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11 *Motion for admission pro hac vice to be filed

12 ATTORNEYS FOR PLAINTIFF AND THE PUTATIVE CLASS

HRL

13 UNITED STATES DISTRICT COURT
14 NORTHERN DISTRICT OF CALIFORNIA

CV Case No. 12 3088

15 KATIE SZPYRKA, individually and on
behalf of all others similarly situated,

16 Plaintiff,

17 v.

18 LINKEDIN CORPORATION, a Delaware
19 corporation,

20 Defendant.

) CLASS ACTION COMPLAINT FOR:

-) (1) Violations of Cal. Bus. & Prof. Code § 17200;
-) (2) Violations of Cal. Civ. Code § 1750;
-) (3) Breach of Contract;
-) (4) Breach of the Implied Covenant of Good Faith and Fair Dealing;
-) (5) Breach of Implied Contracts;
-) (6) Negligence;
-) (7) Negligence Per Se;

) DEMAND FOR JURY TRIAL

FAXED ORIGINAL

1 Plaintiff Katie Szyrka, by and through her attorneys, upon personal knowledge as to
2 herself and her own acts, and upon information and belief as to all other matters, alleges as
3 follows:

4 NATURE OF THE ACTION

5 1. Plaintiff Katie Szyrka brings this class action complaint against LinkedIn
6 Corporation (“LinkedIn”) for failing to properly safeguard its users’ digitally stored
7 personally identifiable information (“PII”), including e-mail addresses, passwords, and login
8 credentials. LinkedIn violated its own User Agreement and Privacy Policy by failing to
9 utilize long-standing industry standard protocols and technology to protect Plaintiff and the
10 Class members’ PII.

11 2. LinkedIn is an Internet company that owns and operates the website
12 www.Linkedin.com — a social networking website with over 120 million registered users
13 worldwide.

14 3. Through its Privacy Policy, LinkedIn promises its users that “[a]ll information
15 that [they] provide [to LinkedIn] will be protected with industry standards protocols and
16 technology.”¹ In direct contradiction to this promise, LinkedIn failed to comply with basic
17 industry standards by maintaining millions of users’ PII in its servers’ databases in a weak
18 encryption format, and without implementing other crucial security measures.

19 4. Sometime this year, hackers infiltrated LinkedIn’s servers and accessed
20 database(s) containing its users’ PII. After retrieving this data, the hackers publicly posted
21 over 6 million LinkedIn users’ passwords online. Because LinkedIn used insufficient
22 encryption methods to secure the user data, hackers were able to easily decipher a large
23 number of the passwords.

24 5. While some security threats are unavoidable in a rapidly developing
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26 ¹ LinkedIn “Privacy Policy,”
27 http://www.linkedin.com/static?key=privacy_policy&trk=hb_ft_priv (last visited June 12,
28 2012).

1 technological environment, LinkedIn’s failure to comply with long standing industry
2 standard encryption protocols jeopardized its users’ PII, and diminished the value of the
3 services provided by Defendant — as guaranteed by its own contractual terms.

4 **PARTIES**

5 6. Plaintiff Katie Szyrka is a natural person and resident of the State of Illinois.
6 Plaintiff is a registered user of LinkedIn’s services.

7 7. Defendant LinkedIn Corporation is a corporation incorporated and existing
8 under the laws of the State of Delaware, with its principal place of business at 2029 Stierlin
9 Court, Mountain View, California 94043. LinkedIn does business throughout the State of
10 California and the United States.

11 **JURISDICTION AND VENUE**

12 8. This Court has original jurisdiction over this action pursuant to 28 U.S.C.
13 § 1331. The Court also has subject matter jurisdiction pursuant to § 1332(d), because (a) at
14 least one member of the putative class is a citizen of a state different from Defendant, (b) the
15 amount in controversy exceeds \$5,000,000.00, exclusive of interest and costs, and (c) none of
16 the exceptions under the subsection apply to this action.

17 9. Venue is proper in this District under 28 U.S.C. § 1391(a) because Defendant
18 maintains its headquarters and principal place of business in this District and a substantial
19 part of the events giving rise to Plaintiff’s Complaint occurred in this District.

20 **FACTUAL BACKGROUND**

21 10. LinkedIn’s website states that it “operates the world’s largest professional
22 network on the Internet with more than 120 million members in over 200 countries and
23 territories [and] represents a valuable demographic for marketers with an affluent &
24 influential membership.”²

25 11. A customer may sign up for a membership at www.Linkedin.com by
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27 ² LinkedIn “About Us,” <http://press.linkedin.com/about> (last visited June 12, 2012).

