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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

VISHAL SHAH, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

EDWARD D. JONES & CO., L.P. d/b/a
EDWARD JONES,

Defendant.

Case No.: 8:26-cv-364

CLASS ACTION COMPLAINT

JURY TRIAL DEMANDED

1 Plaintiff Vishal Shah (“Plaintiff”), individually and on behalf of all other
2 persons similarly situated, by and through his attorneys, makes the following
3 allegations pursuant to the investigation of his counsel and based upon information
4 and belief, except as to allegations specifically pertaining to himself and his counsel,
5 which are based on personal knowledge.

6 **NATURE OF THE ACTION**

7 1. This is a class action lawsuit brought on behalf of all persons who have
8 accessed and used www.edwardjones.com (the “Website”) to find a financial advisor.

9 2. Defendant offers financial advising services and matches customers with
10 financial advisors through its Website. In order to be matched with a financial advisor
11 through the Website, applicants must share confidential information, including their
12 income, amount of investments, employment status, and protected characteristics like
13 sexual orientation. When consumers provide this information on their applications,
14 they expect that such confidential information and activity will be protected and not
15 disclosed to unknown third parties. Such expectations are based, in part, on the legal
16 protections afforded to such information.

17 3. Despite reasonable expectations of privacy, and Defendant’s legal duties
18 to prevent the disclosure of such private information, Defendant disclosed information
19 provided by consumers on its financial advisor matching pages to LinkedIn
20 Corporation (“LinkedIn”). These disclosures include communications that contain
21 sensitive and confidential information – i.e., “nonpublic personal information,” as
22 defined by 16 C.F.R. § 313.3 (the “Gramm-Leach-Bliley Act” or “GLBA”), Cal. Fin.
23 Code § 4050, *et seq.* (the “California Financial Information Privacy Act” or
24 “CalFIPA”), and Cal. Ins. Code § 791, *et seq.* (the California “Insurance Information
25 and Privacy Protection Act” or “IIPPA”).

26 4. Through the acts alleged herein, Defendant violated the Electronic
27 Communications Privacy Act, 18 U.S.C. 2511, *et seq.* (“ECPA”) and the California
28

1 Invasion of Privacy Act (“CIPA”) §§ 631 and 632 by disclosing Plaintiff’s and Class
2 Members’ private and confidential information without consent.

3 **THE PARTIES**

4 5. Plaintiff Vishal Shah is a citizen of California, residing in Buena Park,
5 California. In or around October 2025, Plaintiff sought to be matched to a financial
6 advisor on the Website. By answering the questions in the associated quiz, Plaintiff
7 provided information related to his financial condition, private investments,
8 employment status, and other elements of his private affairs.

9 6. Plaintiff entered personal information into the Website using the same
10 device and browser used to access his LinkedIn account. When creating his LinkedIn
11 account, Plaintiff provided certain information to LinkedIn, including his full name.

12 7. Unbeknownst to Plaintiff, Defendant disclosed his personally identifiable
13 information (“PII”) to LinkedIn—including communications that contained Plaintiff’s
14 confidential, “nonpublic personal information” as defined by the GLBA, CalFIPA, and
15 IIPPA. Neither Defendant, nor LinkedIn, procured Plaintiff’s prior consent to the
16 sharing of his private and protected information.

17 8. Defendant Edward D. Jones & Co., L.P. d/b/a Edward Jones is a limited
18 partnership created under the laws of the State of Missouri. Defendant develops, owns,
19 and operates the Website, which is available throughout the United States.

20 **JURISDICTION AND VENUE**

21 9. This Court has subject matter jurisdiction over this action pursuant to 28
22 U.S.C. § 1331 because it arises under a law of the United States (the Electronic
23 Communications Privacy Act, 18 U.S.C. § 2511). This Court also has supplemental
24 jurisdiction over Plaintiff’s state law claims under 28 U.S.C. § 1367. Further, this
25 action is a putative class action, and Plaintiff alleges that at least 100 people comprise
26 the proposed class, that the combined claims of the proposed class members exceed
27 \$5,000,000 exclusive of interest and costs, and that at least one member of the
28 proposed class is a citizen of a state different from the defendant.

1 recognized between the secondhand repetition of the contents of a
2 conversation and its *simultaneous dissemination to an unannounced*
3 *second auditor, whether that auditor be a person or mechanical device.*

4 As one commentator has noted, such secret monitoring denies
5 the speaker an important aspect of privacy of communication—the
6 right to control the nature and extent of the firsthand dissemination of
7 his statements.

8 *Ribas v. Clark*, 38 Cal. 3d 355, 360-61 (1985) (emphasis added, internal citations
9 omitted).

10 15. As part of CIPA, the California Legislature enacted § 631(a), which
11 prohibits any person or entity from [i] “intentionally tap[ping], or mak[ing] any
12 unauthorized connection . . . with any telegraph or telephone wire,” [ii] “willfully and
13 without the consent of all parties to the communication . . . read[ing], or attempt[ing]
14 to read, or to learn the contents or meaning of any . . . communication while the same
15 is in transit or passing over any wire, line, or cable, or is being sent from, or received
16 at any place within [California],” or [iii] “us[ing], or attempt[ing] to use . . . any
17 information so obtained.”

18 16. CIPA § 631(a) also penalizes those who “aid[], agree[] with, employ[],
19 or conspire[] with any person” who conducts the aforementioned wiretapping, or those
20 who “permit” the wiretapping.

21 17. As part of the Invasion of Privacy Act, the California Legislature
22 additionally introduced Penal Code § 632(a), which prohibits any person or entity from
23 “intentionally and without the consent of all parties to a confidential communication,
24 us[ing] an electronic amplifying or recording device to eavesdrop upon or record [a]
25 confidential communication.”

26 18. A “confidential communication” for the purposes of CIPA § 632 is “any
27 communication carried on in circumstances as may reasonably indicate that any party
28 to the communication desires it to be confined to the parties thereto.” Cal. Penal Code
§ 632(c).

1 19. Individuals may bring an action against the violator of CIPA §§ 631 and
2 632 for \$5,000 per violation. Cal. Penal Code § 637.2(a)(1).

3 **II. THE GRAMM-LEACH-BLILEY ACT AND CALIFORNIA FINANCIAL**
4 **INFORMATION PRIVACY ACT**

5 20. As Congress and the California Legislature recognized, “nonpublic
6 personal information” is confidential.

7 21. Per 16 C.F.R. § 313.3(n):

8 (1) Nonpublic personal information means:

- 9 (i) Personally identifiable financial information; and
- 10 (ii) Any list, description, or other grouping of consumers (and
11 publicly available information pertaining to them) that is
12 derived using any personally identifiable financial
13 information that is not publicly available.

14 22. Per 16 C.F.R. § 313.3(o):

15 (1) Personally identifiable financial information means any information:

- 16 (i) A consumer provides to [a financial institution] to obtain a
17 financial product or service from [a financial institution];
- 18 (ii) About a consumer resulting from any transaction involving
19 a financial product or service between [a financial
20 institution] and a consumer; or
- 21 (iii) [A financial institution] otherwise obtain[s] about a
22 consumer in connection with providing a financial product
23 or service to that consumer.

24 (2) Examples—(i) Information included. Personally identifiable
25 financial information includes:

- 26 (A) Information a consumer provides to [a financial
27 institution] on an application to obtain a loan, credit card, or
28 other financial product or service;
- (B) Account balance information, payment history, overdraft
history, and credit or debit card purchase information;

- 1 (C) The fact that an individual is or has been one of [a financial
- 2 institution’s] customers or has obtained a financial product
- 3 or service from [a financial institution];
- 4 (D) Any information about [a financial institution’s] consumer
- 5 if it is disclosed in a manner that indicates that the
- 6 individual is or has been [a financial institution’s]
- 7 consumer;
- 8 (E) Any information that a consumer provides to [a financial
- 9 institution] or that [a financial institution]or [its] agent
- 10 otherwise obtain[s] in connection with collecting on, or
- 11 servicing, a credit account; and
- 12 (F) Any information [a financial institution] collect[s] through an
- 13 Internet “cookie” (an information collecting device from a web server).

14 23. Pursuant to 16 C.F.R. § 313.3(k)(1):

15 a financial institution “means any institution the business of which is

16 engaging in an activity that is financial in nature or incidental to such

17 financial activities as described in section 4(k) of the Bank Holding

18 Company Act of 1956, 12 U.S.C. 1843(k). An institution that is

19 significantly engaged in financial activities, or significantly engaged in

20 activities incidental to such financial activities, is a financial

21 institution.”

22 24. Pursuant to 16 C.F.R. § 313.3(k)(1), Edward Jones is a financial

23 institution.

