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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Orange

**06/22/2017 at 11:51:43 AM**

Clerk of the Superior Court  
By Sarah Loose, Deputy Clerk

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
COUNTY OF ORANGE

KATHLEEN OLSON,

Plaintiff,

vs.

LINKEDIN CORPORATION; SYNCHRONY  
BANK AND DOES 1-10,

Defendants.

CASE NO. 30-2017-00927860-CU-BT-CXC

Judge Glenda Sanders

COMPLAINT FOR: CX101

1. VIOLATIONS OF UNFAIR  
COMPETITION LAW, CALIFORNIA  
BUS. & PROFESSIONS CODE 17200  
(Imposed Membership Fee );
2. VIOLATIONS OF UNFAIR  
COMPETITION LAW, CALIFORNIA  
BUS. & PROFESSIONS CODE 17200  
(Cancelled Membership Fee );
3. VIOLATIONS OF CALIFORNIA  
CONSUMERS LEGAL REMEDIES  
ACT, CALIFORNIA CIVIL CODE  
1750 *ET SEQ.*

As and for her causes of action against defendants LINKEDIN CORPORATION;  
SYNCHRONY BANK and DOES 1-10, Plaintiff KATHLEEN OLSON alleges as follows:

**GENERAL ALLEGATIONS**

1. All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein. Plaintiffs information and belief is based upon, *inter alia*, the investigation conducted to date by Plaintiff. Each allegation in this

1 Complaint either has evidentiary support or is likely to have evidentiary support after a  
2 reasonable opportunity for further investigation and discovery.  
3

4  
5 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

6 2. This action is brought pursuant to California Code of Civil Procedure §382,  
7 California Civil Code §1781 *et seq.*, and California Business and Professions Code §17200 *et*  
8 *seq.*

9 **THE PARTIES**

10 3. Plaintiff KATHLEEN OLSON is, and at all relevant times has been, a customer of  
11 Defendants and a resident of California. Plaintiff seeks relief in this action individually and on  
12 behalf of all similarly situated California residents.  
13

14 4. Defendant LINKEDIN CORPORATION; SYNCHRONY BANK AND DOES 1-  
15 10 (hereinafter referred to collectively as "LINKEDIN") are and at all times mentioned herein  
16 have been qualified to do business in the State of California.  
17

18 5. Plaintiff is ignorant of the true names and capacities of defendants sued as DOES  
19 1- 10, inclusive, and therefore sue these defendants by such fictitious names. The fictitious  
20 defendants named in this Complaint are sued pursuant to the provisions of C.C.P. § 474.  
21 Plaintiff is informed and believes, and upon that ground, alleges that each fictitious defendant is  
22 in some way responsible for, participated in, or contributed to the matters and things of which  
23 Plaintiff complains herein, and in some fashion, has legal responsibility therefor. When the exact  
24 nature and identity of such fictitious defendants' responsibility for, participation in, and  
25 contribution to the matters and things alleged herein are ascertained by Plaintiff, Plaintiff will  
26 seek to amend this Complaint and all proceedings herein to set forth the same.  
27  
28

1           6.       At all times mentioned defendants were each a person within the meaning of  
2 Business & Professions Code § 17201 and a person doing business within the meaning of CIVIL  
3 CODE 1671 (d).  
4

5                               **GENERAL ALLEGATIONS**

6           7.       As is set forth more particularly below, Plaintiff and the members of the proposed  
7 plaintiff classes are individuals resident in California who joined as members of LINKEDIN  
8 pursuant to the LINKEDIN Agreement, or successor agreements, from and after December 1,  
9 2012, and who paid charges for "Premium" membership which had not been ordered or approved  
10 by them and/or had been discontinued by them.  
11

12           8.       The Premium Membership Fees have generated substantial revenues and profits  
13 for LINKEDIN and its parents and affiliates. By this complaint, Plaintiff seeks, *inter alia*, to  
14 permanently enjoin the enforcement and threat of collection of the Premium Membership  
15 Fees and to recover as damages and/or restitution all Premium Membership Fees heretofore  
16 paid by members of the plaintiff classes who either (a) had not ordered or approved Premium  
17 membership or (b) had discontinued Premium membership after the initial "free" trial period.  
18

19           9.       The Premium Membership Fees constitute unlawful penalties that are void and  
20 unenforceable under California Civil Code § 1671 ("§ 1671"); unlawful and unfair under  
21 California's Unfair Competition Law, Bus. & Prof. Code Section 17200 *et seq.* (the "UCL");  
22 and unconscionable under California Civil Code Section 1750 *et seq.*, the Consumers Legal  
23 Remedies Act (the "CLRA").  
24

