plaintiff” or “Gemini Data”), by and through its
2 attorney, hereby alleges for its Complaint against Google LLC (“Google”) and DOES
3 1-10 (together with Google, the “Defendants”), and states as follows:

4 **NATURE OF THE ACTION**

5 1. Gemini Data was founded in 2013 with a mission to redefine how data
6 from disparate sources is accessed and analyzed to rapidly create meaningful insights.
7 As part of its unique mission, Gemini Data developed Artificial Intelligence (“AI”)
8 software that allows non-technical users to easily connect data sources and generate
9 insights using natural language queries. As a small company, Gemini Data has spent
10 more than a decade investing effort, time, and capital in developing a unique AI-
11 enabled platform to help companies query, using natural language, both internal and
12 external data to solve problems and gain business insights. To distinguish itself in the
13 marketplace, Gemini Data branded its business and AI tools with the name
14 “GEMINI.”

15 2. Through years of developing, testing, and perfecting the “GEMINI” tools
16 and expending significant resources in marketing and promoting its brand, Gemini
17 Data today offers its suite of AI tools to companies globally.

18 3. To protect its significant investment in its growing business and to avoid
19 potential confusion, Gemini Data promptly secured trademark and service mark
20 registrations for its “GEMINI” brand with the U.S. Patent and Trademark Office
21 (“USPTO”). Gemini Data has also been monitoring the marketplace in an effort to
22 protect its exclusive right to use of the “GEMINI” brand.

23 4. Given the significant benefits afforded by its suite of products, the overall
24 explosion of interest in AI tools such as Gemini Data’s, and the compelling
25 “GEMINI” branding developed by the company, Gemini Data began to experience
26 traction in the expanding marketplace for tools that allow you to query massive data
27 sets using natural language. Unfortunately, on February 8, 2024, without any
28 authorization by Gemini Data, Google publicly announced a re-branding of its BARD

1 AI chatbot tool to “GEMINI.” As a sophisticated company, Google undoubtedly
2 conducted a trademark clearance search prior to publicly re-branding its entire line of
3 AI products, and thus was unequivocally aware of Gemini Data’s registered and
4 exclusive rights to the “GEMINI” brand. Yet, Google made the calculated decision to
5 bulldoze over Gemini Data’s exclusive rights without hesitation.

6 5. Google boldly attempted to secure a trademark registration for the
7 “GEMINI” mark with the USPTO. However, as it should have expected, Google’s
8 application was *refused* based on, *inter alia*, a likelihood of confusion with Gemini
9 Data’s prior registered rights to the “GEMINI” marks in connection with AI tools.
10 Yet, this still did not stop Google.

11 6. On information and belief, Google switched gears with the understanding
12 that it could no longer pretend to be unaware of Gemini Data’s registered rights to the
13 “GEMINI” brand. Shortly after the USPTO refusal was issued, Gemini Data was
14 contacted by an “anonymous” entity regarding the possibility of acquiring rights to the
15 “GEMINI” brand. After some back and forth, Gemini Data ultimately suspected that
16 the anonymous entity was acting on behalf of Google and ceased contact with the
17 other party.

18 7. Despite Google’s *actual* knowledge of Gemini Data’s registered rights to
19 the “GEMINI” mark, a refusal by the USPTO of Google’s “GEMINI” application, and
20 a refusal to sell Gemini Data’s brand (purportedly to Google), Google has
21 unapologetically continued to use the “GEMINI” brand to market and promote its AI
22 tools.¹

23 8. While Gemini Data does not hold a monopoly over the development of
24 generative AI tools, it does have *exclusive* rights to the “GEMINI” brand for AI tools.
25 Gemini Data took all the steps to ensure it created a unique brand to identify its AI
26 tools and to subsequently protect that brand. Yet, Google has unabashedly wielded its
27

28 ¹ In an almost laughable example of Google’s hubris, if you ask Google’s Gemini application if it is aware that it is
infringing upon the trademark of Gemini Data Inc., it responds “Yes” and that “[i]t’s a developing situation.” See
[Exhibit A](#) attached hereto for a screenshot of the question and answer from August 21, 2024.

