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16 **UNITED STATES DISTRICT COURT**  
17 **NORTHERN DISTRICT OF CALIFORNIA**

18 Tracee Sweet, Lisa Jaramillo, James  
19 Ralston, and Tiffany Thomas, on  
20 Behalf of Themselves and Others  
21 Similarly Situated,

22 Plaintiffs,

23 v.

24 LinkedIn Corporation,

25 Defendant.

26 Case No.:

27 COMPLAINT FOR DAMAGES

28 CLASS ACTION

JURY TRIAL DEMANDED

Tracee Sweet, Lisa Jaramillo, James Ralston, and Tiffany Thomas (collectively, "Plaintiffs"), on behalf of themselves and others similarly situated, by and through undersigned counsel, allege the following against Defendant LinkedIn Corporation ("Defendant" or "LinkedIn"):

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**Introduction**

1. Defendant operates an online professional network called LinkedIn, through which the company’s subscribers are able to create, manage and share their professional identities online, build and engage with their professional networks, and apply for jobs, and through which businesses can search for potential employees and post job listings, among other things. Defendant’s stated goal is to be the professional profile of record for every professional worldwide.

2. This lawsuit concerns Defendant’s practice of violating the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681, *et seq.* through the use of its reference search functionality, which allows prospective employers, among others, for a subscription fee, to obtain reports containing “Trusted References” for job applicants who are members of LinkedIn.

3. Though Defendant’s dissemination of reference reports for a subscription fee brings its conduct within the purview of the FCRA, Defendant (1) fails to comply with the certification and disclosure requirements mandated by the FCRA for credit reporting agencies who furnish consumer reports for employment purposes, (2) fails to maintain reasonable procedures to limit the furnishing of consumer reports for the purposes enumerated in the FCRA and to assure maximum possible accuracy of consumer report information, and (3) fails to provide to users of the reference reports the notices mandated by the FCRA.

4. Plaintiffs are consumers harmed by Defendant’s violations of the FCRA. Through this lawsuit, they seek damages for Defendant’s past violations, and injunctive relief requiring Defendant to comply with the FCRA.

**Jurisdiction and Venue**

5. This Court has jurisdiction pursuant to 15 U.S.C. § 1681p and 28 U.S.C. § 1331.

1           6.     Venue is proper before this Court pursuant to 28 U.S.C. § 1391(b),  
2 where Defendant resides in this State and this District.

3   **Parties**

4           7.     Tracee Sweet (“Plaintiff Sweet”) is a natural person residing in  
5 Gwinnett County, Georgia.

6           8.     Lisa Jaramillo (“Plaintiff Jaramillo”) is a natural person residing in  
7 Indian River County, Florida.

8           9.     James Ralston (“Plaintiff Ralston”) is a natural person residing in  
9 San Bernardino County, California.

10          10.    Tiffany Thomas (“Plaintiff Thomas”) is a natural person residing in  
11 Palm Beach County, Florida.

12          11.    Defendant is a Delaware corporation with its principal place of  
13 business located at 2029 Stierlin Ct., Mountain View, CA 94043. Defendant can  
14 be served through its registered agent, Lawyers Incorporating Service, 2710  
15 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833.

16   **The FCRA and the Use and Dissemination of Consumer Reports**

17          12.    The FCRA was enacted in 1970 out of concern for the growing use  
18 and potential misuse of consumer credit history.

19          13.    To that end, the FCRA regulates the practices of consumer reporting  
20 agencies that collect and compile consumer information into consumer reports for  
21 use by credit grantors, insurance companies, potential employers, landlords, and  
22 other entities in making eligibility decisions affecting consumers, and requires  
23 that credit reporting agencies follow “reasonable procedures” to protect the  
24 confidentiality, accuracy, and relevance of credit and other consumer  
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1 information.<sup>1</sup>

2 14. To do so, the FCRA establishes a framework for the use and  
3 dissemination of personal information. This framework includes rights of data  
4 quality, data security, use limitations, requirements for data destruction, notice,  
5 user participation, and accountability.

6 15. In order to further Congress's goal of promoting the accuracy,  
7 fairness and privacy of personal information, the FCRA has specific provisions  
8 regarding the dissemination by a consumer reporting agency of information  
9 bearing on a consumer's credit worthiness, credit standing, credit capacity,  
10 character, general reputation, personal characteristics, or mode of living.

11 16. Such information, when that information is used or expected to be  
12 used, or was collected in whole or in part, for the purpose of serving as a factor in  
13 establishing the consumer's eligibility for credit or insurance, employment  
14 purposes, or for any other purpose authorized under 15 U.S.C. § 1681b, is known  
15 as a "consumer report."  
16

17 17. The FCRA protects consumer data and privacy in two ways. First,  
18 the FCRA limits the sale and access of consumer report data to a handful of  
19 "permissible" purposes, such as credit, insurance and job applications, licenses, or  
20 review of an account. Second, the FCRA makes credit reporting agencies who  
21 sell consumer report data accountable to the consumer.

