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

Case No:

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FEDERAL
SECURITIES LAWS**

JURY TRIAL DEMANDED

Plaintiff,

v.

LENDINGCLUB CORPORATION, RENAUD
LAPLANCHE, SCOTT SANBORN, CARRIE
L. DOLAN, BRADLEY COLEMAN, and
THOMAS W. CASEY,

Defendants.

Plaintiff Matthew Veal (“Plaintiff”), individually and on behalf of all other persons similarly situated, by Plaintiff’s undersigned attorneys, for Plaintiff’s complaint against Defendants (defined below), alleges the following based upon personal knowledge as to Plaintiff and Plaintiff’s own acts, and information and belief as to all other matters, based upon, inter alia, the investigation conducted by and through Plaintiff’s attorneys, which included, among other things, a review of the defendants’ public documents, conference calls and announcements made by defendants, United States Securities and Exchange Commission (“SEC”) filings, wire and press releases published by and regarding LendingClub Corporation (“LendingClub” or the “Company”), analysts’ reports and advisories about the Company, and information readily obtainable on the Internet. Plaintiff believes that substantial evidentiary support will exist for the allegations set forth herein after a reasonable opportunity for discovery.

1 **NATURE OF THE ACTION**

2 1. This is a federal securities class action on behalf of a class consisting of all persons
3 and entities other than Defendants who purchased or otherwise acquired the publicly traded
4 securities of LendingClub between February 28, 2015 and April 25, 2018, both dates inclusive (the
5 “Class Period”). Plaintiff seeks to recover compensable damages caused by Defendants’ violations
6 of the federal securities laws and to pursue remedies under Sections 10(b) and 20(a) of the
7 Securities Exchange Act of 1934 (the “Exchange Act”) and Rule 10b-5 promulgated thereunder.
8

9 **JURISDICTION AND VENUE**

10 2. The claims asserted herein arise under and pursuant to §§10(b) and 20(a) of the
11 Exchange Act (15 U.S.C. §§78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the SEC
12 (17 C.F.R. §240.10b-5).

13 3. This Court has jurisdiction over the subject matter of this action under 28 U.S.C.
14 §1331 and §27 of the Exchange Act.

15 4. Venue is proper in this Judicial District pursuant to §27 of the Exchange Act (15
16 U.S.C. §78aa) and 28 U.S.C. §1391(b) as Defendants conduct business and the Company is
17 headquartered in this Judicial District.

18 5. In connection with the acts, conduct and other wrongs alleged in this Complaint,
19 Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce,
20 including but not limited to, the United States mail, interstate telephone communications and the
21 facilities of the national securities exchange.
22

23 **PARTIES**

24 6. Plaintiff, as set forth in the accompanying Certification, purchased LendingClub
25 securities at artificially inflated prices during the Class Period and was damaged upon the revelation
26 of the alleged corrective disclosure.

27 7. Defendant LendingClub operates an online marketplace platform that connects
28 borrowers and investors in the United States. The Company is incorporated in Delaware and its

1 principal executive offices are located at 71 Stevenson St., Suite 300, San Francisco, California
2 94105. LendingClub’s securities are traded on the New York Stock Exchange (“NYSE”) under the
3 ticker symbol “LC.”

4 8. Defendant Renaud Laplanche (“Laplanche”) co-founded the Company in 2007. He
5 served as the Company’s Chief Executive Officer (“CEO”) and member of its Board of Directors
6 (the “Board”) from October 2006 to May 6, 2016.

7 9. Defendant Scott Sanborn (“Sanborn”) was the Company’s Acting CEO from May 6,
8 2016 until June 28, 2016. Defendant Sanborn has been the Company’s CEO since June 28, 2016.

9 10. Defendant Carrie L. Dolan (“Dolan”) served as the Company’s Chief Financial
10 Officer (“CFO”) from August 16, 2010 to August 8, 2016.

11 11. Defendant Bradley Coleman (“Coleman”) served as the Company’s Principal
12 Accounting Officer, and served as the Company’s Interim-CFO from August 2016 to September
13 2016.

14 12. Defendant Thomas W. Casey (“Casey”) has been the Company’s CFO since
15 September 19, 2016.

