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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF OREGON

EUGENE DIVISION

JULIE EASTERBROOK, on behalf of
herself and all others similarly situated,

Plaintiff,

v.

LINKEDIN CORPORATION, a Delaware
Corporation,

Defendant.

Case No.

**CLASS ACTION COMPLAINT FOR
VIOLATION OF OREGON'S UNLAWFUL
TRADE PRACTICES ACT ("UTPA"),
ORS 646.608(1)(ttt) and ORS 646.608(1)(sss)**

JURY TRIAL DEMANDED

Plaintiff Julie Easterbrook (“Plaintiff”) brings this action on behalf of herself and all others similarly situated against Defendant LinkedIn Corporation (“LinkedIn” or “Defendant”). Plaintiff makes the following allegations pursuant to the investigation of her counsel and based upon information and belief, except as to allegations specifically pertaining to herself and her counsel, which are based on personal knowledge.

NATURE OF THE ACTION

1. This is a putative class action lawsuit against Defendant for engaging in an illegal “automatic renewal” scheme with respect to its paid subscription plans for LinkedIn-branded products and services that are available exclusively to consumers who enroll in Defendant’s auto-renewal programs (collectively, “LinkedIn Premium” or the “LP Subscriptions,” enumerated below) through its website at <https://www.linkedin.com> (the “LinkedIn Website”) and its mobile applications (the “LinkedIn Apps”) (together with LinkedIn Website, the “LinkedIn Platform”). Defendant is an international corporation that owns and operates the LinkedIn Platform, which is an online career-focused social media network of business professionals.¹ Relevant to Plaintiff’s allegations, when consumers sign up for the LP Subscriptions through the LinkedIn Platform, Defendant actually enrolls consumers in a program that automatically renews customers’ LP Subscriptions from month-to-month or year-to-year and results in monthly or annual charges to the consumer’s credit card, debit card, or third-party payment account (collectively, the “Payment Method”). In doing so, Defendant fails to provide the requisite disclosures and authorizations required to be made to and obtained from Oregon consumers under Oregon’s Automatic Renewal Law (“ARL”), ORS 646A.295, in direct

¹ The Platform is mainly used for professional networking and allows members (typically job seekers and employers) to “connect” to each other, *e.g.*, by posting CVs and job openings.

violation of Oregon’s Unlawful Trade Practices Act (“UTPA”), ORS 646.608(1)(ttt), and under Oregon’s Free Offer Law (“FOL”), ORS 646.644, in violation of Oregon’s Unlawful Trade Practices Act (“UTPA”), ORS 646.608(1)(sss).

2. With over 830 million members in 200 countries and regions worldwide (and more than 188 million members in the United States), the LinkedIn Platform is the “world’s largest professional network.”² While the basic features of the LinkedIn Platform are free to use, Defendant offers various products and features that are only available to paid LinkedIn Premium subscribers.³ Specifically, Defendant offers LinkedIn Premium in various different tiers, which include the following fee-based automatic renewal membership programs: Premium Career, Premium Business, Sales Navigator Professional, Recruiter Lite, and LinkedIn Learning (collectively, the “LP Subscriptions” or “LinkedIn Premium”).⁴

3. Through the LinkedIn Platform, Defendant markets, advertises, and sells to consumers in Oregon and throughout the United States paid memberships to the LP Subscriptions. To sign up for one of Defendant’s paid LP Subscriptions through the LinkedIn

² LinkedIn Pressroom, “About Us,” *available at* <https://news.linkedin.com/about-us#Statistics> (last accessed Jul. 20, 2022).

³ See Kinsta Blog, *Mind-Blowing LinkedIn Statistics and Facts (2022)* (Jun. 15, 2022), <https://kinsta.com/blog/linkedin-statistics/> (last accessed Jul. 20, 2022) (“A total of 39% of LinkedIn users pay for LinkedIn Premium, which has four price tiers[.]”).

