

CLASS ACTION SETTLEMENT AGREEMENT

Plaintiffs and Class Representatives TopDevz, LLC and Noirefy, Inc. (“Plaintiffs”) and Defendant LinkedIn Corporation (“LinkedIn”) (collectively, the “Parties”), hereby enter into this Agreement which provides for the settlement and final resolution of the Action defined below, subject to the approval of the Court.

I. RECITALS

WHEREAS, Plaintiffs are named plaintiffs and proposed class representatives in the Action, which is a putative class action lawsuit against LinkedIn in the United States District Court for the Northern District of California captioned *In re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08234-SVK (N.D. Cal.), and in the United States Court of Appeals for the Ninth Circuit, Case No. 22-15118 (9th Cir.);

WHEREAS, the Action *In re LinkedIn Advertising Metrics Litigation* comprises two consolidated lawsuits: *TopDevz, LLC et al. v. LinkedIn Corp.*, Case No. 5:20-cv-08234-SVK (N.D. Cal.) (initially filed on November 25, 2020), and *Synergy RX PBM LLC v. LinkedIn Corp.*, Case No. 5:21-cv-0513-SVK (initially filed on January 21, 2021);

WHEREAS, the Court consolidated the two lawsuits for all purposes on February 24, 2021, and re-captioned the Action *In re LinkedIn Advertising Metrics Litigation* (ECF No. 52¹);

WHEREAS, the Plaintiffs in the Action and their counsel have worked together cooperatively to prosecute the action on their own behalf and on behalf of proposed class members;

WHEREAS, the nature of the action is detailed in the Second Amended Class Action Complaint (ECF No. 89), which alleges, among other things, that due to software bugs, bot activity, false clicks and other causes, LinkedIn advertisers pay for non-genuine engagement;

WHEREAS, Plaintiffs assert claims for false advertising under Cal. Bus. & Prof. Code §§ 17500, *et seq.*; unfair competition under Cal. Bus. & Prof. Code §§ 17500, *et seq.*; breach of the implied duty to perform with reasonable care; and breach of the implied covenant of good faith and fair dealing;

WHEREAS, LinkedIn denies that Plaintiffs’ claims are meritorious, denies that it is liable to Plaintiffs or any member of the Settlement Class for any of the matters asserted in the Action, and disputes that Plaintiffs may obtain certification of any class for litigation purposes;

WHEREAS, the Parties briefed three motions to dismiss filed by LinkedIn, which ultimately led to the Court dismissing Plaintiffs’ claims with prejudice and granting judgment for LinkedIn (ECF No. 104 and 105), which judgment Plaintiffs appealed to the Ninth Circuit (ECF No. 106);

WHEREAS, in addition to their efforts devoted to prosecuting and defending the Action, the Parties have explored and discussed at length the factual and legal issues raised in the Action;

¹ All docket entries herein refer to *In re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08234-SVK (N.D. Cal.).

WHEREAS, while the case was on appeal, the Parties engaged in arms-length settlement discussions, including a full-day, in-person session with Mediator Randall W. Wulff on March 31, 2023, and additional sessions through the Ninth Circuit Mediation Program;

WHEREAS, with the Mediators' assistance, the Parties reached agreement to resolve the Action and subsequently memorialized the terms of their settlement in this Agreement, including the attached exhibits;

WHEREAS, Plaintiffs, by and through Plaintiffs' Counsel, have (a) made a thorough investigation of the facts and circumstances surrounding the allegations in the Action; (b) investigated the claims asserted in the Action, including but not limited to by (i) researching, reviewing, and analyzing industry data, information, and public reports; (ii) collaborating with and interviewing witness(es), consultants, and experts; (iii) reviewing and producing discovery; and (iv) investigating the law applicable to the claims asserted in the Action, including the defenses that would likely be asserted;

WHEREAS, Plaintiffs' Counsel are experienced in this type of litigation, recognize the costs and risk of continued prosecution of the Action, and believe that it is in Plaintiffs' and all Settlement Class Members' interest to resolve this Action as set forth herein;

WHEREAS, LinkedIn has concluded that settlement is desirable to resolve, finally and completely, all pending and potential claims of Plaintiffs and all Settlement Class Members relating to the alleged practices at issue;

WHEREAS, the Parties believe that this Agreement offers significant benefits to Settlement Class Members and is fair, reasonable, adequate, and in the best interest of Settlement Class Members;

WHEREAS, as part of the settlement, LinkedIn has voluntarily agreed to make certain changes to its Ads Agreement;

WHEREAS, by executing this Agreement, and as a material condition of the settlement, the Parties intend to settle and dispose of, fully and completely, both individually and on a classwide basis, all claims, demands, and causes of action arising from or related to the conduct alleged in the Action, as more fully set forth in this Agreement.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties, as follows:

II. DEFINITIONS

As used throughout this Agreement, the following words and terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

1. "Action" means *In re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08234-SVK (N.D. Cal.), which was filed in the United States District Court for the Northern District of California, including both of the underlying consolidated cases referenced above, as well as the appeal of those consolidated cases in the United States Court of Appeals for the Ninth Circuit, Case No. 22-15118 (9th Cir.).

2. "Administrative Expenses" means all expenses incurred in the administration of this Settlement, including, without limitation, all expenses or costs associated with providing

Class Notice, locating Settlement Class Members, determining the eligibility of any person to be a Settlement Class Member, and administering, calculating and distributing the Net Settlement Sum to Settlement Class Members. Administrative expenses also include all taxes and third-party fees and expenses incurred by the Settlement Administrator in administering the terms of this Agreement.

3. “Agreement” means this Settlement Agreement, including, without limitation, all of the attached exhibits.

4. “Audited Metrics” means the Click Metrics and Impression Metrics, provided, however, that if, during the period covered by Section VI of this Agreement, LinkedIn stops using any of the Click Metrics or Impression Metrics to track engagements with LinkedIn Advertising, then LinkedIn may select an alternative metric or metrics (if applicable) that it then uses for that purpose, which shall then be deemed an Audited Metric for all purposes under this Agreement.

5. “Class Notice” or “Class Notices” refers to the notice or notices to be sent to Settlement Class Members, which shall be substantially in the form attached hereto as Exhibit A-1.

6. “Class Counsel” means the law firms of Keller Postman LLC and Romanucci & Blandin, LLC.

7. “Click Metrics” means the metrics that LinkedIn currently uses to track clicks on LinkedIn Advertising that are referred to as “MRC Net Clicks” and “MRC Gross Clicks” on LinkedIn’s Campaign Manager platform.

8. “Class Period” means January 1, 2015, through May 31, 2023.

9. “Court” refers to the U.S. District Court presiding over this Action, the United States District Court for the Northern District of California.

10. “*Cy Pres* Recipient” means Consumer Federation of America, or such other entity as the parties may agree, subject to approval by the Court.

11. “Defendant” means (i) LinkedIn Corporation and its parent, subsidiaries, and affiliates, including any other legal entities, whether foreign or domestic, that are owned or controlled by, or under common ownership or control with LinkedIn, and (ii) the shareholders, officers, directors, members, agents, employees, representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and assigns of the entities in Part (i) of this definition.

