

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

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BO SHANG,

Plaintiff,

-against-

LINKEDIN CORPORATION,

Defendant.

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CIVIL COMPLAINT

Plaintiff, Bo Shang ("Plaintiff"), by and through the undersigned (pro se or through counsel if represented), brings this Civil Complaint against Defendant LinkedIn Corporation ("LinkedIn" or "Defendant"), and alleges upon knowledge of his own actions, and upon information and belief as to all other matters, as follows:

I. NATURE OF THE ACTION

1. Plaintiff is an American citizen of limited literacy ability who contends that LinkedIn has engaged in gross negligence and/or discriminatory conduct by:
  - (a) providing preferential treatment to certain users—especially Twitch streamers who do not use their actual profile pictures—while
  - (b) banning or suspending Plaintiff's profile picture, which consisted of a flag of the People's Republic of China ("PRC flag"), without adequate explanation.
2. Plaintiff further alleges that LinkedIn improperly retained approximately one hundred ninety-one dollars (\$191) and other subscription fees (collectively, "the fees"), which Plaintiff had paid over time to build up his professional network on LinkedIn's platform, constituting an unjust enrichment or conversion of such funds.
3. Plaintiff brings this action under \*\*42 U.S.C. § 1981\*\*, which prohibits discrimination in the making and enforcement of contracts. Additionally or alternatively, Plaintiff asserts claims under \*\*California law\*\*, including but not limited to:
  - \*\*California's Unruh Civil Rights Act\*\*, Cal. Civ. Code §§ 51, 52,
  - \*\*California's Fair Employment and Housing Act (FEHA)\*\*, Cal. Gov't Code §§ 12900 et seq.,
  - \*\*California's Unfair Competition Law (UCL)\*\*, Cal. Bus. & Prof. Code §§ 17200 et seq.,
  - \*\*California's Consumer Legal Remedies Act (CLRA)\*\*, Cal. Civ. Code §§ 1750 et seq. (to the extent it may apply to deceptive or unfair practices),

- and any other relevant California statutes or common-law doctrines addressing unfair or discriminatory business practices.
- 4. By banning or suspending his account's profile picture while permitting other, non-real profile images to remain active, LinkedIn has violated Plaintiff's contractual rights and/or engaged in unfair, deceptive, or discriminatory conduct.
- 5. Plaintiff seeks **\*\*maximum damages\*\*** in all available forms, including compensatory, punitive, and statutory damages, injunctive relief, attorneys' fees and costs (if allowable), and any additional relief this Court deems just and equitable.
- 6. **\*\*Additional Allegations Regarding LinkedIn's Sign-Up Bot, Sponsored Ads, and Fraudulent Marketing\*\***: Plaintiff alleges that upon creating or updating his LinkedIn account, the platform sent a "bot" or automated message asking Plaintiff what he hoped to gain from LinkedIn. Plaintiff chose the option indicating he wanted to be more visible to recruiters or to make himself more competitive. Consequently, LinkedIn's automated systems directed Plaintiff to its **\*\*skills assessment platform\*\*** (alleged to be "broken") and also **\*\*displayed sponsored advertisements\*\*** for the **\*\*University of Phoenix\*\***, a for-profit institution which Plaintiff contends is "about as illegal in reality as Trump University was" in New York State court. Plaintiff alleges that **\*\*much of LinkedIn's marketing during his four-year period as a paid member has been fraudulent\*\***, violating various state and federal laws concerning unfair or deceptive business practices.

## II. JURISDICTION & VENUE

- 7. This Court has subject-matter jurisdiction over this action pursuant to **\*\*28 U.S.C. § 1331\*\*** (federal question jurisdiction) because Plaintiff alleges violations of **\*\*42 U.S.C. § 1981\*\*** (a federal statute that provides equal rights regarding the making and enforcement of contracts).
- 8. This Court has **\*\*supplemental jurisdiction\*\*** over the state-law claims under **\*\*28 U.S.C. § 1367\*\*** because these claims arise out of the same nucleus of operative facts as the federal claims.
- 9. Venue is proper in the **\*\*Northern District of California\*\*** under **\*\*28 U.S.C. § 1391(b)\*\*** because Defendant LinkedIn Corporation has its **\*\*principal place of business in Sunnyvale, California\*\*** (within this judicial district), and/or a substantial part of the events or omissions giving rise to Plaintiff's claims occurred within this judicial district. Plaintiff specifically chooses this district, remarking that "so many incompetent technology morons appear to be smoking taxable weed in this small part of California," which has impacted his ability to secure fair business dealings and recruitments via LinkedIn's platform.

