

1 JONATHAN H. BLAVIN (State Bar No. 230269)
 jonathan.blavin@mto.com
 2 NICHOLAS D. FRAM (State Bar No. 288293)
 Nicholas.Fram@mto.com
 3 MICA L. MOORE (State Bar No. 321473)
 Mica.Moore@mto.com
 4 MUNGER, TOLLES & OLSON LLP
 560 Mission Street
 5 Twenty-Seventh Floor
 San Francisco, California 94105-2907
 6 Telephone: (415) 512-4000
 Facsimile: (415) 512-4077

7 Attorneys for LinkedIn Corporation

8 UNITED STATES DISTRICT COURT
 9 NORTHERN DISTRICT OF CALIFORNIA

10
11 LinkedIn Corporation,

12 Plaintiff,

13 vs.

14 Mantheos Pte. Ltd., Jeremiah Tang, Yuxi
 15 Chew, and Stan Kosyakov

16 Defendants.

Case No.

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;**
- (2) FRAUD AND DECEIT (CAL. CIV. CODE §§ 1572, 1710);**
- (3) VIOLATION OF THE LANHAM ACT, 15 U.S.C. § 1125(C);**
- (4) MISAPPROPRIATION**

DEMAND FOR JURY TRIAL

1 Plaintiff LinkedIn Corporation (“LinkedIn” or “Plaintiff”), by and through its attorneys,
2 brings this Complaint against Mantheos Pte. Ltd. (“Mantheos”), Jeremiah Tang, Yuxi Chew, and
3 Stan Kosyakov (collectively, “Defendants”) for injunctive relief and damages. LinkedIn alleges as
4 follows:

5 1. LinkedIn is a global online social network with a professional focus. LinkedIn has
6 nearly 800 million members in over 200 countries and territories around the globe. Its mission is
7 to connect the world’s professionals to make them more productive and successful. Through its
8 proprietary platform, LinkedIn allows its members to create, manage, and share their professional
9 histories and interests online.

10 2. At the heart of LinkedIn’s platform are its members. Members create profiles on
11 LinkedIn’s platform, which serve as their professional online identities. Members share their
12 information on LinkedIn’s platform in order to network with, and to be found by, other
13 professionals on LinkedIn. When a member posts an educational experience on her profile, crafts
14 a narrative description of her skills, or makes a new connection, the member does so for these
15 particular purposes.

16 3. In order to protect the data that LinkedIn’s members entrust to it, LinkedIn’s User
17 Agreement prohibits data “scraping”: the accessing, extraction, and copying of data by automated
18 bots on a large scale. LinkedIn also has invested significant technical and human resources to
19 detect, limit, and block data scraping. These measures are designed to ensure that LinkedIn’s
20 website is used for its intended purpose of facilitating meaningful professional connections and to
21 protect members’ expectations that their data will be used specifically for that purpose.

22 4. It is important that LinkedIn members have control over the information that they
23 choose to publish about themselves. People and careers evolve, and the information and
24 vocabulary that people use to describe themselves and their experiences evolve as well. It is
25

1 therefore critical that members are able to control their information and how they describe
2 themselves. That is why when members delete information from LinkedIn, LinkedIn deletes it too.

3 5. Defendants' entire business model is premised on scraping data from LinkedIn's
4 website. Notwithstanding the conditions in LinkedIn's User Agreement prohibiting data scraping,
5 to which Defendants consented on multiple occasions, Defendants use an extensive network of
6 fake LinkedIn accounts to gain access to areas of LinkedIn's platform that are accessible only to
7 real, logged-in LinkedIn members. Defendants have then used those fake accounts to scrape
8 millions of member profiles in automated fashion, including profile data that is only available for
9 viewing by other LinkedIn members who have logged in to their accounts. Defendants sell to their
10 customers on-demand scraping of more than two dozen LinkedIn member data fields, including
11 members' work experience, education, skills, titles, posts, comments, and reactions to the posts of
12 others.

13 6. Defendants are not shy about their illegal conduct. Defendants advertise their data
14 scraping service extensively on their website, and openly refer to LinkedIn's website as a "Gold
15 Mine" for personal information. Indeed, it appears the *only* service Defendants provide is scraping
16 LinkedIn members' data. Defendants sell that service to all who are willing to pay for it,
17 undermining LinkedIn's members' privacy and control over their information. Defendants have
18 also included LinkedIn's trademarks in materials marketing Mantheos's scraping service to the
19 public, without LinkedIn's consent, thereby associating LinkedIn's services with their illicit
20 activity.