24 25. In passing CalFIPA, the California Legislature “intend[ed] for financial

25 institutions to provide their consumers notice and meaningful choice about how

26 consumers’ nonpublic personal information is shared or sold by their financial

27 institutions[.]” and “inten[ded] . . . to afford persons greater privacy protections than

28 those provided in Public Law 106-102, the federal Gramm-Leach-Bliley Act[.]” Cal.

Fin. Code § 4051(a)-(b).

26 26. Cal. Fin. Code § 4052(a) provides that:

27 “Nonpublic personal information” means personally

28 identifiable financial information (1) provided by a

consumer to a financial institution, (2) resulting from any

1 transaction with the consumer or any service performed for
2 the consumer, or (3) otherwise obtained by the financial
3 institution.

4 27. According to Cal. Fin. Code § 4052(b):

5 “Personally identifiable financial information” means
6 information (1) that a consumer provides to a financial
7 institution to obtain a product or service from the financial
8 institution, (2) about a consumer resulting from any
9 transaction involving a product or service between the
10 financial institution and a consumer, or (3) that the financial
11 institution otherwise obtains about a consumer in connection
12 with providing a product or service to that consumer. Any
13 personally identifiable information is financial if it was
14 obtained by a financial institution in connection with
15 providing a financial product or service to a consumer.
16 Personally identifiable financial information includes all of
17 the following:

- 18 (1) Information a consumer provides to a financial institution
19 on an application to obtain a loan, credit card, or other
20 financial product or service.
- 21 (2) Account balance information, payment history, overdraft
22 history, and credit or debit card purchase information.
- 23 (3) The fact that an individual is or has been a consumer of a
24 financial institution or has obtained a financial product or
25 service from a financial institution.
- 26 (4) Any information about a financial institution’s consumer if
27 it is disclosed in a manner that indicates that the individual
28 is or has been the financial institution’s consumer.
- (5) Any information that a consumer provides to a financial
institution or that a financial institution or its agent otherwise
obtains in connection with collecting on a loan or servicing
a loan.

1 (6) Any personally identifiable financial information collected
2 through an Internet cookie or an information collecting
3 device from a Web server.

4 28. “Except as provided in Sections 4053, 4054.6, and 4056, a financial
5 institution shall not sell, share, transfer, or otherwise disclose nonpublic personal
6 information to or with any nonaffiliated third parties without the explicit prior consent
7 of the consumer to whom the nonpublic personal information relates.” Cal. Fin. Code
8 § 4052.5.

9 29. Thus, Plaintiff’s and Class Members’ “nonpublic personal information”
10 is confidential, under both federal and California law. Nonetheless, such information
11 was intercepted in transit by the LinkedIn Insight Tag as enabled by Defendant—and
12 neither Defendant nor LinkedIn procured Plaintiff’s and Class Members’ consent prior
13 to this interception.

14 30. This pattern of conduct by Defendant flouts the GLBA’s and CalFIPA’s
15 respective purposes of enhancing “financial privacy[.]”¹

16 **III. DEFENDANT DISCLOSES USERS’ PRIVATE INFORMATION TO LINKEDIN**

17 **A. LinkedIn’s Platform and Business Tools**

18 31. LinkedIn markets itself as “the world’s largest professional network on
19 the internet[.]”² But LinkedIn is no longer simply a tool to help users find jobs or
20 expand their professional network. LinkedIn has moved into the marketing and
21 advertising space, and boasts of its ability to allow potential advertisers to “[r]each 1
22 billion+ professionals around the world” via its Marketing Solutions services.³
23 Recently, LinkedIn was projected as being responsible for “roughly 0.9 percent of the

24 ¹ http://www.leginfo.ca.gov/pub/03-04/statute/ch_0201-0250/ch_241_st_2003_sb_1.
25 *See also* https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=200320040SB1.

26 ² LINKEDIN, WHAT IS LINKEDIN AND HOW CAN I USE IT?,
27 <https://www.linkedin.com/help/linkedin/answer/a548441#>.

28 ³ LINKEDIN, MARKETING SOLUTIONS, <https://business.linkedin.com/marketing-solutions>.

1 global ad revenue” which included approximately \$5.91 billion in advertising revenue
2 in 2022.⁴

3 32. According to LinkedIn, “[t]argeting is a foundational element of running
4 a successful advertising campaign — [g]etting your targeting right leads to higher
5 engagement, and ultimately, higher conversion rates.”⁵ Targeting refers to ensuring
6 that advertisements are targeted to, and appear in front of, the target demographic for
7 an advertisement. To that end, LinkedIn’s Marketing Solutions services allow
8 potential advertisers to “[b]uild strategic campaigns” targeting specific users.⁶
9 LinkedIn’s “marketing solutions allow advertisers to select specific characteristics to
10 help them reach their ideal audience. The ads [users] see on LinkedIn are then targeted
11 to provide content relevant to [the users].”⁷

12 33. As a result of its activities and operation of the LinkedIn Insight Tag,
13 LinkedIn is able to make extremely personal inferences about individuals’
14 demographics, intent, behavior, engagement, interests, buying decisions, and more.⁸

15 34. The personal information and communications obtained by LinkedIn are
16 used to fuel various services offered via LinkedIn’s Marketing Solutions including Ad
17 Targeting, Matched Audiences, Audience Expansion, and LinkedIn Audience
18 Network.⁹

19
20
21 ⁴ Valentina Dencheva, *LinkedIn annual ad revenue 2017-2027*, STATISTA (Dec. 12,
2023), <https://www.statista.com/statistics/275933/linkedin-advertising-revenue>.

22 ⁵ LINKEDIN, REACH YOUR AUDIENCE: TARGETING ON LINKEDIN, p.3,
23 [https://business.linkedin.com/content/dam/me/business/en-us/marketing-
solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf](https://business.linkedin.com/content/dam/me/business/en-us/marketing-solutions/resources/pdfs/linkedin-targeting-playbook-v3.pdf).

24 ⁶ LINKEDIN, *supra* note 33.

25 ⁷ LINKEDIN, LINKEDIN ADS AND MARKETING SOLUTIONS,
<https://www.linkedin.com/help/lms/answer/a421454>.

26 ⁸ See LINKEDIN, MARKETING SOLUTIONS, [https://business.linkedin.com/marketing-
solutions/audience](https://business.linkedin.com/marketing-solutions/audience) (“Target audiences through demographic marketing[,]” “Zero in
27 on intent, behavior, engagement, interests, and more[,]” and “Reach the LinkedIn
audience involved in the buying decision”).

28 ⁹ See *id.*

1 35. Such information is extremely valuable to marketers and advertisers
2 because the inferences derived from users’ personal information and communications
3 allow marketers and advertisers, including providers of financial products and
4 services, to target potential customers.¹⁰

5 36. For example, through the use of LinkedIn’s Audience Network,
6 marketers and advertisers are able to expand their reach and advertise on sites other
7 than LinkedIn to “reach millions of professionals across multiple touchpoints.”¹¹
8 According to Broc Munro of Microsoft, “[w]e gravitate towards social platforms like
9 LinkedIn to achieve more targeted marketing engagement. However, we know that
10 our audiences don’t spend all their time on social media. LinkedIn Audience Network
11 enables us to expand our reach to trusted sites while still respecting our audience
12 targeting. This increases the impact of our advertising.”¹²

13 37. In July 2022, “LinkedIn Marketing Solutions surpassed \$5 billion in
14 annual revenue[.]”¹³ That figure is “expected to further grow to reach 10.35 billion
15 U.S. dollars by 2027.”¹⁴

16 38. According to LinkedIn, the LinkedIn Insight Tag, also called the Insight
17 Tag is “[a] simple code snippet added to [a] website [that] can help you optimize your
18

19 ¹⁰ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy> (“We
20 serve you tailored ads both on and off our Services. We offer you choices regarding
21 personalized ads, but you cannot opt-out of seeing other ads.”); LINKEDIN, ACCOUNT
22 TARGETING, <https://business.linkedin.com/marketing-solutions/ad-targeting> (“Target
23 your ideal customer based on traits like their job title, company name or industry,
24 and by professional or personal interests”).

25 ¹¹ LINKEDIN, ACCOUNT TARGETING, [https://business.linkedin.com/marketing-
26 solutions/ad-targeting](https://business.linkedin.com/marketing-solutions/ad-targeting).

27 ¹² LINKEDIN, LINKEDIN AUDIENCE NETWORK,
28 [https://business.linkedin.com/marketing-solutions/native-advertising/linkedin-
audience-network](https://business.linkedin.com/marketing-solutions/native-advertising/linkedin-audience-network).