16 13. Defendants Laplanche, Sanborn, Dolan, Coleman and Casey are sometimes referred
17 to herein as the “Individual Defendants.”

18 14. Each of the Individual Defendants:

- 19 (a) directly participated in the management of the Company;
20 (b) was directly involved in the day-to-day operations of the Company at the highest
21 levels;
22 (c) was privy to confidential proprietary information concerning the Company and its
23 business and operations;
24 (d) was directly or indirectly involved in drafting, producing, reviewing and/or
25 disseminating the false and misleading statements and information alleged herein;
26 (e) was directly or indirectly involved in the oversight or implementation of the
27 Company’s internal controls;
28

1 (f) was aware of or recklessly disregarded the fact that the false and misleading
2 statements were being issued concerning the Company; and/or

3 (g) approved or ratified these statements in violation of the federal securities laws.

4 15. The Company is liable for the acts of the Individual Defendants and its employees
5 under the doctrine of *respondeat superior* and common law principles of agency because all of the
6 wrongful acts complained of herein were carried out within the scope of their employment.

7 16. The scienter of the Individual Defendants and other employees and agents of the
8 Company is similarly imputed to the Company under *respondeat superior* and agency principles.

9 17. The Company and the Individual Defendants are referred to herein, collectively, as
10 the “Defendants.”

11 **SUBSTANTIVE ALLEGATIONS**

12 **Materially False and Misleading Statements**

13 18. On February 27, 2015, LendingClub filed its annual report on Form 10-K for the
14 year ended December 31, 2014 (“2014 10-K”) with the SEC which provided the Company’s
15 annual financial results and position. The 2014 10-K was signed by Defendants Laplanche and
16 Dolan. The 2014 10-K contained signed certifications pursuant to the Sarbanes-Oxley Act of 2002
17 (“SOX”) by Defendants Laplanche and Dolan attesting to the accuracy of financial reporting, the
18 disclosure of any material changes to the Company’s internal control over financial reporting and
19 the disclosure of all fraud.

20 19. The 2014 10-K stated the Company believed that all installment loans offered
21 through its marketplace featured a fixed rate that was “clearly” disclosed to the borrower and
22 which contained “no hidden fees,” stating in relevant part:

23 We believe that our marketplace provides the following benefits to
24 borrowers:

- 25 • Access to Affordable Credit. Our innovative marketplace model,
26 online delivery and process automation enable us to offer borrowers
27 interest rates that are generally lower on average than the rates charged
28 by traditional banks, credit cards or installment loans.

- 1 • Superior Borrower Experience. We offer a fast and easy-to-use online
2 application process and provide borrowers with access to live support
3 and online tools throughout the process and over the life of the loan.
- 4 • ***Transparency and Fairness. All of the installment loans offered
5 through our marketplace feature a fixed rate that is clearly disclosed
6 to the borrower during the application process, with fixed monthly
7 payments, no hidden fees and the ability to prepay the balance at any
8 time without penalty. Our platform utilizes a computerized, rules-
9 based engine for credit decisioning, which removes the human bias
10 associated with reviewing applications.***
- 11 • Fast and Efficient Decisioning. We leverage online data and
12 technology to quickly assess risk, determine a credit rating and assign
13 appropriate interest rates quickly.

14 (Emphasis added.)

15 20. The 2014 10-K stated that the Company had a detailed privacy policy which
16 complied with the Gramm-Leach-Bliley Act, stating in relevant part:

17 Privacy and Data Security Laws. The federal Gramm-Leach-Bliley Act
18 (GLBA) includes limitations on financial institutions' disclosure of
19 nonpublic personal information about a consumer to nonaffiliated third
20 parties, in certain circumstances requires financial institutions to limit the
21 use and further disclosure of nonpublic personal information by
22 nonaffiliated third parties to whom they disclose such information and
23 requires financial institutions to disclose certain privacy policies and
24 practices with respect to information sharing with affiliated and
25 nonaffiliated entities as well as to safeguard personal customer
26 information. ***We have a detailed privacy policy, which complies with
27 GLBA and is accessible from every page of our website.*** We maintain
28 consumers' personal information securely, and we do not sell, rent or
share such information with third parties for marketing purposes unless
previously agreed to by the consumer. In addition, we take measures to
safeguard the personal information of our borrowers and investors and
protect against unauthorized access to this information.

