

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

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BO SHANG, Case No.: [Leave Blank for Court]

[Unlimited Civil Case – Amount in Controversy Exceeds \$25,000]

Plaintiff,

COMPLAINT FOR:

-against-

1. VIOLATION OF 42 U.S.C. § 1981

LINKEDIN CORPORATION, (Discrimination in the Making and
Enforcement of Contracts)

Defendant.

2. VIOLATION OF CALIFORNIA’S UNRUH CIVIL RIGHTS ACT

(Cal. Civ. Code §§ 51, 52), FEHA & Other Statutes

3. VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW

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

4. VIOLATION OF CALIFORNIA’S CONSUMER LEGAL REMEDIES ACT

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

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Plaintiff, BO SHANG (“Plaintiff”), appearing pro se (or by counsel if subsequently obtained), alleges as follows:

I. NATURE OF THE ACTION

1. Plaintiff is an American citizen of limited literacy ability who contends that LinkedIn Corporation (“LinkedIn” or “Defendant”) 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 received only generic, paste-quality responses each time. These replies redirected him to a broken web app that apparently has no functional backend for “super banned” accounts. As a result, no meaningful support or resolution was ever provided, and no confirmation emails or support tickets were ever generated—despite Plaintiff having recordings of his submissions. LinkedIn’s repetitive and incompetent handling of Plaintiff’s issue caused him severe distress, wasted significant time, and inflicted substantial emotional and professional harm 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”) paid over time to build up his professional network on LinkedIn. Plaintiff alleges this constitutes unjust enrichment or conversion of such funds. In addition, LinkedIn’s actions triggered the removal of \$150,000 in Microsoft Azure startup credits associated with Plaintiff’s account, forcing him to spend extensive time reconfiguring and setting up alternative billing for his existing services. This additional financial and logistical harm underscores the severity of LinkedIn’s misconduct.

3. Plaintiff brings this action under both federal and state law, including but not limited to:

- 42 U.S.C. § 1981, which prohibits discrimination in the making and enforcement of contracts;
- 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 applies 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 emphasizes that LinkedIn’s repetitive, incompetent “support” process—directing him to a non-functioning web form for “super banned” accounts—resulted in dozens of wasted submissions and no resolution, compounding the emotional and financial burdens. Moreover, losing \$150,000 in Azure credits due to LinkedIn’s account ban has

magnified Plaintiff's harm, as he was forced into a 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 what he hoped to gain from LinkedIn. Plaintiff chose the option indicating that he wanted greater visibility to recruiters. Consequently, LinkedIn's automated system directed Plaintiff to its skills assessment platform (allegedly "broken") and displayed sponsored advertisements for the University of Phoenix, a for-profit institution. Plaintiff contends that much of LinkedIn's marketing over his four years as a paid member has been fraudulent, akin to "Trump University," which faced legal action. Plaintiff therefore alleges violations of various state and federal laws concerning unfair or deceptive business practices.

II. JURISDICTION AND VENUE IN CALIFORNIA SUPERIOR COURT

7. This is an unlimited civil case. The Superior Court of California has jurisdiction over Plaintiff's claims because the amount in controversy exceeds \$25,000, and Plaintiff asserts causes of action arising under California law, among other claims (including a federal claim under 42 U.S.C. § 1981, which may be heard concurrently in state court).

8. Venue is proper in the Superior Court of California, County of Santa Clara, because Defendant LinkedIn Corporation has its principal place of business in Santa Clara County (Sunnyvale, California), and/or a substantial part of the events or omissions giving rise to Plaintiff's claims took place there.

9. 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.

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 increase his visibility to recruiters.

13. Plaintiff's profile image was a PRC flag. 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 without bans or account suspensions, indicating preferential treatment.

15. Plaintiff's account was suspended or banned after he set the PRC flag as his profile picture. Plaintiff contends he received no clear or satisfactory explanation from LinkedIn as to how the image violated any policy.

16. As a result, Plaintiff was prevented from communicating with recruiters, causing injury to his job search and leading to prolonged unemployment and lost professional opportunities. Plaintiff attempted to contact LinkedIn support over a dozen times to reinstate his account, but each time he received only generic, paste-quality replies directing him to a non-functional web app allegedly designed for "super banned" accounts. No support tickets were created or confirmation emails received, despite Plaintiff recording his submissions.

17. Plaintiff was given no meaningful avenue to resolve the matter or regain full access. These support interactions were consistently unhelpful and caused severe emotional distress and wasted time, as Plaintiff had to repeat the same process with no tangible support or follow-up.

18. Plaintiff contends that LinkedIn unjustly retained the fees he paid, effectively depriving him of both his account and the benefit of those funds.