¹³ *LinkedIn Business Highlights from Microsoft’s FY22 Q4 Earnings*, LINKEDIN
PRESSROOM (July 25, 2022), [https://news.linkedin.com/2022/july/linkedin-business-
highlights-from-microsoft-s-fy22-q4earnings#:~:text=And%20LinkedIn%
20Marketing%20Solutions%20surpassed,revenue%20for%20the%20first%20time.](https://news.linkedin.com/2022/july/linkedin-business-highlights-from-microsoft-s-fy22-q4earnings#:~:text=And%20LinkedIn%20Marketing%20Solutions%20surpassed,revenue%20for%20the%20first%20time.)

¹⁴ Dencheva, *supra* note 34.

1 campaigns, retarget your website visitors, and learn more about your audiences.”¹⁵
2 LinkedIn represents that the LinkedIn Insight Tag “enable[s] in-depth campaign
3 reporting and unlock[s] valuable insights about your website visitors.”¹⁶

4 39. LinkedIn’s current iteration of its Insight Tag is a JavaScript-based code
5 which allows for the installation of its software.¹⁷ A critical feature allows the
6 LinkedIn Insight Tag to track users, even when third-party cookies are blocked.¹⁸
7 LinkedIn “recommend[s] using the JavaScript-based Insight Tag or Conversions API”
8 because third-party cookie settings are being deprecated across the industry.¹⁹
9 Embedding the JavaScript as a first-party cookie causes users’ browsers to treat the
10 LinkedIn Insight Tag as though it is offered by the website being visited, rather than
11 by LinkedIn. Doing so ensures that the third-party cookie-blocking functions of
12 modern web browsers do not prevent LinkedIn from collecting data through its Pixel.²⁰
13 Instead, the LinkedIn Pixel is shielded with the same privacy exemptions offered to
14 first-party cookies.

15 40. When a user who has signed in to LinkedIn (even if the user subsequently
16 logs out) is browsing a website where the LinkedIn Insight Tag has been embedded,
17 an HTTP request is sent using cookies, which includes information about the user’s
18 actions on the website.

19 41. These cookies also include data that differentiate users from one another
20 and can be used to link the data collected to the user’s LinkedIn profile.

21
22 ¹⁵ LINKEDIN, INSIGHT TAG, <https://business.linkedin.com/marketing-solutions/insight-tag>.

23 ¹⁶ LINKEDIN, LINKEDIN INSIGHT TAG FAQs,
24 <https://www.linkedin.com/help/lms/answer/a427660>.

25 ¹⁷ LINKEDIN, *supra* note 45.

26 ¹⁸ *Id.* (“It’s important for advertisers to prepare for these changes by switching to
27 JavaScript tags and enabling ‘enhanced conversion tracking’ in the Insight Tag
28 settings to continue capturing signals where 3rd party cookies are blocked.”).

¹⁹ *See id.*

²⁰ *See id.*

1 42. The HTTP request about an individual who has previously signed into
2 LinkedIn includes requests from the “li_sugr” and “lms_ads” cookies. Each of these
3 cookies are used by LinkedIn “to identify LinkedIn Members off LinkedIn” for
4 advertising purposes.²¹

5 43. For example, the “li_sugr” cookie is “[u]sed to make a probabilistic
6 match of a user’s identity.”²² Similarly, the “lms_ads” cookie is “[u]sed to identify
7 LinkedIn Members off LinkedIn for advertising.”²³

8 44. A LinkedIn profile contains information including an individual’s first
9 and last name, place of work, contact information, and other personal details. Based
10 on information it obtains through the LinkedIn Insight Tag, LinkedIn targets its
11 account holders for advertising.

12 45. LinkedIn never receives consent from users to intercept and collect
13 electronic communications containing their sensitive and unlawfully-disclosed
14 information. In fact, LinkedIn expressly warrants the opposite.

15 46. When first signing up, a user agrees to the User Agreement.²⁴ By using
16 or continuing to use LinkedIn’s Services, users agree to two additional agreements:
17 the Privacy Policy²⁵ and the Cookie Policy.²⁶ For California residents, LinkedIn also
18 publishes a California Privacy Disclosure.²⁷

19 47. LinkedIn’s Privacy Policy begins by stating that “LinkedIn’s mission is
20 to connect the world’s professionals Central to this mission is our commitment to
21

22 _____
23 ²¹ LINKEDIN, LINKEDIN COOKIE TABLE, <https://www.linkedin.com/legal/l/cookie-table>.

24 ²² *See id.*

25 ²³ *See id.*

26 ²⁴ LINKEDIN, USER AGREEMENT, <https://www.linkedin.com/legal/user-agreement>.

27 ²⁵ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

28 ²⁶ LINKEDIN, COOKIE POLICY, <https://www.linkedin.com/legal/cookie-policy>.

²⁷ LINKEDIN, CALIFORNIA PRIVACY DISCLOSURE,
<https://www.linkedin.com/legal/california-privacy-disclosure>.

1 be transparent about the data we collect about you, how it is used and with whom it is
2 shared.”²⁸

3 48. The Privacy Policy goes on to describe what data LinkedIn collects from
4 various sources, including cookies and similar technologies.²⁹ LinkedIn states “we
5 use cookies and similar technologies (e.g., pixels and ad tags) to collect data (e.g.,
6 device IDs) to recognize you and your device(s) on, off and across different services
7 and devices where you have engaged with our Services. We also allow some others to
8 use cookies as described in our Cookie Policy.”³⁰

9 49. However, LinkedIn offers an express representation: “**We will only**
10 **collect and process personal data about you where we have lawful bases.**”³¹

11 50. Despite this explicit representation, Defendant unlawfully disclosed
12 sensitive and protected information to LinkedIn in violation of state and federal
13 privacy laws.

14 51. Users never choose to provide sensitive information to LinkedIn because,
15 among other reasons, they never know whether a particular website uses the LinkedIn
16 Insight Tag, and, if so, what sensitive personal data it collects or receives.

17 **B. How Defendant Disclosed Plaintiff’s and Class Members’**
18 **Protected Personally Identifiable Information and Financial**
19 **Information Through The LinkedIn Insight Tag**

20 52. Edward Jones owns and operates the Website, where it encourages
21 visitors to match with a financial advisor.

22 53. At all relevant times, Defendant’s Website utilized the LinkedIn Insight
23 Tag.

24 54. Through the LinkedIn Insight Tag, Defendant disclosed their applicants’
25 identities and online activity, including information related to consumers’ financial

26 ²⁸ LINKEDIN, PRIVACY POLICY, <https://www.linkedin.com/legal/privacy-policy>.

27 ²⁹ *Id.*

28 ³⁰ *Id.*

³¹ *Id.* (emphasis added).

1 condition and investments, with one of the world's largest technology companies for
2 targeted advertising purposes.

3 55. When a user visits the website and asks to be matched with a financial
4 advisor, they are prompted to "Take the Quiz" to be matched. When the user clicks
5 the "Take the quiz" button, their response is contemporaneously sent to LinkedIn
6 through the LinkedIn Insight Tag.