21 7. Once Defendants have scraped LinkedIn members' data, the data can end up in any
22 number of databases and may be used for any purpose. Further, once scraped, neither LinkedIn
23 nor its members can prevent Defendants or their customers from using that data to send spam,
24
25

1 from selling or inadvertently exposing member data to scammers, or from combining data with
2 other data to create extensive private databases, among other activities.¹

3 8. Defendants have also defrauded LinkedIn by hundreds of thousands of dollars
4 through their fake accounts. As part of their scheme, Defendants use fake accounts to enroll in
5 subscriptions for LinkedIn's Sales Navigator. Sales Navigator is a paid subscription service that
6 provides sales professionals with services that promote quick identification and creation of new
7 customer leads and sales opportunities, in addition to helping professionals stay current about their
8 existing connections and key accounts. These services include advanced search capabilities.
9 LinkedIn offers legitimate members one month of free Sales Navigator service prior to the
10 commencement of a paid subscription. Defendants circumvent this limitation by signing up for
11 Sales Navigator subscriptions, typically through fake accounts using prepaid virtual debit card
12 numbers, and then using Sales Navigator to scrape members' profile data during the free period.
13 When LinkedIn attempts to charge the accounts for the following month of Sales Navigator service
14 after the conclusion of the free month, the associated cards are declined, and LinkedIn is never
15 paid. Defendants then continue using Sales Navigator to scrape members' data, without paying,
16 until LinkedIn cuts off access, at which point Defendants sign up for new Sales Navigator
17 subscriptions through different fake accounts.

18 9. Defendants have committed unlawful acts of breach of contract, fraud and deceit,
19 and misappropriation, and their conduct violates the Lanham Act's prohibitions of trademark
20 dilution by disparagement, 15 U.S.C. § 1125(c) et seq.

21 10. Defendants' unlawful conduct has harmed and threatens the LinkedIn platform in
22 several ways. First, their actions violate the trust that LinkedIn members place in the company to
23

24 ¹ See, e.g., <https://www.wired.com/story/clearview-ai-new-tools-identify-you-photos/> (noting that
25 Clearview AI "has scraped 10 billion photos" from websites) (last accessed Feb. 1, 2022).

1 protect their information. Defendants sell LinkedIn members' personal data to third parties for
2 profit, depriving members of control over their personal data, and magnifying the harms that
3 LinkedIn has suffered. Defendants have also defrauded LinkedIn out of hundreds of thousands of
4 dollars in revenue that they were properly charged for after their free trials concluded, but that they
5 did not pay. Defendants' unauthorized scraping has also forced LinkedIn to expend time and
6 resources investigating and responding to their misconduct, including by locating and investigating
7 the unauthorized activities of the hundreds of fake accounts that Defendants have used on
8 LinkedIn's platform. Finally, Defendants' association of its scraping activities with LinkedIn's
9 trademarks in its marketing materials tarnishes LinkedIn's brand.

10 11. Defendants' activities, if not enjoined, threaten ongoing and irreparable harm to
11 LinkedIn, including to its reputation and substantial consumer goodwill. LinkedIn brings this
12 lawsuit to stop Defendants' conduct, which harms LinkedIn's members and harms LinkedIn by
13 eroding the trust that lies at the core of LinkedIn's relationship with its members. LinkedIn is also
14 entitled to actual damages and exemplary damages as a result of Defendants' misconduct.

15 **JURISDICTION AND VENUE**

16 12. This Court has federal question jurisdiction over this action under 28 U.S.C.
17 §§ 1331 and 1338 because this action alleges violations of the Lanham Act, 15 U.S.C. § 1051 et
18 seq. The Court has supplemental jurisdiction over LinkedIn's state law claims under 28 U.S.C.
19 § 1367, because they arise out of the same nucleus of operative facts as the claims based on federal
20 law.

21 13. This Court also has diversity jurisdiction over this action under 28 U.S.C. § 1332.
22 Plaintiff is a citizen of Delaware and California. Upon information and belief, Defendants are
23 citizens of Singapore and Germany. The amount in controversy exceeds \$75,000.

1 14. Venue is proper in this Court because Defendants contractually consented to venue
2 in this District. Defendants have consented to LinkedIn’s User Agreement,² which contains a
3 forum selection clause selecting this judicial district for resolution of all disputes between the
4 parties.

5 15. Venue is also proper because Defendant Mantheos has consented to LinkedIn’s
6 terms for Pages (the “Pages Agreement”³), which apply to all members and organizations who
7 maintain a Company Page on LinkedIn’s website. The Pages Agreement also contains a forum
8 selection clause selecting this judicial district for resolution of all disputes between the parties.

9 16. During all relevant times, Defendants have repeatedly, knowingly, and intentionally
10 targeted their wrongful acts at LinkedIn, which is headquartered in this judicial district. In
11 addition, Defendants have consented to personal jurisdiction in this judicial district by consenting
12 to the forum selection clauses in LinkedIn’s User Agreement and Pages Agreement.

13 **INTRADISTRICT ASSIGNMENT**

14 17. This case is an intellectual property action, to be assigned on a districtwide basis per
15 Civil Local Rule 3-2(c).

16 **THE PARTIES**

17 18. LinkedIn Corporation is a Delaware corporation with its principal place of business
18 in Sunnyvale, California.

19 19. Defendant Mantheos is a company incorporated under the laws of Singapore in May
20 2020. Mantheos’s principal place of business is in Singapore.

21 20. Defendant Jeremiah Tang is one of Mantheos’s founders. On information and
22 belief, he is a national of Singapore, where he resides. Tang registered his LinkedIn account on

23 _____

24 ² <https://www.linkedin.com/legal/user-agreement> (last visited Feb. 1, 2022).

25 ³ <https://legal.linkedin.com/linkedin-pages-terms> (last visited Feb. 1, 2022).

1 August 2, 2016. He is responsible in whole or in part for the wrongdoing alleged herein, and in his
2 capacity as a principal of Mantheos.