22 18. These FCRA requirements function to make the activities of credit  
23 reporting agencies and their use of consumer information fair, open, and  
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25 <sup>1</sup> The FCRA broadly defines a credit reporting agency as any person which, for monetary fees,  
26 dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of  
27 assembling or evaluating consumer credit information or other information on consumers for the  
28 purpose of furnishing consumer reports to third parties, and which uses any means or facility of  
interstate commerce for the purpose of preparing or furnishing consumer reports. *See* 15 U.S.C. §  
1681a(f).

1 challengeable, and accountable for the misuse of consumer report information.

2 **Background on LinkedIn**

3 19. LinkedIn holds itself out as the world's largest web-based  
4 professional network, and the most extensive, accurate and accessible network  
5 focused on professionals, with over 300 million members worldwide.

6 20. Anyone can sign up for LinkedIn for free by creating a LinkedIn  
7 login and password at the website [www.linkedin.com](http://www.linkedin.com). Once logged onto the site,  
8 a member can create her/his own professional profile, complete with a listing of  
9 professional experience and educational background, among other things.

10 21. When a registered LinkedIn user adds her/his professional  
11 experience and educational background to her/his profile page, the personal  
12 information gets added to the ever-expanding LinkedIn professional database.

13 22. After creating a profile, the next step a member takes is to create  
14 "connections." LinkedIn connections are typically colleagues, business contacts,  
15 friends or classmates, and need to be invited to join a member's network. In fact,  
16 LinkedIn recommends that all connections be viewed as potential professional or  
17 personal references.

18 23. To turn a contact into a connection, the member needs to invite that  
19 person to join her/his network and the invitee needs to accept. Once two members  
20 are connected, their profile information is shared and, subject to privacy settings,  
21 each member has access to the other member's list of connections for further  
22 networking.

23 24. Connections across the network are classified in three degrees: first  
24 degree connections are members who agree to connect, second degree  
25 connections are members who share one or more mutual connections, and third  
26 degree connections are related via two connections. As a result, one online  
27 publication has called LinkedIn the "professional person's answer to 'Six Degrees  
28

1 of Separation.”

2 25. Through this process, LinkedIn assembles, aggregates, and publishes  
3 information from hundreds of millions of consumers related to their past and  
4 present employers, past and present employment duties, employment dates,  
5 employment skills, co-workers, contacts, educational background, honors and  
6 awards, among other things.

7 26. Though LinkedIn aggregates a significant amount of consumer  
8 information, LinkedIn represents to its members that it does not license or sell  
9 member content to third-parties to show to anyone else without the express  
10 permission of the particular member.

11 27. LinkedIn has multiple utilities for job seekers, recruiters and  
12 potential employers.

13 28. LinkedIn allows businesses to post employment opportunities, and  
14 search for active and passive job candidates, and for LinkedIn members to search  
15 for, and apply for those employment opportunities. LinkedIn pitches itself to  
16 businesses as the “ultimate talent pool to source the best candidates for your  
17 hiring needs.”

18 29. Conversely, LinkedIn pitches itself to consumers as “the one stop  
19 shop for your professional life,” allowing consumers to “connect to people, see  
20 job postings, get discovered for what you do best and more.”

21 30. In LinkedIn’s most recent quarterly report, it noted that there were  
22 now one million jobs posted on LinkedIn.

23 31. LinkedIn also offers “proprietary search technology” that allows  
24 users to conduct real-time, multilingual searches of user data, including people,  
25 job postings, groups and network updates, among other things.

26  
27 **LinkedIn’s Reference Search Functionality**

28 32. Part of LinkedIn’s search technology is its reference search

1 functionality. This reference search functionality is a subscription-based  
2 feature that allows users, including potential employers, to search for “references”  
3 on any LinkedIn member.

4 33. According to a webpage in the “Premium Help Center” on  
5 LinkedIn’s website, “[a] reference search locates people in your network *who can*  
6 *provide reliable feedback about a job candidate* or business prospect. You’ll see a  
7 list of people who have worked at the same company during the same time period  
8 as the member you’d like to learn more about.” (emphasis added).

9 34. A separate webpage in the “Premium Help Center” on Defendant’s  
10 website explains to potential employers how to find “*Trusted References for Job*  
11 *Candidates*” (emphasis added) by going to a member’s profile and then clicking  
12 the “Search for References” link.

13 35. Once a user selects the Search for References link, LinkedIn  
14 generates a report containing the names, locations, employment areas, current  
15 employers, and current positions of all persons in the user’s network who may  
16 have worked with the applicant (“Reference Report”).

