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 13 *Counterclaimant LinkedIn Corporation*

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Attorneys for Plaintiff and Counterdefendant
hiQ Labs, Inc.

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18
 19 hiQ Labs, Inc.,
 20 Plaintiff,
 21 vs.
 22 LinkedIn Corporation,
 23 Defendant.

Case No. 17-cv-03301-EMC

**STIPULATION AND [PROPOSED]
 CONSENT JUDGMENT AND
 PERMANENT INJUNCTION**

24
 25 LinkedIn Corporation
 26 Counterclaimant,
 27 vs.
 28 hiQ Labs, Inc.
 Counterdefendant.

1 Defendant/Counterclaimant LinkedIn Corporation (“LinkedIn” or “Counterclaimant”) and
2 Plaintiff/Counterclaim Respondent hiQ Labs, Inc. (“hiQ”), by and through their respective
3 counsel, hereby stipulate as follows:

4 WHEREAS, on May 23, 2017, LinkedIn sent a cease and desist letter to hiQ alleging that
5 hiQ was violating LinkedIn’s User Agreement as well as various other federal and state statutory
6 and common law prohibitions;

7 WHEREAS, in response to that letter on June 6, 2017, hiQ filed a lawsuit in the United
8 States District Court for the Northern District of California alleging claims against LinkedIn for
9 unfair competition, economic torts, and seeking declaratory relief, entitled *hiQ Labs, Inc. v.*
10 *LinkedIn Corporation*, Case No. 17-cv-03301-EMC (the “Action”);

11 WHEREAS, on June 29, 2022, LinkedIn filed Amended Counterclaims in the Action
12 alleging that hiQ breached LinkedIn’s User Agreement and violated federal and state statutory
13 and common law prohibitions;

14 WHEREAS, on October 27, 2022, the Court entered an order granting in part LinkedIn’s
15 motion for summary judgment, granting in part LinkedIn’s motion for sanctions, and denying
16 hiQ’s motion for summary judgment;

17 WHEREAS, the Court concluded in its summary judgment order that LinkedIn’s User
18 Agreement unambiguously and enforceably prohibits unauthorized scraping and creation of fake
19 accounts;

20 WHEREAS, the Court concluded in its order on LinkedIn’s Motion for Spoliation
21 Sanctions that LinkedIn should be awarded monetary sanctions and permissive instructions to be
22 charged to the jury;

23 WHEREAS, hiQ stipulates that LinkedIn has established that it has incurred a loss of at
24 least \$5,000 in a one-year period as a result of hiQ’s unauthorized access as required by the civil
25 provisions of the Computer Fraud and Abuse Act (CFAA) 18 U.S.C. § 1030(c)(4)(A)(i)(1), and
26 therefore may establish liability under the civil provisions of the CFAA, 18 U.S.C. §
27 1030(c)(4)(A)(i)(1), based on hiQ’s data collection practices and based on hiQ’s direct access to
28 password-protected pages on LinkedIn’s platforms using fake accounts;

1 WHEREAS, hiQ stipulates that LinkedIn may establish civil liability under California
2 Penal Code § 502(c)(1), (2), and (7) based on hiQ's data collection practices, use of fake accounts
3 and other means to evade detection by LinkedIn, hiQ's direct access to password-protected pages
4 on LinkedIn's platforms using fake accounts, and hiQ's unauthorized commercial use of data
5 obtained thereby;

6 WHEREAS, hiQ stipulates that LinkedIn has established judgment as to liability under
7 California law for the common law torts of trespass to chattels and misappropriation;

8 WHEREAS, hiQ stipulates that LinkedIn has established that it has suffered an irreparable
9 injury and that (1) any ongoing use of hiQ's software, algorithms or the data hiQ acquired from
10 LinkedIn and (2) any continued scraping of LinkedIn's website by hiQ through any means will
11 result in ongoing irreparable injury to LinkedIn;

12 WHEREAS, hiQ stipulates that the remedies available at law, including monetary
13 damages, are inadequate to compensate for that injury;

14 WHEREAS, hiQ stipulates that LinkedIn has established that a remedy in equity is
15 warranted, considering the balance of the hardships and that the public interest would not be
16 disserved by a permanent injunction;

