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-----X	1:6
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CIVIL COMPLAINT	1:18
I NATURE OF THE ACTION	1:25
1 Plaintiff is an American citizen of limited literacy ability who contends that LinkedIn has engaged	1:27
in gross negligence and/or discriminatory conduct by:	1:28
2 Plaintiff further alleges that LinkedIn improperly retained approximately one hundred ninety-one	2:41
dollars (\$191) and other subscription fees (collectively, “the fees”), which Plaintiff had paid over	2:42
time to build up his professional network on LinkedIn’s platform, constituting an unjust enrichment	2:43
or conversion of such funds. In addition, LinkedIn’s actions (and refusal to address Plaintiff’s	2:44
account issues) triggered the removal of \$150k in Microsoft Azure startup credits associated with	2:45
Plaintiff’s account, forcing him to spend even more time reconfiguring and setting up alternative	2:46
billing for all his existing services. This added layer of financial and logistical harm underscores the	2:47
severity of LinkedIn’s misconduct.	2:48
3 Plaintiff brings this action under 42 U.S.C. § 1981, which prohibits discrimination in the making	2:50
and enforcement of contracts. Additionally or alternatively, Plaintiff asserts claims under California	2:51
law, including but not limited to:	2:52
4 By banning or suspending his account’s profile picture while permitting other, non-real	2:61

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profile	
images to remain active, LinkedIn has violated Plaintiff's contractual rights and/or engaged in	2:62
unfair, deceptive, or discriminatory conduct.	2:63
5 Plaintiff seeks maximum damages in all available forms, including compensatory, punitive, and	2:65
statutory damages, injunctive relief, attorneys' fees and costs (if allowable), and any additional	2:66
relief this Court deems just and equitable. Plaintiff specifically emphasizes that LinkedIn's incompetent and repetitive "support"—directing him to a non-functioning web form for "super	2:67
banned" accounts—has led to dozens of wasted submissions and no resolution, compounding the	2:69
emotional and financial burdens. Moreover, losing \$150k in Azure credits due to LinkedIn's actions	2:70
magnifies the irreparable harm suffered, as Plaintiff was forced to manage a sudden, time-consuming migration of billing and services.	2:71
6 Additional Allegations Regarding LinkedIn's Sign-Up Bot, Sponsored Ads, and Fraudulent	3:74
Marketing: Plaintiff alleges that upon creating or updating his LinkedIn account, the platform sent a	3:75
"bot" or automated message asking Plaintiff what he hoped to gain from LinkedIn. Plaintiff chose	3:76
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	3:77
platform (alleged to be "broken") and also displayed sponsored advertisements for the University	3:78
of Phoenix, a for-profit institution which Plaintiff contends is "about as illegal in reality as Trump	3:79
University was" in New York State court. Plaintiff alleges that much of LinkedIn's marketing during	3:80
	3:81

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his four-year period as a paid member has been fraudulent, violating various state and federal laws	3:82
concerning unfair or deceptive business practices.	3:83
7 Plaintiff additionally alleges that Microsoft, via Microsoft Azure, illegally used cross site scripting	3:85
to attack the Plaintiff's Azure Entra ID, thereby preventing login to Plaintiff's compute services in	3:86
violation of Microsoft Azure's own Terms of Service. Plaintiff contends these acts were deliberate	3:87
or grossly negligent, compounding the damages related to his inability to access and manage	3:88
important cloud-based operations.	3:89
II JURISDICTION & VENUE	3:91
8 This Court has concurrent jurisdiction over Plaintiff's federal claims under 42 U.S.C. § 1981, as	3:93
state courts generally have jurisdiction to hear causes of action arising under federal statutes.	3:94
Plaintiff further invokes this Court's jurisdiction over all California state-law claims under the	3:95
relevant provisions of the California Constitution and California statutes.	3:96
9 Venue is proper in the Superior Court of California, County of Santa Clara, because	3:98
Defendant	
LinkedIn Corporation has its principal place of business in Sunnyvale, California, within Santa Clara	3:99
County, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred	3:100
in this County. Plaintiff specifically chooses this venue, remarking that "so many incompetent	3:101
technology morons appear to be smoking taxable weed in this small part of California,"	3:102
which has	
impacted his ability to secure fair business dealings and recruitments via LinkedIn's platform.	3:103

