**PDFSage Inc. | CA Superior Court at Santa Clara County  
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| **BO SHANG,** | 1:8 |
| **LINKEDIN CORPORATION,** | 1:13 |
| **MICROSOFT CORPORATION,** | 1:15 |
| **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 profile** | 2:61 |
| **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** | 2:67 |
| **incompetent and repetitive “support”—directing him to a non-functioning web form for “super** | 2:68 |
| **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,** | 2:71 |
| **time-consuming migration of billing and services.** | 2:72 |
| **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** | 3:77 |
| **competitive. Consequently, LinkedIn’s automated systems directed Plaintiff to its skills assessment** | 3:78 |
| **platform (alleged to be “broken”) and also displayed sponsored advertisements for the University** | 3:79 |
| **of Phoenix, a for-profit institution which Plaintiff contends is “about as illegal in reality as Trump** | 3:80 |
| **University was” in New York State court. Plaintiff alleges that much of LinkedIn’s marketing during** | 3:81 |
| **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 Defendant** | 3:98 |
| **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,” which has** | 3:102 |
| **impacted his ability to secure fair business dealings and recruitments via LinkedIn’s platform.** | 3:103 |
| **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 cloud-computing service,** | 4:118 |
| **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** | 4:123 |
| **opportunities. Over time, Plaintiff paid certain subscription fees (totaling $191 plus 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 |
| **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** | 4:139 |
| **opportunities. In addition, Plaintiff diligently attempted over a dozen times to contact LinkedIn** | 4:140 |
| **support to seek clarification and reinstatement, but each effort yielded only paste-quality replies** | 4:141 |
| **sending him to a non-functional web app that appears to lack any actual backend for so-called** | 4:142 |
| **“super banned” accounts. No formal tickets were created or confirmed, as proven by Plaintiff’s** | 4:143 |
| **recorded submissions.** | 4:144 |
| **18 Despite repeated attempts to seek clarification, Plaintiff was allegedly given no avenue to** | 5:146 |
| **resolve the matter or regain full access. These “support” responses were consistently incompetent** | 5:147 |
| **and caused severe emotional distress and wasted time, as Plaintiff had to repeat the same process** | 5:148 |
| **countless times with no meaningful support or follow-up from LinkedIn. See Molien v. Kaiser** | 5:149 |
| **Found. Hosps., 27 Cal. 3d 916 (1980).** | 5:150 |
| **19 Plaintiff contends that LinkedIn unjustly retained the fees he paid to build his professional** | 5:152 |
| **network, effectively taking the benefit of those funds while denying Plaintiff the corresponding** | 5:153 |
| **services. See Ward v. Taggart, 51 Cal. 2d 736 (1959).** | 5:154 |
| **20 Plaintiff further asserts that LinkedIn’s sign-up or onboarding process includes a bot that** | 5:156 |
| **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. & Prof. Code** | 5:177 |
| **§§ 17200 et seq.), and California’s Consumer Legal Remedies Act (Cal. Civ. Code §§ 1750 et seq.) by** | 5:178 |
| **promoting a fair and inclusive platform while failing to deliver on that promise. See Cel-Tech** | 5:179 |
| **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., Twitch** | 6:182 |
| **streamers with non-personal images) and suspending his profile solely on the basis of the PRC** | 6:183 |
| **flag, unlawfully discriminated against him and engaged in deceptive practices. This conduct injured** | 6:184 |
| **Plaintiff’s economic and professional interests and created a false impression of a fair user** | 6:185 |
| **experience, further aggravating the alleged discriminatory treatment. Cf. McDonnell Douglas Corp.** | 6:186 |
| **v. Green, 411 U.S. 792 (1973).** | 6:187 |
| **24 Plaintiff contends that Microsoft’s illegal cross site scripting, preventing Plaintiff from logging** | 6:189 |
| **into his Azure Entra ID, was either in retaliation for or closely tied to the same discriminatory** | 6:190 |
| **environment or negligence described above. Plaintiff seeks massive damages against Microsoft for** | 6:191 |
| **these alleged illegal actions, which purportedly violate the Azure Terms of Service and common** | 6:192 |
| **principles of fairness, and which caused widespread disruption to Plaintiff’s professional and** | 6:193 |
| **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 herein.** | 6:201 |
| **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,** | 7:225 |
| **compensatory damages, punitive damages, and such other relief as the Court deems just and** | 7:226 |
| **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 |
| **business establishments, regardless of race, national origin, citizenship, or other protected** | 7:236 |
| **characteristics. See Koebke v. Bernardo Heights Country Club, 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 Isbister v. Boys’** | 7:240 |
| **Club of Santa Cruz, Inc., 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 |
| **Javorsky v. W. Athletic Clubs, Inc., 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 |
| **Harris v. City of Santa Monica, 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 |
| **acts or practices. See Cel-Tech Commc’ns, Inc. v. L.A. Cellular Tel. Co., 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 In re Tobacco II Cases, 46 Cal. 4th 298 (2009).** | 8:269 |
| **40 Plaintiff has been damaged by LinkedIn’s unfair business practices in an amount to be** | 8:271 |
| **determined at trial, including the fees paid and lost opportunities, as well as the significant wasted** | 8:272 |
| **time and trauma stemming from LinkedIn’s broken support system, repeated paste-quality** | 8:273 |
| **responses, and the loss of $150k in Azure startup-credits.** | 8:274 |
| **41 Plaintiff seeks restitution, injunctive relief, and any other remedies available under the UCL,** | 8:276 |
| **including reasonable attorneys’ fees and costs as allowed by law. See Korea Supply Co. v.** | 8:277 |
| **Lockheed Martin Corp., 29 Cal. 4th 1134 (2003).** | 8:278 |
| **COUNT IV: VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT** | 8:280 |
| **42 Plaintiff incorporates by reference all preceding paragraphs as though fully set forth herein.** | 8:283 |
| **43 Plaintiff contends that LinkedIn’s conduct, including the alleged deceptive sign-up bot inquiries** | 8:285 |
| **and sponsored advertisements for a for-profit institution (the University of Phoenix) that Plaintiff** | 8:286 |
| **deems fraudulent, constitute violations of the California Consumer Legal Remedies Act (“CLRA”),** | 8:287 |
| **Cal. Civ. Code §§ 1750 et seq. See Morgan v. AT&T Wireless Servs., Inc., 177 Cal. App. 4th 1235** | 8:288 |
| **(2009).** | 9:289 |
| **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. Cf. 18** | 9:319 |
| **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 |