(Emphasis added.)

21. On February 22, 2016, LendingClub filed its annual report on Form 10-K for the
year ended December 31, 2015 ("2015 10-K") with the SEC which provided the Company's
annual financial results and position. The 2015 10-K was signed by Defendants Laplanche and
Dolan. The 2015 10-K contained signed SOX certifications by Defendants Laplanche and Dolan

1 attesting to the accuracy of financial reporting, the disclosure of any material changes to the
2 Company's internal control over financial reporting and the disclosure of all fraud.

3 22. The 2015 10-K stated the Company believed that all installment loans offered
4 through its marketplace featured a fixed rate that was "clearly" disclosed to the borrower and
5 which contained "no hidden fees," stating in relevant part:

6 We believe that our marketplace provides the following benefits to
7 borrowers:

- 8 • Access to Affordable Credit. Our innovative marketplace model,
9 online delivery and process automation enable us to offer borrowers
10 interest rates that are generally lower on average than the rates charged
11 by traditional banks, credit cards or installment loans.
- 12 • Superior Borrower Experience. We offer a fast and easy-to-use online
13 application process and provide borrowers with access to live support
14 and online tools throughout the process and over the life of the loan.
- 15 • ***Transparency and Fairness. The installment loans offered through
16 our marketplace feature a fixed rate that is clearly disclosed to the
17 borrower during the application process, with fixed monthly
18 payments, no hidden fees and the ability to prepay the balance at any
19 time without penalty. Small business lines of credit have rates based
20 upon the prime rate and allow borrowers to draw in increments,
21 reducing their interest cost. Our platform utilizes an automated,
22 rules-based engine for credit decisioning, which removes the human
23 bias associated with reviewing applications.***

19 (Emphasis added.)

20 23. The 2015 10-K stated that the Company had a detailed privacy policy which
21 complied with the Gramm-Leach-Bliley Act, stating in relevant part:

22 Privacy and Data Security Laws. The federal Gramm-Leach-Bliley Act
23 (GLBA) includes limitations on financial institutions' disclosure of
24 nonpublic personal information about a consumer to nonaffiliated third
25 parties, in certain circumstances requires financial institutions to limit the
26 use and further disclosure of nonpublic personal information by
27 nonaffiliated third parties to whom they disclose such information and
28 requires financial institutions to disclose certain privacy policies and
practices with respect to information sharing with affiliated and
nonaffiliated entities as well as to safeguard personal customer
information. ***We have a detailed privacy policy, which complies with
GLBA and is accessible from every page of our website.*** We maintain

1 consumers' personal information securely, and we do not sell, rent or
2 share such information with third parties for marketing purposes unless
3 previously agreed to by the consumer. In addition, we take measures to
4 safeguard the personal information of our borrowers and investors and
5 protect against unauthorized access to this information.

(Emphasis added.)

6 24. On February 28, 2017, LendingClub filed its annual report on Form 10-K for the
7 year ended December 31, 2016 ("2016 10-K") with the SEC which provided the Company's
8 annual financial results and position. The 2016 10-K was signed by Defendants Sanborn and
9 Casey. The 2016 10-K contained signed SOX certifications by Defendants Sanborn and Casey
10 attesting to the accuracy of financial reporting, the disclosure of any material changes to the
11 Company's internal control over financial reporting and the disclosure of all fraud.