17 36. The Reference Report also contains, for each purported reference,  
18 the name of the employer in common between the reference and the job applicant,  
19 and the reference’s position and years employed at that common employer. A  
20 copy of a sample Reference Report is attached hereto as Exhibit “A.”

21 37. In addition, the Reference Report encourages the potential employer  
22 to contact the references through an “Introduction,” which, according to  
23 LinkedIn, lets the potential employer “contact users in your network, through the  
24 people you know.”

25 38. Further, the Reference Report allows the potential employer to view  
26 the profile of any of the “references” in the Report, to “connect” with them on  
27 LinkedIn, and to send them a message by “InMail,” LinkedIn’s internal  
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1 messaging system.

2 39. The reference search functionality on LinkedIn is only available to  
3 premium members. In other words, the only users who can obtain a Reference  
4 Report are users who pay LinkedIn a monthly or yearly fee, or have some other  
5 type of paid arrangement with LinkedIn. Indeed, the LinkedIn subscription page  
6 advises users that one of the services they gain access to when they upgrade from  
7 a free to a paid membership is “Reference Search,” which allows paying members  
8 to “[g]et a list of people in your network who can provide a reference for  
9 someone you are interested in.”

10 40. LinkedIn members are not notified by LinkedIn (or anyone else)  
11 when potential employers run a Reference Report on them. Indeed the only  
12 parties that have information concerning the running of a Reference Report on a  
13 LinkedIn member are LinkedIn and individual or entity that pulls the Reference  
14 Report.

15 41. As such, any potential employer can anonymously dig into the  
16 employment history of any LinkedIn member, and make hiring and firing  
17 decisions based upon the information they gather, without the knowledge of the  
18 member, and without any safeguards in place as to the accuracy of the  
19 information that the potential employer has obtained.

20 42. Such secrecy in dealing in consumer information directly contradicts  
21 the express purposes of the FCRA, which was enacted to promote accuracy,  
22 fairness, and the privacy of personal information assembled by credit reporting  
23 agencies.

24 43. Compounding this lack of transparency, LinkedIn’s marketing and  
25 advertising promote the use of its reference search functionality to potential  
26 employers as a means to decide whether to interview a job candidate, or whether  
27 to hire a job candidate after an interview.  
28



1           44. Indeed, LinkedIn’s marketing includes statements that its Reference  
2 Search functionality allows potential employers to “[g]et the real story on any  
3 candidate” (emphasis added) and “[f]ind references who can give real, honest  
4 feedback.” (emphasis added). Defendant advises potential employers that they  
5 can “[r]each out directly to past employers and colleagues [sp] with InMail  
6 Messages.”

7           45. And LinkedIn has specifically targeted companies operating in the  
8 human resources and job recruiting industries through products such as LinkedIn  
9 Recruiter, which allows enterprises and professional organizations “to find,  
10 contact and hire highly qualified passive and active candidates,” Talent Basic,  
11 Talent Finder and Talent Pro, which “enables recruiters and hiring managers to  
12 find, contact and manage potential candidates, leveraging Premium Search  
13 Filters, InMail, Profile Organizer and other premium features,” and Self-Service  
14 Posting, which allows “recruiters and hiring managers to post and manage job  
15 opportunities” on LinkedIn’s network.

16           46. In essence, LinkedIn has created a marketplace in consumer  
17 employment information, where it sells employment information, that may or  
18 may not be accurate, and that it has obtained in part from unwitting members, and  
19 without complying with the FCRA. In turn, potential employers, among others,  
20 obtain that information from LinkedIn, and may make hiring and firing decisions  
21 utilizing said information, among other things, without providing notice to the  
22 persons whose information they have obtained, and without themselves  
23 complying with the FCRA. And all of this goes on without the knowledge of the  
24 member whose information is being disseminated.

25  
26           **LinkedIn Violated the Rights of Plaintiffs and Other Consumers**  
27           **Through its Reference Search Functionality**

28           47. Plaintiffs are each individuals who, upon information and belief, had

1 their rights under the FCRA violated by virtue of Defendant's reference search  
2 functionality.

3 48. At all relevant times, each of the Plaintiffs was a registered user on  
4 LinkedIn.

5 49. Upon information and belief, each of the Plaintiffs had a Reference  
6 Report run on them via LinkedIn.

7 50. Upon information and belief, LinkedIn furnished a Reference  
8 Report on each of the Plaintiffs for employment purposes.

9 51. However, because LinkedIn does not disclose to its members when  
10 Reference Reports are run, all of the evidence as to the date and timing of the  
11 Reference Reports, and the name of the entities to whom they were furnished, is  
12 solely in the hands of LinkedIn and any third parties that accessed the Reference  
13 Reports.  
14

15 52. In July 2014, Plaintiff Sweet located a job opening for employment  
16 in the hospitality industry on LinkedIn, and submitted her resume through  
17 LinkedIn.