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Plaintiff also alleges that Microsoft Corporation conducts substantial business within this County,	3:104
thereby subjecting Microsoft to the jurisdiction of this Court.	3:105
III PARTIES	3:107
10 Plaintiff, Bo Shang, is a U.S. citizen residing in [County], [State]. Plaintiff's literacy skills are	4:109
limited, and he depended on LinkedIn's platform to communicate with recruiters and develop a	4:110
professional network.	4:111
11 Defendant, LinkedIn Corporation, is a Delaware corporation with its principal place of business	4:113
in Sunnyvale, California. LinkedIn is a professional networking platform used worldwide for	4:114
employment, recruitment, and professional interactions.	4:115
12 Defendant, Microsoft Corporation, is a Washington corporation with its principal place of	4:117
business in Redmond, Washington. Microsoft operates Microsoft Azure, a	4:118
cloud-computing service,	
among many other products, and conducts significant business in California.	4:119
IV FACTUAL ALLEGATIONS	4:121
13 Plaintiff maintained a LinkedIn account for professional networking and job-search opportunities. Over time, Plaintiff paid certain subscription fees (totaling \$191 plus	4:123
additional	4:124
amounts) to access premium features intended to improve his visibility to recruiters.	4:125
14 Plaintiff's profile image was a PRC flag, signifying his background or personal expression.	4:127
Plaintiff chose this image to represent himself on the platform.	4:128
15 Plaintiff alleges that multiple Twitch streamers, who do not use real or personal photographs,	4:130
have been permitted to maintain fictional or stylized images on LinkedIn, receiving preferential	4:131
treatment without bans or account suspensions for their profile images.	4:132

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16 Plaintiff's account was suspended or banned after using the PRC flag as his profile picture.	4:134
Plaintiff contends there was no clear or satisfactory explanation from LinkedIn on how the image	4:135
violated LinkedIn's policies.	4:136
17 As a result, Plaintiff contends he was effectively prevented from communicating with recruiters,	4:138
causing injury to his job search, leading to prolonged unemployment and lost professional opportunities. In addition, Plaintiff diligently attempted over a dozen times to contact LinkedIn	4:139
support to seek clarification and reinstatement, but each effort yielded only paste-quality replies	4:140
sending him to a non-functional web app that appears to lack any actual backend for so-called	4:141
"super banned" accounts. No formal tickets were created or confirmed, as proven by Plaintiff's	4:142
recorded submissions.	4:143
18 Despite repeated attempts to seek clarification, Plaintiff was allegedly given no avenue to	4:144
resolve the matter or regain full access. These "support" responses were consistently incompetent	5:146
and caused severe emotional distress and wasted time, as Plaintiff had to repeat the same process	5:147
countless times with no meaningful support or follow-up from LinkedIn. See <i>Molien v. Kaiser</i>	5:148
<i>Found. Hosps.</i> , 27 Cal. 3d 916 (1980).	5:149
19 Plaintiff contends that LinkedIn unjustly retained the fees he paid to build his professional	5:150
network, effectively taking the benefit of those funds while denying Plaintiff the corresponding	5:152
services. See <i>Ward v. Taggart</i> , 51 Cal. 2d 736 (1959).	5:153
20 Plaintiff further asserts that LinkedIn's sign-up or onboarding process includes a bot	5:154
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that	
purports to ask new or existing users what they wish to achieve on the platform. When Plaintiff	5:157
selected the option to enhance his competitiveness or visibility to recruiters, he was directed to	5:158
LinkedIn's skills assessment platform, which he contends is "broken" or non-functional. Plaintiff	5:159
also began to receive sponsored messages and advertisements—notably from the University of	5:160
Phoenix, a for-profit educational institution. Plaintiff contends these ads are deceptive or	5:161
fraudulent, likening the University of Phoenix to "Trump University," which was subject to legal	5:162
action in New York State court. Moreover, LinkedIn's ban and refusal to provide a functioning	5:163
support channel directly resulted in the loss of \$150k in Azure startup-credits tied to Plaintiff's	5:164
Microsoft or LinkedIn credentials, forcing him to spend extensive additional time reestablishing	5:165
billing and services on new or existing accounts. This further evidences LinkedIn's gross	5:166
negligence and lack of concern for the harm inflicted upon its users.	5:167
21 Plaintiff also contends that Microsoft Azure, through illegal cross site scripting, attacked or	5:169
otherwise interfered with Plaintiff's Azure Entra ID, preventing him from accessing or managing his	5:170
cloud-based compute services. This allegedly violated Azure's Terms of Service and inflicted	5:171
further financial, logistical, and emotional harm upon Plaintiff, who was forced to reconfigure	5:172
critical operations. Cf. 18 U.S.C. § 1030 (Computer Fraud and Abuse Act).	5:173
22 Plaintiff alleges that much of LinkedIn's marketing over the past four years of his paid	5:175
membership has been fraudulent and misleading, potentially violating the Federal Trade	5:176
Commission Act (15 U.S.C. §§ 41–58), California's Unfair Competition Law (Cal. Bus. &	5:177