25           10.      Plaintiff therefore seeks, as alleged with greater particularity below, to (a)  
26 permanently enjoin Defendants from collecting the Premium Membership Fees from members  
27 of the plaintiff classes who either (a) had not ordered or approved Premium membership or (b)  
28

1 had discontinued Premium membership after the initial "free" trial period; (b) to impose a  
2 constructive trust on all amounts by which Defendants were unjustly enriched as a result of  
3 collecting the Premium Membership Fees; and, (c) to recover as damages and/or restitution  
4 all Premium Membership Fees heretofore paid by members of the plaintiff classes. Plaintiff  
5 also seeks to obtain all such other relief to which they may be entitled pursuant to Civil Code §  
6 1671, the UCL, the CLRA or any other applicable provision of California law, including,  
7 without limitation, disgorgement, actual damages and restitution.  
8

### 9 JURISDICTION AND VENUE

10 12. This Court has subject matter jurisdiction over this class action. This Court has  
11 personal jurisdiction over the parties because Plaintiff resides in California and submit to the  
12 jurisdiction of the Court, and because Defendants have systematically and continually conducted  
13 business in the County of Orange and throughout the State of California.  
14

15 13. Venue is proper in this Court pursuant to Civil Code § 1780(c), Bus. & Prof.  
16 Code§ 17203 and Civil Code §§ 395(a), 395(b) and 395.5. Defendants conduct business in this  
17 County and throughout the State of California, including Orange County. Plaintiff currently  
18 resides, and has resided for many years, in Orange County, and all the transactions that underlie  
19 her claims in this action arose in this County.  
20

21 14. Federal court subject matter jurisdiction over this action does not exist. Diversity  
22 of citizenship does not exist. Plaintiff asserts no federal question or violations of federal law in  
23 this Complaint. Plaintiff's individual claim does not exceed \$75,000.  
24

### 25 FACTUAL ALLEGATIONS

26 15. Plaintiff is, and at all times since before November 1, 2011 has been, a member of  
27 LINKEDIN, a web entity offering free membership for professionals to an online service.  
28

1 16. LINKEDIN provides this service to professionals throughout California.

2 17. The basic membership in LINKEDIN is free. LINKEDIN offers a "free" three  
3 month membership in its "Premium" Membership service. To do the trial period of three months  
4 LINKEDIN requires a credit number be provided. The Member is then given the choice after the  
5 trial period as to whether to continue or not. Plaintiff tried the "free" trial of Premium  
6 Membership in 2012. At that time she had to provide her credit card account information.  
7 Plaintiff informed LINKEDIN after her three month trial period she did not wish to continue the  
8 Premium service. Plaintiff had used a credit card which her family never used and which her  
9 husband (who deals with the families financial issues) did not check because of course he  
10 thought the card had not been used. It was not until this year, when Plaintiff was informed the  
11 card had "maxed out" that Plaintiff realized that LINKEDIN had been charging her account  
12 \$49.95 a month for the last 5 years. She demanded a refund. LINKEDIN informed her that their  
13 policy was that no refunds were possible. She also discovered at that time that LINKEDIN used  
14 SYNCHRONY BANK to make the deductions from her credit card account. To date LINKEDIN  
15 has charged her account for 5 years this Premium Membership Fees, and collected them (using  
16 Synchrony Bank as its billing company) from, Plaintiff and other classmembers.  
17  
18  
19

20 18. The Premium Membership Fees imposed by defendants are unconscionable, void  
21 and unenforceable and constitute an unlawful, unfair and deceptive practice under the UCL, and  
22 violate the CLRA, including without limitation Civil Code 16§§ 1770(a)(14) and 1770(a)(19).  
23

#### 24 **CLASS ACTION ALLEGATIONS**

25 19. Plaintiff brings this action on her own behalf and on behalf of all other persons  
26 similarly situated pursuant to the provisions of Code of Civil Procedure § 382 and Civil Code §  
27 1781.  
28

1           20. Plaintiff seeks certification of the following classes:

2           **a. The Imposed Membership Fee Class:** All individuals who were members of  
3 LINKEDIN during the last four years and paid a Premium membership Fee but had never  
4 requested or agreed to join the Premium Membership category.  
5

6           **b. The Cancelled Membership Fee Class:** All individuals who were trial members  
7 of the Premium service of LINKEDIN during the last four years who discontinued that service  
8 but were still charged for it.