3 21. Defendant Yuxi Chew is one of Mantheos's founders. On information and belief,
4 he is a national of Singapore, where he resides. Chew registered his LinkedIn account on July 11,
5 2017. He is responsible in whole or in part for the wrongdoing alleged herein, and in his capacity
6 as a principal of Mantheos.

7 22. Defendant Stan Kosyakov is one of Mantheos's founders. On information and
8 belief, he is a national of Germany who resides in Singapore. Kosyakov registered his LinkedIn
9 account on June 2, 2016. He is responsible in whole or in part for the wrongdoing alleged herein,
10 and in his capacity as a principal of Mantheos.

11 23. LinkedIn reserves the right to amend its complaint should discovery reveal that
12 Defendants are working in concert with one or more people or entities.

13 **FACTS**

14 **The LinkedIn Network**

15 24. LinkedIn is a global online social network with a professional focus and nearly 800
16 million members worldwide. LinkedIn's mission is to connect the world's professionals to make
17 them more productive and successful.

18 25. Through its proprietary platform, LinkedIn members are able to create, manage, and
19 share their professional identities online, build and engage with their professional network, access
20 shared knowledge and insights, and find business opportunities, enabling them to be more
21 productive and successful. LinkedIn's broader vision is to create economic opportunity for every
22 member of the global workforce.

23 26. At the heart of LinkedIn's platform are its members, who create individual profiles
24 that serve as their professional profiles online. LinkedIn is available at no cost to anyone who
25

1 wants to join and who consents to the terms of LinkedIn’s User Agreement, Privacy Policy, and
2 Cookie Policy.

3 27. LinkedIn members populate their profiles with a wide range of information
4 concerning their professional lives, including summaries (narratives about themselves), job
5 histories, skills, interests, educational background, professional awards, photographs, and other
6 information. Members may customize their profile settings to limit how much of their profile
7 information is accessible to users who are not logged-in to LinkedIn. Further, members may even
8 decide to prevent their profiles from appearing at all in public search engine results.⁴

9 28. The privacy choices that LinkedIn offers its members are critical to their decisions to
10 entrust information to LinkedIn and to LinkedIn’s platform. In its Privacy Policy, LinkedIn sets
11 limits regarding what LinkedIn can and cannot do with member data. The Privacy Policy also
12 promises that if a member decides that he or she wants to delete his or her profile, LinkedIn will
13 permanently delete the account and all of the data that the member posted to LinkedIn within 30
14 days. LinkedIn thus ensures that members have ultimate control over their information, by giving
15 members the ability to customize how much information is available and to whom, and the ability
16 to remove their information entirely from LinkedIn’s platform if they so decide.

17 29. LinkedIn has invested and plans to continue to invest substantial time, labor, skill,
18 and financial resources into the development and maintenance of the LinkedIn site and platform.

19 30. LinkedIn is the owner of several registered trademarks in graphic logos that it uses
20 to advertise, market, and promote the LinkedIn brand.

21 31. LinkedIn is the owner of the following marks in International Class 9:


22 U.S. Registration No. 4,023,512 for LINKEDIN


23


24

25 ⁴ See <https://www.linkedin.com/help/linkedin/answer/83> (last visited Feb. 1, 2022).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

U.S. Registration No. 3,971,642 for 

U.S. Registration No. 4,023,511 for 


U.S. Registration No. 4,023,513 for 

(collectively, the “Class 9 Marks”) in connection with “Computer software for the collection, editing, organizing, modifying, bookmarking, transmission, storage and sharing of data and information in the fields of business and social networking, employment, careers and recruiting; downloadable electronic publications in the nature of newsletters, research reports, articles and white papers on topics of professional interest, all in the fields of business and social networking, recruiting and employment, and personal and career development; computer software development tools for business and social networking; computer software that provides web-based access to applications and services through a web-operating system or portal interface” in International Class 9.


32. LinkedIn has used the Class 9 Marks in interstate commerce in connection with the registered goods continuously since at least as early as April 30, 2007. A copy of the Certificates of Registration for the Class 9 Marks is attached as Exhibit A. The registrations for the Class 9 Marks are valid, subsisting and incontestable pursuant to Section 15 of the Lanham Act, 15 U.S.C. § 1065. LinkedIn’s use and registration of the Class 9 Marks predate Defendants’ unauthorized use of LinkedIn’s mark. Accordingly, LinkedIn has priority of rights in the Class 9 Marks.


33. LinkedIn is the owner of the following marks in International Class 35:

U.S. Registration No. 3,963,244 for LINKEDIN

U.S. Registration No. 3,959,413 for 

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

U.S. Registration No. 3,959,419 for 

U.S. Registration No. 3,959,420 for 


(collectively, the “Class 35 Marks”) in connection with “Advertising and marketing services, namely, promoting goods and services for businesses; providing an online searchable database featuring employment and career opportunities and business, employment and professional queries and answers; job placement services, human resources consulting services; business research and survey services; promoting the goods and services of others via a global computer network; advertising, marketing and promotional services related to all industries for the purpose of facilitating networking and socializing opportunities for business purposes; charitable services, namely, promoting public awareness about community service; providing online career networking services and information in the fields of employment, recruitment, job resources, and job listings; personnel recruitment and placement services; electronic commerce services, namely, providing information about products and services via telecommunication networks for advertising and sales purposes; providing networking opportunities for individuals seeking employment; on-line professional networking opportunities; providing online computer databases and online searchable databases in the fields of business and professional networking” in International Class 35.