1 providing a valid e-mail address and a registration password. LinkedIn then stores these
2 credentials in databases located on its servers. Once registered, users build personal
3 “profiles” by providing LinkedIn with various types of demographic, occupational, and
4 cultural information, including employment and educational history.

5 12. Defendant also offers users the ability to upgrade to a paid “premium”
6 account, with prices ranging from \$19.95 to \$99.95 per month.

7 13. Regardless of whether a user signs up for a free or premium account, LinkedIn
8 asserts through its Privacy Policy that it will safeguard its users’ sensitive PII, specifically
9 that: “All information that you provide will be protected with industry standard protocols and
10 technology.” Plaintiff and the Class agreed to LinkedIn’s User Agreement and Privacy Policy
11 in order to register and use LinkedIn’s services.

12 14. Importantly, Plaintiff and the Class members relied on LinkedIn’s
13 representation that it uses “industry standard protocols and technology” to preserve the
14 integrity and security of their personal information in agreeing to create an account and
15 provide their PII to the company, and when deciding to purchase “premium” accounts.

16 **LinkedIn Fails to Properly Encrypt its Users’ PII**

17 15. As introduced above, LinkedIn digitally stores millions of users’ PII in a
18 large-scale commercial database on its servers, and promises through its Privacy Policy that
19 it uses “industry standard protocols and technology” to protect such PII.

20 16. However, and despite its contractual obligation to use best practices in storing
21 user data, LinkedIn failed to utilize basic industry standard encryption methods. In particular,
22 LinkedIn failed to adequately protect user data because it stored passwords in unsalted SHA1
23 hashed³ format. The problem with this practice is two-fold. First, SHA-1 is an outdated
24 hashing function, first published by the National Security Agency in 1995. Secondly, storing

25
26 ³ In simplest terms for purposes of this Complaint, “hashing” refers to the process by
27 which a password is inputted into a cryptographic hash function and converted into an
unreadable, encrypted format.

1 users' passwords in hashed format without first "salting" the password runs afoul of
2 conventional data protection methods, and poses significant risks to the integrity users'
3 sensitive data.

4 17. Industry standards require at least the additional process of adding "salt" to a
5 password before running it through a hashing function — a process whereby random values
6 are combined with a password before the text is input into a hashing function. This procedure
7 drastically increases the difficulty of deciphering the resulting encrypted password.

8 18. More common standard practice is to salt passwords before inputting them
9 into a hash function, to then salt the resulting hash value, and again run the hash value
10 through a hashing function. Finally, that fully encrypted password is stored on a separate and
11 secure server apart from all other user information. Defendant's data protection procedures
12 fall well short of this level of security.

13 19. LinkedIn failed to use a modern hashing and salting function, and therefore
14 drastically exacerbated the consequences of a hacker bypassing its outer layer of security. In
15 so doing, Defendant violated its Privacy Policy's promise to comply with industry standard
16 protocols and technology for data security.

17 **The Attack on LinkedIn's Database**

18 20. Preliminary reports indicate that LinkedIn's servers were breached through a
19 common hacking method known as an "SQL injection" attack. This hacking technique
20 involves exploiting weaknesses existing in a company's website to penetrate deeper into
21 back-end servers that contain databases of sensitive user information.

22 21. If true, LinkedIn's failure to adequately protect its website against SQL
23 injection attacks — in conjunction with improperly securing its users' PII — would
24 demonstrate that the company employed a troubling lack of security measures.

25 22. In fact, the Federal Trade Commission ("FTC") has filed complaints against
26 corporations claiming to secure customer data while remaining vulnerable to SQL injection
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1 attacks.⁴ In the referenced case, the FTC filed a complaint in 2003 against the “Guess?”
2 clothing company. The complaint alleges that despite a posted policy ensuring reasonable
3 Internet security measures, “Guess?” stored customers’ PII in an unencrypted database
4 concomitantly with poor website security. The FTC argued that these practices constituted
5 unfair or deceptive practices affecting commerce in violation of federal law.

6 23. Moreover, the National Institute of Standards and Technology (“NIST”)
7 provides basic network security checklists that enumerate steps to avoid SQL injection
8 vulnerabilities.⁵ The failure of a large company tasked with protecting millions of users’ PII,
9 such as LinkedIn, to act pursuant to these basic security checklists would further belie its
10 assertion that it employed industry standard protocols and technology to secure its customers’
11 PII.

12 24. Had LinkedIn used proper encryption methods, and a hacker were able to
13 penetrate LinkedIn’s network, he would be limited in his ability to inflict harm. For example,
14 a hacker still might be able cause temporary internal havoc in the operation of the website, or
15 “vandalize” the appearance of pages by altering its code, he would not be able to access user
16 databases. Moreover, if LinkedIn used appropriate encryption methods — yet failed to secure
17 its database — the stolen PII would be useless, as it would be indecipherable.