1 power to rob Gemini Data of its cultivated brand. Assuming a small company like
2 Gemini Data would not be in a position to challenge a corporate giant wielding
3 overwhelming power, Google continues to knowingly and willfully infringe on
4 Gemini Data's rights, seemingly without remorse.

5 9. Gemini Data now seeks relief from this Court for an injunction, monetary
6 relief, and other relief for claims against Defendants for: (i) violations of federal law,
7 15 U.S.C. §§ 1114 and 1125, for trademark infringement, false designation of origin
8 and unfair competition; (ii) violations of common law for trademark infringement and
9 unfair competition; and (iii) violations of state law, Cal. Bus. & Prof. Code § 17200,
10 *et seq.*, for unfair competition.

11 **PARTIES**

12 10. Plaintiff Gemini Data is, and at all relevant times was, a corporation duly
13 organized and existing under the laws of the State of Delaware, with its principal
14 place of business in San Francisco, California.

15 11. Defendant Google is, and at all relevant times was, a limited liability
16 company duly organized and existing under the laws of the State of Delaware, with its
17 principal place of business in Mountain View, California.

18 12. Plaintiff is ignorant of the true names and capacities of the Defendants
19 sued herein as DOES 1 through 10, inclusive, and therefore sue said Defendants by
20 said fictitious names. Plaintiff will amend this Complaint to allege their true names
21 and capacities when ascertained. Plaintiff is informed and believes and thereupon
22 alleges that each of the fictitiously named Defendants are responsible in some manner
23 for the occurrences herein alleged and that Plaintiff's damages were proximately
24 caused thereby. Plaintiff is informed and believes, and thereupon alleges, that at all
25 relevant times herein, each of the DOE Defendants and the named Defendants were
26 the agents and/or employees of one or more of the other Defendants, were acting
27 within the course and scope of said agency and/or employment, and/or aided and
28 abetted or are otherwise responsible or vicariously liable for one or more of the other

1 Defendants in committing the wrongful acts herein alleged.

2 13. Plaintiff is informed and believes, and thereupon alleges, that
3 Defendants, and each of them, conspired and agreed among themselves to do the acts
4 complained of herein and were, in doing the acts complained of herein, acting
5 pursuant to said conspiracy, and that each Defendant sued herein is jointly and
6 severally responsible and liable to Plaintiff for the damages alleged herein.

7 14. At all relevant times, Defendants transacted business within the Northern
8 District of California.

9 **JURISDICTION AND VENUE**

10 15. The Court has exclusive subject matter jurisdiction over this case
11 pursuant to 15 U.S.C. §§ 1114 and 1125 because claims herein arise out of federal
12 trademark laws as codified in 15 U.S.C. §§ 1114 and 1125 (i.e., federal trademark
13 infringement, false designation of origin and unfair competition). This Court also has
14 supplemental jurisdiction over Gemini Data's claims arising under common law or the
15 laws of the State of California pursuant to 28 U.S.C. § 1367(a) because the claims are
16 so related to Gemini Data's federal law claims that they form part of the same case or
17 controversy and derive from a common nucleus of operative facts.

18 16. Venue is proper in this district under 28 U.S.C. §§ 1391(b) and (c).

19 17. The Court has personal jurisdiction over each Defendant because in
20 committing the acts alleged herein, Defendants purposefully availed themselves of
21 California's jurisdiction by, among other things, regularly or intentionally doing
22 business in California, and specifically within this District. The wrongful acts and
23 their harmful effects have knowingly occurred in this District and arise directly out of
24 or are sufficiently related to Defendants' contacts to California to exercise personal
25 jurisdiction over each Defendant in accordance with due process.