### III. PARTIES

10. **Plaintiff**, Bo Shang, is a U.S. citizen residing in [County], [State]. Plaintiff's literacy skills are limited, and he depended on LinkedIn's platform to communicate with recruiters and develop a professional network.
11. **Defendant**, LinkedIn Corporation, is a Delaware corporation with its principal place of business in **Sunnyvale, California**. LinkedIn is a professional networking platform used worldwide for employment, recruitment, and professional interactions.

### IV. FACTUAL ALLEGATIONS

12. Plaintiff maintained a LinkedIn account for professional networking and job-search opportunities. Over time, Plaintiff paid certain subscription fees (totaling \$191 plus additional amounts) to access premium features intended to improve his visibility to recruiters.
13. Plaintiff's profile image was a **PRC flag**, signifying his background or personal expression. Plaintiff chose this image to represent himself on the platform.
14. Plaintiff alleges that multiple Twitch streamers, who do not use real or personal photographs, have been permitted to maintain fictional or stylized images on LinkedIn, receiving preferential treatment without bans or account suspensions for their profile images.
15. Plaintiff's account was suspended or banned after using the PRC flag as his profile picture. Plaintiff contends there was no clear or satisfactory explanation from LinkedIn on how the image violated LinkedIn's policies.
16. As a result, Plaintiff contends he was effectively prevented from communicating with recruiters, causing injury to his job search, leading to prolonged unemployment and lost professional opportunities.
17. Despite repeated attempts to seek clarification, Plaintiff was allegedly given no avenue to resolve the matter or regain full access.
18. Plaintiff contends that LinkedIn **unjustly retained** the fees he paid to build his professional network, effectively taking the benefit of those funds while denying Plaintiff the corresponding services.
19. Plaintiff further asserts that LinkedIn's sign-up or onboarding process includes a **bot** that purports to ask new or existing users what they wish to achieve on the platform. When Plaintiff selected the option to enhance his competitiveness or visibility to recruiters, he was directed to LinkedIn's **skills assessment platform**,

which he contends is \*\*\*“broken”\*\* or non-functional. Plaintiff also began to receive \*\*sponsored messages and advertisements\*\*—notably from the \*\*University of Phoenix\*\*, a for-profit educational institution. Plaintiff contends these ads are deceptive or fraudulent, likening the University of Phoenix to “Trump University,” which was subject to legal action in New York State court.

20. Plaintiff alleges that \*\*much of LinkedIn’s marketing over the past four years of his paid membership\*\* has been \*\*fraudulent\*\* and \*\*misleading\*\*, potentially violating the \*\*Federal Trade Commission Act (15 U.S.C. §§ 41-58)\*\*, \*\*California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 et seq.)\*\*, and \*\*California’s Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.)\*\* by promoting a fair and inclusive platform while failing to deliver on that promise.
21. Plaintiff alleges that LinkedIn, by providing preferential treatment to other users (e.g., Twitch streamers with non-personal images) and suspending his profile solely on the basis of the PRC flag, unlawfully discriminated against him and engaged in deceptive practices. This conduct injured Plaintiff’s economic and professional interests and created a false impression of a fair user experience, further aggravating the alleged discriminatory treatment.

## V. CAUSES OF ACTION

### COUNT I: VIOLATION OF 42 U.S.C. § 1981 (Discrimination in the Making and Enforcement of Contracts)

22. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
23. \*\*42 U.S.C. § 1981\*\* guarantees all persons within the United States the right to make and enforce contracts free from racial or national-origin discrimination, including the performance, modification, and termination of such contracts.
24. By charging Plaintiff subscription fees and furnishing an account, Defendant entered into a contractual relationship with Plaintiff for services including professional networking and access to LinkedIn’s platform.
25. By banning or suspending Plaintiff’s profile image (the PRC flag) without explanation, while affording more lenient treatment to other users with non-real profile images, Defendant may have targeted Plaintiff because of his nationality or perceived ethnicity, thereby denying him the same rights as other LinkedIn users.
26. As a direct and proximate result of Defendant’s conduct, Plaintiff was:
  - (a) unable to enjoy the contractual benefits for which he paid,

- (b) lost valuable networking opportunities,
- (c) remains unemployed without recourse on LinkedIn's platform.

- 27. Plaintiff is entitled to damages, including but not limited to restitution of fees paid, compensatory damages, punitive damages, and such other relief as the Court deems just and proper.

