

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

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BO SHANG,

Plaintiff,

-against-

LINKEDIN CORPORATION,

MICROSOFT CORPORATION,

Defendants.

CIVIL COMPLAINT

Plaintiff, Bo Shang ("Plaintiff"), by and through the undersigned (pro se or through counsel if represented), brings this Civil Complaint against Defendants LinkedIn Corporation ("LinkedIn") and Microsoft Corporation ("Microsoft"), 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.

Moreover, Plaintiff repeatedly attempted to contact LinkedIn support over a dozen times regarding account reinstatement, but he each time received the same paste-quality response redirecting him to a broken web app that has no backend for so-called "super banned" accounts, including his own. As a result, no meaningful support or resolution was ever provided, and no confirmation emails or tickets were ever

generated—despite Plaintiff having recordings of his submissions. This pattern of repetitive incompetence on LinkedIn's part caused Plaintiff severe distress, wasted countless hours, and inflicted gross pain and trauma in his efforts to rectify the unjust ban.

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. In addition, LinkedIn's actions (and refusal to address Plaintiff's account issues) triggered the removal of \$150k in Microsoft Azure startup credits associated with Plaintiff's account, forcing him to spend even more time reconfiguring and setting up alternative billing for all his existing services. This added layer of financial and logistical harm underscores the severity of LinkedIn's misconduct.

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. Plaintiff specifically emphasizes that LinkedIn's incompetent and repetitive "support"—directing him to a non-functioning web form for "super banned" accounts—has led to dozens of wasted submissions and no resolution, compounding the emotional and financial burdens. Moreover, losing \$150k in Azure credits due to LinkedIn's actions magnifies the irreparable harm suffered, as Plaintiff was forced to manage a sudden, time-consuming migration of billing and services.

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.

7 Plaintiff additionally alleges that Microsoft, via Microsoft Azure, illegally used cross site scripting to attack the Plaintiff's Azure Entra ID, thereby preventing login to Plaintiff's compute services in violation of Microsoft Azure's own Terms of Service. Plaintiff contends these acts were deliberate or grossly negligent, compounding the damages related to his inability to access and manage important cloud-based operations.

II JURISDICTION & VENUE

8 This Court has concurrent jurisdiction over Plaintiff's federal claims under 42 U.S.C. § 1981, as state courts generally have jurisdiction to hear causes of action arising under federal statutes. Plaintiff further invokes this Court's jurisdiction over all California state-law claims under the relevant provisions of the California Constitution and California statutes.

9 Venue is proper in the Superior Court of California, County of Santa Clara, because Defendant LinkedIn Corporation has its principal place of business in Sunnyvale, California, within Santa Clara County, and a substantial part of the events or omissions giving rise to Plaintiff's claims occurred in this County. Plaintiff specifically chooses this venue, 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. Plaintiff also alleges that Microsoft Corporation conducts substantial business within this County, thereby subjecting Microsoft to the jurisdiction of this Court.

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.

12 Defendant, Microsoft Corporation, is a Washington corporation with its principal place of business in Redmond, Washington. Microsoft operates Microsoft Azure, a cloud-computing service, among many other products, and conducts significant business in California.

IV FACTUAL ALLEGATIONS

13 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.

14 Plaintiff's profile image was a PRC flag, signifying his background or personal expression. Plaintiff chose this image to represent himself on the platform.

15 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.

16 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.

17 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. In addition, Plaintiff diligently attempted over a dozen times to contact LinkedIn support to seek clarification and reinstatement, but each effort yielded only paste-quality replies sending him to a non-functional web app that appears to lack any actual backend for so-called "super banned" accounts. No formal tickets were created or confirmed, as proven by Plaintiff's recorded submissions.

18 Despite repeated attempts to seek clarification, Plaintiff was allegedly given no avenue to resolve the matter or regain full access. These “support” responses were consistently incompetent and caused severe emotional distress and wasted time, as Plaintiff had to repeat the same process countless times with no meaningful support or follow-up from LinkedIn. See *Molien v. Kaiser Found. Hosps.*, 27 Cal. 3d 916 (1980).

19 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. See *Ward v. Taggart*, 51 Cal. 2d 736 (1959).