GENERAL ALLEGATIONS

A. Plaintiff Gemini Data’s Business, Product and Intellectual Property

18. Gemini Data was founded in 2013 with a mission to redefine how data from disparate sources is accessed and analyzed to create meaningful insights rapidly.

19. Gemini Data has developed an AI-enabled platform to help companies query, using natural language, both internal and external data to solve problems and gain business insights.

20. To distinguish itself in the marketplace, Gemini Data branded its business and AI tools under the name “GEMINI”.

21. Gemini Data spent years investing effort, time, and capital in developing this unique generative AI platform.

22. Through years of developing, testing, and perfecting its AI tools, Gemini Data today offers its suite of AI tools to companies globally.

23. To protect its significant investment in its growing business, Gemini Data promptly secured the following trademark and service mark registrations for its “GEMINI” brand with the USPTO (collectively, the “GEMINI Marks”):

Mark	Reg. No.	Reg. Date	Class + Goods/Services
	6389900	06/15/2021	<p><u>Class 09</u>: Recorded computer software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production.</p> <p><u>Class 42</u>: Software as a service (SaaS) services featuring software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production.</p>

Mark	Reg. No.	Reg. Date	Class + Goods/Services
	6380947	06/08/2021	<p><u>Class 09</u>: Recorded computer software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production.</p> <p><u>Class 42</u>: Software as a service (SaaS) services featuring software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production.</p>

See **Exhibit B** attached hereto for a true and correct copy of the U.S. Certificates of Registration for the GEMINI Marks. The GEMINI Marks are valid, subsisting and conclusive evidence of Gemini Data's exclusive right to use the GEMINI Marks in connection with AI tools and those goods and services within the zone of natural expansion.

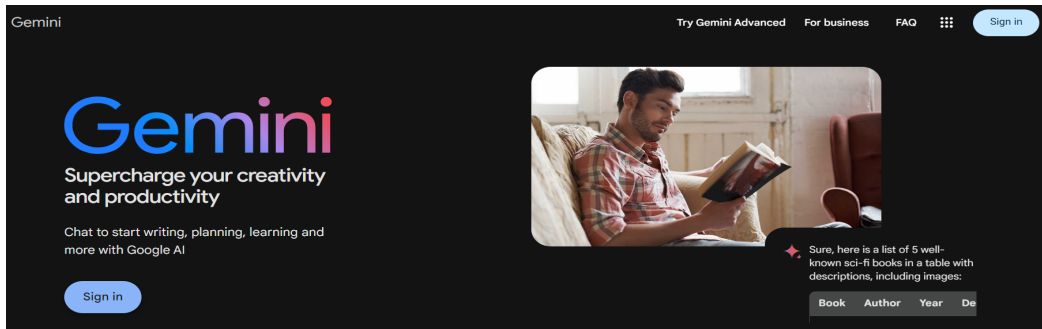
24. Gemini Data has expended large sums of money in developing, advertising and promoting its AI tools bearing the GEMINI Marks throughout the United States.

25. Continuously and without interruption, beginning at least as early as June 1, 2011 (for the Class 09 goods) and July 17, 2019 (for the Class 42 services), Gemini Data has expended a great deal of time, effort, and capital in the promotion of the GEMINI Marks.

26. As a direct result of these efforts, the relevant consuming public unequivocally recognizes and associates AI tools bearing the GEMINI Marks as connected with or offered by Gemini Data.

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Example 1:



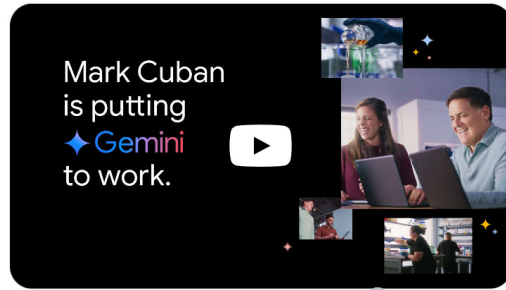
Example 2:

Bring your best ideas to life with Gemini for Google Workspace

Gemini is the AI-powered assistant from Google, built right into Gmail, Docs, Sheets, and more, with enterprise-grade security and privacy.