17 WHEREAS, the parties have separately reached agreement that resolves all outstanding
18 claims in this case pursuant to a confidential settlement agreement, and entry by the Court of the
19 attached [PROPOSED] CONSENT JUDGMENT AND PERMANENT INJUNCTION is made
20 an express condition without which there is no settlement;

21 WHEREAS, upon entry of this agreed-upon judgment, all remaining claims of both
22 parties shall be dismissed with prejudice;

23 WHEREAS, upon entry of this agreed-upon judgment and injunction, the parties
24 expressly waive all rights to further appeals or to otherwise challenge or contest the validity of
25 this or any other order in this case;

26 NOW, THEREFORE, IT IS HEREBY STIPULATED:

27 1. The Court has subject matter jurisdiction over this matter and personal jurisdiction
28 over the parties.

1 2. Judgment in the amount of \$500,000 USD is hereby entered against hiQ and in
2 favor of LinkedIn.

3 3. Any other claim to monetary relief by either party, including any attorneys' fees or
4 costs, is expressly waived.

5 4. hiQ and, to the full extent permissible by law, all other individuals who are
6 described in Federal Rule of Civil Procedure 65(d)(2), including its present and former officers,
7 agents, servants, employees, and attorneys; and other persons who were or are in active concert or
8 participation with hiQ, hiQ's officers, agents, servants, employees, and attorneys (collectively, the
9 "Prohibited Parties") are immediately and permanently ordered and enjoined as follows:

10 a. The Prohibited Parties are immediately and permanently enjoined from
11 accessing and using, whether directly or indirectly through a third party, intermediary, or proxy,
12 the LinkedIn platform in violation of its User Agreement, including without limitation by (i)
13 using automated means to access and/or copy data from the LinkedIn platform, whether logged in
14 to a LinkedIn account or not, without express written permission of LinkedIn, (ii) creating or
15 using accounts with fake identities; (iii) using the LinkedIn platform to develop a commercial
16 service without the express written permission of LinkedIn;

17 b. The Prohibited Parties are immediately and permanently enjoined from
18 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
19 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for data
20 collection from LinkedIn platforms using any of the data, source code, or algorithms developed at
21 hiQ;

22 c. The Prohibited Parties are immediately and permanently enjoined from
23 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
24 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for
25 analysis of data acquired from the LinkedIn platform using any of the data, source code, or
26 algorithms developed at hiQ;

27 d. The Prohibited Parties are required to permanently delete any and all
28 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,

1 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
2 third-party, where such software, script(s), or code is designed to access or interact with the
3 LinkedIn platform, including without limitation the source code repositories and other materials
4 identified in Exhibit 1 hereto;

5 e. The Prohibited Parties are required to permanently delete any and all
6 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,
7 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
8 third-party, where such software, script(s), or code is designed to use data acquired from the
9 LinkedIn platform, including without limitation the source code repositories and other materials
10 identified in Exhibit 1 hereto;

11 e. The Prohibited Parties are required to permanently delete any and all
12 LinkedIn member profile data in the possession, custody, or control of the Prohibited Parties,
13 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
14 third-party, including without limitation the materials identified in Exhibit A hereto; provided,
15 however, that this prohibition does not extend to use by Prohibited Parties of their own personal
16 LinkedIn member profiles so long as such use is made in accordance with the LinkedIn User
17 Agreement;

18 f. The Prohibited Parties are immediately and permanently enjoined from
19 using, distributing, selling, analyzing, or otherwise accessing any data that hiQ collected from
20 LinkedIn without LinkedIn's express permission, whether directly or indirectly through a third
21 party, intermediary, or proxy, including any data collected using the software identified in Exhibit
22 1 hereto;

23 5. hiQ shall notify all current, former, and future officers of the existence of this
24 Injunction and provide a copy of this Injunction to each of them no later than five (5) business
25 days after the entry of this Order or their first affiliation with hiQ, whichever comes first.