18 53. Several days later, she received a notification from LinkedIn that the  
19 general manager of the potential employer had viewed her profile.

20 54. Shortly thereafter, the general manager contacted Plaintiff Sweet  
21 through email, wrote that he had heard good things about her, and that his  
22 company wanted to interview her immediately.

23 55. Later that week, the general manager interviewed Plaintiff Sweet. At  
24 the end of the interview, Plaintiff Sweet told the general manager to let Plaintiff  
25 Sweet know if he wanted her to provide a list of references. The general manager  
26 did not ultimately obtain a list of references directly from Plaintiff Sweet.  
27

28 56. Following the interview, Plaintiff Sweet was contacted by the  
potential employer and advised that she was going to be hired for the position.

1           57.    However, soon thereafter, the company called her back and said it  
2 had changed its mind and that she would not be hired.

3           58.    When Ms. Sweet inquired as to why she was first offered the job and  
4 then told she was not going to be hired, the general manager told her that the  
5 company had checked some references for Plaintiff Sweet and, based on those  
6 references, had changed its mind.

7           59.    In August 2014, a third-party recruiter connected with Plaintiff  
8 Ralston on LinkedIn and then communicated with him with regard to some  
9 potential job opportunities.

10          60.    Plaintiff Ralston subsequently interviewed with the recruiter over the  
11 phone, and the recruiter told Plaintiff Ralston that she would be submitting his  
12 resume to two of the employers.

13          61.    Thereafter, she advised Plaintiff Ralston to visit the website of one of  
14 the employers and to complete its online application, and told him that she  
15 expected that the potential employer would be interviewing him.

16          62.    Plaintiff Ralston did so, but was later advised that both of the  
17 potential employers declined to interview him.

18          63.    In July 2014, Plaintiff Jaramillo was contacted by an in-house  
19 recruiter for a company in the hospitality industry.

20          64.    Plaintiff Jaramillo and the in-house recruiter discussed a job opening  
21 that the company had, including salary requirements, and Plaintiff Jaramillo  
22 expressed her interest in the position.

23          65.    Shortly thereafter, another in-house recruiter from the same company  
24 connected with Plaintiff Jaramillo on LinkedIn.

25          66.    The company did not ultimately remain interested in Plaintiff  
26 Jaramillo thereafter.

27          67.    In July 2014, Plaintiff Thomas applied for a job in the transportation  
28

1 industry through a LinkedIn job posting.

2 68. Shortly thereafter, she received a notification that a purchasing  
3 manager from the potential employer had viewed her LinkedIn profile. The  
4 purchasing manager was the direct supervisor for the job for which she had  
5 applied.

6 69. Plaintiff Thomas subsequently interviewed for the position with the  
7 individual from the company who had viewed her LinkedIn profile, but has not  
8 received word back as to whether the company will offer her employment.  
9

### 10 **Class Action Allegations**

11 70. Plaintiffs bring this action as a class action pursuant to Federal  
12 Rules of Civil Procedure 23(a) and (b)(3) on behalf of one Class and one  
13 Subclass consisting of:  
14

#### 15 **The Class**

16 All persons in the United States who, in the two years  
17 prior to the filing of this Complaint, had a Reference  
18 Report run on them that was initiated through  
19 LinkedIn's "search for references" functionality.

#### 20 **The Subclass**

21 All persons in the United States who, in the two years  
22 prior to the filing of this Complaint, applied for  
23 employment through a LinkedIn job posting and had a  
24 Reference Report run on them by the potential employer  
25 and/or one of its employees or agents, which was  
26 initiated through LinkedIn's "search for references"  
27 functionality.

28 Excluded from the Class and Subclass is Defendant, the officers, members, and  
directors of Defendant, members of their immediate families and their legal

1 representatives, heirs, successors, or assigns, and any entity in which Defendant  
2 has or had a controlling interest.  
3

4 71. The proposed Class and Subclass are believed to be so numerous  
5 that joinder of all members is impracticable. The exact number of members of  
6 the Class and Subclass is unknown to Plaintiff at this time and can only be  
7 ascertained through appropriate discovery. The proposed Class and Subclass is  
8 believed to be ascertainable in that the names and addresses of all members of  
9 the Class and Subclass can be identified in business records maintained by  
10 Defendant.