34. LinkedIn has used the Class 35 Marks in interstate commerce in connection with the registered services continuously since at least as early as July 31, 2008. A copy of the Certificates of Registration for the Class 35 Marks is attached as Exhibit B. The registrations for the Class 35 Marks are valid, subsisting and incontestable pursuant to Section 15 of the Lanham Act, 15 U.S.C. § 1065. LinkedIn’s use and registration of the Class 35 Marks predates


1 Defendants' unauthorized use of LinkedIn's mark. Accordingly, LinkedIn has priority of rights in
2 the Class 35 Marks.

3 35. LinkedIn is the owner of the following marks in International Class 42:

4 U.S. Registration No. 3,967,561 for LINKEDIN

5 U.S. Registration No. 3,979,174 for 

6
7 U.S. Registration No. 3,971,641 for 

8
9 U.S. Registration No. 3,971,640 for 

10 (collectively, the "Class 42 Marks") in connection with "Computer services, namely, hosting
11 electronic facilities for others for organizing and conducting meetings, events and interactive
12 discussions via the Internet; computer services, namely, creating an on-line community for
13 registered users to organize groups, events, participate in discussions, share information and
14 resources, and engage in social, business and community networking; providing temporary use of
15 online non-downloadable software for allowing web site users to communicate information of
16 general interest for purposes of social, business and community networking, marketing,
17 recruitment and employment; providing a website featuring temporary use of non-downloadable
18 software enabling users to search, locate and communicate with others via electronic
19 communications networks to network, conduct surveys, track online reference to job opportunities
20 and business topics; computer services in the nature of customized web pages featuring user-
21 defined information, personal profiles, and images; scientific and industrial research in the fields of
22 business and online social networking; providing a web site featuring temporary use of non-
23 downloadable software allowing web site users to post and display online videos and photos for
24 sharing with others for entertainment purposes; computer services, namely, creating an online
25

1 community for registered users to participate in discussions, get feedback from their peers, form
2 virtual communities, and engage in social networking featuring social media including photos,
3 audio and video content on general topics of social interest” (or a substantially similar description)
4 in International Class 42.

5 36. LinkedIn has used the Class 42 Marks in interstate commerce in connection with
6 the registered services continuously since at least as early as July 31, 2008. A copy of the
7 Certificates of Registration for the Class 42 Marks is attached as Exhibit C. The registrations for
8 the Class 42 Marks are valid, subsisting and incontestable pursuant to Section 15 of the Lanham
9 Act, 15 U.S.C. § 1065. LinkedIn’s use and registration of the Class 42 Marks predates
10 Defendants’ unauthorized use of LinkedIn’s mark. Accordingly, LinkedIn has priority of rights in
11 the Class 42 Marks.

12 37. Collectively, the marks asserted in paragraphs 30 through 36 of this Complaint,
13 which are representative examples of LinkedIn’s trademark registrations, are referred to as the
14 “LinkedIn Marks.”

15 38. As a result of LinkedIn’s substantial expenditure of time, labor, skill, and financial
16 resources into its platform, the LinkedIn Marks and LinkedIn’s goods and services have developed
17 substantial goodwill.

18 39. The LinkedIn Marks have been distinctive and famous in the United States long
19 before the Defendants engaged in the illicit activity described below.

20 **LinkedIn’s Prohibitions on Data Scraping and Other Unauthorized Conduct**

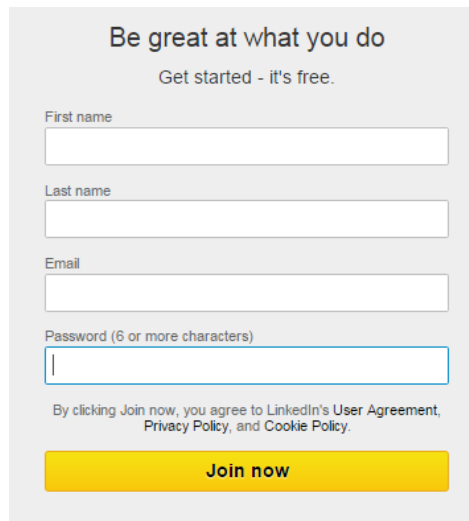
21 40. LinkedIn’s User Agreement⁵ prohibits scraping member data from LinkedIn’s
22 website through any means.

23
24

⁵ See <https://www.linkedin.com/legal/user-agreement> (last visited Feb. 1, 2022). Defendants also
25 agreed to substantially similar terms at the time they signed up for their LinkedIn accounts.

1 41. LinkedIn’s User Agreement explains that members, users, and visitors to the
2 LinkedIn website must abide by certain restrictions in accessing and using the website. The
3 current version of the User Agreement, effective August 11, 2020, to which all Defendants have
4 consented, states that “You agree that by clicking ‘Join Now’ ‘Join LinkedIn’, ‘Sign Up’ or
5 similar, registering, accessing or using our services ..., you are entering into a legally binding
6 contract with LinkedIn (even if you are using our Services on behalf of a company).”