20 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. Moreover, LinkedIn’s ban and refusal to provide a functioning support channel directly resulted in the loss of \$150k in Azure startup-credits tied to Plaintiff’s Microsoft or LinkedIn credentials, forcing him to spend extensive additional time reestablishing billing and services on new or existing accounts. This further evidences LinkedIn’s gross negligence and lack of concern for the harm inflicted upon its users.

21 Plaintiff also contends that Microsoft Azure, through illegal cross site scripting, attacked or otherwise interfered with Plaintiff’s Azure Entra ID, preventing him from accessing or managing his cloud-based compute services. This allegedly violated Azure’s Terms of Service and inflicted further financial, logistical, and emotional harm upon Plaintiff, who was forced to reconfigure critical operations. Cf. 18 U.S.C. § 1030 (Computer Fraud and Abuse Act).

22 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. See *Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20 Cal. 4th 163 (1999).

23 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. Cf. McDonnell Douglas Corp. v. Green, 411 U.S. 792 (1973).

24 Plaintiff contends that Microsoft's illegal cross site scripting, preventing Plaintiff from logging into his Azure Entra ID, was either in retaliation for or closely tied to the same discriminatory environment or negligence described above. Plaintiff seeks massive damages against Microsoft for these alleged illegal actions, which purportedly violate the Azure Terms of Service and common principles of fairness, and which caused widespread disruption to Plaintiff's professional and technical operations.

V CAUSES OF ACTION

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

(Discrimination in the Making and Enforcement of Contracts)

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

26 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. See Saint Francis Coll. v. Al-Khazraji, 481 U.S. 604 (1987).

27 By charging Plaintiff subscription fees and furnishing an account, Defendant LinkedIn entered into a contractual relationship with Plaintiff for services including professional networking and access to LinkedIn's platform. See Brown v. Dillard's, Inc., 430 F.3d 1004 (9th Cir. 2005).

28 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 LinkedIn may have targeted Plaintiff because of his nationality or perceived ethnicity, thereby denying him the same rights as other LinkedIn users. Cf. Gen. Bldg. Contractors Ass'n v. Pennsylvania, 458 U.S. 375 (1982).

217 **29 As a direct and proximate result of LinkedIn's conduct, Plaintiff was:** 217

- 218 (a) unable to enjoy the contractual benefits for which he paid, 218
 219 (b) lost valuable networking opportunities, 219
 220 (c) remains unemployed without recourse on LinkedIn's platform, 220
 221 (d) forced to endure endless incompetent "support" responses and a broken support system that utterly 221
 222 failed to remedy the harm, and 222
 223 (e) forced to lose and reconfigure \$150k in Azure startup-credits tied to his LinkedIn account. 223

224 224
 225 **30 Plaintiff is entitled to damages, including but not limited to restitution of fees paid,** 225
 226 **compensatory damages, punitive damages, and such other relief as the Court deems just and** 226
 227 **proper. See Johnson v. Ry. Express Agency, Inc., 421 U.S. 454 (1975).** 227

228 228
 229 **COUNT II: VIOLATION OF CALIFORNIA'S UNRUH CIVIL RIGHTS ACT** 229

230 (Cal. Civ. Code §§ 51, 52) and/or FEHA & Other Statutes 230

231 231
 232 **31 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.** 232

233 233
 234 **32 Under California's Unruh Civil Rights Act, Cal. Civ. Code §§ 51, 52, all persons within California** 234
 235 **are entitled to full and equal accommodations, advantages, facilities, privileges, or services in all** 235
 236 **business establishments, regardless of race, national origin, citizenship, or other protected** 236
 237 **characteristics. See Koebeke v. Bernardo Heights Country Club, 36 Cal. 4th 824 (2005).** 237

238 238
 239 **33 Defendant LinkedIn, operating a worldwide networking platform headquartered in California, is a** 239
 240 **"business establishment" within the meaning of the Unruh Civil Rights Act. See Isbister v. Boys'** 240
 241 **Club of Santa Cruz, Inc., 40 Cal. 3d 72 (1985).** 241

242 242
 243 **34 By allegedly singling out Plaintiff's use of a PRC flag while permitting other non-authentic** 243
 244 **images and by not providing a clear path for appeal or restoration, LinkedIn's conduct constitutes a** 244
 245 **violation of Plaintiff's right to be free from discriminatory treatment in a business establishment. Cf.** 245
 246 **Javorsky v. W. Athletic Clubs, Inc., 242 Cal. App. 4th 1386 (2015).** 246

247 247
 248 **35 Alternatively or additionally, if Plaintiff's status as a job seeker with limited literacy skills, or his** 248
 249 **national origin, formed a basis for LinkedIn's disparate treatment, such discrimination may also** 249
 250 **violate California's Fair Employment and Housing Act (FEHA), Cal. Gov't Code §§ 12900 et seq. See** 250
 251 **Harris v. City of Santa Monica, 56 Cal. 4th 203 (2013).** 251

252 252

36 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 and Cal. Civ. Code § 3294.