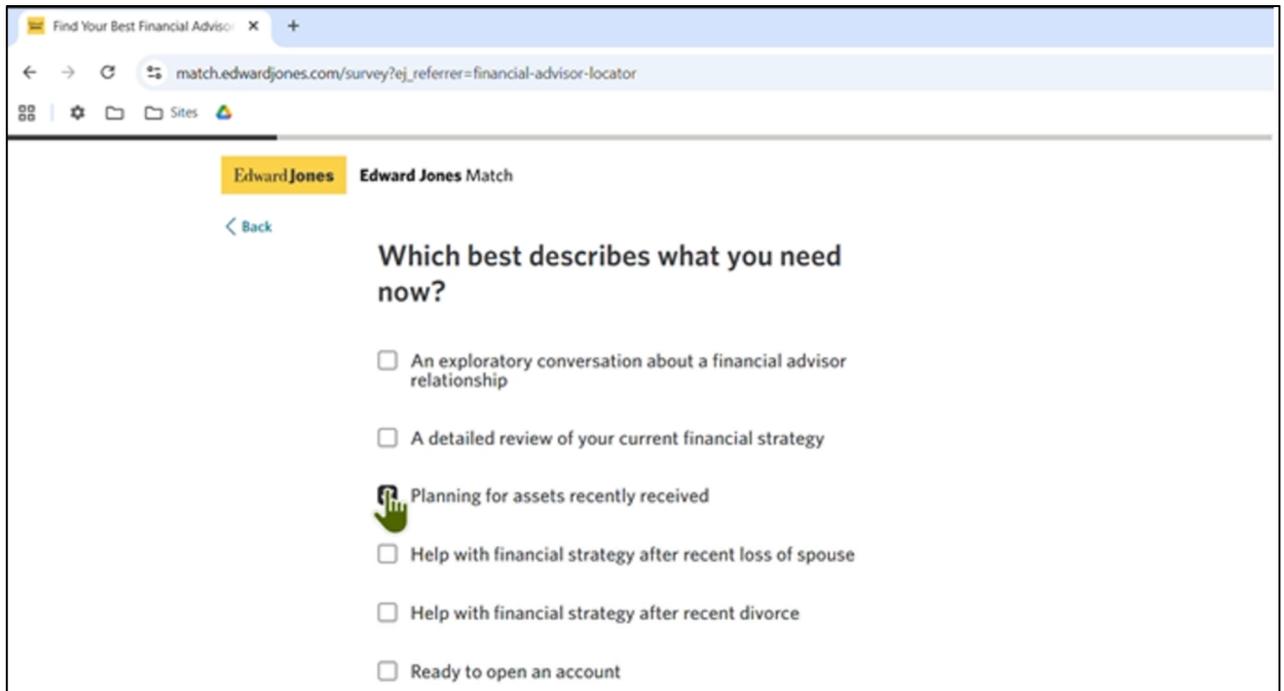
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7 "scriptVersion": 269,  
8 "time": 1759179463707,  
9 "domain": "match.edwardjones.com",  
10 "url": "https://match.edwardjones.com/?ej_referrer=financial-advisor-locator",  
11 "pageTitle": "Find Your Best Financial Advisor Matches | Edward Jones",  
12 "websiteSignalRequestId": "453d9eb7-f663-28e1-c698-6a26d68a434a",  
13 "isTranslated": false,  
14 "liFatId": "",  
15 "liGiant": "",  
16 "misc": {  
17   "psbState": -4  
18 },  
19 "isLinkedInApp": false,  
20 "hem": null,  
21 "signalType": "CLICK",  
22 "href": "/survey?ej_referrer=financial-advisor-locator",  
23 "domAttributes": {  
24   "elementSemanticType": null,  
25   "elementValue": null,  
26   "elementType": null,  
27   "tagName": "A",  
28   "backgroundImageSrc": null,  
   "imageSrc": null,  
   "imageAlt": null,  
   "innerText": "Take the quiz",
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1 56. The user is then prompted to answer a series of questions to be matched
2 with a financial advisor. The user is first asked if they currently work with a financial
3 advisor. The user's response is contemporaneously sent to LinkedIn through the
4 LinkedIn Insight Tag.



```
"isLinkedInApp": false,  
"hem": null,  
"signalType": "CLICK",  
"href": "",  
"domAttributes": {  
  "elementSemanticType": null,  
  "elementValue": null,  
  "elementType": null,  
  "tagName": "LABEL",  
  "backgroundImageSrc": null,  
  "imageSrc": null,  
  "imageAlt": null,  
  "innerText": "No",
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1 57. The user is next asked what they need from a financial advisor. The user's
2 response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

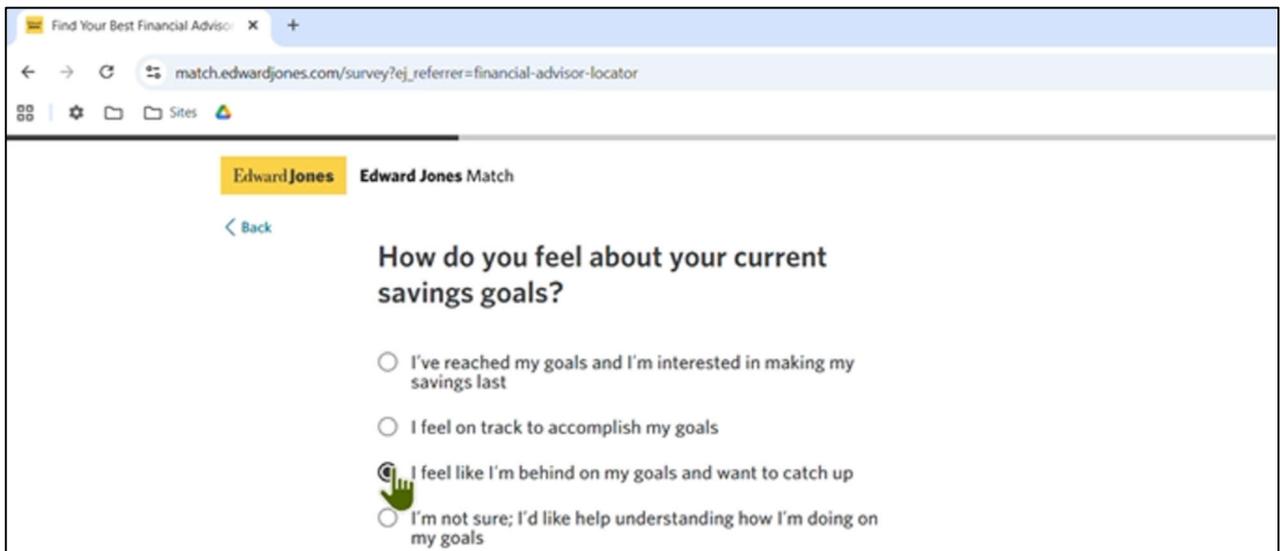


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1  "isLinkedInApp": false,
2  "hem": null,
3  "signalType": "CLICK",
4  "href": "",
5  "domAttributes": {
6    "elementSemanticType": null,
7    "elementValue": null,
8    "elementType": null,
9    "tagName": "LABEL",
10   "backgroundImageSrc": null,
11   "imageSrc": null,
12   "imageAlt": null,
13   "innerText": "Planning for assets recently received",
14   "elementTitle": null,
15   "cursor": "pointer"

```

58. The user is next asked how they feel about their current savings goals. The user's response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

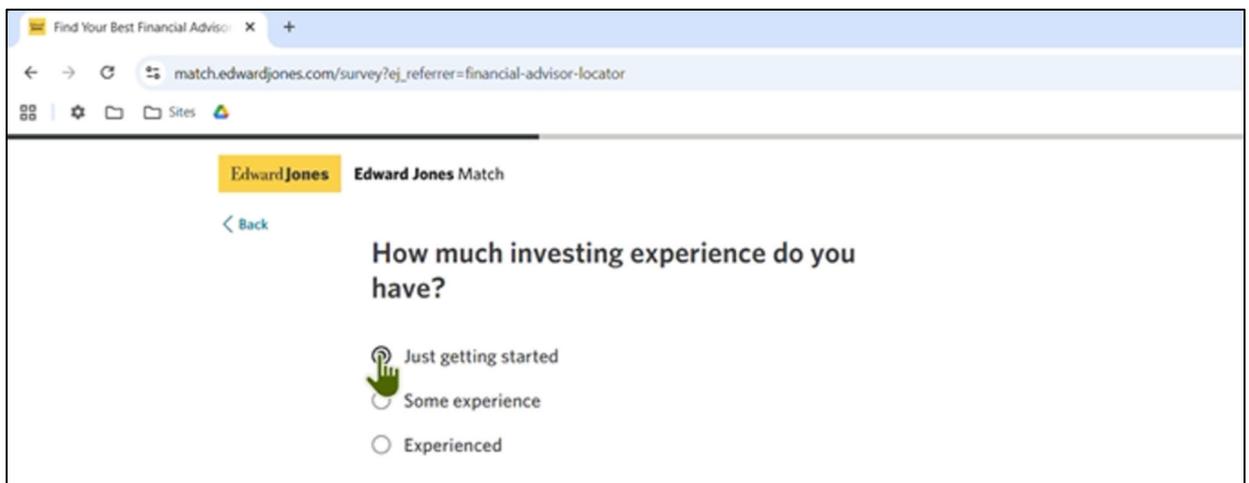


```

1  "isLinkedInApp": false,
2  "hem": null,
3  "signalType": "CLICK",
4  "href": "",
5  "domAttributes": {
6    "elementSemanticType": null,
7    "elementValue": null,
8    "elementType": null,
9    "tagName": "LABEL",
10   "backgroundImageSrc": null,
11   "imageSrc": null,
12   "imageAlt": null,
13   "innerText": "I feel like I\u2019m behind on my goals and want to catch up",
14   "elementTitle": null,
15   "cursor": "pointer"
16 }

```

59. The user is next asked about their amount of investment experience. The user's response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.



```

21 "isLinkedInApp": false,
22 "hem": null,
23 "signalType": "CLICK",
24 "href": "",
25 "domAttributes": {
26   "elementSemanticType": null,
27   "elementValue": null,
28   "elementType": null,
29   "tagName": "LABEL",
30   "backgroundImageSrc": null,
31   "imageSrc": null,
32   "imageAlt": null,
33   "innerText": "Just getting started",
34   "elementTitle": null,
35   "cursor": "pointer"

```

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2 60. The user is next asked how they would describe their finances. The user's
3 response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.