12 25. The 2016 10-K stated the Company believed that all installment loans offered
13 through its marketplace featured a fixed rate that was "clearly" disclosed to the borrower and
14 which contained "no hidden fees," stating in relevant part:

We believe that our marketplace provides the following benefits to
borrowers:

- 16 • Access to Affordable Credit. Our innovative marketplace model,
17 online delivery and process automation enable us to offer borrowers
18 interest rates that are generally lower on average than the rates charged
19 by traditional banks, credit cards or installment loans.
- 20 • Superior Borrower Experience. We offer a fast and easy-to-use online
21 application process and provide borrowers with access to live support
22 and online tools throughout the process and over the life of the loan.
- 23 • ***Transparency and Fairness. The installment loans offered through
24 our marketplace feature a fixed rate that is clearly disclosed to the
25 borrower during the application process, with fixed monthly
26 payments, no hidden fees and the ability to prepay the balance at any
27 time without penalty. Small business lines of credit have rates based
28 upon the prime rate and allow borrowers to draw in increments,
reducing their interest cost. Our platform utilizes an automated,
rules-based engine for credit decisioning, which removes the human
bias associated with reviewing applications.***

- Fast and Efficient Decisioning. We leverage online data and technology to quickly assess risk, detect fraud, determine a credit rating and assign appropriate interest rates quickly.

(Emphasis added.)

26. The 2016 10-K stated that the Company had a detailed privacy policy which complied with the Gramm-Leach-Bliley Act, stating in relevant part:

Privacy and Data Security Laws. The federal Gramm-Leach-Bliley Act (GLBA) includes limitations on financial institutions' disclosure of nonpublic personal information about a consumer to nonaffiliated third parties, in certain circumstances requires financial institutions to limit the use and further disclosure of nonpublic personal information by nonaffiliated third parties to whom they disclose such information, and requires financial institutions to disclose certain privacy policies and practices with respect to information sharing with affiliated and nonaffiliated entities as well as to safeguard personal customer information. ***We have a detailed privacy policy, which complies with GLBA and is accessible from every page of our website.*** We maintain consumers' personal information securely, and only share such information with third parties for marketing purposes in accordance with our privacy policy and with the consent of the consumer. In addition, we take measures to safeguard the personal information of our borrowers and investors and protect against unauthorized access to this information.

(Emphasis added.)

27. On February 22, 2018, LendingClub filed its annual report on Form 10-K for the year ended December 31, 2017 ("2017 10-K") with the SEC which provided the Company's annual financial results and position. The 2017 10-K was signed by Defendants Sanborn and Casey. The 2017 10-K contained signed SOX certifications by Defendants Sanborn and Casey attesting to the accuracy of financial reporting, the disclosure of any material changes to the Company's internal control over financial reporting and the disclosure of all fraud.

28. The 2017 10-K stated that the Company had a detailed privacy policy which complied with the Gramm-Leach-Bliley Act, stating in relevant part:

Privacy and Data Security Laws. The federal Gramm-Leach-Bliley Act (GLBA) includes limitations on financial institutions' disclosure of nonpublic personal information about a consumer to nonaffiliated third parties, in certain circumstances requires financial institutions to limit the use and further disclosure of nonpublic personal information by

1 nonaffiliated third parties to whom they disclose such information, and
2 requires financial institutions to disclose certain privacy policies and
3 practices with respect to information sharing with affiliated and
4 nonaffiliated entities as well as to safeguard personal customer
5 information. ***We have a detailed privacy policy, which complies with
6 GLBA and is accessible from every page of our website.*** We maintain
7 consumers' personal information securely, and only share such
8 information with third parties for marketing purposes in accordance with
9 our privacy policy and with the consent of the consumer. In addition, we
10 take measures to safeguard the personal information of our borrowers and
11 investors and protect against unauthorized access to this information.

12 (Emphasis added.)

13 29. The statements referenced in ¶¶18-28 above were materially false and/or misleading
14 because they misrepresented and failed to disclose the following adverse facts pertaining to the
15 Company's business, operational and financial results, which were known to Defendants or
16 recklessly disregarded by them. Specifically, Defendants made false and/or misleading statements
17 and/or failed to disclose that: (1) LendingClub falsely promised consumers they would receive a
18 loan with "no hidden fees"; (2) LendingClub's privacy policy did not comply with the Gramm-
19 Leach-Bliley Act; (3) consequently, the foregoing conduct would subject LendingClub's business
20 practices to heightened regulatory scrutiny by the Federal Trade Commission ("FTC"); and (4) as a
21 result, Defendants' public statements were materially false and misleading at all relevant times.