COUNT III: VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW

(Cal. Bus. & Prof. Code §§ 17200 et seq.)

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

38 California's Unfair Competition Law (UCL) prohibits any unlawful, unfair, or fraudulent business acts or practices. See *Cel-Tech Commc'ns, Inc. v. L.A. Cellular Tel. Co.*, 20 Cal. 4th 163 (1999).

39 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 LinkedIn engaged in conduct that is unfair and/or unlawful, in violation of the UCL. See *In re Tobacco II Cases*, 46 Cal. 4th 298 (2009).

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 time and trauma stemming from LinkedIn's broken support system, repeated paste-quality responses, and the loss of \$150k in Azure startup-credits.

41 Plaintiff seeks restitution, injunctive relief, and any other remedies available under the UCL, including reasonable attorneys' fees and costs as allowed by law. See *Korea Supply Co. v. Lockheed Martin Corp.*, 29 Cal. 4th 1134 (2003).

COUNT IV: VIOLATION OF CALIFORNIA'S CONSUMER LEGAL REMEDIES ACT

(Cal. Civ. Code §§ 1750 et seq.) (If Applicable)

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

43 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. See *Morgan v. AT&T Wireless Servs., Inc.*, 177 Cal. App. 4th 1235

289	(2009).	289
290		290
291	44 If the Court finds that LinkedIn's practices in marketing premium accounts, skills assessments,	291
292	or sponsored for-profit educational services are sufficiently linked to consumer transactions	292
293	covered by the CLRA, Plaintiff seeks:	293
294	(a) An injunction prohibiting LinkedIn from further engaging in the deceptive practices alleged herein;	294
295	(b) Actual damages and restitution of all fees paid;	295
296	(c) Punitive damages, attorneys' fees, and any other relief deemed appropriate.	296
297		297
298	45 Plaintiff reserves the right to amend this Complaint to fully address potential violations of the	298
299	CLRA or other consumer-protection statutes once formal discovery clarifies LinkedIn's marketing	299
300	and transactional conduct.	300
301		301
302	COUNT V: CLAIMS AGAINST MICROSOFT FOR ILLEGAL CROSS SITE SCRIPTING	302
303		303
304	AND VIOLATION OF AZURE TERMS OF SERVICE	304
305		305
306	46 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.	306
307		307
308	47 Plaintiff alleges that Microsoft, through its Azure service, illegally used cross site scripting to	308
309	interfere with Plaintiff's Azure Entra ID, preventing him from logging into his compute services and	309
310	causing significant disruption to Plaintiff's business and technical operations. Cf. Intel Corp. v.	310
311	Hamidi, 30 Cal. 4th 1342 (2003).	311
312		312
313	48 Such conduct, if proven, violates Microsoft Azure's own Terms of Service, as well as common	313
314	principles of fair dealing and non-interference with contractual or business relations. Cf. Ixchel	314
315	Pharma, LLC v. Biogen, Inc., 9 Cal. 5th 1130 (2020).	315
316		316
317	49 Plaintiff contends that Microsoft's actions were done either negligently or willfully, causing	317
318	Plaintiff to lose access to critical cloud-based services, incur additional expenses, and suffer	318
319	emotional distress in attempting to restore services essential to his professional pursuits. Cf. 18	319
320	U.S.C. § 1030.	320
321		321
322	50 As a direct and proximate result of Microsoft's conduct, Plaintiff seeks massive damages to	322
323	compensate for lost business operations, emotional harm, and any expenses incurred due to	323
324	reconfiguration of Plaintiff's technology environment. Plaintiff further seeks punitive damages to	324

deter Microsoft from engaging in such unlawful practices in the future. See Brady v. Dairy Fresh Prods. Co., 974 F.2d 1149 (9th Cir. 1992).