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```

"isLinkedInApp": false,
"hem": null,
"signalType": "CLICK",
"href": "",
"domAttributes": {
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  "elementValue": null,
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  "backgroundImageSrc": null,
  "imageSrc": null,
  "imageAlt": null,
  "innerText": "Complex",
  "elementTitle": null,
  "cursor": "pointer"
}

```

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26 61. The user is next asked their age. The user's response is
27 contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

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Find Your Best Financial Advisor x +
match.edwardjones.com/survey?ej_referrer=financial-advisor-locator

Edward Jones Edward Jones Match
< Back

How old are you?

30 and under
 31 - 44
 45 - 59
 60 - 74
 75 and over

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"isLinkedInApp": false,
"hem": null,
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"href": "",
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  "backgroundImageSrc": null,
  "imageSrc": null,
  "imageAlt": null,
  "innerText": "60 - 74",
  "elementTitle": null,
  "cursor": "pointer"

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62. The user is next asked when they plan to retire. The user's response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

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Find Your Best Financial Advisor x +

match.edwardjones.com/survey?ej_referrer=financial-advisor-locator

Edward Jones Edward Jones Match

< Back

When do you see yourself retiring?

- Already retired
- Retirement is just around the corner for me
- As soon as possible, I'm trying to retire early
- Not anytime soon, but I would like to retire early
- Retirement is a ways out for me
- I'm just starting to think about or haven't thought too much about when exactly I'll retire

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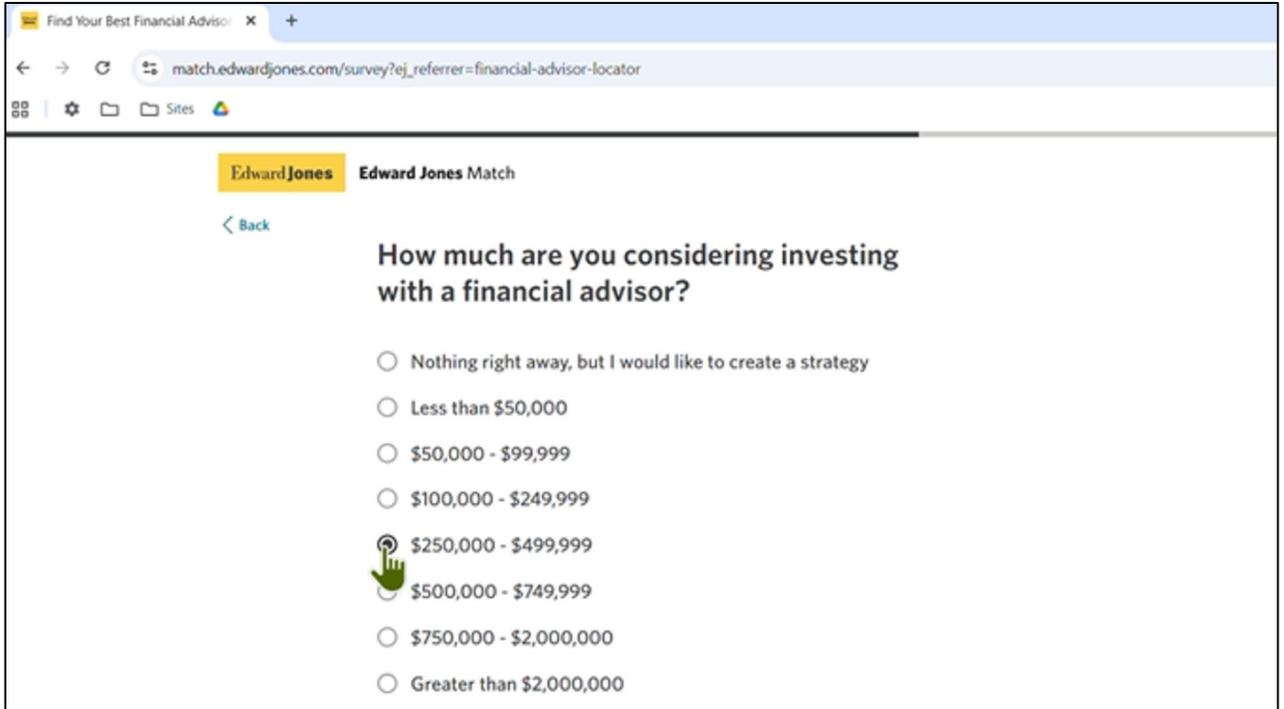
```

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"domAttributes": {
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  "elementType": null,
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  "imageSrc": null,
  "imageAlt": null,
  "innerText": "Retirement is just around the corner for me",
  "elementTitle": null,
  "cursor": "pointer"
}

```

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63. The user is next asked how much money they are considering investing. The user's response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.



```
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"href": "",  
"domAttributes": {  
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  "elementValue": null,  
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  "imageSrc": null,  
  "imageAlt": null,  
  "innerText": "$250,000 - $499,999",  
  "elementTitle": null,  
  "cursor": "pointer"
```

1 64. The user is next asked how they generate income. The user's response is
2 contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

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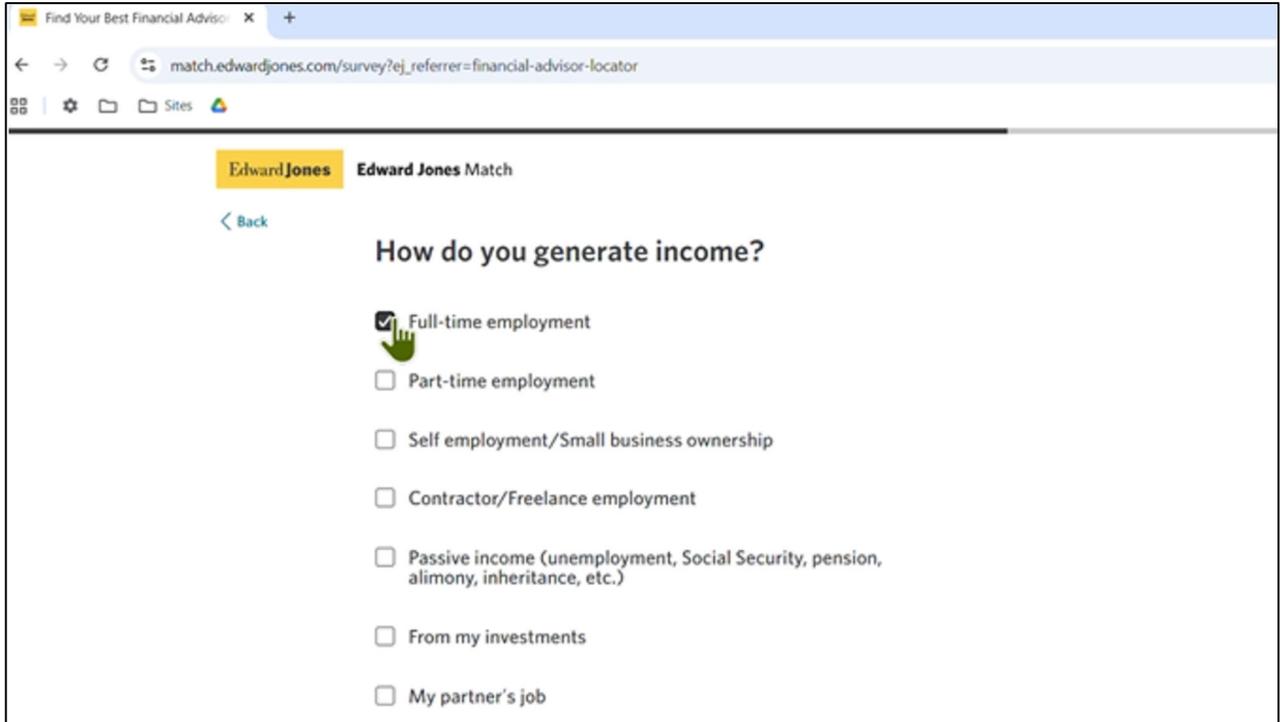
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The screenshot shows a web browser window with the URL `match.edwardjones.com/survey?ej_referrer=financial-advisor-locator`. The page header includes the Edward Jones logo and the text "Edward Jones Match". Below the header is a "Back" button. The main heading is "How do you generate income?". There are seven radio button options: "Full-time employment" (checked), "Part-time employment", "Self employment/Small business ownership", "Contractor/Freelance employment", "Passive income (unemployment, Social Security, pension, alimony, inheritance, etc.)", "From my investments", and "My partner's job". A green hand cursor is positioned over the "Full-time employment" option.

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```
"isLinkedInApp": false,  
"hem": null,  
"signalType": "CLICK",  
"href": "",  
"domAttributes": {  
  "elementSemanticType": null,  
  "elementValue": null,  
  "elementType": null,  
  "tagName": "LABEL",  
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  "imageSrc": null,  
  "imageAlt": null,  
  "innerText": "Full-time employment",  
  "elementTitle": null,  
  "cursor": "pointer"
```

1 65. The user is next asked the amount of their household income. The user's
2 response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.