⁴ Premium Career “gives you access to five InMail messages per month and in-demand videos, as well as the ability to see who viewed your profile, how many searches you’ve appeared in, and additional information on posted jobs (including salary).” Kinsta Blog, *Mind-Blowing LinkedIn Statistics and Facts* (Jun. 15, 2022). “The other tiers include essentially the same basic features but then go a step or two further.” Premium Business gives you additional information about businesses and unlimited people searches; Sales Navigator Pro gives you advanced search filters, access to different sales tools, and the ability to make notes on user profiles; and Recruiter Lite gives you guided search smart suggestions and more recruiter-focused tools.” *Id.* Note that LinkedIn Learning is included in all Premium subscriptions and, for the majority of the Class Period, was also offered as its own distinct subscription plan.

Platform, customers must provide Defendant with their billing information and Defendant then automatically charges customers' Payment Method as payments are due, typically on a monthly or annual basis. Defendant is able to unilaterally charge its customers renewal fees without their consent, as it is in possession of its customers' billing information. Thus, Defendant has made the deliberate decision to bilk Plaintiff and other similarly situated customers on a monthly or yearly basis, absent their consent under the ARL, relying on consumer confusion and inertia to retain customers, combat consumer churn, and bolster its revenues.

4. Pursuant to the ARL, online retailers who offer automatically renewing subscriptions to Oregon consumers must: (i) provide the complete automatic renewal offer terms in a clear and conspicuous manner and in visual proximity to the request for consent prior to the purchase, *see* ORS 646A.295(1)(a); *see also* ORS 646A.293(5)(a)-(e) (setting forth definition of "offer terms" as used in ORS 646A.295); (ii) obtain consumers' affirmative consent to the purchase prior to charging their Payment Methods in connection with the subscriptions, *see* ORS 646A.295(1)(b); and (iii) provide an acknowledgment that includes the automatic renewal offer terms and identifies a cost-effective, timely, and easy-to-use mechanism for consumers to cancel their subscriptions, *see* ORS 646A.295(1)(c), ORS 646A.295(2).

5. Consumers purchasing the LP Subscriptions do so either by choosing a free trial that automatically converts into a paid subscription at the end of the trial period, or a "straight-to-paid" monthly or annual subscription that automatically renews in regular intervals at either the full standard recurring rate that Defendant ordinarily charges for the particular subscription plan, or at a promotional or discounted rate that remains static for a limited period of time and then automatically renews to the full standard rate. As will be discussed below, the enrollment process for the LP Subscriptions through the LinkedIn Platform uniformly violates each of the

core requirements of the ARL.

6. Specifically, Defendant systematically violates the ARL by: (i) failing to present the automatic renewal offer terms in a clear and conspicuous manner and in visual proximity to the request for consent to the offer before the subscription or purchasing agreement is fulfilled, in direct violation of Section 646A.295(1)(a) of the ARL; (ii) charging consumers' Payment Method without first obtaining their affirmative consent to the agreement containing the automatic renewal offer terms, in direct violation of Section 646A.295(1)(b) of the ARL; and (iii) failing to provide an acknowledgment that includes the automatic renewal offer terms and information regarding how to cancel in a manner that is capable of being retained by the consumer, in direct violation of Section 646A.295(1)(c) of the ARL. The acknowledgment also fails to disclose a toll-free telephone number or describe another cost-effective, timely, and easy-to-use mechanism for cancellation, and in fact Defendant makes it exceedingly difficult and unnecessarily confusing for consumers to cancel their LP Subscriptions, in violation of Section 646A.295(2) of the ARL.

7. As a result, all goods, wares, merchandise, or products sent to Plaintiff and the Class under the automatic renewal or continuous service agreements are deemed to be "unconditional gifts" under the ARL. ORS 646A.295(5).

8. For the foregoing reasons, Plaintiff brings this action individually and on behalf of all Oregon purchasers of any of Defendant's LP Subscription offerings who, within the applicable statute of limitations period up to and including the date of judgment in this action, incurred unauthorized fees for the renewal of their LP Subscriptions. Based on Defendant's unlawful conduct, Plaintiff seeks damages (including statutory and punitive damages), restitution, declaratory relief, injunctive relief, reasonable attorneys' fees and costs, and any

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