22 **The Truth Emerges**

23 30. On April 25, 2018, the FTC announced in a press release that it had filed a complaint
24 against LendingClub (the "FTC Complaint") alleging violations of, *inter alia*, the FTC Act for
25 falsely promising consumers they would receive a loan with "no hidden fees[,]" and the Gramm-
26 Leach-Bliley Act for failing to provide customers with a clear and conspicuous privacy notice so
27 that each customer could reasonably be expected to receive actual notice. The press release states, in
28 relevant part:

**FTC Charges Lending Club with Deceiving Consumers
Defendant promises "no hidden fees" but charges them anyway**

April 25, 2018

1 ***The Federal Trade Commission has charged the LendingClub***
2 ***Corporation with falsely promising consumers they would receive a loan***
3 ***with “no hidden fees,” when, in actuality, the company deducted***
4 ***hundreds or even thousands of dollars in hidden up-front fees from the***
5 ***loans.***

6 “*This case demonstrates the importance to consumers of having truthful*
7 *information from lenders, including online marketplace lenders,”* said
8 Reilly Dolan, acting director of the FTC’s Bureau of Consumer Protection.
9 “*Stopping this kind of conduct will help consumers make informed*
10 *choices about loan offers.*”

11 ***As stated in the FTC’s complaint, Lending Club recognized that its***
12 ***hidden fee was a significant problem for consumers, and an internal***
13 ***review noted that its claims about the fee and the amount consumers***
14 ***would receive “could be perceived as deceptive as it is likely to mislead***
15 ***the consumer.” An attorney for one of the company’s largest investors***
16 ***also warned the company that the “relative obscurity” of the up-front fee***
17 ***in light of the company’s prominent “no hidden fees” representation***
18 ***could make the company a target for a law enforcement action.***

19 ***According to the FTC, Lending Club ignored these and other warnings***
20 ***and, over time, made its deceptive “no hidden fees” claim even more***
21 ***prominent.***

22 The FTC also alleges that Lending Club falsely told loan applicants that
23 “*Investors Have Backed Your Loan*” while knowing that many of them
24 would never get a loan, a practice that delayed applicants from seeking
25 loans elsewhere. In addition, in numerous instances, Lending Club has
26 withdrawn double payments from consumers’ accounts and has continued
27 to charge those who cancelled automatic payments or paid off their loans,
28 which costs consumers overdraft fees and prevents them from making
29 other payments. ***In addition, Lending Club failed to get consumers’***
30 ***acknowledgment of its information-sharing policy as required by law.***

31 ***The company is charged with violating the FTC Act and the Gramm-***
32 ***Leach-Bliley Act.***

33 (Emphasis added).

34 31. The FTC Complaint alleges the Company was acting in violation of the Gramm-
35 Leach-Bliley Act due to, *inter alia*, its failure to deliver the initial privacy notice so that each
36 customer could reasonably be expected to receive actual notice, stating in relevant part:
37
38

1 47. The Privacy Rule, which implements Sections 501-503 of the
2 [Gramm-Leach-Bliley] Act, 15 U.S.C. §§ 6801-6803, was promulgated by
3 the Federal Trade Commission on May 24, 2000, and became effective on
4 July 1, 2001. 16 C.F.R. Part 313. Since the enactment of the Dodd-Frank
5 Act on July 21, 2010, the Consumer Financial Protection Bureau
6 (“CFPB”) became responsible for implementing the Privacy Rule, and
7 promulgated the Privacy of Consumer Financial Information, Regulation
8 P, 12 C.F.R. Part 1016 (“Reg. P”), which became effective on October 28,
9 2014. Defendant’s conduct is governed by the Privacy Rule prior to
10 October 28, 2014, and by Reg. P after that date. The GLB Act authorizes
11 both the CFPB and the Federal Trade Commission to enforce Reg. P. 15
12 U.S.C. § 6805.