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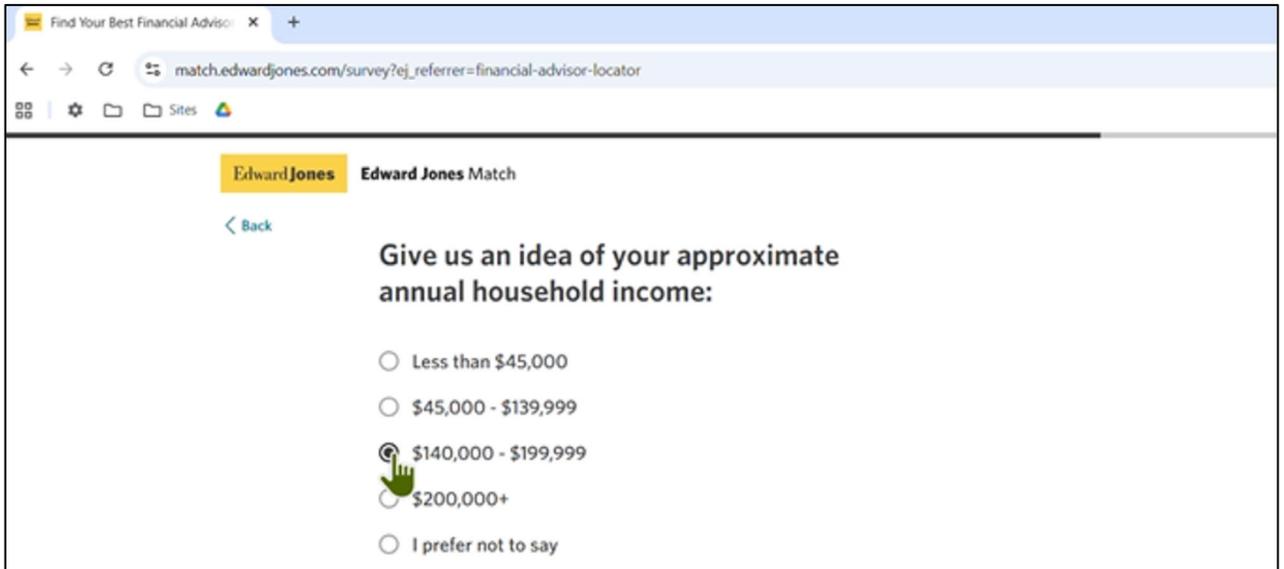
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The screenshot shows a web browser window with the URL `match.edwardjones.com/survey?ej_referrer=financial-advisor-locator`. The page header includes the Edward Jones logo and the text "Edward Jones Match". Below the header is a "Back" button and the question "Give us an idea of your approximate annual household income:". There are five radio button options: "Less than \$45,000", "\$45,000 - \$139,999", "\$140,000 - \$199,999", "\$200,000+", and "I prefer not to say". The third option, "\$140,000 - \$199,999", is selected and has a green hand cursor icon over it.

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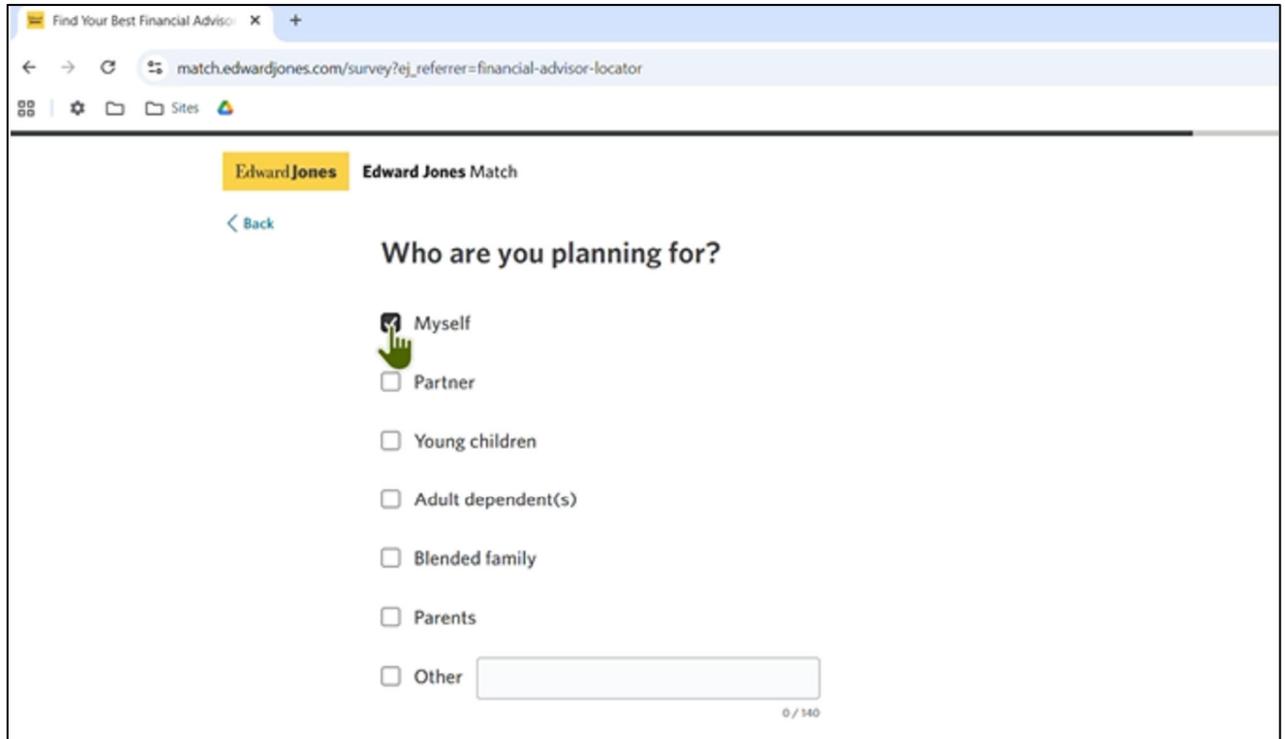
24

25

26

```
"isLinkedInApp": false,  
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"signalType": "CLICK",  
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  "imageAlt": null,  
  "innerText": "$140,000 - $199,999",  
  "elementTitle": null,  
  "cursor": "pointer"
```

1 66. Next, the user is asked who they invested money is for. The user's
2 response is contemporaneously sent to LinkedIn through the LinkedIn Insight Tag.



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```
"isLinkedInApp": false,  
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  "elementValue": null,  
  "elementType": null,  
  "tagName": "LABEL",  
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  "imageSrc": null,  
  "imageAlt": null,  
  "innerText": "Myself",  
  "elementTitle": null,  
  "cursor": "pointer"
```

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1 67. Finally, the user is asked for special considerations when being matched.
 2 Possible answers to this question include protected characteristics like LGBTQ+
 3 identification and veteran status. The user's response is contemporaneously sent to
 4 LinkedIn through the LinkedIn Insight Tag.

5

6 **Would you like any of the following to be**
 7 **considered when being matched?**

8 Charitable intent

9 Frequent salary fluctuations in your line of work

10 LGBTQ+ financial considerations

11 Military or veteran

12 Sustainable investing

13 None of these apply

14 

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See My Matches

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```
20           "signalType": "CLICK",
21           "href": "",
22           "domAttributes": {
23             "elementSemanticType": null,
24             "elementValue": null,
25             "elementType": null,
26             "tagName": "LABEL",
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28             "imageSrc": null,
29             "imageAlt": null,
30             "innerText": "Sustainable investing",
31             "elementTitle": null,
32             "cursor": "pointer"
```

1 68. The information disclosed by Defendant allows LinkedIn to know the
2 identities of specific individuals as well as their private financial information. This
3 allows these companies, including Defendant, to profit from this information for
4 targeted advertising purposes.

5 69. When users share their personal information to be matched with a
6 financial advisor, they expect this information to be kept confidential. Moreover,
7 when consumers seek a specific service from financial websites, they also expect the
8 highly sensitive information they provide on their applications to be kept confidential.

9 70. Through the above-listed LinkedIn tracking services, which Defendant
10 used via the software code installed, integrated and embedded into the Website,
11 Edward Jones disclosed its customers' legally protected information.

12 71. Defendant engages in this deceptive conduct for its own profit at the
13 expense of its customers' privacy. Such disclosures are an invasion of privacy, lead
14 to harassing targeted advertising, and violate federal and state law.