12. “Defense Counsel” means the law firm of Kecker, Van Nest & Peters LLP.

13. “Effective Date” means the earliest date on which all of the events and conditions specified in Section XIII herein have occurred or have been met.

14. “Escrow Account” means the escrow account managed by the Settlement Administrator or its duly appointed agent(s), with the account to be held for the benefit of the Settlement Class, Plaintiffs, and Plaintiffs’ Counsel.

15. “Final Approval Hearing” means the hearing at which the Court evaluates whether to enter a Final Approval Order.

16. “Final Approval Order” means the Court order entered under Federal Rule of Civil Procedure 23(e)(2) approving this Agreement and the Parties’ Settlement, certifying the Settlement Class under Rule 23(a) and (b), and appointing Class Counsel under Rule 23(g).

17. “Impression Metrics” means the metrics that LinkedIn currently uses to track impressions on LinkedIn Advertising that are referred to as “MRC Net Impressions” and “MRC Gross Impressions” on LinkedIn’s Campaign Manager platform.

18. “LinkedIn Advertising” means advertising offered or purchased through LinkedIn Marketing Solutions.

19. “LinkedIn Released Parties” means Defendant and its officers, directors, legal representatives, successors, subsidiaries, and assigns.

20. “MRC” means The Media Rating Council, an independent non-profit organization that audits and accredits media measurement products and data sources.

21. “Net Settlement Sum” means the Settlement Amount less all of the following: (i) Administrative Expenses; (ii) Plaintiffs’ Counsel’s attorneys’ fees; (iii) reimbursement of Plaintiffs’ Counsel’s litigation expenses; (iv) the service award payments to the class representatives; and (v) any federal or state tax on any income earned by the Settlement Amount after it is deposited into the Escrow Account.

22. “Objection/Exclusion Deadline” shall mean the deadline set by the Court for receipt of objections or requests for exclusions, which shall be no earlier than thirty-five (35) days after the deadline for Plaintiffs’ petition for attorneys’ fees and any incentive award, see Section X.1.

23. “Plaintiffs” means TopDevz, LLC and Noirefy, Inc.

24. “Plaintiffs’ Counsel” means Class Counsel and the law firms of Pomerantz LLP and Wohl & Fruchter LLP.

25. “Preliminary Approval Order” means the order that the Court enters under Federal Rule of Civil Procedure 23(e)(1), directing Notice to all Settlement Class Members based on the Parties’ showing that the Court will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the Settlement Class for purposes of judgment on the proposal.

26. “Settlement” means the resolution of this Action as provided for and effectuated by this Agreement.

27. “Settlement Administrator” refers to A.B. Data, Ltd., or such other administrator that the Parties select and the Court approves.

28. “Settlement Amount” means the amount of six million, six hundred twenty five thousand dollars (\$6,625,000.00).

29. “Settlement Class” means all U.S. advertisers who purchased LinkedIn Advertising during the Class Period. Excluded from the Settlement Class are LinkedIn; any entity in which LinkedIn has a controlling interest; LinkedIn’s officers, directors, legal representatives, successors, subsidiaries, and assigns; any advertiser who timely files a request for exclusion; and any judge to whom this case is assigned, his or her spouse, and all persons within the third degree of relationship to either of them, as well as the spouses of such persons.

30. “Settlement Class List” means a list of all LinkedIn accounts satisfying the proposed Settlement Class definition, which LinkedIn will compile based on a good faith review of its records and provide to the Settlement Administrator.

31. “Settlement Class Member” refers to any person or entity who falls within the definition of the Settlement Class and who does not validly exclude themselves from the Settlement Class pursuant to the procedure set forth in the Preliminary Approval Order.

III. CERTIFICATION OF SETTLEMENT CLASS

1. Within fourteen (14) days after the Parties agree on how the Net Settlement Sum will be distributed to class members, see Section V.4 below, the Parties will file with the Court a joint motion to vacate the judgment pursuant to Fed. R. Civ. P. 60(b), for the sole purpose of obtaining the Court’s approval of this Settlement. If the Court declines to vacate the judgment, the Parties will work together in good faith to identify and implement an alternative procedure to allow them to present this Agreement to the Court for approval.

2. Promptly following and no later than twenty-one (21) days after the Court’s vacatur of the judgment (or following such other process as the Parties mutually select to present this Agreement for approval), and as part of the settlement approval process contemplated in Federal Rule of Civil Procedure 23(e), the Parties shall cooperate to seek certification of the Settlement Class under Federal Rule of Civil Procedure 23(a) and (b), including the appointment of Class Counsel under Federal Rule of Civil Procedure 23(g).

3. In entering into this Agreement, LinkedIn does not concede that certification of a litigation class would have been appropriate in this Action. LinkedIn’s agreement to certification for settlement purposes does not constitute an admission of wrongdoing, fault, liability, or damage of any kind to Class Representatives or any of the provisional Settlement Class Members. LinkedIn is entering into this Agreement to eliminate the burdens, distractions, expense, and uncertainty of further litigation.

4. If the Court does not enter a Final Approval Order (or if a Final Approval Order is reversed on appeal), all of LinkedIn’s defenses to class certification will be preserved, and Plaintiffs and Plaintiffs’ Counsel will be precluded from using anything in this Agreement or the Court’s certification of the Settlement Class to suggest that a litigation class should be certified.

IV. APPOINTMENT OF SETTLEMENT ADMINISTRATOR

1. As part of the settlement approval process contemplated in Federal Rule of Civil Procedure 23(e), the Parties shall request that the District Court appoint the Settlement Administrator.

2. The Settlement Administrator will be required to agree to all terms and conditions of this Agreement relating to the administration of the Settlement.

3. The Settlement Administrator will be responsible for administering the Settlement, which will include, among other tasks:

- a. Disseminating Class Notice consistent with Section VII;
- b. Calculating the amount owed to Class Members under the terms of this Settlement;

- c. Administering the Settlement Amount, including distributing payments to Class Members consistent with this Agreement;
- d. Preparing tax returns and paying taxes as necessary;
- e. Paying to Class Counsel the Court-approved attorneys' fees, litigation expense reimbursements, and class representative service awards;
- f. Preparing and providing any declarations or reports requested by the Parties, required by this Agreement, or required by the Court; and
- g. Responding to inquiries and requests from Class Members.

V. COMPENSATION TO BE PAID TO SETTLEMENT CLASS MEMBERS

1. Subject to the terms of this Agreement, and in consideration for the releases and other consideration provided for in this Agreement, LinkedIn will pay the Settlement Amount as follows: (i) no later than fourteen (14) business days after entry of the Preliminary Approval Order and LinkedIn's receipt of appropriate wiring instructions from the Settlement Administrator, LinkedIn shall cause to be wired \$500,000 (five-hundred thousand dollars) into the Escrow Account to cover reasonable Administrative Expenses incurred prior to entry of the Final Approval Order; and (ii) no later than thirty (30) days after the Effective Date, LinkedIn shall cause to be wired the balance of the Settlement Amount, \$6,125,000 (six million, one hundred twenty five thousand dollars), into the Settlement Escrow Account. No amounts from the Settlement Escrow Account may be withdrawn unless (i) expressly authorized by the Settlement Agreement or (ii) approved by the Court. The Settlement Administrator shall provide Class Counsel and LinkedIn with notice of any withdrawal or other payment the Settlement Administrator proposes to make from the Settlement Escrow Account before the Effective Date at least five (5) business days prior to making such withdrawal or payment. Prior to the Effective Date, Class Counsel and LinkedIn may jointly authorize the payment of actual reasonable Administrative Expenses from the Settlement Escrow Account without further order of the Court.