13 48. Both the Privacy Rule and Reg. P require financial institutions to
14 provide consumers with an initial and annual privacy notice. Both the
15 initial and annual privacy notices must be “clear and conspicuous,” 16
16 C.F.R. § 313.3(b) and 12 C.F.R. § 1016.3(b), and must “accurately
17 reflect[] [the financial institution’s] privacy policies and practices.” 16
18 C.F.R. §§ 313.4 and 313.5 and 12 C.F.R. §§ 1016.4 and 1016.5. The
19 privacy notice must include specified elements, including the categories of
20 nonpublic personal information the financial institution collects and
21 discloses, the categories of third parties to whom the financial institution
22 discloses the information, and the security and confidentiality policies of
23 the financial institution. 16 C.F.R. § 313.6; 12 C.F.R. § 1016.6. A
24 financial institution must provide its privacy notice so that each consumer
25 can reasonably be expected to receive actual notice. 16 C.F.R. § 313.9; 12
26 C.F.R. § 1016.9. For consumers who conduct transactions electronically, a
27 consumer can “reasonably be expected to receive actual notice” if he or
28 she acknowledges receipt of the notice as a necessary step to obtaining the
financial product or service. 16 C.F.R. § 313.9; 12 C.F.R. § 1016.9;
Privacy of Consumer Financial Information, 65 Fed. Reg. 33646-01, at
33665-66 (May 24, 2000).

29 49. Defendant failed to comply with the requirements of the Privacy Rule
30 and Reg. P. Specifically, Defendant failed to deliver the initial privacy
31 notice so that each customer can reasonably be expected to receive actual
32 notice. 16 C.F.R. § 313.9; 12 C.F.R. § 1016.9. For example, until at least
33 the end of 2016, Defendant did not require customers to acknowledge
34 receipt of the notice as a necessary step to obtaining a particular financial
35 product or service. 16 C.F.R. § 313.9, and Reg. P, 12 C.F.R. § 1016.9.
36 Instead, Defendant required customers to agree only to Defendant’s Terms
37 of Use, which itself included only a link to Defendant’s privacy policy. In
38 order to reach the privacy notice that Defendant was required to provide to
customers, a customer would need to click on a link that did not indicate it
was related to privacy, and then further find a link to Defendant’s privacy
policy within the lengthy document to which the link led. Customers were

1 not provided a clear and conspicuous privacy notice before they submitted
2 nonpublic personal information to Defendant.

3 * * *

4 **Count IV**
5 **VIOLATIONS OF THE GRAMM-LEACH-BLILEY ACT (“GLB**
6 **Act”)**
7 **PRIVACY RULE AND REG. P**

8 63. As described in Paragraph 48, the Privacy Rule and Reg. P require
9 financial institutions to provide customers with a clear and conspicuous
10 privacy notice that accurately reflects the financial institution’s privacy
11 policies and practices. Further, financial institutions must deliver the
12 privacy notice so that each customer could reasonably be expected to
13 receive actual notice.

14 64. Defendant is a financial institution, as defined in Section 509(3)(A) of
15 the GLB Act, 15 U.S.C. § 6809(3)(A).

16 65. As set forth in Paragraph 49, Defendant failed to deliver the initial
17 privacy notice so that each customer could reasonably be expected to
18 receive actual notice. Therefore Defendant violated the Privacy Rule, 16
19 C.F.R. § 313.9, and Regulation P, 12 C.F.R. § 1016.9.

20 32. On this news, shares of LendingClub fell \$.49 per share, or over 15% from its
21 previous closing price to close at \$2.77 per share on April 25, 2018, damaging investors.

22 33. As a result of Defendants’ wrongful acts and omissions, and the precipitous decline
23 in the market value of the Company’s securities, Plaintiff and other Class members have suffered
24 significant losses and damages.

25 **PLAINTIFF’S CLASS ACTION ALLEGATIONS**

26 34. Plaintiff brings this action as a class action pursuant to Federal Rule of Civil
27 Procedure 23(a) and (b)(3) on behalf of a Class, consisting of all those who purchased or otherwise
28 acquired the publicly traded securities of LendingClub during the Class Period (the “Class”); and
were damaged upon the revelation of the alleged corrective disclosures. Excluded from the Class
are Defendants herein, the officers and directors of the Company, at all relevant times, members of
their immediate families and their legal representatives, heirs, successors or assigns and any entity
in which Defendants have or had a controlling interest.