11 72. Plaintiffs' claims are typical of the claims of the members of the  
12 Class and Subclass because Plaintiffs and all Class and Subclass members'  
13 claims originate from the same conduct, practice and procedure on the part of  
14 Defendant and Plaintiffs possess the same interests and has suffered the same  
15 injuries as each member of each of the Class and Subclass.  
16

17 73. Plaintiffs will fairly and adequately protect the interests of the  
18 members of the Class and Subclass and have retained counsel experienced and  
19 competent in class action litigation. Plaintiffs have no interests that are contrary  
20 to or in conflict with the members of the Class and Subclass that Plaintiffs seek  
21 to represent.

22 74. A class action is superior to all other available methods for the fair  
23 and efficient adjudication of this controversy, since joinder of all members is  
24 impracticable. Furthermore, as the damages suffered by individual members of  
25 the Class and Subclass may be relatively small, the expense and burden of  
26 individual litigation may make it impracticable for the members of the Class and  
27 Subclass to individually redress the wrongs done to them. There should be no  
28 difficulty in the management of this action as a class action.

1 75. Issues of law and fact common to the members of the Class and  
2 Subclass predominate over any questions that may affect only individual  
3 members, in that Defendant has acted on grounds generally applicable to the  
4 entire Class and Subclass. Among the issues of law and fact common to the  
5 Class and Subclass are:

- 6 a. Defendant's violations of the FCRA as alleged herein;
- 7 b. the availability of statutory penalties; and
- 8 c. the availability of attorneys' fees and costs.

9  
10 76. Upon information and belief, absent a class action, Defendant's  
11 violations of the law will be allowed to proceed without a full, fair, judicially  
12 supervised remedy.

13 **Count I: Violation of the FCRA at 15 U.S.C. § 1681b(b)**

14 77. Plaintiffs repeat and reallege each allegation contained in paragraphs  
15 1 - 76.

16 78. LinkedIn's Reference Reports are consumer reports as defined in 15  
17 U.S.C. § 1681a(d) because they bear on a consumer's character, general  
18 reputation, mode of living, or personal characteristics, and/or other factors listed  
19 in 15 U.S.C. § 1681a(d), and are used or expected to be used, in whole or in part,  
20 as a factor in determining the consumer's eligibility for employment purposes.

21 79. By providing consumer reports, LinkedIn is, and at all relevant times  
22 was, a consumer reporting agency as that term is defined in 15 U.S.C. § 1681a(f).  
23 Indeed, LinkedIn regularly assembles information on consumers into Reference  
24 Reports that it provides to third parties in interstate commerce, including  
25 companies in the human resources and recruiting industries, for monetary fees or  
26 dues. LinkedIn is in the business of furnishing consumer reports to third parties  
27 that are used or expected to be used for employment purposes.

28 80. The FCRA at 15 U.S.C. §1681b(b) provides that a consumer

1 reporting agency may only furnish a consumer report for employment purposes if  
2 (a) the person who obtains such report from the agency certifies to the agency  
3 that—(i) the person has complied with 15 U.S.C. §1681b(b)(2) with respect to  
4 the consumer report, and the person will comply with 15 U.S.C. §1681b(b)(3)  
5 with respect to the consumer report if that section becomes applicable, and (ii)  
6 information from the consumer report will not be used in violation of any  
7 applicable Federal or State equal employment opportunity law or regulation; and  
8 (b) the consumer reporting agency provides with the report, or has previously  
9 provided, a summary of the consumer’s rights under 15 U.S.C. §1681b(b).  
10

11 81. Upon information and belief, LinkedIn regularly furnishes consumer  
12 reports for employment purposes without obtaining the certifications required by  
13 15 U.S.C. §1681b(b) and without providing, with the report, a summary of the  
14 consumer’s rights under 15 U.S.C. §1681b(b).

15 82. As such, LinkedIn has violated 15 U.S.C. § 1681b(b).

16 83. Defendant’s violations of the FCRA are willful in that it  
17 intentionally and knowingly disseminated the Reference Reports, and did so (and  
18 continues to do so) in a manner that violated the FCRA.

19 **Count II: Violation of the FCRA at 15 U.S.C. § 1681e(a)**

20 84. Plaintiffs repeat and reallege each allegation contained in paragraphs  
21 1 - 76.

22 85. LinkedIn’s Reference Reports are consumer reports as defined in 15  
23 U.S.C. § 1681a(d) because they bear on a consumer’s character, general  
24 reputation, mode of living, or personal characteristics, and/or other factors listed  
25 in 15 U.S.C. § 1681a(d), and are used or expected to be used, in whole or in part,  
26 as a factor in determining the consumer’s eligibility for employment purposes.  
27

28 86. By providing consumer reports, LinkedIn is, and at all relevant times

1 was, a consumer reporting agency as that term is defined in 15 U.S.C. § 1681a(f).  
2 Indeed, LinkedIn regularly assembles information on consumers into Reference  
3 Reports that it provides to third parties in interstate commerce, including  
4 companies in the human resources and recruiting industries, for monetary fees or  
5 dues. LinkedIn is in the business of furnishing consumer reports to third parties  
6 that are used or expected to be used for employment purposes.