15 **CLASS ALLEGATIONS**

16 72. Plaintiff brings this action pursuant to Federal Rule of Civil Procedure 23
17 individually and on behalf of the following Classes:

18 **Nationwide Class:** All natural persons in the United States who, during the
19 class period, maintained a LinkedIn account and entered information into the
20 Website.

21 **California Subclass:** All natural persons in the State of California who, during
22 the class period, maintained a LinkedIn account and entered information into
23 the Website.

24 73. Plaintiff reserves the right to modify the Class definitions, including by
25 using subclasses, as appropriate based on further investigation and discovery obtained
26 in the case.

27 74. The following people are excluded from the Classes: (1) any Judge
28 presiding over this action and members of their family; (2) Defendant, Defendant's

1 subsidiaries, parents, successors, predecessors, and any entity in which Defendant or
2 its parents have a controlling interest (including current and former employees,
3 officers, or directors); (3) persons who properly execute and file a timely request for
4 exclusion from the Classes; (4) persons whose claims in this matter have been finally
5 adjudicated on the merits or otherwise released; (5) Plaintiff's counsel and
6 Defendant's counsel; and (6) the legal representatives, successors, and assigns of any
7 such excluded persons.

8 **75. Numerosity:** The number of persons within the Classes is substantial and
9 believed to amount to thousands of persons. It is, therefore, impractical to join each
10 member of the Classes as a named plaintiff. Further, the size and relatively modest
11 value of the claims of the individual members of the Classes render joinder
12 impractical. Accordingly, utilization of the class action mechanism is the most
13 economically feasible means of determining and adjudicating the merits of this
14 litigation. Moreover, the Classes are ascertainable and identifiable from Defendant's
15 and LinkedIn's records.

16 **76. Commonality and Predominance:** There are well-defined common
17 questions of fact and law that exist as to all members of the Classes and that
18 predominate over any questions affecting only individual members of the Classes.
19 These common legal and factual questions, which do not vary between members of
20 the Classes, and which may be determined without reference to the individual
21 circumstances of any Class member, include, but are not limited to, the following:
22 whether Defendant violated the ECPA, the CIPA §§ 631 and 632, and whether
23 Plaintiff and the proposed Class members are entitled to damages, reasonable
24 attorneys' fees, pre-judgment interest and costs of this suit.

25 **77. Typicality:** The claims of the named Plaintiff are typical of the claims of
26 the Classes because the named Plaintiff, like all other class members, visited the
27 Website and had his confidential electronic communications intercepted and disclosed
28 to LinkedIn through LinkedIn's Insight Tag.

1 83. The ECPA protects both sending and the receipt of communications.

2 84. 18 U.S.C. § 2520(a) provides a private right of action to any person whose
3 wire or electronic communications are intercepted, disclosed, or intentionally used in
4 violation of Chapter 119.

5 85. The transmission of Plaintiff’s PII and financial information to
6 Defendant’s Website qualifies as a “communication” under the ECPA’s definition of
7 18 U.S.C. § 2510(12).

8 86. The transmission of PII and financial information between Plaintiff and
9 Class Members and Defendant’s Website with which they chose to exchange
10 communications are “transfer[s] of signs, signals, writing,...data, [and] intelligence of
11 [some] nature transmitted in whole or in part by a wire, radio, electromagnetic,
12 photoelectronic, or photooptical system that affects interstate commerce” and are
13 therefore “electronic communications” within the meaning of 18 U.S.C. § 2510(12).

14 87. The ECPA defines “contents,” when used with respect to electronic
15 communications, to “include[] any information concerning the substance, purport, or
16 meaning of that communication.” 18 U.S.C. 18 U.S.C. § 2510(8).

17 88. The ECPA defines an interception as the “acquisition of the contents of
18 any wire, electronic, or oral communication through the use of any electronic,
19 mechanical, or other device.” 18 U.S.C. § 2510(4).

20 89. The ECPA defines “electronic, mechanical, or other device,” as “any
21 device...which can be used to intercept a[n]...electronic communication[.]” 18 U.S.C.
22 § 2510(5).

23 90. The following instruments constitute “devices” within the meaning of the
24 ECPA:

- 25 a. The computer codes and programs Defendant and LinkedIn used
26 to track Plaintiff and Class Members communications while they
27 were navigating the Website;
- 28 b. Plaintiff’s and Class Members’ browsers;

- 1 c. Plaintiff's and Class Members' mobile devices;
- 2 d. Defendant's and LinkedIn's web and ad servers;
- 3 e. The plan the Defendant and LinkedIn carried out to effectuate the
- 4 tracking and interception of Plaintiff's and Class Members'
- 5 communications while they were using a web browser to navigate
- 6 the Website.

7 91. Plaintiff and Class Members' interactions with Defendant's Website are
8 electronic communications under the ECPA.

9 92. By utilizing and embedding the tracking technology provided by
10 LinkedIn on its website, Defendant intentionally intercepted, endeavored to intercept,
11 and/or procured another person to intercept, the electronic communications of Plaintiff
12 and Class Members in violation of 18 U.S.C. § 2511(1)(a).

13 93. Specifically, Defendant intercepted—in real time—Plaintiff's and Class
14 Members' electronic communications via the tracking technology provided by
15 LinkedIn on the Website, which tracked, stored and unlawfully disclosed Plaintiff's
16 and Class Members' PII and financial information to LinkedIn.

17 94. Defendant intercepted communications that include, but are not
18 necessarily limited to, communications to/from Plaintiff and Class Members regarding
19 PII, including their identities and information related to the specific financial product
20 they were applying for, as well as information related to their home address and
21 housing status. This confidential information is then monetized for targeted
22 advertising purposes, among other things.

23 95. By intentionally disclosing or endeavoring to disclose Plaintiff's and
24 Class Members' electronic communications to LinkedIn through the LinkedIn Insight
25 Tag, while knowing or having reason to know that the information was obtained
26 through the interception of an electronic communication in violation of 18 U.S.C. §
27 2511(1)(a), Defendant violated 18 U.S.C. § 2511(1)(c).

1 96. By intentionally using, or endeavoring to use, the contents of Plaintiff's
2 and Class members' electronic communications, while knowing or having reason to
3 know that the information was obtained through the interception of an electronic
4 communication in violation of 18 U.S.C. § 2511(1)(a), Defendant violated 18 U.S.C.
5 § 2511(1)(d).

6 97. Defendant intentionally intercepted the contents of Plaintiff's and Class
7 Members' electronic communications for the purpose of committing a criminal or
8 tortious act in violation of the Constitution or laws of the United States or of any state,
9 namely, the GLBA, CalFIPA, and invasion of privacy, among others.

10 98. The party exception in 18 U.S.C. § 2511(2)(d) does not permit a party
11 that intercepts or causes interception to escape liability if the communication is
12 intercepted for the purpose of committing any tortious or criminal act in violation of
13 the Constitution or laws of the United States or of any State. Here, as alleged above,
14 Defendant violated a provision of the Gramm-Leach-Bliley Act, 16 C.F.R. § 313. This
15 provision imposes a criminal penalty for knowingly disclosing "nonpublic personal
16 information" to a third party. GLBA defines nonpublic personal information as:

17 Any information that is not publicly available and that: a
18 consumer provides a financial institution to obtain a
19 financial product or service from the institution; results from
20 a transaction between the consumer and the institution
21 involving a financial product or service; or a financial
institution otherwise obtains about a consumer in connection
with providing a financial product or service.³²

22 99. Plaintiff's information that Defendant disclosed to LinkedIn qualifies as
23 nonpublic personal information (including information related to their home address
24 and housing status), and Defendant violated Plaintiff's and Class Members'
25 expectations of privacy. Such conduct constitutes tortious and/or criminal conduct
26 through a violation of 16 C.F.R. § 313. Defendant specifically used the tracking
27

28 ³² 16 C.F.R. § 313

1 technology provided by LinkedIn to track and utilize Plaintiff’s and Class Members’
2 PII for financial gain.

3 100. Defendant was not acting under the color of law to intercept Plaintiff’s
4 and Class Members’ wire or electronic communications.

5 101. Plaintiff and Class Members did not authorize Defendant to acquire the
6 content of their communications for purposes of invading Plaintiff’s and Class
7 Members’ privacy. Plaintiff and Class Members, all of whom are users of the Website,
8 had a reasonable expectation that Defendant would not redirect their communications
9 to LinkedIn without their knowledge or consent.

10 102. The foregoing acts and omission therefore constitute numerous violations
11 of 18 U.S.C. § 2511(1), *et seq.*

12 103. As a result of each and every violation thereof, on behalf of himself and
13 the Class, Plaintiff seeks statutory damages of \$10,000 or \$100 per day for each
14 violation of 18 U.S.C. § 2511, *et seq.* under 18 U.S.C. § 2520.