18 25. On June 6, 2012, a list of approximately 6.5 million hashed passwords
19 retrieved from LinkedIn’s database was publicly posted online by hackers. Because the
20 passwords were only hashed with a weak hashing function (and not salted), individuals were
21 able to quickly decipher a large contingency of the posted passwords in a matter of hours. It
22 quickly became apparent that the passwords belonged to LinkedIn users.

23 26. Only after third party observers publicly announced the origin of the password
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25 ⁴ *In the Matter of Guess?, Inc. and Guess.com Inc.*, (Case No. C-4091) (FTC, July 30,
26 2003) (available at <http://www.ftc.gov/os/2003/08/guesscomp.pdf>).

27 ⁵ National Checklist Program Repository, <http://checklists.nist.gov> (last visited June
28 14, 2012).

1 list did LinkedIn become aware that its security had been breached and that confidential
2 information had been removed. Initially, LinkedIn publicly responded by stating, “Our
3 security team continues to investigate this morning’s reports of stolen passwords. At this
4 time, we’re still unable to confirm that any security breach has occurred.”⁶

5 27. However, on June 9, 2012, LinkedIn admitted that it was not handling user
6 data in accordance with best practices. LinkedIn stated that “one of our major initiatives was
7 the transition from a password database system that hashed passwords, i.e. provided one
8 layer of encoding, to a system that both hashed and salted the passwords, i.e. provided an
9 extra layer of protection that is a widely recognized best practice within the industry. That
10 transition was completed prior to news of the password theft breaking on Wednesday. We
11 continue to execute on our security roadmap, and we’ll be releasing additional enhancements
12 to better protect our members.”⁷ But these actions were too little too late — LinkedIn’s
13 transition to more stringent data protection practices clearly occurred *after* its servers were
14 breached, as the passwords publicly posted were, by its own admission, only hashed.

15 28. That LinkedIn did not recognize its databases had been compromised until it
16 was informed through public channels provides further evidence that the company didn’t
17 adhere to industry standards. Specifically, LinkedIn did not implement, or it poorly
18 implemented, an intrusion detection system to properly identify and quickly respond to
19 attacks on its servers.

20 **LinkedIn’s Business Model**

21 29. LinkedIn offers products and services in the form of online applications to be
22 used in conjunction with online social networks.

23 _____
24 ⁶ Updating Your Password on LinkedIn and Other Account Security Best Practices,
25 <http://blog.linkedin.com/2012/06/06/updating-your-password-on-linkedin-and-other-account-security-best-practices/> (last visited June 12, 2012).

26 ⁷ An Update On Taking Steps To Protect Our Members,
27 <http://blog.linkedin.com/2012/06/09/an-update-on-taking-steps-to-protect-our-members/> (last visited June 12, 2012).

1 | paid \$26.95 per month.

2 | 36. In signing up to utilize LinkedIn, Plaintiff submitted her first name, last name,
3 | email address and a unique password to LinkedIn.

4 | 37. In creating an account with Defendant, Plaintiff agreed to LinkedIn's User
5 | Agreement and Privacy Policy, including the material term that "Personal information you
6 | provide will be secured in accordance with industry standards protocols and technology."

7 | **CLASS ALLEGATIONS**

8 | 38. Plaintiff Katie Szyrka brings this action pursuant to Fed. R. Civ. P. 23(b)(2)
9 | and (3) on behalf of herself and a Class and SubClass of similarly situated individuals,
10 | defined as

11 | **LinkedIn User Class:** All individuals and entities in the United States
12 | who had a LinkedIn account on or before June 6, 2012.

13 | **Upgraded LinkedIn User SubClass:** All LinkedIn User Class
14 | Members who paid a monthly fee to LinkedIn for an upgraded
15 | account.

15 | Excluded from the Class and SubClass are: 1) any Judge or Magistrate presiding over this
16 | action and members of their families; 2) Defendant, Defendant's subsidiaries, parents,
17 | successors, predecessors, and any entity in which the Defendant or its parents have a
18 | controlling interest and their current or former employees, officers and directors; 3) counsel
19 | for Plaintiff and Defendant; 4) persons who properly execute and file a timely request for
20 | exclusion from the class; 5) the legal representatives, successors or assigns of any such
21 | excluded persons; and 6) all persons who have previously had claims similar to those alleged
22 | herein finally adjudicated or who have released their claims against Defendant; 7) as well as
23 | any individual who contributed to the unauthorized access of LinkedIn's database.