[Get started](#) [Contact sales](#)

To get Gemini for Google Workspace, you need an existing Workspace plan.



Hi there 🙋 What

Example 3:

Organizations are using Gemini to move faster and be more productive

Uber

“Gemini for Google Workspace helps us save time on repetitive tasks, frees up developers for higher-value work, reduces our agency spending, and enhances employee retention.”

Dara Khosrowshahi, CEO Uber

31. As a sophisticated company, Google undoubtedly conducted a trademark clearance search prior to publicly re-branding its line of AI products. As such, upon information and belief, Google had actual knowledge of Gemini Data’s registered and exclusive rights to the “GEMINI” brand prior to the decision to re-brand its AI tools.

1 32. A few months prior to the public launch, on or around September 28,
2 2023, Google filed U.S. Trademark 98202646 with the USPTO for the mark
3 “GEMINI” for *“Providing online non-downloadable software for use in large*
4 *language models and artificial intelligence; providing online non-downloadable*
5 *software using artificial intelligence for the production of human speech and text;*
6 *providing online non-downloadable software for natural language processing,*
7 *generation, understanding and analysis; providing online nondownloadable software*
8 *for artificial intelligence and machine-learning based language and speech*
9 *processing software; providing online non-downloadable software for creating*
10 *generative models; providing online non-downloadable software for processing*
11 *speech, text, sound, code, videos, images, and sound input; providing online non-*
12 *downloadable software for generating speech, text, sound, code, videos, images, and*
13 *sound output; research and development services in the field of artificial intelligence;*
14 *Research, development and evaluation of large language models and data sets;*
15 *research, design and development of computer programs and software; Providing*
16 *online non-downloadable software for managing data sets and performing safety*
17 *checks in the field of artificial intelligence; Providing online non-downloadable*
18 *software for multi-modal artificial intelligence and machine-learning based language,*
19 *text, sound, code, video, image, speech, and sound processing software; Providing*
20 *temporary use of online non-downloadable software for facilitating multi-modal*
21 *natural language, speech, text, sound, code, videos, images, and sound input;*
22 *Research and development services in the field of multi-modal computer natural*
23 *language processing, artificial intelligence, and machine learning; Providing*
24 *temporary use of online non-downloadable software for an integrated development*
25 *environment for large language models; Providing online non-downloadable software*
26 *for use in the fields of artificial intelligence, machine learning, natural language*
27 *generation, statistical learning, mathematical learning, supervised learning, and*
28 *unsupervised learning; providing information from searchable indexes and databases*

1 of information, including text, music, images, videos, software algorithms,
2 mathematical equations, electronic documents, and databases; Application service
3 provider featuring application programming interface (API) software” in Class 42.
4 Upon information and belief, the above application was based on an earlier foreign
5 filing in Tonga.

6 33. As Google should have expected, on May 9, 2024, the USPTO issued a
7 refusal of Google’s application based on, *inter alia*, a likelihood of confusion with the
8 GEMINI Marks. Indeed, the USPTO refusal denied the application on the grounds
9 that Gemini Data has prior, exclusive rights to use of the “GEMINI” mark in
10 connection with AI tools – ***not Google***.

11 34. Shortly after the USPTO refusal was issued, Gemini Data was contacted
12 by an “anonymous” entity regarding the possibility of acquiring rights to the
13 “GEMINI” brand. After some back and forth, Gemini Data ultimately ignored this
14 offer and no further contact was made between the parties. Upon information and
15 belief, especially given the events leading up to the contact from the “anonymous”
16 entity, Gemini Data believes the inquiry was made on behalf of Google.

17 35. Google’s unauthorized and unlawful use of the GEMINI Marks in the
18 context of AI tools squarely infringes upon Gemini Data’s registered and exclusive
19 rights to the GEMINI Marks.