7  
8 87. The FCRA at 15 U.S.C. § 1681e(a) requires consumer reporting  
9 agencies to maintain reasonable procedures to limit the furnishing of consumer  
10 reports to the purposes specified in 15 U.S.C. § 1681b. These procedures require  
11 that a consumer reporting agency, prior to furnishing a user with a consumer  
12 report, require the prospective user of the information to identify itself to the  
13 consumer reporting agency, verify the purpose for which the information is  
14 sought, and certify that the information will be used for no other purpose.

15 88. The consumer reporting agency must make a reasonable effort to  
16 verify the identity of each new prospective user and the uses certified prior to  
17 furnishing such user a consumer report. In addition, the FCRA prohibits any  
18 consumer reporting agency from furnishing a consumer report to any person it  
19 has reasonable grounds to believe will not use the consumer report for a  
20 permissible purpose.

21 89. Upon information and belief, LinkedIn has failed to maintain any  
22 procedures required by section 15 U.S.C. § 1681e(a).

23 90. Indeed, anyone with a premium subscription on LinkedIn can  
24 anonymously pull a Reference Report on a LinkedIn member without taking any  
25 action other than clicking “search for references” on the member’s profile.

26 91. As such, LinkedIn has violated 15 U.S.C. § 1681e(a).

27 92. Defendant’s violations of the FCRA are willful in that it  
28 intentionally and knowingly disseminated the Reference Reports, and did so (and



1 continues to do so) in a manner that violated the FCRA.  
2

3 **Count III: Violation of the FCRA at 15 U.S.C. § 1681e(b)**  
4

5 93. Plaintiffs repeat and reallege each allegation contained in paragraphs  
6 1 - 76.

7 94. LinkedIn's Reference Reports are consumer reports as defined in 15  
8 U.S.C. § 1681a(d) because they bear on a consumer's character, general  
9 reputation, mode of living, or personal characteristics, and/or other factors listed  
10 in 15 U.S.C. § 1681a(d), and are used or expected to be used, in whole or in part,  
11 as a factor in determining the consumer's eligibility for employment purposes.

12 95. By providing consumer reports, LinkedIn is, and at all relevant times  
13 was, a consumer reporting agency as that term is defined in 15 U.S.C. § 1681a(f).  
14 Indeed, LinkedIn regularly assembles information on consumers into Reference  
15 Reports that it provides to third parties in interstate commerce, including  
16 companies in the human resources and recruiting industries, for monetary fees or  
17 dues. LinkedIn is in the business of furnishing consumer reports to third parties  
18 that are used or expected to be used for employment purposes.

19 96. The FCRA at 15 U.S.C. § 1681e(b) requires all consumer reporting  
20 agencies to follow reasonable procedures to assure maximum possible accuracy  
21 of consumer report information.

22 97. Upon information and belief, LinkedIn has failed to follow any  
23 reasonable procedures to assure maximum possible accuracy of the information in  
24 the Reference Reports that it prepared, as required by 15 U.S.C. § 1681e(b).

25 98. For instance, while LinkedIn's Reference Reports provide the names,  
26 and past and current employment positions, of persons who purportedly worked  
27 with the LinkedIn member whose report was run, LinkedIn relies solely on each  
28

1 of its members to accurately input and update their own employment history,  
2 including job titles, on LinkedIn. Thus, if a LinkedIn member has misrepresented  
3 her/his job title from a past employer, or fabricated an employment position  
4 entirely, that misrepresentation would appear on a Reference Report for an  
5 individual who purportedly worked at the same employer with that member.  
6 Such inaccurate information could lead to negative consequences for any job  
7 applicant whose potential employer contacts that “reference.”

8 99. As such, LinkedIn has violated 15 U.S.C. § 1681e(b).

9 100. Defendant’s violations of the FCRA are willful in that it  
10 intentionally and knowingly disseminated the Reference Reports, and did so (and  
11 continues to do so) in a manner that violated the FCRA.

12 **Count IV: Violation of the FCRA at 15 U.S.C. § 1681e(d)**

13 14 101. Plaintiffs repeat and reallege each allegation contained in paragraphs  
15 1 - 76.

16 102. LinkedIn’s Reference Reports are consumer reports as defined in 15  
17 U.S.C. § 1681a(d) because they bear on a consumer’s character, general  
18 reputation, mode of living, or personal characteristics, and/or other factors listed  
19 in 15 U.S.C. § 1681a(d), and are used or expected to be used, in whole or in part,  
20 as a factor in determining the consumer’s eligibility for employment purposes.