COUNT II: VIOLATION OF CALIFORNIA'S UNRUH CIVIL RIGHTS ACT  
(Cal. Civ. Code §§ 51, 52) and/or FEHA & Other Statutes

- 28. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
- 29. Under **\*\*California's Unruh Civil Rights Act\*\***, Cal. Civ. Code §§ 51, 52, all persons within California are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all business establishments, regardless of race, national origin, citizenship, or other protected characteristics.
- 30. Defendant, operating a worldwide networking platform headquartered in California, is a "business establishment" within the meaning of the Unruh Civil Rights Act.
- 31. By allegedly singling out Plaintiff's use of a PRC flag while permitting other non-authentic images and by not providing a clear path for appeal or restoration, LinkedIn's conduct constitutes a violation of Plaintiff's right to be free from discriminatory treatment in a business establishment.
- 32. Alternatively or additionally, if Plaintiff's status as a job seeker with limited literacy skills, or his national origin, formed a basis for LinkedIn's disparate treatment, such discrimination may also violate **\*\*California's Fair Employment and Housing Act (FEHA)\*\***, Cal. Gov't Code §§ 12900 et seq., which can apply broadly to discriminatory business practices.
- 33. Plaintiff seeks statutory damages, punitive damages, and all other available relief under the Unruh Civil Rights Act and other applicable California civil-rights statutes, including **\*\*Cal. Civ. Code § 52\*\***, which allows for statutory damages for each offense, and **\*\*Cal. Civ. Code § 3294\*\***, governing punitive damages.

COUNT III: VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW  
(Cal. Bus. & Prof. Code §§ 17200 et seq.)

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

35. \*\*California's Unfair Competition Law (UCL)\*\* prohibits any unlawful, unfair, or fraudulent business acts or practices.
36. By advertising itself as a fair and inclusive platform while applying policies in a selective, discriminatory, and/or arbitrary manner (especially regarding Plaintiff's PRC flag profile picture) and by displaying allegedly misleading sponsored advertisements (e.g., the University of Phoenix ads after the sign-up bot inquiry), Defendant engaged in conduct that is \*\*unfair and/or unlawful\*\*, in violation of the UCL.
37. Plaintiff has been damaged by LinkedIn's unfair business practices in an amount to be determined at trial, including the fees paid and lost opportunities.
38. Plaintiff seeks restitution, injunctive relief, and any other remedies available under the UCL, including reasonable attorneys' fees and costs as allowed by law.

COUNT IV: VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT  
(Cal. Civ. Code §§ 1750 et seq.) (If Applicable)

39. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.
40. Plaintiff contends that LinkedIn's conduct, including the alleged deceptive sign-up bot inquiries and sponsored advertisements for a for-profit institution (the University of Phoenix) that Plaintiff deems fraudulent, constitute violations of the \*\*California Consumer Legal Remedies Act ("CLRA")\*\*, Cal. Civ. Code §§ 1750 et seq., which prohibits various deceptive practices in the sale or lease of goods or services.
41. If the Court finds that LinkedIn's practices in marketing premium accounts, skills assessments, or sponsored for-profit educational services are sufficiently linked to consumer transactions covered by the CLRA, Plaintiff seeks:
  - (a) An injunction prohibiting LinkedIn from further engaging in the deceptive practices alleged herein;
  - (b) Actual damages and restitution of all fees paid;
  - (c) Punitive damages, attorneys' fees, and any other relief deemed appropriate.
42. Plaintiff reserves the right to amend this Complaint to fully address potential violations of the CLRA or other consumer-protection statutes once formal discovery clarifies LinkedIn's marketing and transactional conduct.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in his favor and grant relief against Defendant as follows:

- A. **\*\*Compensatory Damages\*\***, including but not limited to reimbursement of the \$191 plus past subscription costs paid to LinkedIn;
- B. **\*\*Statutory Damages and Civil Penalties\*\***, as applicable under the Unruh Civil Rights Act (Cal. Civ. Code § 52), the Fair Employment and Housing Act, the UCL, the CLRA, and any other relevant California statutes;
- C. **\*\*Punitive Damages\*\***, under both federal and California law (e.g., Cal. Civ. Code § 3294), to deter similar conduct in the future;
- D. **\*\*Injunctive Relief\*\*** requiring LinkedIn to:
  - 1. Provide clarity and consistency in its suspension policies;
  - 2. Restore Plaintiff's account, if feasible;
  - 3. Provide a nondiscriminatory method of evaluating user profile images;
  - 4. Refrain from misleading or fraudulent marketing and bot-driven sponsored advertisements for questionable for-profit educational institutions;
- E. **\*\*Attorneys' Fees and Costs\*\*** of this action, if Plaintiff obtains counsel and such fees are allowable by statute;
- F. **\*\*Maximum Damages and Any Other Relief\*\*** that the Court deems just, proper, and equitable, including interest on any awarded amounts.

Dated: [Date]  
[City, State]

Respectfully submitted,

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[Signature]  
Bo Shang (Pro Se or by Counsel)  
[Address]  
[Phone]  
[Email]