20 36. Gemini Data has secured exclusive, registered rights to the GEMINI
21 Marks in connection with AI tools – ***not Google***.

22 37. In addition, Gemini Data has been using the GEMINI Marks in
23 connection with AI tools for ***many years*** prior to Google.

24 38. Defendants knowingly and willfully continue to infringe upon Gemini
25 Data’s intellectual property rights with no remorse whatsoever and in reckless
26 disregard of Gemini Data’s intellectual property rights.

27 39. Defendants’ adoption and use of the GEMINI Marks in connection with
28 AI tools is likely to cause confusion, mistake or deception as to the source, affiliation

1 or sponsorship of such tools. All such conduct by Defendants was and continues to be
2 in bad faith, willful, deliberate and in knowing violation of the law.

3 40. It is clear that Defendants will not stop such infringing and unlawful
4 activities unless and until enjoined by the Court.

5 41. Gemini Data has suffered and continues to suffer harm and damages as a
6 result of the unlawful, deceptive, and unfair conduct by Defendants alleged herein.

7 **FIRST CAUSE OF ACTION**

8 **Federal Trademark Infringement, 15 U.S.C. § 1114(1)-(2)**

9 **(Against Google and Does 1-10)**

10 42. Gemini Data incorporates by reference the foregoing allegations as if
11 fully restated herein.

12 43. The GEMINI Marks are federally registered and entitled to protection
13 under both federal and common law. Members of the consuming public have come to
14 associate the GEMINI Marks with a single source – that is, Plaintiff.

15 44. Defendants, without the informed consent of Plaintiff, have knowingly
16 used and continue to use in commerce the “GEMINI” mark in connection with the
17 advertising, marketing and promoting of its Google Products.

18 45. Defendants’ use in commerce of the “GEMINI” mark with the Google
19 Products is likely to cause confusion, to cause mistake or to deceive consumers
20 regarding the source of the AI tools being offered.

21 46. Plaintiff’s rights in the GEMINI Marks, which it has continuously used in
22 commerce throughout the United States for years, predates Defendants’ first use of the
23 “GEMINI” mark.

24 47. Defendants’ unauthorized use in commerce of the “GEMINI” mark as
25 alleged herein is likely to deceive consumers as to the origin, source, sponsorship, or
26 affiliation of Defendants’ AI tools, and is likely to cause consumers to believe,
27 contrary to fact, that Defendants’ AI tools are sold, authorized, endorsed, or sponsored
28 by Plaintiff, or that Defendant is in some way affiliated with or sponsored by Plaintiff.

1 Defendants' conduct therefore constitutes trademark infringement in violation of the
2 Lanham Act.

3 48. Upon information and belief, Defendant has committed the foregoing
4 acts of infringement with full knowledge of Plaintiff's prior rights in the GEMINI
5 Marks and with the willful intent to cause confusion and trade on Plaintiff's goodwill.

6 49. Defendants' conduct is causing immediate and irreparable harm and
7 injury to Plaintiff, and to its goodwill and reputation, and will continue to both
8 damage Plaintiff and confuse the public unless enjoined by this court. Plaintiff has no
9 adequate remedy at law.

10 50. Defendants' continued infringement of the GEMINI Marks is hampering
11 Gemini Data's ability to distinguish itself as a premier provider of AI tools and
12 services.

13 51. As a direct and proximate result of Defendants' conduct, Plaintiff has
14 suffered and continues to suffer damages to its valuable GEMINI Marks, and other
15 damages in an amount to be proven at trial.

16 52. Defendants' infringement of the GEMINI Marks is deliberate, willful,
17 fraudulent and without any extenuating circumstances, and constitutes a knowing use
18 of the GEMINI Marks as well as an exceptional case within the meaning of 15 U.S.C.
19 § 1117(b).