VI PRAYER FOR RELIEF

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

A. Compensatory Damages, including but not limited to reimbursement of the \$191 plus past subscription costs paid to LinkedIn, as well as damages relating to Plaintiff's loss of access to Azure services caused by Microsoft;

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, including massive damages against Microsoft for the alleged illegal cross site scripting;

D Injunctive Relief requiring:

1. LinkedIn to provide clarity and consistency in its suspension policies;
2. LinkedIn to restore Plaintiff's account, if feasible;
3. LinkedIn to provide a nondiscriminatory method of evaluating user profile images;
4. LinkedIn to refrain from misleading or fraudulent marketing and bot-driven sponsored advertisements for questionable for-profit educational institutions;
5. LinkedIn to implement a functional support portal that does not funnel "super banned" users to a broken web app with no backend, ensuring a meaningful path for resolving account issues;
6. Microsoft to cease any use of cross site scripting or other unlawful methods that interfere with users' Azure Entra IDs or compute services, and to provide assurances of compliance with Azure Terms of Service;

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;

361
362 G. Specific Damages related to the removal of \$150k in Azure startup-credits and the time, trauma, and
363 resources expended by Plaintiff in reconfiguring billing and services for his business operations, and
364 additional damages arising from Microsoft's alleged cross site scripting attack on Plaintiff's Azure Entra ID.
365
366 Dated: 3/6/2025
367 Burlington MA 01803
368
369 Respectfully submitted,
370
371 _____
372 Bo Shang (Pro Se or by Counsel)
373 10 McCafferty Way
374 Burlington MA 01803
375 781-999-4101
376 bo@shang.software

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EXHIBIT 1:

Linkedin's customer service promised a dozen times to help resolve the Plaintiff's account, only to send broken links each time. After the Plaintiff provided a screenshot, Linkedin ceased responding.

> This email was intended for Bo Shang. Learn why we include this.
 >
 > [image: LinkedIn]
 >
 > © 2025 LinkedIn Corporation, 1000 West Maude Avenue, Sunnyvale, CA 94085.
 > LinkedIn and the LinkedIn logo are registered trademarks of LinkedIn.
 > [---002:004254:37212---]
 >
 ...
 ...



Bo Shang <b0sh4ng@gmail.com>
 to LinkedIn, bo ▾

look at the error message on the bottom left

Ask questions about our Privacy Policy

First Name *

Bo

Last Name *

Shang

Email *

bo@shang.software

[Compromised Account](#)

[Reporting Inappropriate Content](#)

What can we help you with today? *

Delete my personal data on LinkedIn ▾

[Learn how to merge your accounts.](#)

☒ The above link didn't solve my issue. I still need help.


Your Question *


Dear LinkedIn Support, I purchased a 1 year subscription to LinkedIn Premium on Google Play on July 21 2024 (Transaction ID GPA.3391-6808-1006-33726) but was banned permanently 1 day later for having a profile picture that wasn't me. I was wondering if I could either have my account reinstated or I could have a refund?
 Thanks, Bo

Delete all or some of your [personal data..](#)

In order to answer your question or troubleshoot a problem, a LinkedIn representative may need to access your account, including, as needed, your messages and settings.

[Submit](#)

☒ I'm not a robot 
reCAPTCHA Privacy - Terms

 We're sorry. There was an error creating your case. Please try again.

LinkedIn Corporation © 2025 [About](#) [Transparency Center](#) [Privacy and Terms](#) ▾

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EXHIBIT 2:

Microsoft Azure launches a cross-site scripting attack against the Plaintiff's Microsoft Entra ID

**Prerequisites could not be configured****System assigned managed identity**

Azure will configure a system-assigned managed identity in order to enable the Microsoft Entra ID login extension. [Learn more](#)

**Microsoft Entra ID SSH Login Extension**

Unable to install Microsoft Entra ID based SSH Login extension: "

```
{\"name\\\": \"1111d508-7f62-4107-b970-064fad18a4d8\\\", \"statusCode\\\": 200, \"headers\\\": {}, \"content\\\": {\"name\\\": \"5d4ac031-162d-4271-b503-616ed744e191\\\", \"contentLength\\\": 2070}}
```

[Learn more](#)

**Virtual machine user or administrator login**

A virtual machine administrator login role on the resource group will allow login to the virtual machine via CloudShell. [Learn more](#)