21 103. By providing consumer reports, LinkedIn is, and at all relevant  
22 times was, a consumer reporting agency as that term is defined in 15 U.S.C. §  
23 1681a(f). Indeed, LinkedIn regularly assembles information on consumers into  
24 Reference Reports that it provides to third parties in interstate commerce,  
25 including companies in the human resources and recruiting industries, for  
26 monetary fees or dues. LinkedIn is in the business of furnishing consumer reports  
27 to third parties that are used or expected to be used for employment purposes.  
28

1           104. The FCRA at 15 U.S.C. § 1681e(d) requires consumer reporting  
2 agencies to provide a “Notice to Users of Consumer Reports: Obligations of  
3 Users Under the FCRA” (“User Notice”) to any person to whom a consumer  
4 report is provided by the consumer reporting agency.

5           105. The User Notice provides users of consumer reports with important  
6 information regarding their obligations under the FCRA, including the obligation  
7 of the user to provide a notice to consumers who are the subject of an adverse  
8 action (*e.g.*, denial of employment) based in whole or in part on information  
9 contained in the consumer report.

10           106. Upon information and belief, LinkedIn has failed to provide the User  
11 Notice required by 15 U.S.C. § 1681e(d) to those who purchase its Reference  
12 Reports.

13           107. As such, LinkedIn has violated 15 U.S.C. § 1681e(d).

14           108. Defendant’s violations of the FCRA are willful in that it  
15 intentionally and knowingly disseminated the Reference Reports, and did so (and  
16 continues to do so) in a manner that violated the FCRA.

17                           **Count V: Violation of the FCRA at 15 U.S.C. § 1681b**

18           109. Plaintiffs repeat and reallege each allegation contained in paragraphs  
19 1 - 76.

20           110. LinkedIn’s Reference Reports are consumer reports as defined in 15  
21 U.S.C. § 1681a(d) because they bear on a consumer’s character, general  
22 reputation, mode of living, or personal characteristics, and/or other factors listed  
23 in 15 U.S.C. § 1681a(d), and are used or expected to be used, in whole or in part,  
24 as a factor in determining the consumer’s eligibility for employment purposes.

25           111. By providing consumer reports, LinkedIn is, and at all relevant times  
26 was, a consumer reporting agency as that term is defined in 15 U.S.C. § 1681a(f).  
27 Indeed, LinkedIn regularly assembles information on consumers into Reference  
28

1 Reports that it provides to third parties in interstate commerce, including  
2 companies in the human resources and recruiting industries, for monetary fees or  
3 dues. LinkedIn is in the business of furnishing consumer reports to third parties  
4 that are used or expected to be used for employment purposes.

5 112. The FCRA at 15 U.S.C. § 1681b prohibits consumer reporting  
6 agencies from furnishing consumer reports to persons who the reporting agency  
7 does not have reason to believe have a “permissible purpose.”  
8

9 113. While employment purposes is included as a permissible purpose  
10 pursuant to 15 U.S.C. § 1681b(b), that section mandates certain conditions for  
11 furnishing and using consumer reports for employment purposes.<sup>2</sup>

12 114. Upon information and belief, LinkedIn regularly furnishes consumer  
13 reports to third parties without procedures to inquire into the purpose for which  
14 the user is acquiring the report.

15 115. As such, LinkedIn has violated 15 U.S.C. § 1681b in furnishing  
16 consumer reports to persons that it did not have a reason to believe had a  
17 permissible purpose to obtain a consumer report.

18 116. Defendant’s violations of the FCRA are willful in that it  
19 intentionally and knowingly disseminated the Reference Reports, and did so (and  
20 continues to do so) in a manner that violated the FCRA.

21 **WHEREFORE**, Plaintiffs pray for relief and judgment, as follows:

22 a) Determining that this action is a proper class action and  
23 designating Plaintiffs as class representatives under Rule 23 of the Federal Rules  
24 of Civil Procedure;  
25

26  
27  
28 <sup>2</sup> The FCRA defines “employment purposes” when used in connection with a consumer report to mean a report used for the purpose of evaluating a consumer for employment, promotion, reassignment or retention as an employee. *See* 15 U.S.C. § 1681a(h).