9           21. Numerosity of the Classes:

10           The Imposed Membership Fee and Cancelled Membership Fee Classes are  
11 composed of at least thousands of individuals who are or were members of LINKEDIN, the  
12 joinder of which in one action would be impracticable. The disposition of their claims  
13 through this class action will benefit both the parties and the Court. The identities of  
14 individual members of the classes is ascertainable through defendants' billing records.  
15

16           22. Existence and Predominance of Common Questions of Fact and Law:

17           There is a well-defined community of interest in the questions of law and fact  
18 involved affecting the members of the proposed classes. The questions of law and fact  
19 common to the proposed classes predominate over questions affecting only individual class  
20 members.  
21

22           23. As to the Imposed Membership Fee Class, such questions include, but are  
23 not limited to, the following:

24           (a) Whether the Defendants' Premium Membership Fees are illegal, void and  
25 unenforceable pursuant to Civil Code §1671(d);  
26

27           (b) Whether damages are extremely difficult to determine;  
28

- (c) Whether Defendants' Premium Membership Fees are unconscionable;
- (d) Whether Defendants' Premium Membership Fees violate the UCL;
- (e) Whether Defendants' Premium Membership Fees violate the CLRA;
- (f) Whether Plaintiff and the proposed class members are entitled to declaratory relief pursuant to Code of Civil Procedure § 1060 regarding the Premium Membership Fees imposed by Defendants;
- (g) Whether Plaintiff and the proposed class members are entitled to restitution of Premium Membership Fees paid to Defendants;
- (h) Whether Plaintiff and the proposed class members are entitled to disgorgement of Premium Membership Fees that Defendants have collected;
- (i) Whether Plaintiff and the proposed class members are entitled to an award of reasonable attorneys' fees, pre-judgment interest and costs of this suit; and,
- (j) Whether Defendants should be enjoined from collecting Premium Membership Fees against members who had never requested such a membership.

24. As to the Cancelled Membership Fee Class, such questions include, but are not limited to, the following:

- (a) Whether the Defendants' Cancelled Membership Fees are illegal, void and unenforceable pursuant to Civil Code §1671(d);
- (b) Whether damages are extremely difficult to determine;
- (c) Whether Defendants conducted a reasonable endeavor, prior to imposing the Cancelled Membership Fee or including them in its Agreement, to fix fair average compensation for losses, if any, that it suffers when members pay late, and if so, whether the Cancelled Membership Fee reflect the results of such a reasonable endeavor;

- (d) Whether Defendants' Cancelled Membership Fee are unconscionable;
- (e) Whether Defendants' Cancelled Membership Fees violate the UCL;
- (f) Whether Defendants' Cancelled Membership Fees violate the CLRA;
- (g) Whether Plaintiff and the proposed class members are entitled to declaratory relief pursuant to Code of Civil Procedure § 1060 regarding the Cancelled Membership Fee imposed by Defendants;
- (h) Whether Plaintiff and the proposed class members are entitled to restitution of Cancelled Membership Fees paid to Defendants;
- (i) Whether Plaintiff and the proposed class members are entitled to disgorgement of Cancelled Membership Fees that Defendants have collected;
- (j) Whether Plaintiff and the proposed class members are entitled to an award of reasonable attorneys' fees, pre-judgment interest and costs of this suit; and,
- (k) Whether Defendants should be enjoined from collecting Cancelled Membership Fees from class members who discontinued membership.

25. Typicality:

Plaintiff is asserting claims that are typical of the proposed class members' claims, having paid Premium Membership Fees to Defendants. Plaintiff and the proposed class members have similarly suffered harm arising from Defendants' violations of the law, as alleged herein.

26. Adequacy:

Plaintiff is an adequate representatives of the proposed Classes. Her interests do not conflict with, and are not antagonistic to, the interests of the members of those classes. She



1 will fairly and adequately represent and protect the interests of the Classes. Plaintiff has  
2 retained counsel who are competent and experienced in the prosecution of class action litigation.

3 27. Superiority:

4 A class action is superior to other available means for the fair and efficient  
5 adjudication of Plaintiff's and the proposed class members' claims. Plaintiff and the members  
6 of the proposed classes have suffered irreparable harm as a result of defendants' unfair,  
7 unlawful, and unconscionable conduct. Because of the size of the individual class members'  
8 claims, few, if any, proposed class members could afford to seek legal redress for the wrongs  
9 complained of herein. Absent the class action, the proposed class members will continue to  
10 suffer losses and the violations of law described herein will continue without remedy, and  
11 Defendants will be permitted to retain the proceeds of their misdeeds. Defendants continue to  
12 engage in the unlawful, unfair, and unconscionable conduct that is the subject of this Complaint.