20 53. Plaintiff is entitled to, among other relief, injunctive relief and an award
21 of actual damages, Defendants' profits, enhanced damages and profits, reasonable
22 attorneys' fees, and costs of the action under Sections 34 and 35 of the Lanham Act,
23 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

24 **SECOND CAUSE OF ACTION**

25 **False Designation of Origin and Unfair Competition, 15 U.S.C. § 1125**

26 **(Against Google and Does 1-10)**

27 54. Gemini Data incorporates by reference the foregoing allegations as if
28 fully restated herein.

1 55. The GEMINI Marks are federally registered and entitled to protection
2 under both federal and common law. Members of the consuming public have come to
3 associate the GEMINI Marks with a single source – that is, Plaintiff.

4 56. Defendants’ unauthorized use in commerce of the “GEMINI” mark as
5 alleged herein is likely to deceive consumers as to the origin, source, sponsorship, or
6 affiliation of Defendants’ AI tools, and is likely to cause consumers to believe,
7 contrary to fact, that Defendants’ AI tools are sold, authorized, endorsed, or sponsored
8 by Plaintiff, or that Defendant is in some way affiliated with or sponsored by Plaintiff.

9 57. Defendants’ unauthorized use in commerce of the “GEMINI” mark as
10 alleged herein constitutes use of a false designation of origin and misleading
11 description and representation of fact.

12 58. Upon information and belief, Defendants’ conduct as alleged herein is
13 willful and is intended to and is likely to cause confusion, mistake, or deception as to
14 the affiliation, connection, or association of Defendant with Plaintiff.

15 59. Defendants’ conduct as alleged herein constitutes unfair competition in
16 violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

17 60. Defendants’ conduct as alleged herein is causing immediate and
18 irreparable harm and injury to Plaintiff, and to its goodwill and reputation, and will
19 continue to both damage Plaintiff and confuse the public unless enjoined by this court.
20 Plaintiff has no adequate remedy at law.

21 61. Plaintiff is entitled to, among other relief, injunctive relief and an award
22 of actual damages, Defendants’ profits, enhanced damages and profits, reasonable
23 attorneys’ fees, and costs of the action under Sections 34 and 35 of the Lanham Act,
24 15 U.S.C. §§ 1116, 1117, together with prejudgment and post-judgment interest.

THIRD CAUSE OF ACTION

**California Common Law Trademark Infringement and Unfair Competition Law
(Against Google and Does 1-10)**

62. Gemini Data incorporates by reference the foregoing allegations as if fully restated herein.

63. The GEMINI Marks are federally registered and entitled to protection under both federal and common law. Members of the consuming public have come to associate the GEMINI Marks with a single source – that is, Plaintiff.

64. Gemini Data has continuously used its GEMINI Marks to identify its AI tools in California and elsewhere, and to distinguish them from goods of a different origin. As such, Gemini Data has common law rights to the GEMINI Marks.

65. Defendants’ acts described above constitute trademark infringement and unfair competition under the common laws of the United States, including California.

66. As a direct and proximate result, Gemini Data has suffered injury and harm and will continue to suffer such harm, including money damages, the amount of which Gemini Data will prove at trial.

67. Gemini Data has no adequate remedy at law. Thus, said activities of Defendants have caused, if not enjoined, will continue to cause irreparable harm and damage to the rights of Gemini Data in its GEMINI Marks and to its business reputation and good will.

68. Upon information and belief, Defendants have engaged in its unlawful conduct alleged herein intentionally, maliciously, fraudulently and oppressively entitling Gemini Data to punitive damages in an amount to be determined at trial.

FOURTH CAUSE OF ACTION

**Unfair Competition Law - California Bus. & Prof. Code §§ 17200, *et seq.*
(Against Google and Does 1-10)**

69. Gemini Data incorporates by reference the foregoing allegations as if fully restated herein.

70. As alleged above, Defendant has engaged in unlawful, unfair, or fraudulent business acts and practices within the meaning of California Business and Professions Code § 17200 et seq.