1 35. The members of the Class are so numerous that joinder of all members is
2 impracticable. Throughout the Class Period, LendingClub securities were actively traded on the
3 NYSE. While the exact number of Class members is unknown to Plaintiff at this time and can be
4 ascertained only through appropriate discovery, Plaintiff believes that there are hundreds or
5 thousands of members in the proposed Class. Record owners and other members of the Class may
6 be identified from records maintained by the Company or its transfer agent and may be notified of
7 the pendency of this action by mail, using the form of notice similar to that customarily used in
8 securities class actions.

9 36. Plaintiff's claims are typical of the claims of the members of the Class as all
10 members of the Class are similarly affected by Defendants' wrongful conduct in violation of federal
11 law that is complained of herein.

12 37. Plaintiff will fairly and adequately protect the interests of the members of the Class
13 and has retained counsel competent and experienced in class and securities litigation. Plaintiff has
14 no interests antagonistic to or in conflict with those of the Class.

15 38. Common questions of law and fact exist as to all members of the Class and
16 predominate over any questions solely affecting individual members of the Class. Among the
17 questions of law and fact common to the Class are:

- 18 • whether the federal securities laws were violated by Defendants' acts as alleged
19 herein;
- 20 • whether statements made by Defendants to the investing public during the Class
21 Period misrepresented material facts about the financial condition, business,
22 operations, and management of the Company;
- 23 • whether Defendants' public statements to the investing public during the Class
24 Period omitted material facts necessary to make the statements made, in light of the
25 circumstances under which they were made, not misleading;
- 26 • whether the Individual Defendants caused the Company to issue false and misleading
27 SEC filings and public statements during the Class Period;

- 1 • whether Defendants acted knowingly or recklessly in issuing false and misleading
- 2 SEC filings and public statements during the Class Period;
- 3 • whether the prices of LendingClub securities during the Class Period were artificially
- 4 inflated because of the Defendants' conduct complained of herein; and
- 5 • whether the members of the Class have sustained damages and, if so, what is the
- 6 proper measure of damages.

7 39. A class action is superior to all other available methods for the fair and efficient
8 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the
9 damages suffered by individual Class members may be relatively small, the expense and burden of
10 individual litigation make it impossible for members of the Class to individually redress the wrongs
11 done to them. There will be no difficulty in the management of this action as a class action.

12 40. Plaintiff will rely, in part, upon the presumption of reliance established by the fraud-
13 on-the-market doctrine in that:

- 14 • Defendants made public misrepresentations or failed to disclose material facts during
- 15 the Class Period;
- 16 • the omissions and misrepresentations were material;
- 17 • LendingClub securities are traded in efficient markets;
- 18 • the Company's securities were liquid and traded with moderate to heavy volume
- 19 during the Class Period;
- 20 • the Company traded on the NYSE, and was covered by multiple analysts;
- 21 • the misrepresentations and omissions alleged would tend to induce a reasonable
- 22 investor to misjudge the value of the Company's securities; and
- 23 • Plaintiff and members of the Class purchased and/or sold LendingClub securities
- 24 between the time the Defendants failed to disclose or misrepresented material facts
- 25 and the time the true facts were disclosed, without knowledge of the omitted or
- 26 misrepresented facts.

27 41. Based upon the foregoing, Plaintiff and the members of the Class are entitled to a
28 presumption of reliance upon the integrity of the market.

1 disseminated to the investing public; and knowingly and substantially participated, or acquiesced in
2 the issuance or dissemination of such statements or documents as primary violations of the
3 securities laws. These defendants by virtue of their receipt of information reflecting the true facts of
4 the Company, their control over, and/or receipt and/or modification of the Company's allegedly
5 materially misleading statements, and/or their associations with the Company which made them
6 privy to confidential proprietary information concerning the Company, participated in the
7 fraudulent scheme alleged herein.

8 48. Individual Defendants, who are the senior officers and/or directors of the Company,
9 had actual knowledge of the material omissions and/or the falsity of the material statements set forth
10 above, and intended to deceive Plaintiff and the other members of the Class, or, in the alternative,
11 acted with reckless disregard for the truth when they failed to ascertain and disclose the true facts in
12 the statements made by them or other personnel of the Company to members of the investing
13 public, including Plaintiff and the Class.

