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13 *Counsel for Plaintiffs and the Putative Class*

14 **UNITED STATES DISTRICT COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 DREW KRISCO, an individual, and LIVLY,  
17 INC., a Delaware corporation, individually and  
on behalf of all others similarly situated,

18 *Plaintiffs,*

19 v.

20 LINKEDIN CORPORATION, a Delaware  
corporation,

21 *Defendant.*

Case No.

**CLASS ACTION COMPLAINT FOR:**

- (1) **Violation of Cal. Bus. & Bus. Prof. Code § 17200, et seq.**
- (2) **Fraud**
- (3) **Accounting**

**DEMAND FOR JURY TRIAL**

22 **CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

23  
24 Plaintiffs Drew Krisko (“Krisco”) and Livly, Inc. (“Livly”) bring this Class Action  
25 Complaint and Demand for Jury Trial against Defendant LinkedIn Corporation (“LinkedIn”) to seek  
26 compensation for Defendant overcharging advertisers and misrepresenting the reliability of the data  
27 produced by its advertising platform. Plaintiffs allege as follows upon personal knowledge as to

1 themselves and their own acts and experiences, and, as to all other matters, upon information and  
2 belief.

### 3 NATURE OF THE ACTION

4 1. On November 12, 2020, Defendant LinkedIn stated on its own blog that “[i]n  
5 August, our engineering team discovered and then subsequently fixed two measurement issues in  
6 our ads products that may have overreported some Sponsored Content campaign metrics for  
7 impression and video views.” Defendant revealed that these “issues” impacted hundreds of  
8 thousands of LinkedIn advertisers, undetected, over the span of at least two years.

9 2. Specifically, advertisers were overcharged and overpaid for advertisements on  
10 LinkedIn’s platform, all while relying on LinkedIn’s assurances that their advertising metrics were  
11 accurate and reliable.

12 3. While LinkedIn has tried to downplay the impact of this failure to monitor and  
13 control its own advertising platform, the total extent of the damage to their customers is not yet  
14 known. Nor is there conclusive proof that these problems have been fully rectified and that other  
15 unknown “measurement issues” may not lurk in its vast system.

16 4. Above and beyond simply overpaying for mismeasured ads, Plaintiffs and members  
17 of the Class paid for an unknown number of ineffective ads, losing out on the opportunity to serve  
18 effective ads that would have fulfilled the purposes of the advertisements. Had Plaintiffs and  
19 members of the Class known of the lack of reliability in choosing to place ads with LinkedIn, they  
20 would have taken their ad dollars to other competitive platforms.

21 5. Plaintiffs therefore bring this Complaint to seek compensation for the amount they  
22 were overcharged, as well as seek an accounting of their ad accounts, along with those of the Class,  
23 to ensure that the payments they have made are consistent with the services they received.

### 24 PARTIES

25 6. Plaintiff Drew Krisco is a natural person and resident of the State of Illinois. Mr.  
26 Krisco is a current customer of Defendant LinkedIn.

27



1 active audience for an untold number of advertisers to buy a wide range of advertisements, a core  
2 aspect of LinkedIn's business model.

3 14. Not unlike with Facebook or Google, advertisers pay extortionary amounts to reach  
4 target audiences and rely on platforms like LinkedIn to be honest brokers in how they track,  
5 monitor, and charge for those ads. While advertisers have certain tools available to them to track  
6 their own ads, certain information can only be known and conveyed by LinkedIn itself, leaving  
7 advertisers in a vulnerable position to act in blind reliance on LinkedIn's own metrics and reporting.

8 15. In November of 2020, LinkedIn revealed that it had taken advantage of that  
9 vulnerability through its own failures to properly design and audit its advertising system.

10 16. In its own words, "In August, our engineering team discovered and then  
11 subsequently fixed two measurement issues in our ads products that may have overreported some  
12 Sponsored Content campaign metrics for impression and video views. Together these issues  
13 potentially impacted more than 418,000 customers over a two plus year period."<sup>1</sup>

14 17. Additional reporting on this issue revealed:

15 With video ads, LinkedIn discovered that some organic videos and video ads would  
16 play while they were off-screen on Apple Inc.'s iOS devices.

17 If a LinkedIn user scrolled past a video ad while the video was buffering, for  
18 example, the ad would autoplay even when out of view, but still be tracked and  
19 logged as a video view or completion.

20 That may have resulted in overstated measures including video views and view-  
21 through rates, as well as overcharging advertisers paying by the view, according to a  
22 LinkedIn spokesman.

23 The company also said it may have been overreporting impressions on sponsored-  
24 content campaigns in the LinkedIn feed—for example, in cases when users would  
25 rotate their phones or quickly move to other parts of the app, the spokesman said.<sup>2</sup>

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24 <sup>1</sup> *We discovered two measurement issues. Here's how we're making it right.*, LinkedIn,  
25 [https://business.linkedin.com/marketing-solutions/blog/linkedin-news/2020/how-we-re-working-to-  
26 improve](https://business.linkedin.com/marketing-solutions/blog/linkedin-news/2020/how-we-re-working-to-improve).

27 <sup>2</sup> *LinkedIn Finds Measurement Errors That Inflated Video and Ad Metrics*, THE WALL STREET  
JOURNAL, [https://www.wsj.com/articles/linkedin-finds-measurement-errors-that-inflated-video-and-  
ad-metrics-11605228577](https://www.wsj.com/articles/linkedin-finds-measurement-errors-that-inflated-video-and-ad-metrics-11605228577)

1 18. What's worse, based on publicly available information, LinkedIn allegedly  
2 discovered this issue in August 2020, but waited at least *two months* to fix it and provide any kind  
3 of notice to its customers.

4 19. During this time, millions of advertisers bought untold amounts of advertising on the  
5 LinkedIn platform, with absolutely no notice of ongoing or previous failures to properly track and  
6 monitor advertising performance.

7 20. Of course, this same issue had been ongoing for two years without notice or  
8 explanation, impacting billions of ad dollars spent with Defendant LinkedIn.

#### 9 **PLAINTIFF KRISCO'S EXPERIENCE**

10 21. Plaintiff Krisco is in the real estate business.

11 22. Starting in 2020, Plaintiff Krisco purchased advertisements on the LinkedIn platform  
12 to promote job opportunities.

13 23. Krisco became aware of the mismeasurement issues in November 2020. Without  
14 detailed information from LinkedIn, Krisco is unaware of the details of what ads were impacted,  
15 when any issues occurred, or the full nature of the damage he suffered.

#### 16 **PLAINTIFF LIVLY'S EXPERIENCE**

17 24. Plaintiff Livly is a software and mobile app developer that provides products for the  
18 property management industry.

19 25. Starting in 2020, Livly purchased advertisements on the LinkedIn platform to build  
20 brand awareness and drive potential customers to its website.

21 26. Livly became aware of the mismeasurement issues in November 2020. Without  
22 detailed information from LinkedIn, Livly is unaware of the details of what ads were impacted,  
23 when any issues occurred, or the full nature of the damage it suffered.

#### 24 **CLASS ALLEGATIONS**

25 27. **Class Definition:** Plaintiffs bring this action pursuant to Federal Rule of Civil  
26 Procedure 23 on behalf of himself and the Class defined as follows:  
27

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