2. No later than sixty (60) days after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Sum to Settlement Class Members.

3. Payments to Settlement Class Members shall be made by each Settlement Class Member receiving a pro rata portion of the Net Settlement Sum directly proportionate to that Settlement Class Member's expenditure on LinkedIn Advertising during the Class Period, as reflected in the Settlement Class List. The minimum recovery for each Settlement Class Member will be one cent.

4. The Parties agree to negotiate in good faith and ultimately determine, with input from the Settlement Administrator, how to distribute the Settlement Class Members' pro rata portions of the Net Settlement Sum, including but not limited to considering the issuance of LinkedIn ad services credits, virtual payments such as virtual debit cards, or written checks. Notwithstanding the foregoing, if the Parties later jointly agree that previously agreed-upon payment methods will be excessively burdensome, expensive, or impractical with respect to some or all Settlement Class Members, they may agree on one or more alternative methods, provided that they shall notify the Court if they do so.

5. Each Settlement Class Member will be responsible for remitting to federal, state, and local taxing authorities any taxes that may be due and owing as a result of his or her receipt of a payment under the Settlement. Settlement Class Members will hold Plaintiffs' Counsel, the Parties, and Defense Counsel harmless and indemnify each of them for any liabilities, costs, and expenses, including attorneys' fees, caused by any such taxing authority relating in any way to the tax treatment of the payment of the Net Settlement Sum to the Settlement Class.

6. To the extent any unpaid or undistributed part of the Settlement Amount is held by the Settlement Administrator at the completion of the administration of the Settlement, it shall be distributed to the *Cy Pres* Recipient. Subject to Section XV.6. below, in no event shall any of the Settlement Amount be paid to or revert to LinkedIn.

7. Any and all payments provided for or contemplated by this Agreement (including, without limitation, all payments to Settlement Class Members, payments of attorneys' fees and reimbursement of litigation expenses to Class Counsel, payment of Administration Expenses, and payment of class representative service awards) will be made from the Settlement Amount. Under no circumstances will LinkedIn be required to pay as part of the Settlement any more than the Settlement Amount, and under no circumstances will Plaintiffs' Counsel be required to pay any part of the Settlement Amount, including Administration Expenses.

8. The Settlement Administrator's determination as to the monetary award that should be paid to each Settlement Class Member shall be final and not subject to review by, or appeal to, any court, mediator, arbitrator or other judicial body, including without limitation this Court. As will be reflected in the Final Approval Order, Plaintiffs, Plaintiffs' Counsel, Defendant, and Defense Counsel shall have no responsibility, and may not be held liable, for any determination reached by the Settlement Administrator.

VI. INJUNCTIVE RELIEF

1. To the extent that LinkedIn operates the LinkedIn Advertising business in substantially the same form to provide substantially the same services as on the date this Agreement was executed, LinkedIn shall, for a period beginning with the execution of this Agreement and continuing until two years from the Final Approval Order or until the Settlement is not approved by the Court or otherwise not consummated for any reason, use commercially reasonable efforts to engage a reputable third party to audit the Audited Metrics. Nothing in this Agreement shall require LinkedIn to use any specific third-party auditor or accreditation agency, nor shall LinkedIn be prohibited from terminating a relationship with any particular auditor or accreditation agency, as long as it engages a new auditor or accreditation agency within a reasonable time after such termination. For the avoidance of doubt, using commercially reasonable efforts to pursue or maintain any MRC accreditation with respect to the Audited Metrics shall satisfy LinkedIn's obligations under this section. Furthermore, if this Settlement is not consummated for any reason, including but not limited to Court disapproval of the Settlement, LinkedIn shall have no ongoing obligations under this section.

VII. NOTICE TO THE SETTLEMENT CLASS

1. The Settlement Class List shall be used to ensure Class Notice is appropriately disseminated to the Settlement Class.

2. LinkedIn shall, to the extent it possesses the information and can identify it through commercially reasonable means, provide the Settlement Administrator with the Settlement Class List, including the individual's or entity's (i) name, (ii) associated email address, (iii) associated billing address, and (iv) the total amount he/she/it spent on LinkedIn Advertising during the Settlement Class Period.

3. LinkedIn will compile the Settlement Class List as described in the preceding paragraph and provide it to the Settlement Administrator within seven (7) days after the Court enters a Preliminary Approval Order.

4. The contents of the Settlement Class List shall not be used for any purpose other than for providing the Class Notice and settlement distribution as described in this Agreement, and the contents of the Settlement Class List shall be treated as private and confidential information and not disseminated, in any manner, to anyone other than the Settlement Administrator. The Parties agree to cooperate to seek any order by the Court that is necessary to ensure that the Settlement Class List be treated as private, confidential, and proprietary. No later than sixty (60) days after all funds from the Settlement Amount have been distributed, the Settlement Administrator shall destroy the Settlement Class List, and shall file a declaration with the Court certifying that such information was destroyed.

5. No later than twenty one (21) days after the issuance of a Preliminary Approval Order, the Settlement Administrator shall send the Class Notice to all Settlement Class Members via their associated email addresses listed in the Settlement Class List.

6. For all Settlement Class Members for whom the emailed Class Notice is returned without forwarding address information, the Settlement Administrator shall send the Class Notice by mail to the mailing address (if any) in the Settlement Class List. If there is no mailing address in the Settlement Class List, or if the mail is returned as undeliverable without a forwarding address, the Settlement Administrator shall use reasonable skip tracing techniques to locate an updated email or physical mailing address to provide notice to the best-known address resulting from that search.

7. The Settlement Administrator shall, on a weekly basis, report to the Parties the number of notices originally emailed to Settlement Class Members, the number of notices initially returned as undeliverable, the number of additional notices emailed or mailed after an advanced address search, and the number of those additional notices returned as undeliverable. During the administration of the Settlement, the Settlement Administrator shall also be responsible for maintaining a current Settlement Class List with updated email and mailing addresses.

8. During the administration of the Settlement, the Settlement Administrator shall set up and maintain a website at a URL mutually agreeable to the Parties where the Settlement Administrator will post the long-form Settlement notice (substantially in the form attached as Exhibit A-2); a copy of this Agreement; the motion and all supporting papers requesting entry of a Preliminary Approval Order; the Preliminary Approval Order; the motion and all supporting papers requesting entry of a Final Approval Order; any motion and all supporting papers requesting payment of attorneys' fees, litigation cost reimbursements, and class representative service awards; and any other documents or information jointly requested by the Parties. The website will also list the date of the Final Approval Hearing. In addition, the website will provide potential Class Members an option to direct the distribution of their recovery, if applicable.