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§§ 17200 et seq.), and California's Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 5:178

et seq.) by

promoting a fair and inclusive platform while failing to deliver on that promise. See 5:179

Cel-Tech

Commc'ns, Inc. v. Los Angeles Cellular Tel. Co., 20 Cal. 4th 163 (1999). 5:180

23 Plaintiff alleges that LinkedIn, by providing preferential treatment to other users (e.g., 6:182

Twitch

streamers with non-personal images) and suspending his profile solely on the basis of the 6:183

PRC

flag, unlawfully discriminated against him and engaged in deceptive practices. This 6:184

conduct injured

Plaintiff's economic and professional interests and created a false impression of a fair 6:185

user

experience, further aggravating the alleged discriminatory treatment. Cf. McDonnell 6:186

Douglas Corp.

v. Green, 411 U.S. 792 (1973). 6:187

24 Plaintiff contends that Microsoft's illegal cross site scripting, preventing Plaintiff from 6:189

logging

into his Azure Entra ID, was either in retaliation for or closely tied to the same 6:190

discriminatory

environment or negligence described above. Plaintiff seeks massive damages against 6:191

Microsoft for

these alleged illegal actions, which purportedly violate the Azure Terms of Service and 6:192

common

principles of fairness, and which caused widespread disruption to Plaintiff's professional 6:193

and

technical operations. 6:194

V CAUSES OF ACTION 6:196

COUNT I: VIOLATION OF 42 U.S.C. § 1981 6:198

25 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth 6:201

herein.

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26 42 U.S.C. § 1981 guarantees all persons within the United States the right to make and enforce	6:203
contracts free from racial or national-origin discrimination, including the performance, modification,	6:204
and termination of such contracts. See Saint Francis Coll. v. Al-Khazraji, 481 U.S. 604 (1987).	6:205
27 By charging Plaintiff subscription fees and furnishing an account, Defendant LinkedIn entered	6:207
into a contractual relationship with Plaintiff for services including professional networking and	6:208
access to LinkedIn's platform. See Brown v. Dillard's, Inc., 430 F.3d 1004 (9th Cir. 2005).	6:209
28 By banning or suspending Plaintiff's profile image (the PRC flag) without explanation, while	6:211
affording more lenient treatment to other users with non-real profile images, Defendant LinkedIn	6:212
may have targeted Plaintiff because of his nationality or perceived ethnicity, thereby denying him	6:213
the same rights as other LinkedIn users. Cf. Gen. Bldg. Contractors Ass'n v. Pennsylvania, 458 U.S.	6:214
375 (1982).	6:215
29 As a direct and proximate result of LinkedIn's conduct, Plaintiff was:	7:217
30 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	7:225
proper. See Johnson v. Ry. Express Agency, Inc., 421 U.S. 454 (1975).	7:227
COUNT II: VIOLATION OF CALIFORNIA'S UNRUH CIVIL RIGHTS ACT	7:229
31 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	7:232
32 Under California's Unruh Civil Rights Act, Cal. Civ. Code §§ 51, 52, all persons within California	7:234
are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all	7:235

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business establishments, regardless of race, national origin, citizenship, or other protected	7:236
characteristics. See <i>Koebke v. Bernardo Heights Country Club</i> , 36 Cal. 4th 824 (2005).	7:237
33 Defendant LinkedIn, operating a worldwide networking platform headquartered in California, is a	7:239
“business establishment” within the meaning of the Unruh Civil Rights Act. See <i>Isbister v. Boys’</i>	7:240
<i>Club of Santa Cruz, Inc.</i> , 40 Cal. 3d 72 (1985).	7:241
34 By allegedly singling out Plaintiff’s use of a PRC flag while permitting other non-authentic	7:243
images and by not providing a clear path for appeal or restoration, LinkedIn’s conduct constitutes a	7:244
violation of Plaintiff’s right to be free from discriminatory treatment in a business establishment. Cf.	7:245
<i>Javorsky v. W. Athletic Clubs, Inc.</i> , 242 Cal. App. 4th 1386 (2015).	7:246
35 Alternatively or additionally, if Plaintiff’s status as a job seeker with limited literacy skills, or his	7:248
national origin, formed a basis for LinkedIn’s disparate treatment, such discrimination may also	7:249
violate California’s Fair Employment and Housing Act (FEHA), Cal. Gov’t Code §§ 12900 et seq. See	7:250
<i>Harris v. City of Santa Monica</i> , 56 Cal. 4th 203 (2013).	7:251
36 Plaintiff seeks statutory damages, punitive damages, and all other available relief under the	8:253
Unruh Civil Rights Act and other applicable California civil-rights statutes, including Cal. Civ. Code	8:254
§ 52 and Cal. Civ. Code § 3294.	8:255
COUNT III: VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW	8:257
37 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	8:260
38 California’s Unfair Competition Law (UCL) prohibits any unlawful, unfair, or fraudulent business	8:262