26 6. The Court will retain continuing jurisdiction to enforce the terms of this Consent
27 Judgment and Permanent Injunction and to address other matters arising out of or regarding this
28 Consent Judgment and Permanent Injunction, including any allegations that the parties have failed

1 to comply with their obligations as set forth in this Consent Judgment and Permanent Injunction,
2 and the parties agree to submit to the Court’s jurisdiction for those purposes.

3 **SO STIPULATED AND PURSUANT TO STIPULATION THE PARTIES**
4 **REQUEST THAT THE COURT ENTER JUDGMENT IN THE FORM REFLECTED IN**
5 **EXHIBIT A.**

6 Dated: December 6, 2022

Orrick, Herrington & Sutcliffe LLP

7
8 By: /s/ Annette L. Hurst
9 ANNETTE L. HURST
10 Attorney for Defendant
11 LinkedIn Corporation

12 Dated: December 6, 2022

Quinn Emanuel Urquhart & Sullivan LLP

13
14
15 By: /s/ Corey Worcester
16 COREY WORCESTER
17 Attorney for Plaintiff
18 hiQ Labs, Inc.

19
20 L.R. 5-1 SIGNATURE ATTESTATION

21 As the ECF user whose user ID and password are utilized in the filing of this document, I
22 attest that concurrence in the filing of the document has been obtained from each of the other
23 signatories.

24
25 /s/ Annette L. Hurst
26 Annette L. Hurst

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EXHIBIT 1

In addition to specific source code repositories and databases listed in **Table 1**, all source code, data, and information derived from LinkedIn stored in the following services must also be destroyed:

1. **Atlassian Cloud:** Jira and Confluence pages, including all attachments (e.g., weekly Turk reports).
2. **Splunk/Rancher (Scraping Logs):**
 - a. Splunk: All scraping logs stored in Splunk via Splunk Forwarding.
 - b. Rancher: All scraping logs stored via Rancher NFS.
3. **Other Databases:** Redis, Databricks, MySQL, Amazon Redshift, Apache Kafka.

Exhibit 1 - Table 1: Source Code and Data Derived from LinkedIn

Source Code/Data	Type	Name
Source Code ¹	Git Repository	Scrapus
		Scrapus2
		Science
		Data-pipeline
		MiFi
		WebTurk
Data ²	MongoDB Database	prod_db
		dev_db
		staging_db
		test_db
		central
		rawdata
		sci_cat
		sci_dog
		sci_demo
		pa_data
		sci_hris
		sci_training
		sci_purg
		data_archive
		sci_archive
		sci_amazon
		sci_amex
		fb_dec2015
		fb_dec2016
		fb_jun2016
		fb_mar2016
		fb_sep2016
		sci_facebook
		sci_wtf
	sci_testdb	
	sci_sandbox	
	sci_omg	
	sci_lol	
	MongoDB Collection	scrapus
		scrapus2
		raw_scrapes
		scrapus_queue
		banned_proxy_details
		cookies_for_proxies
proxies		
li_parsed		
parsed_col		
li_dataset		
imputed_li_dataset		
risk_report		
skill_report		
keeper_releases		

¹ All local “clones” of each repository (i.e., downloaded from GitHub) must also be destroyed in addition to the remote source code repositories hosted on GitHub.

² Data archived to cloud backups (e.g., AWS Glacier) or downloaded locally (e.g., exported as JSON or BSON) must also be destroyed.

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		riskmodel
		li_risk
		skills
		hiq_prediction
		actions
		cv_model
		cv_rules
		cv_trans
		personhood
		company
		li_company_parsed
		gone
		auto_li
		turk_li
		auto_LI
		turk_LI
		qa_turk
		client_rules
		no_list_collection
		profile_pics
		training
		li_profiles
		variables
		parsed
		imp_var
		comp_var
		comp_var_groups
		risk
		unknown
		group_meta
		pa_data
		pa_cleaned
		hris_parsed
		hris_profiles
		imputed_variables
		model_data_archive
	AWS S3 Bucket³	deng-datalake
		deng-datalake/side_bar
		deng_datalake/linkedin_scrapem
		deng-datalake-v2
		deng-datalake-v2/linkedin_scrapem
		deng-datalake-v2/blind_collection
		deng-datalake-v2/klarna_blind_collection
		deng-datalake-v2/klarna_scrapes
		deng-datalake-v2/klarna_companies
		deng-datalake-staging
		deng-datalake-dev
		deng-datalake-test
		deng-linkedin-html-till-aug-28-2017
		hiq-science
		crystal-ball-crawl-output
		linkedin-dir

³ While the table includes specific sub-folders that were cited in hiQ’s source code (e.g., “deng-datalake/side_bar”), the full AWS S3 bucket (e.g., “deng-datalake”) must be destroyed.