9. The Class Notice will list the URL for the settlement website described in the preceding paragraph as well as a toll-free number for Settlement Class Members to call to request a paper copy of the long-form notice or other pertinent information.

10. No later than fourteen (14) days before the Final Approval Hearing, the Settlement Administrator will submit a declaration attesting to the dissemination of Notice consistent with this Agreement.

11. The Parties agree that the notice plan set forth in this section constitutes the best notice practicable under the circumstances for the Settlement Class.

12. The Settlement Administrator will serve the notice of settlement required by 28 U.S.C. § 1715 within ten (10) days of the filing of the motion seeking a Preliminary Approval Order. No later than seven (7) days before the Final Approval Hearing, the Settlement Administrator will file a declaration attesting to its compliance with this provision.

VIII. REQUESTS FOR EXCLUSION

1. The provisions of this section shall apply to any request by any person or entity who falls within the defined Settlement Class for exclusion from the Settlement Class.

2. Any such person or entity may request exclusion by submitting such request in writing as set forth in the Class Notice.

3. Any request for exclusion must be received not later than the Objection/Exclusion Deadline.

4. Any request for exclusion shall (i) state the person or entity's full name, current address, one or more email addresses associated with the Settlement Class Member's LinkedIn Advertising account, and the LinkedIn Advertising account identification number(s) for which the exclusion is requested, and (ii) specifically and clearly state his/her/its desire to be excluded from the Settlement and from the Settlement Class.

5. Failure to comply with these requirements and to timely submit the request for exclusion will result in the person or entity being bound by the terms of the Settlement Agreement.

6. Any person or entity who submits a timely request for exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Agreement.

7. Not later than ten (10) days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide to Class Counsel and Defense Counsel a complete exclusion list together with copies of the exclusion requests.

8. LinkedIn shall have the right to withdraw from the Settlement, upon written notice to Class Counsel at any time before issuance of the Final Approval Order, if the U.S. LinkedIn Advertising revenue during the Class Period that is attributable to those who excluded themselves from the Settlement Class is equal to or greater than ten percent (10%) of the total U.S. LinkedIn Advertising revenues during the Class Period.

IX. PROCEDURE FOR OBJECTIONS

1. Any Settlement Class Members who do not exclude themselves and wish to comment on or object to the Settlement must do so in accordance with the terms of this Section IX and the Preliminary Approval Order.

2. Settlement Class Members who fail to submit written objections that are both timely and in full compliance with the requirements of this Section will be deemed to have waived their objections to the Settlement and will be foreclosed and barred forever from making any objection (whether by appeal or otherwise) to the Settlement.

3. To object, the Settlement Class Member must submit to the Court a letter or filing that is received no later than the Objection/Exclusion Deadline and that contains the following:

- a. The name and case number of this Action, *In re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08234-SVK (N.D. Cal.);
- b. The Settlement Class Member's full name, mailing address, one or more email addresses associated with the Settlement Class Member's advertising account, telephone number, and LinkedIn advertising account identification number;
- c. If objecting, the Settlement Class Member must state whether the objection applies only to the objector, or to a specific subset of the Class, or to the entire Class;
- d. All reasons for the objection;
- e. A statement identifying the number of class action settlements the Settlement Class Member or their attorney has objected to or commented on in the last five years;
- f. Whether the Settlement Class Member intends to personally appear at the Final Approval Hearing;
- g. The name and contact information of any and all attorneys representing, advising, or assisting the Settlement Class Member, including any counsel who may be entitled to compensation for any reason related to the objection;
- h. Whether any attorney will appear on the Settlement Class Member's behalf at the Final Approval Hearing, and if so the identity of that attorney; and
- i. The signature of the Settlement Class Member or an authorized representative of the Settlement Class Member.

4. Any lawyer representing or assisting an objecting Settlement Class Member must: (a) file a notice of appearance with the Court by the date set forth in the Preliminary Approval Order; (b) file a sworn declaration attesting to representation of each Settlement Class Member on whose behalf the lawyer has acted or will be acting; and (c) comply (and ensure their client's compliance) with each of the above requirements.

5. No Settlement Class Member will be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) unless their timely objection states their intention to appear at the Final Approval Hearing.

X. ATTORNEYS' FEES, REIMBURSEMENT OF LITIGATION EXPENSES, AND CLASS REPRESENTATIVE SERVICE AWARDS

1. Class Counsel will file with the Court an application for an award of attorneys' fees, reimbursement of litigation expenses, and class representative service awards no later than twenty-one (21) days after the entry of the Preliminary Approval Order.

2. Any award of attorneys' fees and reimbursement of litigation expenses that the Court approves will be paid from the Settlement Amount within forty-five (45) days after the Effective Date by means of a wire transfer by the Settlement Administrator to an account or accounts that Class Counsel designates.

3. Attorneys' fees and expenses awarded by the Court shall be allocated among Plaintiffs' Counsel in a manner that, in Class Counsel's opinion, fairly compensates them for their respective contribution to the progress of and results obtained in the Litigation.

4. The Settlement Administrator will pay any Court-approved service awards to the class representatives no later than forty-five (45) days after the Effective Date making a payment in the approved amount payable to the recipient. The Settlement Administrator will include with each service payment a Form 1099 to the extent such form is required.

XI. MOTION FOR PRELIMINARY APPROVAL

1. The Parties acknowledge that prompt approval, consummation, and implementation of this Settlement are essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and information reasonably necessary or appropriate to carry out the terms of this Settlement and the transactions contemplated hereby.

2. Plaintiffs will file a motion requesting the Court enter a Preliminary Approval Order, which will accomplish the following, among other matters:

- a. Find that the requirements of the Federal Rule of Civil Procedure 23(e)(1) have been satisfied such that the Court will likely be able to approve the Settlement under Rule 23(e)(2) and certify the Settlement Class for purposes of judgment on the proposal;
- b. Find that the procedures set forth in this Agreement, including the dissemination of Class Notice, satisfy the requirements of due process and applicable law and procedure, and approve that manner of providing notice to the Settlement Class;
- c. Set a deadline for requesting exclusion from or objecting to the Settlement; and
- d. Set a date and time for the Final Approval Hearing at which the Court will finally determine the fairness, reasonableness, and adequacy of the proposed Settlement.

XII. FINAL APPROVAL HEARING AND FINAL APPROVAL ORDER

1. A Final Approval Hearing will be held on a date approved by the Court no earlier than ninety (90) days after the Settlement Administrator completes serving the notices required by 28 U.S.C. § 1715. The date, time, and place of the Final Fairness and Approval Hearing will be

set forth in the Class Notice and the Preliminary Approval Order, which will both further note that the date and time are subject to change, and that any change will be noted on the Settlement Website.