19. Plaintiff further asserts that LinkedIn's sign-up or onboarding process includes a bot that purported to ask users what they hope to achieve on the platform. When Plaintiff indicated he wanted greater visibility for job recruitment, he was directed to LinkedIn's "broken" skills assessment platform and began receiving sponsored advertisements, notably from the University of Phoenix. Plaintiff considers these ads deceptive, likening the University of Phoenix to "Trump University," which was subject to legal action. Additionally, LinkedIn's ban and refusal to provide a functioning support channel resulted in the loss of \$150,000 in Microsoft Azure startup credits tied to Plaintiff's

LinkedIn or Microsoft credentials. Plaintiff was forced to migrate billing and services at considerable time and expense—further evidence, he contends, of LinkedIn’s gross negligence.

20. Plaintiff alleges that much of LinkedIn’s marketing over his paid membership has been fraudulent and misleading, potentially violating the Federal Trade Commission Act, California’s Unfair Competition Law, and the Consumer Legal Remedies Act, due to promoting a fair and inclusive platform while failing to honor those claims.

21. Plaintiff further alleges that LinkedIn discriminated against him by permitting other users with fictional or stylized profiles to remain active while banning his PRC flag image. This discrimination, he contends, deprived him of professional opportunities and inflicted economic, emotional, and reputational damage.

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 in performance, modification, and termination of such contracts.

24. By charging Plaintiff subscription fees and providing an account, Defendant entered into a contractual relationship with Plaintiff for services that included professional networking and platform access.

25. By banning or suspending Plaintiff’s PRC flag profile image without explanation, while affording more lenient treatment to other users with non-real 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) prevented from enjoying the contractual benefits for which he paid,
- (b) deprived of valuable networking opportunities,
- (c) left unemployed without recourse on LinkedIn’s platform,
- (d) forced to endure a broken “support” system that failed to remedy the harm,

(e) and compelled to lose and reconfigure \$150,000 in Azure startup credits tied to his LinkedIn account.

27. Plaintiff is entitled to damages, including 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 the Unruh Civil Rights Act, Cal. Civ. Code §§ 51 and 52, all persons within California are entitled to full and equal accommodations, advantages, facilities, privileges, and services in all business establishments, regardless of race, national origin, citizenship, or other protected characteristics.

30. Defendant, operating a global 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 PRC flag for removal or suspension while permitting other, similar or even less “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 national origin or limited literacy skills formed a basis for LinkedIn’s disparate treatment, this could also violate California’s Fair Employment and Housing Act (FEHA), Cal. Gov’t Code §§ 12900 et seq., and related civil-rights statutes.

33. Plaintiff seeks statutory damages, punitive damages, and all other available relief under the Unruh Civil Rights Act, FEHA, and other applicable statutes, including Cal. Civ. Code § 52 (which provides for statutory damages per offense) and Cal. Civ. Code § 3294 (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 act or practice.

36. By advertising itself as a fair and inclusive platform while selectively applying policies to ban Plaintiff's PRC flag profile image and by running allegedly misleading sponsored advertisements (e.g., from the University of Phoenix), Defendant engaged in unfair and/or unlawful conduct in violation of the UCL.

37. Plaintiff suffered economic and non-economic harm from LinkedIn's unfair business practices, including the loss of fees paid, lost professional opportunities, wasted time, emotional distress, and forfeiture of \$150,000 in Azure startup credits.

38. Plaintiff seeks restitution, injunctive relief, and all other remedies available under the UCL, as well as reasonable attorneys' fees and costs (if recoverable).

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 alleges that LinkedIn's conduct, including deceptive sign-up inquiries and sponsored advertisements for for-profit educational institutions (like the University of Phoenix), constitutes a violation of the California Consumer Legal Remedies Act (CLRA), Cal. Civ. Code §§ 1750 et seq., which bars deceptive practices in the sale or lease of goods or services.

41. To the extent the Court finds that LinkedIn's premium account marketing, skills assessment tools, and sponsored advertisements are consumer transactions covered by the CLRA, Plaintiff seeks:

- (a) An injunction prohibiting LinkedIn from continuing the deceptive practices alleged,
- (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 further address potential CLRA violations or other consumer-protection statutes once discovery reveals the full nature and scope of LinkedIn's marketing and

transactional conduct.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

A. Compensatory Damages, including reimbursement of the \$191 plus any other past subscription costs paid to LinkedIn;

B. Statutory Damages and Civil Penalties, as applicable under the Unruh Civil Rights Act (Cal. Civ. Code § 52), FEHA, the UCL, the CLRA, and other relevant statutes;

C. Punitive Damages under both federal and California law, including 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. Implement a non-discriminatory method of evaluating user profile images;

4. Refrain from misleading or fraudulent marketing and bot-driven sponsored advertisements for questionable for-profit educational institutions;

5. Implement a functional support portal that does not funnel "super banned" users to a broken web app with no backend, thereby providing a meaningful path for resolving account issues;

E. Attorneys' Fees and Costs, if Plaintiff obtains counsel and such fees are allowable;

F. Maximum Damages and Other Relief the Court deems just, proper, and equitable, including interest on any awarded amounts;

G. Specific Damages to address the \$150,000 in Azure startup credits lost and the time, trauma, and resources Plaintiff expended in reconfiguring billing and services tied to his LinkedIn account.

Dated: 2/13/25

Boston MA

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