24 | 39. The exact number of Class and SubClass members is unknown to Plaintiff at
25 | this time, but on information and belief, there are hundreds of thousands of persons in the
26 | Class and SubClass, making joinder of each individual member impracticable. Ultimately,

1 Class and SubClass members will be easily identified through Defendant's records.

2 40. Plaintiff's claims are typical of the claims of all of the other members of the
3 Class and SubClass.

4 41. Plaintiff will fairly and adequately represent and protect the interests of the
5 other members of the Class and SubClass. Plaintiff has retained counsel with substantial
6 experience in prosecuting complex litigation and class actions. Plaintiff and her counsel are
7 committed to vigorously prosecuting this action on behalf of the members of the Class and
8 SubClass, and have the financial resources to do so. Neither Plaintiff nor her counsel have
9 any interest adverse to those of the other members of the Class and SubClass.

10 42. Absent a class action, most members of the Class would find the cost of
11 litigating their claims to be prohibitive and will have no effective remedy. The class
12 treatment of common questions of law and fact is also superior to multiple individual actions
13 or piecemeal litigation in that it conserves the resources of the courts and the litigants, and
14 promotes consistency and efficiency of adjudication.

15 43. LinkedIn has acted and failed to act on grounds generally applicable to
16 Plaintiff and the other members of the Class and SubClass, requiring the Court's imposition
17 of uniform relief to ensure compatible standards of conduct toward the members of the Class
18 and SubClass.

19 44. The factual and legal bases of LinkedIn's liability to Plaintiff and to the other
20 members of the Class and SubClass are the same and resulted in injury to Plaintiff and all of
21 the other members of the Class. Plaintiff and the other members of the Class and SubClass
22 have all suffered harm as a result of LinkedIn's wrongful conduct.

23 45. There are many questions of law and fact common to the claims of Plaintiff
24 and the other members of the Class and SubClass, and those questions predominate over any
25 questions that may affect individual members of the Class and SubClass. Common questions
26 for the Class and SubClass include but are not limited to the following:

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- (a) whether LinkedIn failed to protect users' PII with industry standard protocols and technology;
- (b) whether storing user e-mails and passwords in a partially unencrypted format complied with industry standard protocols and technology;
- (c) whether LinkedIn's conduct described herein violated the Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
- (d) whether LinkedIn's conduct describe herein violated the California Legal Remedies Act (Cal. Civ. Code §§ 1750, *et seq.*);
- (e) whether LinkedIn's conduct described herein constitutes a breach of contract;
- (f) whether LinkedIn's conduct described herein constitutes breach of the implied covenants of good faith and fair dealing;
- (g) whether LinkedIn's conduct described herein constitutes breach of implied contracts;
- (h) whether LinkedIn's conduct described herein was negligent and/or grossly negligent; and,
- (i) whether LinkedIn's conduct described herein constitutes negligence *per se.*

46. Plaintiff reserves the right to revise the definitions of the Class and SubClass based on further investigation, including facts learned in discovery.

FIRST CAUSE OF ACTION
Violation of California's Unfair Competition Law
Cal. Bus. & Prof. Code §§ 17200, *et seq.*
(On Behalf of Plaintiff and the Class and SubClass)

47. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

48. California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code §§ 17200, *et seq.*, protects both consumers and competitors by promoting fair competition in commercial markets for goods and services.

1 49. The UCL prohibits any unlawful, unfair or fraudulent business act or practice.
2 A business practice need only meet one of the three criteria to be considered unfair
3 competition. An unlawful business practice is anything that can properly be called a business
4 practice and that at the same time is forbidden by law.

5 50. As described herein, Defendant's knowing and willful failure to safeguard and
6 secure its users' sensitive PII violates the UCL.

7 51. Commonly accepted and widely practiced industry standards provide that
8 sensitive PII stored in a commercial database should be not be accessible to extraction and
9 simple decryption, and commercially reasonable methods to prevent such access are widely
10 known throughout the security industry.

11 52. LinkedIn willfully and knowingly failed to expend the resources necessary to
12 protect the sensitive data entrusted to it by Plaintiff and the Class in clear contradiction of
13 accepted industry standards for database security and its own agreements. In creating the
14 perception that it followed industry standard protocols for database protection, and explicitly
15 stating as much, LinkedIn gained an unfair advantage over its competitors.

16 53. Additionally, LinkedIn deceived consumers by providing in its Privacy Policy
17 that its users' PII would be "protected with industry standard protocols and technology."

18 54. By failing to maintain its consumers' personal data in a properly encrypted
19 database, LinkedIn failed to use commercially reasonable safeguards to protect its
20 consumers' personal data. Storing sensitive PII in simple hashed values is not commercially
21 reasonable and does not comport with industry standard protocols and technology, as
22 promised.