2. Class Counsel shall move, before the Final Approval Hearing, for entry of a Final Approval Order that, among other things, will:

- a. Approve this Agreement without modification (except insofar as agreed upon by the Parties) as fair, reasonable, and adequate to, and in the best interest of, the Settlement Class, and direct its implementation according to its terms;
- b. Find that the form and manner of Class Notice implemented pursuant to this Agreement (i) constitutes reasonable and the best practicable notice; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action, the terms of the proposed Settlement, the right to object to or exclude themselves from the proposed Settlement, and the right to appear at the Final Approval Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (iv) meets the requirements of federal due process, the Federal Rules of Civil Procedure, and any other applicable state and/or federal laws;
- c. Find that all Settlement Class Members except those who have properly excluded themselves will be bound by this Settlement and Agreement, including the release provisions and covenants not to sue;
- d. Direct that judgment be entered immediately dismissing with prejudice all individual and class claims asserted in the Action and ruling that no costs or fees be assessed on any Party beyond the attorneys' fees and expenses provided for in this Agreement;
- e. Incorporate the releases and covenants not to sue and forever bar any claims, causes of action, or liabilities by Settlement Class Members that have been released by reason of this Agreement;
- f. Approve the payments provided for in this Agreement to the Settlement Class Members and the service awards to Plaintiffs and make any necessary findings with regard to these approvals;
- g. Approve the award of attorneys' fees and reimbursement of litigation costs to be paid to Class Counsel and make any necessary findings with regard to those approvals; and
- h. Retain jurisdiction of all matters relating to the interpretation, administration, implementation, and enforcement of this Agreement.

XIII. EFFECTIVE DATE AND TERMINATION

1. This Agreement shall become final and effective on the earliest date on which all of the following events and conditions have occurred or have been met:

- a. Defendant and Class Counsel have executed this Settlement;

- b. No Party has timely availed itself of any right provided by this Agreement to terminate this Agreement;
 - c. The Court has entered judgment, following notice to the Settlement Class and the Fairness Hearing, finally approving this Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action with prejudice as to all Settlement Class Members; and
 - d. The time for appeal or to seek permission to appeal from the Judgment has expired or, if appealed, approval of this Agreement and the judgment has been affirmed in its entirety by the court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.
2. If this Settlement Agreement is terminated pursuant to its terms, disapproved by any court (including any appellate court), and/or not consummated for any reason:
- a. The order certifying the Settlement Class for purposes of effectuating the Settlement, and all preliminary and/or final findings regarding that class certification order, shall be automatically vacated upon notice of the same to the Court;
 - b. The Action shall proceed as though the Settlement Class had never been certified pursuant to this Settlement Agreement and such findings had never been made, and the Action shall return to the procedural posture on March 30, 2023. No Party nor counsel shall refer to or invoke the vacated findings and/or order relating to class settlement or Rule 23 of the Federal Rules of Civil Procedure if this Settlement Agreement is not consummated and the Action is later litigated and contested by LinkedIn under Rule 23 of the Federal Rules of Civil Procedure.

XIV. RELEASE

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs and each Settlement Class Member, on behalf of themselves, their current, former, and future heirs, executors, administrators, successors, attorneys, insurers, agents, representatives, and assigns, fully and forever release, acquit, and discharge the LinkedIn Released Parties, collectively, separately, individually and severally, from, and covenant not to sue for, any and all claims, demands, rights, liabilities, grievances, damages, remedies, liquidated damages, punitive damages, attorneys' fees, penalties, losses, actions, and causes of action of every nature and description whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, whether in tort, contract, statute, rule, ordinance, order, regulation, common law, public policy, equity, or otherwise, whether class, representative, individual or otherwise in nature, that arise from or relate to the facts, activities or circumstances alleged in the Action, including without limitation any claim alleging that LinkedIn charged advertisers based on miscalculated or incorrect metrics, or on clicks, impressions, views, or other actions that were not genuine and/or caused by bots, fraudulent activity, or other non-genuine engagement or activity ("Released Claims"). It is expressly intended and understood by the Parties that this

Agreement is to be construed as a complete settlement, accord, and satisfaction of the Released Claims.

2. With respect to the Released Claims, Plaintiffs and Settlement Class Members will be deemed to have, and by operation of the Final Approval Order will have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, and any other similar provision under federal or state law that purports to limit the scope of a general release. California Civil Code section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

XV. MISCELLANEOUS

1. No admission. LinkedIn denies any and all claims alleged in the Action and all wrongdoing whatsoever. This Agreement is neither a concession nor an admission, and will not be used against LinkedIn as an admission or indication with respect to any claim of any fault, concession or omission by LinkedIn. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Agreement, will in any event be:

- a. construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to LinkedIn, including, but not limited to, evidence of a presumption, concession, indication or admission by LinkedIn of any liability, fault, wrongdoing, omission, concession or damage; or
- b. disclosed, referred to or offered or received in evidence against LinkedIn in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding, except for purposes of settling the Action pursuant to this Agreement or enforcing this Agreement.

2. Jurisdiction and Choice of Law. The Parties hereby irrevocably submit to the jurisdiction of the United States District Court for the Northern District of California for any dispute arising out of or relating to this Agreement, the applicability of this Agreement, or the enforcement of this Agreement. All questions with respect to the construction of this Agreement and the rights and liabilities of the Parties will be governed by the laws of the State of California applicable to agreements to be wholly performed within the State of California.

3. Good faith. The Parties, their successors and assigns, and their counsel will cooperate fully with one another and undertake all steps necessary to effectuate the terms and conditions of this Agreement. The Parties agree to use good faith in resolving any disputes that may arise in the implementation of the terms of this Agreement. The Parties and their respective attorneys will not seek to solicit or otherwise encourage any person to exclude himself or herself

from the Settlement Class, object to the Settlement, or appeal from any order or judgment of the Court that is consistent with the terms of this Agreement.

4. No waivers. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any prior or subsequent breach of this Agreement.

5. Notice of breach. If one Party to this Agreement considers the other to be in breach of its obligations under this Agreement, that Party must provide the allegedly breaching Party written notice of the alleged breach and reasonable opportunity to cure the breach before taking any action to enforce any rights under this Agreement.

6. Nullification. As provided in Section XIII.2, if (a) the Court does not enter the Preliminary Approval Order or the Final Approval Order, or (b) the Settlement does not become final for any other reason, this Agreement will be null and void and any order or judgment entered by the Court in furtherance of this Settlement will be treated as void *ab initio*. In such event, the Parties will proceed in all respects as if this Agreement had not been executed, and within five (5) business days of such event, the Parties shall cause the Settlement Escrow Fund to be returned to LinkedIn, less any reasonable Administrative Expenses (including taxes) actually incurred and paid, payable, or due from the Settlement Amount.

7. Modifications Suggested by the Court. If the Court suggests any modifications to the Agreement or conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to the Settlement Class Members, or the cost to or burden on LinkedIn, Plaintiffs, or Plaintiffs' Counsel, or the content or extent of Notices required to Settlement Class Members, or the scope of any of the releases contemplated in this Agreement. If the Court orders or proposes such additions or modifications, the Parties will each have the right to terminate the Settlement Agreement within seven (7) days from the date of the Court's order or proposal. If either party elects to terminate the Settlement Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio* and the provisions of XIII.2 will apply.