1           b) Adjudging and declaring that Defendant willfully violated, or  
2 in the alternative, negligently violated, 15 U.S.C. § 1681e(a), 15 U.S.C. §  
3 1681e(b), 15 U.S.C. § 1681e(d), 15 U.S.C. § 1681b, and 15 U.S.C. § 1681b(b),  
4 and enjoining Defendant from further violations of 15 U.S.C. § 1681e(a), 15  
5 U.S.C. § 1681e(b), 15 U.S.C. § 1681e(d), 15 U.S.C. § 1681b, and 15 U.S.C. §  
6 1681b(b) with respect to Plaintiffs and the other members of the Class and  
7 Subclass;

8           c) Awarding Plaintiffs and members of the Class and Subclass  
9 statutory damages pursuant to 15 U.S.C. § 1681n(a)(1)(A), and actual damages  
10 pursuant to 15 U.S.C. § 1681n(a)(1)(A) or 15 U.S.C. § 1681o(a)(1);

11           d) Awarding Plaintiffs and the members of the Class and  
12 Subclass punitive damages pursuant to 15 U.S.C. § 1681n(a)(2);

13           e) Awarding Plaintiff and members of the Class their reasonable  
14 costs and attorneys' fees incurred in this action, including expert fees, pursuant to  
15 Rule 23 of the Federal Rules of Civil Procedure, and 15 U.S.C. § 1681n(a)(3) or  
16 15 U.S.C. § 1681o(a)(2).; and

17           f) Awarding other and further relief as the Court may deem just  
18 and proper.

19  
20   **TRIAL BY JURY**

21           Plaintiffs are entitled to and hereby demand a trial by jury.

22           Respectfully submitted this 9<sup>th</sup> day of October, 2014.

23   LAW OFFICES OF TODD M. FRIEDMAN, P.C.

24  
25  
26           By: /s/ Todd M. Friedman

27   Todd M. Friedman  
28   Law Offices of Todd M. Friedman  
  Attorney for Plaintiff

**EXHIBIT “A”**

### Reference Search Results













We found 12 users in your network who may have worked with [REDACTED] at these positions:

- Sr. Contract Specialist at [REDACTED] from 2012-2014
- Purchasing Agent at [REDACTED] from 2010-2012
- Buyer at [REDACTED] from 2010-2011

Search

#### Your Network

What do these icons mean?

<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Nonprofit Organization Management</p> <p><b>Current:</b> Vice President of Education at [REDACTED]; City Councilman at [REDACTED]</p> <p>▶ <b>City Councilman</b> at [REDACTED] from 1999-Present</p>	<p>2nd</p> <p> </p> <p>3   500+</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Government Administration</p> <p><b>Current:</b> Budget Director/CRA Coordinator at [REDACTED]</p> <p>▶ <b>Budget Director/CRA Coordinator</b> at [REDACTED] from 2012-Present</p> <p>▶ <b>Budget Administrator</b> at [REDACTED] from 2010-2012</p>	<p>2nd</p> <p> </p> <p>1   166</p>
<p>[REDACTED]</p> <p>West Palm Beach, Florida Area Information Technology and Services</p> <p><b>Current:</b> President at [REDACTED]</p> <p>▶ <b>President</b> at [REDACTED] from 2011-Present</p>	<p>2nd</p> <p> </p> <p>1   500+</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Law Practice</p> <p><b>Current:</b> Deputy City Attorney at [REDACTED]</p> <p>▶ <b>Assistant City Attorney</b> at [REDACTED] from 2012-2014</p>	<p>2nd</p> <p></p> <p>500+</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Government Administration</p> <p><b>Current:</b> Real Estate Consultant at [REDACTED]</p> <p>▶ <b>Permitting/Code Compliance</b> at [REDACTED] from 2003-2012</p>	<p>2nd</p> <p></p> <p>146</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Government Administration</p> <p><b>Current:</b> CDBG Administrator at [REDACTED]</p> <p>▶ <b>CDBG Administrator</b> at [REDACTED] from 2010-Present</p>	<p>2nd</p> <p></p> <p>435</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Civil Engineering</p> <p><b>Current:</b> Public Works Director at [REDACTED]</p> <p>▶ <b>Engineer</b> at [REDACTED] from 2007-2013</p>	<p>2nd</p> <p></p> <p>407</p>
<p>[REDACTED]</p> <p>Miami/Fort Lauderdale Area Law Practice</p> <p><b>Current:</b> Managing Attorney at [REDACTED]; Special Magistrate at [REDACTED]; Adjunct Professor [REDACTED] University; Attorney/Owner at [REDACTED]</p> <p>▶ <b>Special Magistrate</b> at [REDACTED] from 2012-Present</p>	<p>2nd</p> <p></p> <p>500+</p>
<p>[REDACTED]</p> <p>West Palm Beach, Florida Area Civil Engineering</p> <p><b>Current:</b> Section Administrator at [REDACTED]</p> <p>▶ <b>Section Administrator</b> at [REDACTED] from 2014-Present</p>	<p>2nd</p> <p></p> <p>500+</p>



Miami/Fort Lauderdale Area Government Administration

Current: Assistant Public Works Director at [redacted]; Owner at [redacted]  
▶ Assistant Public Works Director at [redacted] from 2010-Present

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TIP Contact these users through an **Introduction**. You have 15 Introductions remaining.