23 55. Plaintiff and the Class members relied on LinkedIn's misrepresentations that it
24 would employ industry standard protocols and technology to safeguard their personal data.

25 56. By failing to employ industry standard protocols and technology to safeguard
26 its users' personal data, LinkedIn violated its own written policy and acted deceptively.

1 57. Defendant has violated the “unlawful” prong of the UCL because its conduct
2 as alleged herein violated the Consumer Legal Remedies Act, Cal. Civ. Code §§ 1750 *et seq.*

3 58. Defendant has violated the fraudulent prong of the UCL by misrepresenting to
4 its users that it would employ industry standard protocols and technology to safeguard and
5 secure their PII in order to induce reliance on its statements for commercial gain.

6 59. LinkedIn’s misrepresentations regarding its security procedures were likely to
7 deceive the public because they were authoritative descriptions made in the contracts
8 between LinkedIn and its users. Because PII privacy and security is likely to, and does, affect
9 consumers’ willingness to use and pay for a service, LinkedIn’s misrepresentations were
10 material.

11 60. Defendant has violated the unfair prong of the UCL because it operated a
12 business that induced consumers to submit PII with the written assurance that the data would
13 be protected through industry standard protocols and technology. However, Defendant
14 knowingly failed to employ industry standard protocols and technology for data protection,
15 causing the widespread exposure of its users’ PII. Thus, Defendant’s failure to implement
16 industry-standard security practices caused harm to consumers that substantially outweigh
17 any benefit LinkedIn received from its practices.

18 61. Defendant’s unfair or deceptive practices occurred primarily and substantially
19 in California. Decisions concerning the retention and safeguarding of user information were
20 made in California, LinkedIn maintains all or a substantial part of its computer systems
21 containing user information in California, and the security breach of its computer systems
22 took place primarily and substantially in California.

23 62. As a result of LinkedIn’s conduct as alleged herein, Plaintiff and the Class
24 members have lost money and/or property. All Class members have lost money in the form
25 of the value of their personal data. They have lost property in the form of their breached
26 personal data, which is of great value to LinkedIn, LinkedIn’s advertisers, and malicious
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1 actors. Additionally, SubClass members have lost money in the form of monthly membership
2 fees paid partially in exchange for LinkedIn promising to use industry standard protocols and
3 technology to protect their personal data. Because LinkedIn failed to deliver on its bargained-
4 and paid-for promise, SubClass members have suffered economic damage.

5 63. Pursuant to Cal. Bus. & Prof. Code §§ 17203 and/or 17204, Plaintiff seeks an
6 order permanently enjoining Defendant from continuing to engage in the unfair and unlawful
7 conduct described herein. Plaintiff seeks an order requiring Defendant to (1) immediately
8 stop the unlawful practices stated in this Complaint; (2) ensure that LinkedIn user data does
9 not appear in Internet search engines; (3) ensure that LinkedIn employs commercially
10 reasonable methods to safeguard its user data; and, (4) pay attorney's fees, and costs pursuant
11 to Cal. Code Civ. Proc. § 1021.5.

12 **SECOND CAUSE OF ACTION**
13 **Violation of the Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.***
14 **(On Behalf of Plaintiff and the Class and SubClass)**

14 64. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

15 65. The Consumers Legal Remedies Act, Cal. Civ. Code §§ 1750, *et seq.*
16 ("CLRA") prohibits the act, use or employment by any person of any deception, fraud, false
17 pretense, false promise, misrepresentation, concealment, suppression or omission of any
18 material fact with intent that others rely upon such act in connection with the sale or
19 advertisement of any merchandise whether or not any person has in fact been misled,
20 deceived or damaged thereby.

21 66. As described within, Defendant has engaged in deceptive practices, unlawful
22 methods of competition, and/or unfair acts as defined by the CLRA, to the detriment of
23 Plaintiff and the Class.

24 67. Defendant, acting with knowledge, intentionally and unlawfully brought harm
25 upon Plaintiff and the Class by deceptively inducing Plaintiff and the Class to register with
26 LinkedIn based upon deceptive and misleading representations that it would take
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1 commercially reasonable steps to safeguard its users' sensitive PII in line with industry
2 standards and technology. Specifically, Defendant violated the CLRA by violating
3 § 1770(a)(5) by representing that goods or services have characteristics and benefits, which
4 they do not have. Specifically, LinkedIn represented that it used industry standard protocols
5 and technology to protect its consumers' data, which it did not actually do.