8. Representations and Warranties. Class Counsel represents that: (1) they are authorized by the Plaintiffs to enter into this Agreement; (2) they are seeking to protect the interests of the Settlement Class; and (3) they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Action or any related action, and they further represent and warrant that they know of no such assignments or transfers on the part of any Settlement Class Member. LinkedIn represents and warrants that the individual(s) executing this Agreement are authorized to enter into this Agreement on behalf LinkedIn.

9. Own Counsel. Each Party acknowledges that it has been represented by attorneys of its own choice throughout all of the negotiations that preceded the execution of this Agreement and in connection with the preparation and execution of this Agreement.

10. Mistake. In entering and making this Agreement, the Parties assume the risk of any mistake of fact or law. If the Parties, or any of them, should later discover that any fact they relied upon in entering into this Agreement is not true, or that their understanding of the facts or law was incorrect, the Parties shall not be entitled to seek rescission of this Agreement, or

otherwise attack the validity of the Agreement, based on any such mistake. This Agreement is intended to be final and binding upon the Parties regardless of any mistake of fact or law.

11. Notice. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement (other than notice to Settlement Class Members) will be in writing and will be delivered by email and/or by next-day express mail (excluding Saturday, Sunday, and federal holidays):

If to Class Counsel then:

Nick Larry
Keller Postman LLC
150 N. Riverside Plaza, Suite 4100
Chicago, IL 60606

If to LinkedIn then:

David J. Silbert
Keker, Van Nest & Peters LLP
633 Battery Street
San Francisco, CA 94111-1809

12. Exhibits. The exhibits attached to this Agreement are hereby incorporated by reference as though set forth fully herein and are a material part of this Agreement. Any notice, order, judgment, or other exhibit that requires approval of the Court must be approved without material alteration from its current form in order for this Agreement to become effective. Pursuant to Section V.4, the Parties will agree on how to distribute pro rata portions of the Net Settlement Sum to Settlement Class Members at a later date, and once they do, they agree to add a description of their agreed-upon distribution method to Section 10 of the Class Notice and long-form Settlement notice (substantially in the forms attached as Exhibits A-1 and A-2) before the notices are submitted to the Court for approval.

13. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written agreements and discussions. Each Party covenants that it has not entered in this Agreement as a result of any representation, agreement, inducement, or coercion, except to the extent specifically provided herein. Each Party further covenants that the consideration recited herein is the only consideration for entering into this Agreement and that no promises or representations of another or further consideration have been made by any person. This Agreement may be amended only by an agreement in writing duly executed by all Parties; provided, however, that after entry of the Final Approval Order, the Parties may by written agreement effect such amendments, modifications, or expansions of this Agreement and its implementing documents (including all exhibits hereto) without further notice to the Settlement Class or approval by the Court if such changes are consistent with the Court's Final Approval Order and do not limit the rights of Settlement Class Members under this Agreement.

14. Drafting. Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same will not be construed against any Party as drafter of this Agreement.

15. Counterparts. This Agreement may be executed with an electronic or facsimile signature and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

16. Headings. The headings contained in this Agreement are for reference only and are not to be construed in any way as a part of the Agreement.

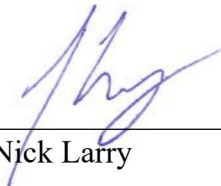
17. Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, assigns and successors-in-interest.

WHEREFORE, Plaintiffs, on their own behalf and on behalf of the Settlement Class Members and through Class Counsel, and LinkedIn, by itself or its duly authorized representatives and through counsel, have executed this Agreement as of the dates set forth below.

FOR PLAINTIFFS:

Dated: January 16, 2024

Keller Postman LLC

By 
Nick Larry

Dated: February ²⁷, 2024

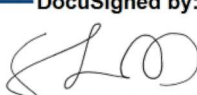

TOPDEVZ, LLC

DocuSigned by:

By 
Tyler Davis
Managing Member

Dated: January ^{16.00}, 2024

NOIREFY, INC.

DocuSigned by:

By 
Shaniqua Davis
CEO

FOR DEFENDANT

Dated: January 16, 2024

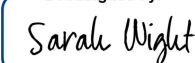
Keker Van Nest & Peters LLP



By _____
David J. Silbert

Dated: January 16, 2024

LinkedIn Corporation

DocuSigned by:

1D6361BED6DE477...

By _____
Sarah Wight
VP, Legal – Litigation, Competition,
and Enforcement

EXHIBIT A-1

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

United States District Court for the Northern District of California

A federal court authorized this notice. This is not a solicitation from a lawyer.

Are you a U.S. advertiser who purchased advertisements from LinkedIn Corporation between January 1, 2015, and May 31, 2023? If so, you could get a payment from a \$6.625 million class action settlement.

What is the lawsuit about? The lawsuit alleges that LinkedIn misrepresented how it calculates fees incurred by online advertisers who purchased advertisements through LinkedIn Marketing Solutions (“LMS”) and failed to adequately review the accuracy of its LMS advertising metrics, including forecasted metrics advertisers received in advance of ad purchases and performance metrics advertisers received after launching ad campaigns. The lawsuit further alleges that LinkedIn’s failure to adequately review its LMS advertising metrics caused LinkedIn to overcharge advertisers due to interactions with fraudulent and automated accounts, user-generated mistaken clicks, and technological errors. LinkedIn acknowledges that a small number of fraudulent and automated accounts may interact with LMS advertisements, that users may mistakenly click on advertisements, and that LinkedIn has had technological errors that have led to increased charges for some advertisers. But LinkedIn contends that it has thorough systems in place to minimize the impact of these issues that are in-line with and often exceed industry standards. LinkedIn denies that these issues resulted in LinkedIn charging advertisers improperly or that it breached its agreements with advertisers.

What are the settlement benefits? LinkedIn has agreed to pay \$6.625 million to resolve the lawsuit, from which at least \$4,763,875.06 is anticipated to be paid to class members. The class is made up of U.S. advertisers who purchased advertising through LMS. Each class member’s share will be based on the amount spent on LMS advertisements during the class period, which runs from January 1, 2015, to May 31, 2023. ***No action is needed to claim your money. It will be sent to you automatically unless you exclude yourself.*** [Insert summary of how class payments will be paid to class members]

What are my other options? If you want to pursue your own lawsuit against LinkedIn related to the allegations in this lawsuit and do not wish to be bound by the terms of the proposed class action settlement, you must exclude yourself to preserve your rights. If you’re a class member, you can ask the Court to deny approval by filing an objection, however the Court cannot change the terms of the settlement. ***The deadline to exclude yourself from or object to the settlement is [date].*** To exclude yourself from the settlement or object to it, you can find more information and the applicable procedures at www.xxxxxx.com.

Do I have a lawyer? Yes, the Court has appointed lawyers from the firms of Keller Postman LLC and Romanucci & Blandin, LLC. They represent you and the other Settlement Class Members. The lawyers will request to be paid from the total amount that LinkedIn agreed to pay to the class members. You can hire your own lawyer, but you'll need to pay that lawyer's legal fees if you do. The Court has also chosen TopDevz, LLC and Noirefy, Inc.—class members like you—to represent the Settlement Class.