7 42. Defendants Tang, Chew, and Kosyakov bound themselves to the User Agreement
8 when they created their individual member profiles on LinkedIn. As demonstrated by the
9 screenshot below, a prospective member registers for an account by providing a first name, last
10 name, email address, and password. By clicking “Join Now,” the prospective member “agree[s] to
11 LinkedIn’s User Agreement, Privacy Policy, and Cookie Policy,” all of which are hyperlinked on
12 the page.



The screenshot shows a registration form with the following elements:

- Header: "Be great at what you do" and "Get started - it's free."
- Input fields: "First name", "Last name", "Email", and "Password (6 or more characters)".
- Disclaimer: "By clicking Join now, you agree to LinkedIn's User Agreement, Privacy Policy, and Cookie Policy."
- Button: A yellow "Join now" button.

13
14
15
16
17
18
19
20
21
22
23
24
25

1 46. Section 8.2(18) of the User Agreement also prohibits members from “viola[ting] the
2 Professional Community Policies.” The policies provide, in relevant part:

3 **Do not create a fake profile or falsify information about yourself.** We don’t
4 allow fake profiles or entities. Do not post misleading or deceptive information
about yourself, your business ... [d]o not use or attempt to use another person’s
LinkedIn account or create a member profile for anyone other than yourself.

5 47. LinkedIn also maintains a branding policy.⁷ The branding policy states that
6 LinkedIn “generally does not permit its members ... to use its name, trademarks, logo, web pages,
7 screenshots, and other brand features” absent prior approval. The branding policy further explains
8 that certain requests, including requests to “[u]se our trademarks on promotional opportunities that
9 [members] are distributing or selling” or to “[u]se our trademarks in a way that implies affiliation
10 with or endorsement by LinkedIn of [members’] products or services” violate LinkedIn’s terms,
11 and therefore are never approved.

12 48. For years, Defendants have been on notice of and agreed to abide by these and other
13 prohibitions in registering for and using LinkedIn’s services. As demonstrated below, Defendants
14 have engaged in a systematic pattern of conduct in violation and breach of these terms, causing
15 harm to LinkedIn.

16 49. LinkedIn also works hard to protect the integrity and security of its platform.
17 Among other precautions, LinkedIn employs an array of technological safeguards and barriers
18 designed to prevent data scrapers, bots, and other automated systems from accessing and copying
19 its members’ data, including “logged-in” scraping (scraping of profile data available for viewing
20 only by other signed-in members). Specifically, LinkedIn has a dedicated team of engineers whose
21 full-time job is to detect and prevent scraping, and to maintain LinkedIn’s technical defenses. It
22 employs many different technical defenses that are constantly operating, including rate limiters, IP

23
24 _____
⁷ <https://brand.linkedin.com/policies> (last visited Feb. 1, 2022).

1 address blocks, artificial intelligence models, and proprietary algorithms to detect and block
2 scraping from “logged-in” accounts.

3 50. LinkedIn’s technical measures are vitally important to ensuring that the website is
4 available to and used by legitimate users, and that members feel safe sharing personal information
5 on LinkedIn’s platform. To that end, LinkedIn has used, and will continue to use, commercially
6 reasonable techniques for safeguarding the security of members’ data.

7 **Defendants Launch a LinkedIn Data Scraping Service**

8 51. Defendants Tang, Chew, and Kosyakov have engaged in and continue to engage in
9 widespread scraping of LinkedIn’s data through Defendant Mantheos, causing harm to LinkedIn.
10 Mantheos’s entire business model revolves around selling data scraping capabilities to third
11 parties. It advertises on its website that it offers “LinkedIn profiles scraping that is fresh, accurate,
12 [and] scalable.”⁸ Its sole product is an application that enables users to scrape data from
13 LinkedIn’s logged-in environment in real-time. Mantheos’s website also provides documentation
14 for its application, which includes samples of computer code that Mantheos’s customers may use
15 to obtain full profile data for LinkedIn members, including information that members have chosen
16 to make available for viewing only by other legitimate, logged-in members. Defendants’ scraping
17 activities breach their contractual obligations to LinkedIn.

18 52. Defendants openly admit to scraping LinkedIn members’ data. On its website,
19 Mantheos explains how its product compares favorably to other “LinkedIn Scraping Services,” in
20 part because it is “not limited to a pre-collected dataset” but allows customers to scrape data from
21 “all 500+ million people profiles and 50+ million company profiles on the website.”⁹ Marketing
22
23

24 ⁸ <https://www.mantheos.com/linkedin/> (last visited Feb. 1, 2022).

25 ⁹ <https://www.mantheos.com/blog/top-5-linkedin-scraping-services/> (last visited Feb. 1, 2022).