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acts or practices. See <i>Cel-Tech Commc'ns, Inc. v. L.A. Cellular Tel. Co.</i> , 20 Cal. 4th 163 (1999).	8:263
39 By advertising itself as a fair and inclusive platform while applying policies in a selective,	8:265
discriminatory, and/or arbitrary manner (especially regarding Plaintiff's PRC flag profile picture)	8:266
and by displaying allegedly misleading sponsored advertisements (e.g., the University of Phoenix	8:267
ads after the sign-up bot inquiry), Defendant LinkedIn engaged in conduct that is unfair and/or	8:268
unlawful, in violation of the UCL. See <i>In re Tobacco II Cases</i> , 46 Cal. 4th 298 (2009).	8:269
40 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, as well as the significant wasted	8:271
time and trauma stemming from LinkedIn's broken support system, repeated paste-quality responses, and the loss of \$150k in Azure startup-credits.	8:272
41 Plaintiff seeks restitution, injunctive relief, and any other remedies available under the UCL,	8:273
including reasonable attorneys' fees and costs as allowed by law. See <i>Korea Supply Co. v. Lockheed Martin Corp.</i> , 29 Cal. 4th 1134 (2003).	8:274
COUNT IV: VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT	8:276
42 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	8:277
43 Plaintiff contends that LinkedIn's conduct, including the alleged deceptive sign-up bot inquiries	8:278
and sponsored advertisements for a for-profit institution (the University of Phoenix) that Plaintiff	8:280
deems fraudulent, constitute violations of the California Consumer Legal Remedies Act ("CLRA"),	8:283
Cal. Civ. Code §§ 1750 et seq. See <i>Morgan v. AT&T Wireless Servs., Inc.</i> , 177 Cal. App. 4th 1235	8:285
(2009).	8:286
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44 If the Court finds that LinkedIn's practices in marketing premium accounts, skills assessments,	9:291
or sponsored for-profit educational services are sufficiently linked to consumer transactions	9:292
covered by the CLRA, Plaintiff seeks:	9:293
45 Plaintiff reserves the right to amend this Complaint to fully address potential violations of the	9:298
CLRA or other consumer-protection statutes once formal discovery clarifies LinkedIn's marketing	9:299
and transactional conduct.	9:300
COUNT V: CLAIMS AGAINST MICROSOFT FOR ILLEGAL CROSS SITE SCRIPTING	9:302
AND VIOLATION OF AZURE TERMS OF SERVICE	9:304
46 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	9:306
47 Plaintiff alleges that Microsoft, through its Azure service, illegally used cross site scripting to	9:308
interfere with Plaintiff's Azure Entra ID, preventing him from logging into his compute services and	9:309
causing significant disruption to Plaintiff's business and technical operations. Cf. Intel Corp. v.	9:310
Hamidi, 30 Cal. 4th 1342 (2003).	9:311
48 Such conduct, if proven, violates Microsoft Azure's own Terms of Service, as well as common	9:313
principles of fair dealing and non-interference with contractual or business relations. Cf. Ixchel	9:314
Pharma, LLC v. Biogen, Inc., 9 Cal. 5th 1130 (2020).	9:315
49 Plaintiff contends that Microsoft's actions were done either negligently or willfully, causing	9:317
Plaintiff to lose access to critical cloud-based services, incur additional expenses, and suffer	9:318
emotional distress in attempting to restore services essential to his professional pursuits.	9:319
Cf. 18	

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U.S.C. § 1030.	9:320
50 As a direct and proximate result of Microsoft's conduct, Plaintiff seeks massive damages to	9:322
compensate for lost business operations, emotional harm, and any expenses incurred due to	9:323
reconfiguration of Plaintiff's technology environment. Plaintiff further seeks punitive damages to	9:324
deter Microsoft from engaging in such unlawful practices in the future. See Brady v. Dairy Fresh	10:325
Prods. Co., 974 F.2d 1149 (9th Cir. 1992).	10:326
VI PRAYER FOR RELIEF	10:328
C Punitive Damages, under both federal and California law (e.g., Cal. Civ. Code § 3294), to deter	10:340
similar conduct in the future, including massive damages against Microsoft for the alleged illegal	10:341
cross site scripting;	10:342
D Injunctive Relief requiring:	10:344