Fairness Hearing: The Court will hold a hearing on [month], [day], [year], to consider whether to approve the settlement and a request by the attorneys representing all class members for up to \$1,656,250.00 for attorneys' fees, \$154,874.94 in cost reimbursements, and service awards of up to \$25,000 each for the class representatives for investigating the facts, litigating the case, and negotiating the settlement. You may ask to appear at the hearing, but you don't have to. If you plan on attending the fairness hearing, please check the settlement website, www.xxxxxxx.com, beforehand, as the date, time, or manner of the hearing is subject to change by Court order.

How do I get more information? This notice summarizes the proposed class action settlement. For the precise terms and conditions of the settlement, please see the long form notice and settlement agreement, both of which are available at www.xxxxxxx.com, by contacting Class Counsel at (312) 948-8472, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Room 2112, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

QUESTIONS? VISIT WWW.XXXXXXX.COM OR CALL (800) XXX-XXXX.
PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO
INQUIRE ABOUT THIS SETTLEMENT

EXHIBIT A-2

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA

If you bought advertising on LinkedIn, you could get a payment from a class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- LinkedIn Corporation (“LinkedIn”) has agreed to pay \$6.625 million to resolve a class action lawsuit brought on behalf of U.S. advertisers who purchased advertising through LinkedIn Marketing Solutions (“LMS”) between January 1, 2015, and May 31, 2023.
- The settlement resolves a lawsuit over whether LinkedIn acted unlawfully by misrepresenting how it calculates fees incurred by online advertisers and failing to adequately review its online advertising metrics for accuracy. The settlement avoids costs and risks to you from continuing the lawsuit; pays money to purchasers of advertising like you; and releases LinkedIn from liability.
- The attorneys representing all Class Members will file a request for attorneys’ fees, cost reimbursements, and service awards to the Class Representatives for investigating the facts, litigating the case, and negotiating the Settlement. If these fees, costs, and service awards are granted and after settlement administration expenses are paid, an estimated \$4,763,875.06 million will remain to be paid to Class Members.
- The two sides disagree on how much money could have been won if purchasers of LinkedIn’s LMS advertising won a trial. Plaintiffs estimate that the most the Class might recover at a trial is \$XXX million. That best-case scenario assumes Plaintiffs won an appeal of a trial court ruling dismissing their claims with prejudice, won class certification, survived summary judgment, overcame challenges to their experts and damages models, won at trial, and won post-trial appeals, all of which is difficult, expensive, and would likely take several more years. On top of that, a jury could find for the Plaintiffs but award less money than Plaintiffs request, including minimal or no money. For its part, LinkedIn believes that even if Plaintiffs had succeeded at trial, the alleged unlawful conduct did not cause any damages and so the Class would recover nothing.
- Read this notice carefully as your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against LinkedIn about the legal claims in this case.
OBJECT	Write to the Court about why you don’t like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get a payment. Give up rights to sue LinkedIn over the claims in this case.

QUESTIONS? CALL 1-800-000-0000 TOLL FREE, OR VISIT WWW. [REDACTED].COM

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and after appeals are resolved. Please be patient.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 4

1. Why did I get this notice package?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a settlement?

WHO IS IN THE SETTLEMENT..... PAGE 5

5. How do I know if I am part of the settlement?
6. Are there exceptions to being included?
7. I'm still not sure if I am included.

THE SETTLEMENT BENEFITS—WHAT YOU GET..... PAGE 5

8. What does the settlement provide?

HOW YOU GET A PAYMENT PAGE 6

9. How can I get a payment?
10. When would I get my payment?
11. What am I giving up to get a payment or stay in the Class?

EXCLUDING YOURSELF FROM THE SETTLEMENT..... PAGE 8

12. How do I get out of the settlement?
13. If I don't exclude myself, can I sue LinkedIn for the same thing later?
14. If I exclude myself, can I get money from this settlement?

THE LAWYERS REPRESENTING YOU..... PAGE 8

15. Do I have a lawyer in the case?
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OBJECTING TO THE SETTLEMENT..... PAGE 9

17. How do I tell the Court that I don't like the settlement?
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THE COURT'S FAIRNESS HEARING..... PAGE 10

19. When and where will the Court decide whether to approve the settlement?
20. Do I have to come to the hearing?
21. May I speak at the hearing?

IF YOU DO NOTHING..... PAGE 11

22. What happens if I do nothing at all?

GETTING MORE INFORMATION..... PAGE 12

23. Are there more details about the settlement?
24. How do I get more information?

BASIC INFORMATION

You may have paid for placement of advertising through LMS between January 1, 2015, and May 31, 2023.

The Court sent you this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the settlement allows. You will be informed of the progress of the settlement at [www. \[REDACTED\].com](http://www. [REDACTED].com).

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California, and the case is known as *In Re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08324-SVK. The entities who sued are called Plaintiffs, and the company they sued, LinkedIn Corporation, is called the Defendant.

The lawsuit alleges that LinkedIn misrepresented how it calculates fees incurred by online advertisers and failed to adequately review the accuracy of its LMS advertising metrics, including forecasted metrics advertisers received in advance of ad purchases and performance metrics advertisers received after launching ad campaigns. The lawsuit further alleges that LinkedIn's failure to adequately review its LMS advertising metrics caused LinkedIn to overcharge advertisers due to interactions with fraudulent and automated accounts, user-generated mistaken clicks, and technological errors. LinkedIn acknowledges that a small number of fraudulent and automated accounts may interact with LMS advertisements, that users may mistakenly click on advertisements, and that LinkedIn has had technological errors that have led to increased charges for some advertisers. But LinkedIn contends that it has thorough systems in place to minimize the impact of these issues that are in-line with and often exceed industry standards. LinkedIn denies that these issues resulted in LinkedIn charging advertisers improperly or that it breached its agreements with advertisers.

In a class action, one or more persons or entities called Class Representatives (in this case, TopDevz, LLC, and Noirefy, Inc.) sue on behalf of other persons or entities who have similar claims. All these companies and people are a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. U.S. Magistrate Judge Susan van Keulen is in charge of this class action.

The district court initially decided the case in LinkedIn's favor. Plaintiffs then appealed to the United States Court of Appeals for the Ninth Circuit (the "Ninth Circuit"). Before the Ninth Circuit decided the appeal, both sides agreed to a settlement. That way, they avoid the multi-year delay, risk, and cost of further litigation and a potential trial, and the participating Class Members will get compensation. The Class Representatives and their attorneys think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

To see if you will get money from this settlement, you first have to decide if you are a Class Member.

You are a member of the class if you are a **U.S. advertiser who purchased advertisements through LMS between January 1, 2015, and May 31, 2023.**

You are not a Class Member if you are LinkedIn, an entity in which LinkedIn has a controlling interest; are one of LinkedIn's officers, directors, legal representatives, successors, subsidiaries, or assigns; you properly excluded yourself from the settlement; or you are a judge to whom this case is assigned, the judge's spouse, or have a third degree of relationship to the judge or her spouse, or are the spouse of someone with a third degree of relationship. You also must be a U.S. advertiser to be a Class Member.