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EXHIBIT A

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Attorneys for Plaintiff and Counterdefendant
hiQ Labs, Inc.

15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

19 hiQ Labs, Inc.,
 20 Plaintiff,
 21 vs.
 22 LinkedIn Corporation,
 23 Defendant.

Case No. 17-cv-03301-EMC

**[PROPOSED] CONSENT JUDGMENT
 AND PERMANENT INJUNCTION**

24 LinkedIn Corporation
 25 Counterclaimant,
 26 vs.
 27 hiQ Labs, Inc.
 28 Counterdefendant.

1 1. The Court has subject-matter jurisdiction over this action and personal jurisdiction
2 over the parties.

3 2. Judgment in the amount of \$500,000 USD is hereby entered against hiQ and in favor
4 of LinkedIn.

5 3. Any other claim to monetary relief by either party, including any attorneys' fees or
6 costs, is expressly waived.

7 4. hiQ, and to the full extent permissible by law, and all other individuals who are
8 described in Federal Rule of Civil Procedure 65(d)(2), including its present and former officers,
9 agents, servants, employees, and attorneys; and other persons who were or are in active concert or
10 participation with hiQ, hiQ's officers, agents, servants, employees, and attorneys (collectively, the
11 "Prohibited Parties") are immediately and permanently ordered and enjoined as follows:

12 a. The Prohibited Parties are immediately and permanently enjoined from
13 accessing and using, whether directly or indirectly through a third party, intermediary, or proxy,
14 the LinkedIn platform in violation of its User Agreement, including without limitation by (i)
15 using automated means to access and/or copy data from the LinkedIn platform, whether logged in
16 to a LinkedIn account or not, without express written permission of LinkedIn, (ii) creating or
17 using accounts with fake identities; (iii) using the LinkedIn platform to develop a commercial
18 service without the express written permission of LinkedIn;

19 b. The Prohibited Parties are immediately and permanently enjoined from
20 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
21 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for data
22 collection from LinkedIn platforms using any of the data, source code, or algorithms developed at
23 hiQ;

24 c. The Prohibited Parties are immediately and permanently enjoined from
25 developing, using, selling, offering for sale, or distributing, or directing, aiding, or conspiring
26 with others to develop, sell, offer for sale, or distribute, any software, script(s) or code for
27 analysis of data acquired from the LinkedIn platform using any of the data, source code, or
28 algorithms developed at hiQ;

1 d. The Prohibited Parties are required to permanently delete any and all
2 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,
3 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
4 third-party, where such software, script(s), or code is designed to access or interact with LinkedIn
5 platform, including without limitation the source code repositories and other materials identified
6 in Exhibit 1 hereto;

7 e. The Prohibited Parties are required to permanently delete any and all
8 software, script(s) or code in the possession, custody, or control of the Prohibited Parties,
9 including all such material that any Prohibited Party stored on behalf of hiQ in an account with a
10 third-party, where such software, script(s), or code is designed to use data acquired from the
11 LinkedIn platform, including without limitation the source code repositories and other materials
12 identified in Exhibit 1 hereto;

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14 LinkedIn member profile data in the possession, custody, or control of the Prohibited Parties,
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16 third-party, including without limitation the materials identified in Exhibit A hereto; provided,
17 however, that this prohibition does not extend to use by Prohibited Parties of their own personal
18 LinkedIn member profiles so long as such use is made in accordance with the LinkedIn User
19 Agreement;

20 f. The Prohibited Parties are immediately and permanently enjoined from
21 using, distributing, selling, analyzing, or otherwise accessing any data that hiQ collected from
22 LinkedIn without LinkedIn's express permission, whether directly or indirectly through a third
23 party, intermediary, or proxy, including any data collected using the software identified in Exhibit
24 1.