6 68. Plaintiff and the Class members purchased LinkedIn's products and services
7 by paying LinkedIn with valuable personal information, thereby making them consumers
8 under the CLRA. Likewise, Plaintiff and SubClass members paid money to Defendant in the
9 form of monthly subscription fees for Defendant's services.

10 69. Plaintiff and the Class members relied on LinkedIn's promise to use industry
11 standard protocols and technology to safeguard their personal data in registering a LinkedIn
12 account. Because LinkedIn intended Plaintiff and the Class to rely as such, LinkedIn's
13 misstatements occurred as part of a transaction intended to result in a sale or lease of goods
14 to consumers.

15 70. Plaintiff and the Class have suffered harm as a direct and proximate result of
16 the Defendant's violations of law and wrongful conduct.

17 71. Under Cal. Civ. Code §§ 1780(a) and (b), Plaintiff and the Class seek
18 injunctive relief requiring Defendant to cease and desist the illegal conduct described herein,
19 and any other appropriate remedy for violations of the CLRA. For the sake of clarity,
20 Plaintiff explicitly disclaims any claim for damages under the CLRA at this time.

21 **THIRD CAUSE OF ACTION**
22 **Breach of Contract**
23 **(On Behalf of Plaintiff and the Class)**

24 72. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

25 73. In order to use its social-networking applications, Defendant required that
26 Plaintiff and the other Class members affirmatively assent to its User Agreement and Privacy
27 Policy (the "Agreement"). Plaintiff and the other Class members assented to the Agreement
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1 by registering for and using LinkedIn's service.

2 74. The Agreement's provisions constitute a valid and enforceable contract
3 between Plaintiff and Class members on the one hand, and Defendant on the other.

4 75. Under the terms of the Agreement, Plaintiff and the other Class members
5 agreed to pay LinkedIn in the form of their valuable personal data in exchange for LinkedIn's
6 products and services and LinkedIn's promise to use industry standard protocols and
7 technology to protect Class members' data.

8 76. Under the Agreement, in order to use Defendant's social networking
9 applications, Plaintiff and the other Class members transmitted several pieces of sensitive PII
10 to Defendant, including but not limited to their e-mail addresses and corresponding
11 passwords. In turn, under the Agreement, Defendant promised that LinkedIn would protect
12 its users' PII with "industry standard protocols and technology."

13 77. Defendant materially breached the terms of the Agreement by its wrongful
14 conduct alleged herein, including failing to properly secure its databases, thereby allowing
15 Plaintiff's and the Class's sensitive PII to be compromised, exposing Plaintiff and the other
16 Class members to a heightened risk of identity theft, causing Plaintiff and the other Class
17 members distress related to their unsecured personal data, as well as distress related to the
18 security of their other personal accounts being exposed and accessed without authorization.

19 78. As a result of Defendant's misconduct and breach of the Agreement described
20 herein, Plaintiff and Class members suffered injury. Plaintiff and the other Class members
21 did not receive the benefit of the bargain for which they contracted and for which they paid
22 valuable consideration in the form of their personal information, which has ascertainable
23 value to be proven at trial.

24 **FOURTH CAUSE OF ACTION**
25 **Breach of Contract**
(On Behalf of Plaintiff and the SubClass)

26 79. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
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1 80. In order to use its social-networking applications, Defendant required that
2 Plaintiff and the other SubClass members affirmatively assent to its User Agreement and
3 Privacy Policy (the “Agreement”). Plaintiff and the SubClass members assented to the
4 Agreement by registering for and using LinkedIn’s service.

5 81. The Agreement’s provisions constitute a valid and enforceable contract
6 between Plaintiff and SubClass members on the one hand, and Defendant on the other.

7 82. Under the terms of the Agreement, Plaintiff and the other SubClass members
8 agreed to pay LinkedIn a monthly fee in exchange for upgraded versions of LinkedIn’s
9 products and services, and LinkedIn’s promise to use industry standard protocols and
10 technology to protect SubClass members’ data.

11 83. As described herein, Defendant materially breached the terms of the
12 Agreement by failing to use industry standard protocols and technology to protect Plaintiff’s
13 and the other SubClass members’ data as promised.

14 84. As a result of Defendant’s misconduct and breach of the Agreement described
15 herein, Plaintiff and the other SubClass members suffered injury in the form of monies paid
16 to Defendant. Plaintiff and SubClass members did not receive the benefit of the bargain for
17 which they contracted, and for which they paid monthly fees.

18 **FIFTH CAUSE OF ACTION**
19 **Breach of the Implied Covenant of Good Faith and Fair Dealing**
20 **(On Behalf of Plaintiff and the Class and SubClass)**

21 85. Plaintiff incorporates the foregoing allegations as if fully set forth herein,
22 excluding paragraphs 71–84).