14 49. As a result of the foregoing, the market price of LendingClub securities was
15 artificially inflated during the Class Period. In ignorance of the falsity of the Company's and the
16 Individual Defendants' statements, Plaintiff and the other members of the Class relied on the
17 statements described above and/or the integrity of the market price of LendingClub securities during
18 the Class Period in purchasing LendingClub securities at prices that were artificially inflated as a
19 result of the Company's and the Individual Defendants' false and misleading statements.

20 50. Had Plaintiff and the other members of the Class been aware that the market price of
21 LendingClub securities had been artificially and falsely inflated by the Company's and the
22 Individual Defendants' misleading statements and by the material adverse information which the
23 Company's and the Individual Defendants did not disclose, they would not have purchased
24 LendingClub securities at the artificially inflated prices that they did, or at all.

25 51. As a result of the wrongful conduct alleged herein, Plaintiff and other members of
26 the Class have suffered damages in an amount to be established at trial.

27 52. By reason of the foregoing, the Company and the Individual Defendants have
28 violated Section 10(b) of the 1934 Act and Rule 10b-5 promulgated thereunder and are liable to the

1 Plaintiff and the other members of the Class for substantial damages which they suffered in
2 connection with their purchases of LendingClub securities during the Class Period.

3 **COUNT II**

4 **Violation of Section 20(a) of The Exchange Act**
5 **Against The Individual Defendants**

6 53. Plaintiff repeats and realleges each and every allegation contained in the foregoing
7 paragraphs as if fully set forth herein.

8 54. During the Class Period, the Individual Defendants participated in the operation and
9 management of the Company, and conducted and participated, directly and indirectly, in the
10 conduct of the Company's business affairs. Because of their senior positions, they knew the adverse
11 non-public information regarding the Company's business practices.

12 55. As officers and/or directors of a publicly owned company, the Individual Defendants
13 had a duty to disseminate accurate and truthful information with respect to the Company's financial
14 condition and results of operations, and to correct promptly any public statements issued by the
15 Company which had become materially false or misleading.

16 56. Because of their positions of control and authority as senior officers, the Individual
17 Defendants were able to, and did, control the contents of the various reports, press releases and
18 public filings which the Company disseminated in the marketplace during the Class Period.
19 Throughout the Class Period, the Individual Defendants exercised their power and authority to
20 cause the Company to engage in the wrongful acts complained of herein. The Individual Defendants
21 therefore, were "controlling persons" of the Company within the meaning of Section 20(a) of the
22 Exchange Act. In this capacity, they participated in the unlawful conduct alleged which artificially
23 inflated the market price of LendingClub securities.

24 57. Each of the Individual Defendants, therefore, acted as a controlling person of the
25 Company. By reason of their senior management positions and/or being directors of the Company,
26 each of the Individual Defendants had the power to direct the actions of, and exercised the same to
27 cause, the Company to engage in the unlawful acts and conduct complained of herein. Each of the
28 Individual Defendants exercised control over the general operations of the Company and possessed

1 the power to control the specific activities which comprise the primary violations about which
2 Plaintiff and the other members of the Class complain.

3 58. By reason of the above conduct, the Individual Defendants are liable pursuant to
4 Section 20(a) of the Exchange Act for the violations committed by the Company.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff demands judgment against Defendants as follows:

7 A. Determining that the instant action may be maintained as a class action under Rule
8 23 of the Federal Rules of Civil Procedure, and certifying Plaintiff as the Class representative;

9 B. Requiring Defendants to pay damages sustained by Plaintiff and the Class by reason
10 of the acts and transactions alleged herein;

11 C. Awarding Plaintiff and the other members of the Class prejudgment and post-
12 judgment interest, as well as their reasonable attorneys' fees, expert fees and other costs; and

13 D. Awarding such other and further relief as this Court may deem just and proper.

14 **DEMAND FOR TRIAL BY JURY**

15 Plaintiff hereby demands a trial by jury.

16
17 Dated: May 2, 2018

Respectfully submitted,