13 **FIRST CAUSE OF ACTION**

14 **VIOLATION OF THE UNFAIR COMPETITION LAW**

15 **(For Unfair Competition in Violation of Cal.**

16 **Bus. & Prof. Code § 17200 *et seq.*)**

17 **(Against All Defendants)**

18 **(Asserted by Plaintiff on Behalf of the Imposed Membership Fee Class)**

19 28. Plaintiff re-alleges all the allegations contained in Paragraphs 1 thru 27 as though  
20 fully incorporated herein.

21 29. Plaintiff brings this claim individually and on behalf of the members of the  
22 Imposed Membership Fee Class against all Defendants.

23 30. The California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et  
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1 seq. ("UCL"), defines unfair competition to include any "unlawful," "unfair," or "deceptive"  
2 Imposed Membership Fee act or practice. Cal. Bus. & Prof. Code § 17200. The UCL authorizes  
3 this Court to issue whatever orders or judgments may be necessary to prevent unfair or unlawful  
4 practices, or to "restore to any person in interest any money or property, real or personal, which  
5 may have been acquired by means of such unfair competition." *Id.* § 17203.  
6

7 31. The Imposed Membership Fee Class consists of all individuals who were  
8 members of LINKEDIN during the last four years and paid a Premium membership Fee but had  
9 never requested or agreed to join the Premium Membership category.  
10

11 32. Defendants' continuing imposition, enforcement and collection of unlawful,  
12 unconscionable and unenforceable Imposed Membership Fee constitutes an unlawful business  
13 practice in violation of Bus. & Prof. Code §§ 17200 *et seq.* Plaintiff and the members of the  
14 Imposed Membership Fee Class have suffered harm as a proximate result of the violations  
15 of law and wrongful conduct of defendants alleged herein.  
16

17 33. Plaintiff and the members of the Imposed Membership Fee Class have  
18 suffered an injury in fact resulting in the loss of money and/or property as a proximate  
19 result of the violations of law and wrongful conduct of Defendants alleged herein. Plaintiff,  
20 individually and on behalf of the members of the Imposed Membership Fee Class, seek an  
21 order of this Court preliminarily and permanently enjoining defendants from further  
22 enforcement and collection of Imposed Membership Fees as alleged herein. Plaintiff seeks  
23 an order:  
24

- 25 i. Requiring Defendants to cease their unlawful facts and practices;  
26 ii. Directing Defendants to make full restitution of all monies wrongfully  
27 obtained;  
28

iv. Providing such other and further relief as may be just and proper.

**SECOND CAUSE OF ACTION**  
**VIOLATION OF THE UNFAIR COMPETITION LAW**  
**(For Unfair Competition in Violation of Cal.**  
**Bus. & Prof. Code § 17200 *et seq.*)**  
**(Against All Defendants)**

34. Plaintiff re-alleges all the allegations contained in Paragraphs 1 thru 33 as though fully incorporated herein.

35. Plaintiff brings this claim individually and on behalf of the members of the Imposed Membership Fee Class against all Defendants.

36. The California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq. (“UCL”), defines unfair competition to include any “unlawful,” “unfair,” or “deceptive” Imposed Membership Fee act or practice. Cal. Bus. & Prof. Code § 17200. The UCL authorizes this Court to issue whatever orders or judgments may be necessary to prevent unfair or unlawful practices, or to “restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.” *Id.* § 17203.

37. The Cancelled Membership Fee Class consists of all individuals who were trial members of the Premium service of LINKEDIN during the last four years who discontinued that service but were still charged for it.

38. Defendants' continuing imposition, enforcement and collection of unlawful, unconscionable and unenforceable Cancelled Membership Fee constitutes an unlawful business practice in violation of Bus. & Prof. Code §§ 17200 *et seq.* Plaintiff and the

1 members of the Cancelled Membership Fee Class have suffered harm as a proximate result  
2 of the violations of law and wrongful conduct of defendants alleged herein.