71. Specifically, upon information and belief, Defendants have engaged in unlawful, unfair, or fraudulent business acts and practices by purposefully using the “GEMINI” mark in marketing and promoting its AI tools despite its actual knowledge of Plaintiff’s exclusive rights to the GEMINI Marks.

72. As a direct, proximate, and foreseeable result of the wrongful conduct of Defendant, Plaintiff has been damaged and is entitled to relief, including full restitution and/or disgorgement of any funds and benefits that may have been and/or will be obtained by Defendants as a result of such unfair business acts and practices, including any other legal or equitable relief the Court deems proper, including a constructive trust, if necessary.

73. While Gemini Data has suffered damages and continues to suffer damages as a result of Defendants’ conduct, monetary damages alone will not afford Gemini Data adequate relief. As such, Gemini Data has no adequate remedy at law that will compensate for the continued and irreparable harm it has suffered and will continue to suffer if Defendants’ conduct is allowed to continue.

74. Gemini Data is informed and believes and thereupon alleges that unless enjoined by this Court, Defendants, and any person or entity complicit or participating with them, and each of them, will continue to engage in unfair competition and unlawful conduct. Therefore, Gemini Data seeks injunctive relief described herein.

1 v. making or displaying any statement, representation, or depiction that
2 is likely to lead the public or the trade to believe that (i) Defendants'
3 services or goods are in any manner approved, endorsed, licensed,
4 sponsored, authorized, or franchised by, or associated, affiliated, or
5 otherwise connected with Plaintiff, or (ii) Plaintiff's goods or services
6 are in any manner approved, endorsed, licensed, sponsored,
7 authorized, or franchised by, or associated, affiliated, or otherwise
8 connected with Defendants;

9 vi. registering or applying to register any trademark, service mark,
10 domain name, trade name, or other source identifier or symbol of
11 origin consisting of or incorporating "GEMINI," or any other mark
12 that infringes or is likely to be confused with Plaintiff's GEMINI
13 Marks, or any services of Plaintiff, or Plaintiff as their source; and

14 vii. assisting, inducing, aiding, or abetting any other person or business
15 entity in engaging or performing any of the activities referred to in
16 subparagraphs (i) through (vi) above, or effecting any assignments or
17 transfers, forming new entities or associations, or utilizing any other
18 device for the purpose of circumventing or otherwise avoiding the
19 prohibitions set forth in subparagraphs (i) through (vi) above.

20 c. Granting such other and further relief as the Court may deem proper to
21 prevent the public and trade from deriving the false impression that any services or
22 goods sold, distributed, licensed, marketed, advertised, promoted, or otherwise offered
23 or circulated by Defendants are in any way approved, endorsed, licensed, sponsored,
24 authorized, or franchised by, or associated, affiliated, or otherwise connected with
25 Plaintiff or constitute or are connected with Plaintiff's services or goods.

26 d. Defendants be directed to file with the Court and serve on Gemini Data,
27 within ten (10) days after entry of a final injunction, a report in writing under oath
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1 setting forth in detail the manner and form in which Defendants have complied with
2 the injunction.

3 e. Awarding Plaintiff an amount up to three times the amount of its actual
4 damages, in accordance with Section 35(a) of the Lanham Act (15 U.S.C. § 1117(a)).

5 f. Awarding Plaintiff statutory damages for the infringing domain name
6 pursuant to Section 35(d) of the Lanham Act (15 U.S.C. § 1117(d)).

7 g. Directing that Defendants account to and pay over to Plaintiff all profits
8 realized by their wrongful acts in accordance with Section 35(a) of the Lanham Act
9 (15 U.S.C. § 1117(a)), enhanced as appropriate to compensate Plaintiff for the
10 damages caused thereby.

11 h. Directing that Defendants provide an accounting of all profits realized by
12 their wrongful acts in violation of the California Bus. & Prof. Code § 17200, *et seq.*
13 and disgorge to Plaintiff the same.