1 materials authored by Defendant Tang, which prominently feature LinkedIn’s registered graphic
2 logo mark, refer to the “[p]ower” of scraping LinkedIn data in advertising Mantheos’s product:



10 Other marketing materials on Mantheos’s website refer to LinkedIn as a “Gold Mine” due
11 to its large member base:



18 53. Mantheos sells over two dozen fields of LinkedIn member data, including
19 members’ names, locations, industries, work experience, education, languages, awards,
20 membership, and certifications. Mantheos’s customers may also obtain members’ skills, which
21 ordinarily may only be viewed on LinkedIn’s website by other logged-in LinkedIn members. In
22 their efforts to exploit LinkedIn member data for profit, Defendants have scraped millions of
23 members’ profiles.
24
25

1 54. Starting at least on August 25, 2021, Mantheos launched a new feature called
2 “social listening” that scrapes broad categories of member engagement data from LinkedIn.
3 Mantheos now provides data related to LinkedIn members’ posts on the platform, including the
4 full content of any post, any reactions or comments the post receives, and a list of all members who
5 react or comment to a post.¹⁰

6 55. Mantheos also gives its customers the ability to download LinkedIn members’
7 profile pictures. LinkedIn uses automatically and continuously expiring URL links as a technical
8 measure to protect members’ profile pictures from scrapers. Mantheos circumvents this practice
9 by providing those links to its customers and instructing them that they should immediately
10 download photos before the links expire.

11 56. Defendants themselves doubt the legality of their business. Mantheos’s website
12 acknowledges that “data scraping may be a sensitive topic in terms of data privacy and its
13 legality,” and that “there is still a grey area regarding the legality of web scraping.”¹¹ Defendants
14 further advertise that their service is “[r]isk-free,” not because it is legal, but because it “does not
15 require [the Mantheos customer’s] own personal account credentials.”¹² Mantheos’s service
16 therefore allows its customers to conceal their identity while obtaining scraped data from LinkedIn,
17 and to evade the consequences of violating LinkedIn’s User Agreement.

18 **Defendants Use a Network of Fake Accounts for Data Scraping**

19 57. Defendants use an extensive network of fake accounts on LinkedIn and
20 misrepresent their identity in order to scrape member data. These accounts are registered under
21 false names, use stock images as profile photos, and rely on email addresses provided by free
22

23 ¹⁰ <https://www.mantheos.com/blog/social-listening-on-linkedin-and-measuring-linkedin-engagement-metrics/> (last visited Feb. 1, 2022).

24 ¹¹ <https://www.mantheos.com/blog/scraping-linkedin-in-2021-is-it-legal> (last visited Feb. 1, 2022).

25 ¹² <https://www.mantheos.com/blog/top-5-linkedin-scraping-services/> (last visited Feb. 1, 2022).

1 services. Upon information and belief, Defendants have used hundreds of these accounts as part of
2 their scheme.

3 58. Defendants' activities abuse LinkedIn's promotions and services. LinkedIn's Sales
4 Navigator service offers a number of advanced features, including the ability to query LinkedIn's
5 member base across an increased number of data fields. LinkedIn offers a free month of Sales
6 Navigator services as a promotional opportunity for sales professionals, to be followed by an
7 annual or monthly subscription.

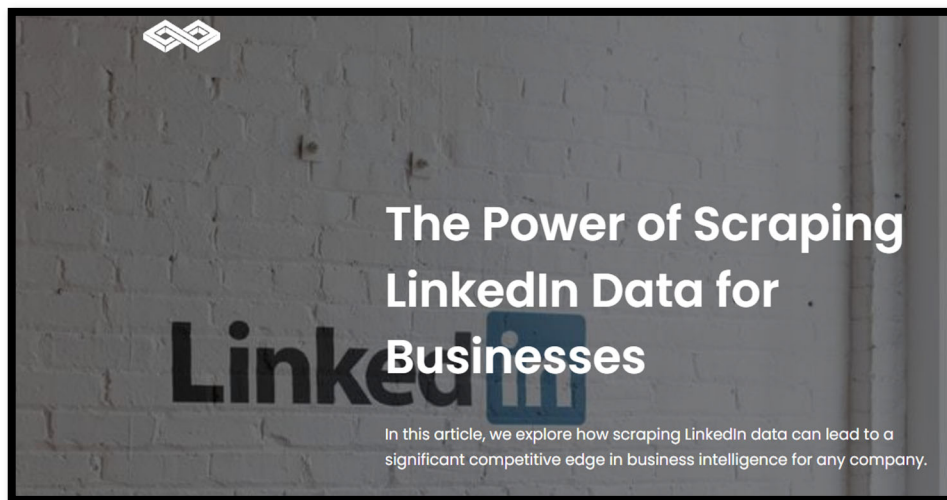
8 59. As early as July 2020, just two months after Mantheos's formation, Defendants
9 began using fake accounts to obtain Sales Navigator access. Defendants typically use the fake
10 accounts to register for Sales Navigator, and during the registration process, they provide prepaid
11 virtual debit card numbers under the names of the fake account holders. After completing
12 registration, Defendants use their network of fake accounts to scrape member data in the logged-in
13 environment during their month of free Sales Navigator service. After that month, when LinkedIn
14 attempts to charge Defendants' accounts for the following month of service, the cards on file are
15 declined. Defendants nonetheless continue to use Sales Navigator, without paying, and continue to
16 scrape member data until LinkedIn cuts off access. Indeed, the majority of Defendants' scraping
17 activities occur after the conclusion of the free trial period. Each month Defendants start the
18 process anew by registering another set of fake accounts for Sales Navigator. To date, Defendants
19 owe hundreds of thousands of dollars in unpaid Sales Navigator subscription fees.