23 86. Plaintiff hereby pleads in the alternative to the Third and Fourth Causes of
24 Action.

25 87. In order to use Defendant’s social-networking site, Plaintiff and the other
26 Class and SubClass members affirmatively assented to Defendant’s User Agreement and
27 Privacy Policy.

1 88. The Agreement’s provisions constitute a valid and enforceable contract
2 between Plaintiff and Class and SubClass members on the one hand, and Defendant on the
3 other.

4 89. Implicit in the Agreement were contract provisions that prevented Defendant
5 from engaging in conduct that frustrated or injured Plaintiff and the other Class and SubClass
6 members’ rights to receive the benefits of the Agreement.

7 90. Defendant’s obligation to use industry standard protocols and technology to
8 safeguard and secure Plaintiff and the other Class and SubClass members’ sensitive PII was a
9 material term of the Agreement.

10 91. Furthermore, implicit in the terms of the Agreement was Defendant’s
11 obligation to comply with Cal. Bus. & Prof. Code §§ 17200, *et seq.* and Cal. Civ. Code
12 §§ 1750, *et seq.*

13 92. Defendant breached the implied covenant of good faith and fair dealing by
14 failing to safeguard and secure sensitive PII from unauthorized access and theft and further
15 by failing to fully comply with the proscriptions of applicable statutory law. In so doing,
16 LinkedIn acted consciously and deliberately.

17 93. Defendant’s misconduct and breach of the implied covenant of good faith and
18 fair dealing as described herein resulted in injury to Plaintiff and the other Class and
19 SubClass members. Plaintiff and the other Class members did not receive the benefit of the
20 bargain for which they contracted and for which they paid valuable consideration in the form
21 of their personal information that has ascertainable value to be proven at trial, and in the case
22 of SubClass members, in the form of monthly fees paid to Defendant.

23 **SIXTH CAUSE OF ACTION**
24 **Breach of Implied Contracts**
 (On Behalf of Plaintiff and the Class and SubClass)

25 94. Plaintiff incorporates the foregoing allegations as if fully set forth herein,
26 paragraphs 71–84.

1 95. Plaintiff hereby pleads in the alternative to her Third and Fourth Causes of
2 Action.

3 96. In order to use Defendant's social-networking site, Plaintiff and the other
4 Class and SubClass members transmitted several pieces of sensitive PII to Defendant,
5 including their e-mail addresses and corresponding passwords. Additionally, Plaintiff and the
6 other SubClass members paid monthly fees in order to use Defendant's upgraded services.

7 97. By providing that sensitive PII, and upon Defendant's acceptance of such
8 information and monthly fees, Plaintiff and the other Class and SubClass members, on the
9 one hand, and Defendant, on the other hand, entered into implied contracts whereby
10 Defendant was obligated to take commercially reasonable steps to secure and safeguard
11 Plaintiff's and the other Class and SubClass members' information.

12 98. Without such implied contracts, Plaintiff and the other Class and SubClass
13 members would not have provided their personal information to Defendant, or in the case
14 SubClass members, would not have paid monthly fees to LinkedIn.

15 99. By failing to properly secure Plaintiff and the other Class and SubClass
16 members' sensitive PII, Defendant breached its implied contracts with Plaintiff and the other
17 Class and SubClass members.

18 100. Defendant's breaches and other misconduct described herein resulted in injury
19 to Plaintiff and the other Class and SubClass members. Plaintiff and the other Class and
20 SubClass members did not receive the benefit of the bargain for which they contracted and
21 for which they paid valuable consideration in the form of their personal information that has
22 ascertainable value to be proven at trial, and in the case of SubClass members, in the form of
23 monthly fees paid to Defendant.

24 **SEVENTH CAUSE OF ACTION**

25 **Negligence**

26 **(On Behalf of Plaintiff and the Class and SubClass)**

27 101. Plaintiff incorporates the foregoing allegations as if fully set forth herein.
28

1 102. In order to use Defendant's social-networking site, Plaintiff and the other
2 Class and SubClass members transmitted sensitive PII to Defendant, including their e-mail
3 addresses and corresponding passwords. Additionally, SubClass members paid monthly fees
4 in order to use Defendant's upgraded services.

5 103. By agreeing to accept Plaintiff and the other Class and SubClass members'
6 sensitive PII, Defendant assumed a duty, which required it to exercise reasonable care to
7 secure and safeguard that information and to utilize industry standard protocols and
8 technology to do so.

9 104. Defendant failed to properly encrypt Plaintiff's and the other Class and
10 SubClass members' passwords in line with industry standards and best practices, thereby
11 breaching its duties to Plaintiff and the other Class and SubClass members.