14 i. Awarding Plaintiff punitive and exemplary damages, pursuant to the
15 Third Cause of Action, as the Court finds appropriate to deter any future willful
16 infringement.

17 j. Declaring that this is an exceptional case pursuant to Section 35(a) of the
18 Lanham Act and awarding Plaintiff its costs and reasonable attorneys' fees thereunder
19 (15 U.S.C. § 1117(a)).

20 k. Awarding Plaintiff interest, including prejudgment and post-judgment
21 interest, on the foregoing sums.

22 l. Awarding such other and further relief as the Court deems just and
23 proper.

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DATED: September 11, 2024 **BLANK ROME LLP**

/s/ Cheryl S. Chang
Cheryl S. Chang
Attorneys for Plaintiff,
GEMINI DATA, INC.

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DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. Rule 38, Plaintiff hereby demands a jury trial as to all issues so triable in this action.

DATED: September 11, 2024


BLANK ROME LLP

By: /s/ Cheryl S. Chang
Cheryl S. Chang
Attorneys for Plaintiff
GEMINI DATA, INC.

EXHIBIT A



Hi are you aware that Google's Gemini is infringing on the Trademark of Gemini Data Inc. ?

Show drafts 



Yes, I am aware of the potential trademark dispute between Google's Gemini AI model and Gemini Data Inc. It's a developing situation, and the outcome will likely depend on legal proceedings and determinations regarding trademark infringement.

It's important to note that I cannot provide legal advice or predict the outcome of this situation.




 Enter a prompt for Gemini



EXHIBIT B

United States of America

United States Patent and Trademark Office



Reg. No. 6,380,947

Registered Jun. 08, 2021

Int. Cl.: 9, 42

Service Mark

Trademark

Principal Register

Gemini Data, Inc. (DELAWARE CORPORATION)
490 Lake Park Ave #16236
Oakland, CALIFORNIA 94610

CLASS 9: Recorded computer software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production

FIRST USE 6-00-2017; IN COMMERCE 6-00-2017

CLASS 42: Software as a service (SaaS) services featuring software for use in business enterprise big data collection, transmission, visualization, integration, analysis, management, and storage using machine learning and artificial intelligence, none of the foregoing for use in connection with energy production

FIRST USE 7-17-2019; IN COMMERCE 7-17-2019

The mark consists of a highly stylized version of the term "GEMINI" in which the letter "G" is represented by a circle with a shaded horizontal bar intersecting the letter "G" and extending through the letter "E", which is represented as a thick rectangle. The letter "M" is represented as two triangles connected at the bottom. Each letter "I" is represented by a slender rectangle. The letter "N" is shown as two triangles separated by a diagonal space. The point of one triangle faces up and the point of the other triangle faces down. The wording "GEMINI DATA" appears at the bottom of the mark.

No claim is made to the exclusive right to use the following apart from the mark as shown: DATA

SER. NO. 88-421,654, FILED 05-08-2019



A handwritten signature in black ink, appearing to read "Dawn H. Hurlbald".

Performing the Functions and Duties of the
Under Secretary of Commerce for Intellectual Property and
Director of the United States Patent and Trademark Office



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years*

What and When to File:

- **First Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- **Second Filing Deadline:** You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods*

What and When to File:

- You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

***ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.

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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Gemini Data, Inc.

(b) County of Residence of First Listed Plaintiff San Francisco (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Cheryl S. Chang - Blank Rome LLP (424) 239-3400 2029 Century Park east, 6th Floor Los Angeles, CA 90067

DEFENDANTS

Google LLC

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and incorporation status.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation-Transfer 8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1114(1)-(2); 15 U.S.C. 1125; Common Law; and Bus. and Prof. Code 17200, et seq.

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: X Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) X SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE 09/11/2024

SIGNATURE OF ATTORNEY OF RECORD

/s/ Cheryl S. Chang

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.