15 **COUNT II**
16 **Violation Of The California Invasion Of Privacy Act,**
17 **Cal. Penal Code § 631(a)**

18 104. Plaintiff repeats the allegations contained in the foregoing paragraphs as
19 if fully set forth herein.

20 105. Plaintiff brings this claim against Defendant individually and on behalf
21 of the members of the California Subclass.

22 106. CIPA § 631(a) imposes liability for “distinct and mutually independent
23 patterns of conduct.” *Tavernetti v. Superior Ct.*, 22 Cal. 3d 187, 192-93 (1978). Thus,
24 to establish liability under CIPA § 631(a), a plaintiff need only establish that the
25 defendant, “by means of any machine, instrument, contrivance, or in any other
26 manner,” does any of the following:

27 Intentionally taps, or makes any unauthorized
28 connection, whether physically, electrically,
acoustically, inductively or otherwise, with any telegraph
or telephone wire, line, cable, or instrument, including

1 the wire, line, cable, or instrument of any internal
2 telephonic communication system,

3 *Or*

4 Willfully and without the consent of all parties to the
5 communication, or in any unauthorized manner, reads or
6 attempts to read or learn the contents or meaning of any
7 message, report, or communication while the same is in
8 transit or passing over any wire, line or cable or is being
sent from or received at any place within this state,

9 *Or*

10 Uses, or attempts to use, in any manner, or for any
11 purpose, or to communicate in any way, any information
12 so obtained,

13 *Or*

14 Aids, agrees with, employs, or conspires with any person or
15 persons to unlawfully do, or permit, or cause to be done any
16 of the acts or things mentioned above in this section

17 107. CIPA § 631(a) is not limited to phone lines, but also applies to “new
18 technologies” such as computers, the Internet, and email. *See Matera v. Google Inc.*,
19 2016 WL 8200619, at *21 (N.D. Cal. Aug. 12, 2016) (CIPA applies to “new
20 technologies” and must be construed broadly to effectuate its remedial purpose of
21 protecting privacy); *see also Javier v. Assurance IQ, LLC*, 2022 WL 1744107, at *1
22 (9th Cir. May 31, 2022) (“Though written in terms of wiretapping, Section 631(a)
23 applies to Internet communications.”).

24 108. The LinkedIn Insight Tag is a “machine, instrument, contrivance, or ...
25 other manner” used to engage in the prohibited conduct at issue here.

26 109. LinkedIn is a “separate legal entity that offers [a] ‘software-as-a-service’
27 and not merely a passive device.” *Saleh v. Nike, Inc.*, 562 F. Supp. 3d 503, 520 (C.D.
28 Cal. 2021). Further, LinkedIn has the capability to use and does use the wiretapped

1 information for their own purposes. Accordingly, LinkedIn is a third party to any
2 communication between Plaintiff and California Subclass Members, on the one hand,
3 and Defendant, on the other. *Id.* at 521; *see also Javier v. Assurance IQ, LLC*, 649 F.
4 Supp. 3d 891, 900 (N.D. Cal. 2023).

5 110. At all relevant times, LinkedIn willfully and without the consent of all
6 parties to the communication, or in any unauthorized manner, read, attempted to read,
7 and/or learned the contents or meaning of electronic communications of Plaintiff and
8 members of the California Subclass, on the one hand, and Defendant, on the other,
9 while the electronic communications were in transit or were being sent from or
10 received at any place within California.

11 111. At all relevant times, LinkedIn used or attempted to use the
12 communications intercepted to, *inter alia*, monitor and improve their products and
13 services.

14 112. At all relevant times, Defendant aided, agreed with, employed, permitted,
15 or otherwise enabled LinkedIn to wiretap Plaintiff and members of the California
16 Subclass through the LinkedIn Insight Tag and to accomplish the wrongful conduct at
17 issue here.

18 113. Plaintiff and members of the California Subclass did not provide their
19 prior consent LinkedIn's intentional access, interception, reading, learning, recording,
20 collection, and usage of Plaintiff's and California Subclass members' electronic
21 communications. Nor did Plaintiff and California Subclass members provide their
22 prior consent to Defendant aiding, agreeing with, employing, permitting, or otherwise
23 enabling LinkedIn's conduct.

24 114. The wiretapping of Plaintiff and California Subclass members occurred
25 in California, where Plaintiff and California Subclass members accessed the Website
26 and where the LinkedIn Insight Tag—as enabled by Defendant—routed Plaintiff's and
27 California Subclass members' electronic communications to their servers.

1 115. Pursuant to Cal. Penal Code § 637.2, Plaintiff and California Subclass
2 members have been injured by Defendant’s violations of CIPA § 631(a), and each
3 seeks statutory damages of \$5,000 for each of Defendant’s violations of CIPA §
4 631(a).

5 **COUNT III**
6 **Violation Of The California Invasion Of Privacy Act,**
7 **Cal. Penal Code § 632**

8 116. Plaintiff repeats the allegations contained in the foregoing paragraphs as
9 if fully set forth herein.

10 117. Plaintiff brings this claim against Defendant individually and on behalf
11 of the members of the California Subclass.

12 118. Cal. Penal Code § 632 prohibits “intentionally and without the consent of
13 all parties to a confidential communication,” the “use[] [of] an electronic amplifying
14 or recording device to eavesdrop upon or record the confidential communication.”

15 119. Section 632 defines “confidential communication” as “any
16 communication carried on in circumstances as may reasonably indicate that any party
17 to the communication desires it to be confined to the parties thereto[.]”

18 120. Plaintiff’s and Class members’ communications to Defendant, including
19 their sensitive personal and financial information, were confidential communications
20 for purposes of § 632, because Plaintiff and Class Members had an objectively
21 reasonable expectation of privacy in this data.

22 121. Plaintiff and Class Members expected their communications to be
23 confined to Defendant in part, due to the protected nature of the information at issue.
24 Plaintiff and Class Members did not expect LinkedIn secretly eavesdrop upon or
25 record this confidential information and their communications.

26 122. LinkedIn’s tracking technology, i.e., the LinkedIn Insight Tag, are all
27 electronic amplifying or recording devices for purposes of § 632.

28 123. By contemporaneously intercepting and recording Plaintiff’s and Class
Members’ confidential communications to Defendant through this technology,

1 LinkedIn eavesdropped and/or recorded confidential communications through an
2 electronic amplifying or recording device in violation of § 632 of CIPA.

3 124. At no time did Plaintiff or Class Members consent to LinkedIn's conduct,
4 nor could they reasonably expect that their communications would be overheard or
5 recorded by LinkedIn.

6 125. LinkedIn utilized Plaintiff's and Class Members' sensitive personal and
7 financial information for its own purposes, including for targeted advertising.

8 126. Plaintiff and Class Members seek statutory damages in accordance with
9 § 637.2(a) which provides for the greater of: (1) \$5,000 per violation; or (2) three times
10 the amount of damages sustained by Plaintiff and the Classes in an amount to be
11 proven at trial, as well as injunctive or other equitable relief.

12 127. Plaintiff and Class Members have also suffered irreparable injury from
13 these unauthorized acts. Plaintiff's and Class Members' sensitive data has been
14 collected, viewed, accessed, stored, by LinkedIn, have not been destroyed, and due to
15 the continuing threat of such injury, have no adequate remedy at law. Plaintiff and
16 Class Members are accordingly entitled to injunctive relief.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff seeks a judgment against Defendant, individually and
19 on behalf of all others similarly situated, as follows:

- 20 (a) For an order certifying the Class under Rule 23 of
21 the Federal Rules of Civil Procedure, naming
22 Plaintiff as representative of the Class, and naming
23 Plaintiff's attorneys as Class Counsel to represent
24 the Class;
- 25 (b) For an order declaring that Defendant's conduct
26 violates the statutes referenced herein;
- 27 (c) For an order finding in favor of Plaintiff and the
28 Class on all counts asserted herein;
- (d) An award of statutory damages to the extent
available;

- (e) For punitive damages, as warranted, in an amount to be determined at trial;
- (f) For prejudgment interest on all amounts awarded;
- (g) For injunctive relief as pleaded or as the Court may deem proper; and
- (h) For an order awarding Plaintiff and the Class their reasonable attorneys' fees and expenses and costs of suit.

JURY TRIAL DEMANDED

Pursuant to Fed. R. Civ. P. 38(b)(1), Plaintiff demands a trial by jury of all issues so triable.

Dated: February 18, 2026

Respectfully submitted,

BURSOR & FISHER, P.A.

By: /s/ Joshua R. Wilner
Joshua R. Wilner

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