12 105. By failing to take proper security measures to protect Plaintiff's and the other
13 Class and SubClass members' sensitive PII as described herein, Defendant acted with gross
14 negligence and departed from all reasonable standards of care.

15 106. As a direct and proximate result of Defendant's failure to exercise reasonable
16 care and use commercially reasonable security measures, its databases were accessed (*i.e.*,
17 "hacked") without authorization and Plaintiff's and the other Class and SubClass members'
18 sensitive PII was compromised and their information was exposed to unauthorized access.

19 107. A security breach and unauthorized access was reasonably foreseeable by
20 Defendant, particularly in light of the fact that protections necessary to secure and safeguard
21 databases were well-known within the industry and had been successfully used to protect
22 sensitive PII for years prior to this breach.

23 108. Neither Plaintiff nor the other members of the Class and SubClass contributed
24 to the security breach or insufficient security described herein.

25 109. As a direct and proximate result of Defendant's misconduct described herein,
26 Plaintiff and the other Class and SubClass members were injured because their personal
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1 information was not properly secured and was thus subject to public disclosure without
2 consent, and because they were deprived the benefit of the services for which they bargained
3 and for, for which they paid valuable consideration in the form of their personal information,
4 which has ascertainable value to be proven at trial. Additionally, SubClass members lost
5 money in the form of monthly fees paid in order to use Defendant's upgraded services.

6 **EIGHTH CAUSE OF ACTION**
7 **Negligence *Per Se***
8 **(On behalf of Plaintiff and the Class and SubClass)**

9 110. Plaintiff incorporates the foregoing allegations as if fully set forth herein.

10 111. Defendant's violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.* and Cal.
11 Civ. Code §§ 1750, *et seq.*, resulted in injury to Plaintiff and the other Class and SubClass
12 members.

13 112. The harm Defendant caused to Plaintiff and the other Class and SubClass
14 members are injuries that result from the type of occurrences those statutes were designed to
15 prevent.

16 113. Plaintiff and the other Class and SubClass members are the type of persons for
17 whose protection those statutes were adopted.

18 114. The harm caused to Plaintiff and the other Class and SubClass members was
19 reasonably foreseeable as a result of LinkedIn's breach of its statutory duties, as the
20 consequences of insufficient information security practices are particularly well known
21 within the social networking and data management industry.

22 115. Defendant's violations of the foregoing statutes as described herein resulted in
23 injury to Plaintiff and the other Class and SubClass members. Plaintiff and the other Class
24 and SubClass members did not receive the benefit of the bargain for which they contracted
25 and for which they paid valuable consideration in the form of their personal information,
26 which has ascertainable value to be proven at trial. Additionally, SubClass members lost
27 money in the form of monthly fees paid in order to use Defendant's upgraded services.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the Class and SubClass, prays
3 for the following relief:

4 A. Certify this case as a class action on behalf of the Class and SubClass defined
5 above, appoint Katie Szpyrka as Class and SubClass representative, and appoint her counsel
6 as Class and SubClass counsel;

7 B. Declare that LinkedIn's actions, as described herein, violate the California
8 Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) and the Consumer Legal
9 Remedies Act (Cal. Bus. & Prof. Code §§ 1750), and constitute breach of contract, or in the
10 alternative, breach of the implied covenant of good faith and fair dealing, or in the
11 alternative, breach of implied contract, as well as negligence and negligence *per se*.

12 C. Awarding injunctive and other equitable relief as is necessary to protect the
13 interests of Plaintiff the other Class and SubClass members, including, *inter alia*: (i) an order
14 prohibiting LinkedIn from engaging in the wrongful and unlawful acts described herein; (ii)
15 ensuring that LinkedIn user data does not appear in Internet search engines; and (iii)
16 requiring LinkedIn to protect all data collected through the course of its business in
17 accordance with industry standards;

18 D. Award damages to Plaintiff and the other Class and SubClass members in an
19 amount to be determined at trial;

20 E. Award Plaintiff and the other Class and SubClass members their reasonable
21 litigation expenses and attorneys' fees;

22 F. Award Plaintiff and the other Class and SubClass members pre- and post-
23 judgment interest, to the extent allowable; and

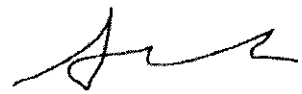
24 G. Award such other and further relief as equity and justice may require.
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JURY TRIAL

Plaintiff demands a trial by jury for all issues so triable.

Respectfully submitted,



Dated: June 15, 2012

Sean P. Reis

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**Motion for admission pro hac vice to be filed*