20 60. In creating and registering their personal accounts, and in creating and maintaining
21 a Company Page, Defendants were put on notice of the access and use restrictions in LinkedIn's
22 User Agreement and agreed to abide by those conditions. Defendants' conduct, as described in
23 this Complaint, violates several provisions of the User Agreement, including the User Agreement
24 as incorporated into the Pages Agreement.

1 61. Defendants have accessed LinkedIn’s website as logged-in members and scraped
2 data from numerous LinkedIn pages not accessible to non-members, violating LinkedIn’s User
3 Agreement, including the prohibitions on “scrap[ing] the Services or otherwise copy[ing] profiles
4 and other data from the Services,” and “Creat[ing] a false identity on LinkedIn, misrepresent[ing]
5 your identity, or creat[ing] a Member profile for anyone other than yourself (a real person),”
6 among other provisions. Defendants were on notice of these conditions and knowingly violated
7 them in engaging in their prohibited conduct. Defendants have also circumvented the many
8 technical measures and barriers LinkedIn has in place to prevent such scraping activities.

9 **Defendants Use LinkedIn’s Trademarks To Market Their Scraping Services**

10 62. Defendants have also prominently featured the LinkedIn Marks in marketing
11 materials for their scraping services, without LinkedIn’s consent and in disregard of LinkedIn’s
12 trademark rights. The following advertisement, authored by Defendant Tang and posted on April
13 8, 2021, features LinkedIn’s graphic logo mark:



21 Similarly, marketing materials published on July 7, 2021, advertising Mantheos’s new
22 “social listening” features also prominently display LinkedIn’s mark:

23
24
25

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25



Further, materials published on May 20, 2021, which compare Mantheos favorably to other scraping services, feature LinkedIn’s “IN” logo mark:



63. LinkedIn has had no part in the design, marketing, offering for sale, or sale of the data scraping application created by Defendants. Nor is LinkedIn associated, affiliated, or otherwise connected with Mantheos in any way.

64. Defendants did not have permission or authorization from LinkedIn to use the LinkedIn Marks. Defendants were aware at all relevant times that they did not have permission or authorization, and their use of the LinkedIn Marks was willful.

1 65. In addition, Defendants’ use of the LinkedIn Marks causes and is likely to cause an
2 unwanted association between LinkedIn’s products and Defendants’ illicit scraping activities,
3 tarnishing the LinkedIn Marks. Privacy and member control of personal data are central to
4 LinkedIn’s creation of an environment where members feel comfortable sharing their professional
5 identities and engaging with their networks online. In furtherance of that interest, LinkedIn offers
6 members choices about the data that LinkedIn collects, uses, and shares, and maintains a detailed
7 Privacy Policy. Defendants’ use of the LinkedIn Marks undermines LinkedIn’s reputation for
8 privacy, as well as the substantial goodwill that LinkedIn has accrued, by associating LinkedIn’s
9 products with services that scrape data without members’ consent, and sell it to whomever is
10 willing to pay for it.

11 66. Defendants’ use of the LinkedIn Marks in their marketing materials violates the
12 Lanham Act’s prohibitions on trademark dilution. Defendants’ conduct also breaches the User
13 Agreement’s condition prohibiting users from “[v]iolating the intellectual property or other rights
14 of LinkedIn.” Defendants were on notice of both this condition and LinkedIn’s branding policy.

15 **Defendants Have Caused and Threaten Past and Ongoing**
16 **Injury to LinkedIn**

17 67. By engaging in the activities described above, Defendants have caused, and if not
18 halted will continue to cause, ongoing and irreparable harm to LinkedIn, in a variety of ways,
19 including ongoing and irreparable harm to its consumer goodwill.

20 68. LinkedIn’s members entrust to LinkedIn their professional histories, skills and
21 interests on LinkedIn’s site, as well as their comments and reactions. LinkedIn will suffer ongoing
22 and irreparable harm to its consumer goodwill and trust, which LinkedIn has worked hard for years
23 to earn and maintain, if Defendants’ conduct continues.

24 69. LinkedIn expended significant human, financial, and technical resources, including
25 hundreds of hours of employee time, investigating and responding to Defendants’ unlawful

1 activities, including in its efforts to detect the fake accounts that Mantheos has created in
2 furtherance of its fraud.

3 **FIRST CLAIM FOR RELIEF**

4 **Breach of Contract**

5 70. LinkedIn realleges and incorporates by reference all of the preceding paragraphs.

6 71. Use of the LinkedIn website and use of LinkedIn services are governed by and
7 subject to the User Agreement.

8 72. LinkedIn members are presented with the User Agreement and must affirmatively
9 accept and agree to the User Agreement to register for a LinkedIn account.

10 73. At all relevant times, LinkedIn also prominently displayed a link to the User
11 Agreement on LinkedIn's homepage.

12 74. Defendants were on notice of and agreed to the User Agreement when they created
13 their member profiles on LinkedIn and extensively used the LinkedIn website, including through
14 the creation and ongoing maintenance of the Mantheos Company Page, which incorporates the
15 User Agreement.

16 75. The User Agreement is enforceable and binding on Defendants.