25 4. hiQ shall notify all current, former, and future officers of the existence of this
26 Injunction and provide a copy of this Injunction to each of them no later than five (5) business
27 days after the entry of this Order or their first affiliation with hiQ, whichever comes first.

28 5. The Court retains continuing jurisdiction to enforce the terms of this Consent

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Judgment and Permanent Injunction and to address other matters arising out of or regarding this Consent Judgment and Permanent Injunction, including any allegations that the parties have failed to comply with their obligations as set forth in this Consent Judgment and Permanent Injunction, and the parties agree to submit to the Court’s jurisdiction for those purposes.

IT IS SO ORDERED & JUDGMENT IS ENTERED.

Dated:

HON. EDWARD M. CHEN
UNITED STATES DISTRICT JUDGE

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EXHIBIT 1

In addition to specific source code repositories and databases listed in **Table 1**, all source code, data, and information derived from LinkedIn stored in the following services must also be destroyed:

4. **Atlassian Cloud:** Jira and Confluence pages, including all attachments (e.g., weekly Turk reports).
5. **Splunk/Rancher (Scraping Logs):**
 - a. Splunk: All scraping logs stored in Splunk via Splunk Forwarding.
 - b. Rancher: All scraping logs stored via Rancher NFS.
6. **Other Databases:** Redis, Databricks, MySQL, Amazon Redshift, Apache Kafka.

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Source Code/Data	Type	Name
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		Science
		Data-pipeline
		MiFi
		WebTurk
Data ⁵	MongoDB Database	prod_db
		dev_db
		staging_db
		test_db
		central
		rawdata
		sci_cat
		sci_dog
		sci_demo
		pa_data
		sci_hris
		sci_training
		sci_purg
		data_archive
		sci_archive
		sci_amazon
		sci_amex
		fb_dec2015
		fb_dec2016
		fb_jun2016
		fb_mar2016
		fb_sep2016
		sci_facebook
	sci_wtf	
	sci_testdb	
	sci_sandbox	
	sci_omg	
	sci_lol	
	MongoDB Collection	scrapus
		scrapus2
		raw_scrapes
		scrapus_queue
		banned_proxy_details
cookies_for_proxies		
proxies		
li_parsed		
parsed_col		
li_dataset		
imputed_li_dataset		
risk_report		
skill_report		
keeper_releases		

⁴ All local “clones” of each repository (i.e., downloaded from GitHub) must also be destroyed in addition to the remote source code repositories hosted on GitHub.

⁵ Data archived to cloud backups (e.g., AWS Glacier) or downloaded locally (e.g., exported as JSON or BSON) must also be destroyed.

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		li_risk
		skills
		hiq_prediction
		actions
		cv_model
		cv_rules
		cv_trans
		personhood
		company
		li_company_parsed
		gone
		auto_li
		turk_li
		auto_LI
		turk_LI
		qa_turk
		client_rules
		no_list_collection
		profile_pics
		training
		li_profiles
		variables
		parsed
		imp_var
		comp_var
		comp_var_groups
		risk
		unknown
		group_meta
		pa_data
		pa_cleaned
		hris_parsed
		hris_profiles
		imputed_variables
		model_data_archive
	AWS S3 Bucket⁶	deng-datalake
		deng-datalake/side_bar
		deng_datalake/linkedin_scrapem
		deng-datalake-v2
		deng-datalake-v2/linkedin_scrapem
		deng-datalake-v2/blind_collection
		deng-datalake-v2/klarna_blind_collection
		deng-datalake-v2/klarna_scrapes
		deng-datalake-v2/klarna_companies
		deng-datalake-staging
		deng-datalake-dev
		deng-datalake-test
		deng-linkedin-html-till-aug-28-2017
		hiq-science
		crystal-ball-crawl-output
	linkedin-dir	

⁶ While the table includes specific sub-folders that were cited in hiQ’s source code (e.g., “deng-datalake/side_bar”), the full AWS S3 bucket (e.g., “deng-datalake”) must be destroyed.