3 39. Plaintiff and the members of the Cancelled Membership Fee Class have  
4 suffered an injury in fact resulting in the loss of money and/or property as a proximate  
5 result of the violations of law and wrongful conduct of Defendants alleged herein. Plaintiff,  
6 individually and on behalf of the members of the Cancelled Membership Fee Class, seek an  
7 order of this Court preliminarily and permanently enjoining defendants from further  
8 enforcement and collection of Cancelled Membership Fees as alleged herein. Plaintiff seeks  
9 an order:  
10

- 11 i. Requiring Defendants to cease their unlawful facts and practices;  
12  
13 ii. Directing Defendants to make full restitution of all monies wrongfully  
14 obtained;  
15  
16 iii. Forcing Defendants to disgorge all ill-gotten revenues and/or profits; and,  
17  
18 iv. Providing such other and further relief as may be just and proper.

### 19 **THIRD CAUSE OF ACTION**

20 **Violation of the Consumers Legal Remedies Act, California Civil Code §§ 1750 *et seq.***

21 **(Asserted by Plaintiff on Behalf of the Imposed Membership Fee  
22 and Cancelled Membership Fee Classes)**

23 40. Plaintiff re-alleges all the allegations contained in Paragraphs 1 thru 39 as though  
24 fully incorporated herein.

25 41. Plaintiff brings this claim individually and on behalf of the members of the  
26 Imposed Membership Fee Class and the Cancelled Membership Fee Class against all  
27 Defendants.  
28

1           42. Defendants, and each of them, have engaged in deceptive practices, unlawful  
2 methods of competition and/or unfair acts as defined by Civil Code § 1750, *et seq.*, to the  
3 detriment of Plaintiff and the members of the Imposed Membership Fee Class and the  
4 Cancelled Membership Fee Class. Plaintiff and the members of the Imposed Membership  
5 Fee Class and the Cancelled Membership Fee Class have suffered harm as a proximate  
6 result of the violations of law and wrongful conduct of defendants alleged herein.

7  
8           43. Defendants intentionally, knowingly, and unlawfully perpetrated harm upon  
9 Plaintiff and the Imposed Membership Fee Class and the Cancelled Membership Fee Class  
10 members by charging fees in violation of law. Defendants' policy and practice of  
11 imposing the Imposed Membership Fee Class and the Cancelled Membership Fee is  
12 unlawful, unethical, oppressive, fraudulent and malicious. The gravity of the harm to all  
13 consumers from Defendants' policies and practices far outweighs any purported utility those  
14 policies and practices have.

15  
16           45. Plaintiff and the members of the Imposed Membership Fee Class and the  
17 Cancelled Membership Fee Class have suffered harm as a proximate result of the violations  
18 of law and wrongful conduct of defendants alleged herein.

19  
20           46. Plaintiff and the members of the Imposed Membership Fee Class and the  
21 Cancelled Membership Fee Class have suffered an injury in fact resulting in the loss of  
22 money or property as a result of having paid the Premium Membership Fees.

23  
24           47. Pursuant to Bus. & Prof. Code § 17203, Plaintiff seeks an order of this Court  
25 permanently enjoining defendants from continuing to engage in their unfair and unlawful  
26 conduct as alleged herein. Plaintiff also seeks, *inter alia*, an order requiring Defendants to:

27           i. Immediately cease their unlawful acts and practices;

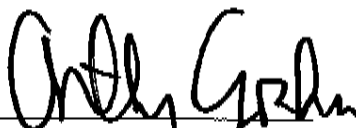
- ii. Make full restitution of all monies wrongfully obtained; and,
- iii. Disgorge all ill- gotten revenues and/or profits.

**PRAYERS**

**WHEREFORE**, Plaintiff prays for judgment as follows:

1. For an order certifying the Imposed Membership Fee Class and the Cancelled Membership Fee Class and appointing Plaintiff and her undersigned counsel of record to represent the Imposed Membership Fee Class and the Cancelled Membership Fee Class;
2. For a permanent injunction enjoining Defendants from in any way engaging in the unfair practices and violations of law set forth herein;
3. For full restitution of all funds acquired from Defendants' unfair and other violations of law, including disgorgement of profits;
4. For imposition of a constructive trust upon all monies and assets acquired as a result of their unfair practices;
5. For a judicial declaration regarding the validity of defendants' Imposed Membership Fees and the Cancelled Membership Fees;
6. Plaintiff be awarded costs of suit therein.
7. Plaintiff be awarded compensatory damages according to proof.
8. That the Court grants Plaintiff any additional awards as it finds just and proper.

Dated: June 12, 2017

  
Anthony G. Graham  
Attorneys for Plaintiff  
KATHLEEN OLSON