17 76. Defendants repeatedly accessed the LinkedIn website with knowledge of the User
18 Agreement and all of its prohibitions. Despite their knowledge of the User Agreement and its
19 prohibitions, Defendants accessed and continue to access the LinkedIn website to, among other
20 things, scrape the LinkedIn website in violation of the User Agreement and without the consent of
21 LinkedIn or its members.

22 77. Defendants' actions, as described above, have willfully, repeatedly, and
23 systematically breached the User Agreement.

1 78. LinkedIn has performed all conditions, covenants, and promises required of it in
2 accordance with the User Agreement.

3 79. Defendants' conduct has damaged LinkedIn, and caused and continues to cause
4 irreparable and incalculable harm and injury to LinkedIn.

5 80. LinkedIn is entitled to injunctive relief, compensatory damages, and/or other
6 equitable relief.

7 **SECOND CLAIM FOR RELIEF**

8 **Fraud and Deceit (Common Law, Cal. Civ. Code §§ 1572, 1710)**

9 81. LinkedIn realleges and incorporates by reference all of the preceding paragraphs.

10 82. Defendants' acts, as alleged, constitute fraud on LinkedIn. Defendants falsely
11 represent their identities and submit false financial information to LinkedIn, gaining access to the
12 platform and to member data that they otherwise would not have been able to access.

13 83. Defendants are aware that their representations are false. They know that they are
14 posing as others on the LinkedIn platform, and they know that LinkedIn has relied on these false
15 representations. They also know that LinkedIn relies on the financial information they provide to
16 LinkedIn in exchange for LinkedIn's Sales Navigator services, and they know that they have no
17 intention of actually paying for those services.

18 84. Defendants specifically intended that LinkedIn would rely on their false
19 representations, granting Defendants' access to its platform and to its Sales Navigator services.

20 85. In addition, LinkedIn relies on members to accurately portray themselves on
21 LinkedIn's platform in order to maintain an environment where members feel safe sharing
22 personal and career information. Reliance on accurate representations by its members is critical to
23 the trust and goodwill that LinkedIn has worked hard to create. LinkedIn's reliance is justifiable.

1 “[r]isk-free” because its customers may obtain LinkedIn information without revealing their
2 identity to LinkedIn, all with unauthorized use of the LinkedIn Marks. This association of conduct
3 that indicates contractual violations and improper uses with the LinkedIn Marks also harms
4 LinkedIn’s reputation and tarnishes the LinkedIn Marks.

5 91. Defendants’ conduct has caused and will continue to cause immediate and
6 irreparable injury to LinkedIn, including its business, reputation, and goodwill.

7 92. LinkedIn is entitled to injunctive relief pursuant to 15 U.S.C. § 1125(c)(5).

8 93. Because Defendants willfully intended to trade on LinkedIn’s reputation and
9 goodwill, LinkedIn is entitled to damages, enhanced damages, fees, and costs pursuant to 15
10 U.S.C. § 1117(a).

11 **FOURTH CLAIM FOR RELIEF**

12 **Misappropriation**

13 94. LinkedIn realleges and incorporates by reference all of the preceding paragraphs.

14 95. LinkedIn has invested substantial time, labor, skill, and financial resources into the
15 creation and maintenance of LinkedIn, its computer systems and servers, including system and
16 server capacity, as well as the content on the LinkedIn website, which is time sensitive.
17 Defendants have invested none of their own time and resources into developing and building the
18 LinkedIn website and platform.

19 96. Disregarding the prohibitions set forth in LinkedIn’s User Agreement of which they
20 have been on notice and to which they have expressly consented, and in circumvention of various
21 technical barriers, Defendants, without authorization, have wrongfully accessed LinkedIn’s
22 website, computer systems and servers, and obtained data from the LinkedIn site. The data that
23 Defendants took included time-sensitive updates to member profiles.

24
25

1 c. using the LinkedIn Marks in commerce;

2 2. An order requiring Defendants to destroy all documents, data, and other items,
3 electronic or otherwise, in their possession, custody, or control, that were wrongfully extracted and
4 copied from LinkedIn's website, along with any data that Defendants have inferred, aggregated, or
5 synthesized as a result of data wrongfully extracted and copied from LinkedIn's website;

6 3. An order requiring Defendants to destroy all software code and other
7 instrumentalities for scraping LinkedIn's platform;

8 4. An order requiring Defendants to notify all customers that purchased or otherwise
9 acquired access to illicitly scraped data from LinkedIn of any decision or award against the
10 Defendants;

11 3. An award to LinkedIn of damages, including, but not limited to, compensatory,
12 statutory, enhanced damages, profits of Defendants, and/or punitive damages, as permitted by law;

13 4. An award to LinkedIn of its costs of suit, including, but not limited to, reasonable
14 attorney's fees, as permitted by law; and

15 5. Such other relief as the Court deems just and proper.

16 **DEMAND FOR JURY TRIAL**

17 LinkedIn hereby demands a jury trial of all issues in the above-captioned action that are
18 triable to a jury.

19

20 DATED: February 1, 2022

MUNGER, TOLLES & OLSON

21

22

23

By: /s/ Jonathan H. Blavin
/s/ JONATHAN H. BLAVIN
Attorney for LinkedIn Corporation

24

25