If you are still not sure whether you are included, you can ask for free help. You can call 1-8xx-xxx-xxx or visit www.██████████.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

LinkedIn has agreed to create a fund of \$6,625,000. After attorneys' fees, costs, service awards, and settlement administration expenses are deducted, an estimated \$4,763,875.06 will be divided among Class Members. Your share of the fund will depend on how much money you spent on LMS advertising between January 1, 2015, and March 31, 2023. Those who bought more LMS advertising during the class period will get more settlement money; those who spent fewer dollars on advertising during the class period will get less. All of the settlement fund that remains after

attorneys' fees expenses, costs, service awards, and settlement administration expenses are paid will be distributed to Class Members.

HOW YOU GET A PAYMENT

You do not need to do anything to receive your share of the settlement. Your money will be sent to you automatically if the Court approves the settlement, unless you exclude yourself from the settlement.

The form of payment you receive will depend on how much you spent on LMS advertising during the class period.

[Payment method to be inserted based on input from Settlement Administrator]

If you are not sure LinkedIn has your correct mailing or email address, please visit www._____.com for instructions on how to update or view this information.

Again, you do not need to do anything to receive your money. It will be sent automatically if the Court approves the settlement.

The Court will hold a hearing on [date], to decide whether to approve the settlement. If Magistrate Judge van Keulen approves the settlement after that, there may be appeals. It's always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Class Members will be informed of the progress of the settlement at www._____.com. Please be patient.

Unless you exclude yourself, you are staying in the Class, and that means that you can't sue, continue to sue, or be part of any other lawsuit against LinkedIn about the legal issues in *this* case. It also means that all of the Court's orders will apply to you and legally bind you. If you do not exclude yourself, you will agree to the "Release," in Section XIV of the Settlement Agreement, available at www._____.com, which describes exactly the legal claims that you give up if you get settlement benefits. That Section provides, in part:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs and each Settlement Class Member, on behalf of themselves, their current, former, and future heirs, executors, administrators, successors, attorneys, insurers, agents, representatives, and assigns, fully and forever release, acquit, and discharge the LinkedIn Released Parties, collectively, separately, individually and severally, from, and covenant not to sue for, any and all claims, demands, rights, liabilities, grievances, damages, remedies, liquidated damages, punitive damages, attorneys' fees, penalties, losses, actions, and causes of action of every nature and description whatsoever, whether known or unknown, suspected or unsuspected, asserted or unasserted, whether

in tort, contract, statute, rule, ordinance, order, regulation, common law, public policy, equity, or otherwise, whether class, representative, individual or otherwise in nature, that arise from or relate to the facts, activities or circumstances alleged in the Action, including without limitation any claim alleging that LinkedIn charged advertisers based on miscalculated or incorrect metrics, or on clicks, impressions, views, or other actions that were not genuine and/or caused by bots, fraudulent activity, or other non-genuine engagement or activity (“Released Claims”). It is expressly intended and understood by the Parties that this Agreement is to be construed as a complete settlement, accord, and satisfaction of the Released Claims.

It also provides that the release includes a release of unknown claims and waives the protections of California Civil Code § 1542. Please review the Settlement Agreement for more details.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don’t want a payment from this settlement, but you want to keep the right to sue or continue to sue LinkedIn, on your own, about the legal issues in this case, then you must take steps to get out. This is called excluding yourself—or is sometimes referred to as opting out of the settlement Class.

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from the class settlement in *In Re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08324-SVK. Be sure to include your name, mailing address, one or more email addresses associated with your LinkedIn advertising account, LMS advertiser account identification number, and your signature. You must mail your exclusion request postmarked no later than [date] to:

LinkedIn LMS Exclusions

[address line 1]

[address line 2]

If you ask to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) LinkedIn in the future.

No. Unless you exclude yourself, you give up any right to sue LinkedIn for the claims that this settlement resolves. If you have a pending lawsuit against LinkedIn, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is [date].

No. If you exclude yourself, you will not receive any money from this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against LinkedIn.

THE LAWYERS REPRESENTING YOU

Class counsel in this case are Keller Postman (<https://www.kellerpostman.com>), in Chicago, IL, and Washington, D.C.; and Romanucci & Blandin, LLC (<https://www.rblaw.net>), in Chicago, IL. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to \$1,656,250 for attorneys' fees and reimbursement of up to \$154,874.94 in the litigation expenses they incurred over the past three years. The attorneys' fees would pay Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. They will also request payments of up to \$25,000 to Plaintiff TopDevz, LLC and up to \$25,000 to Plaintiff Noirefy, Inc. for their services as Class Representatives. The Court may award less than these amounts and, if so, the balance will be distributed to Class Members. These amounts have already been accounted for in projecting the approximately \$4,763,875.06 available for Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

If you're a Class Member, you can ask the Court to deny approval by filing an objection. You can't ask the Court to order a different settlement; the Court can only approve or reject the settlement that Class Plaintiffs and LinkedIn have agreed to. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*In Re LinkedIn Advertising Metrics Litigation*, Case No. 5:20-cv-08324-SVK), (b) be submitted to the Court either by mailing them to the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, San Jose, California 95113; by filing them in person at any location of the United States District Court for the Northern District of California; or by filing them through the Court's CM/ECF system, and (c) be filed or received by [date].

Be sure to include your name, mailing address, telephone number, email address, LMS account identification number, your signature, the reasons you object to the settlement, whether you are objecting on behalf of only yourself, the settlement Class, or a subset of the settlement Class, a disclosure of the number of class action settlements you have objected to in the last 5 years (and if you have an attorney, the same disclosure for your attorney), whether you (or your attorney) intend to appear at the final approval hearing, and the name and contact information of any and all attorneys representing, advising, or assisting you, including all individuals who may be entitled to compensation for any reason related to the objection or comment.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at [time] on [day of the week, date], at the Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, San Jose, California 95113, in Courtroom 6 on the 4th Floor.

At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Magistrate Judge van Keulen will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel and the Class Representatives. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

The Court may reschedule the fairness hearing or change any of the deadlines described in this notice. The date of the fairness hearing may change without further notice to Class Members. Be sure to check the settlement website, www.████████.com, for news of any such changes. You can also check whether the hearing date or any deadlines have changed by accessing the case docket via the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

No. Class Counsel will answer questions Magistrate Judge van Keulen may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must indicate your desire to speak at the hearing in your objection letter (see section 18 above). You cannot speak at the hearing if you excluded yourself.

If You Do Nothing

If you do nothing, you'll receive a settlement payment as described above, as long as the Court approves the settlement. But, unless you exclude yourself, you won't be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against LinkedIn about the legal issues in this case, ever again.

GETTING MORE INFORMATION

This notice summarizes the proposed settlement. More details are in the Settlement Agreement available at www._____.com or by contacting the settlement administrator at email@email.com or call 1-8xx-xxx-xxxx.

You can email the settlement administrator at email@email.com or call 1-8xx-xxx-xxxx toll free; or visit the website at www._____.com, where you will find answers to common questions about the settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

All the case documents that have been filed publicly in this case are also available online through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>. This case is called *In Re LinkedIn Advertising Metrics Litigation*, and the case number is 5:20-cv-08324-SVK (N.D. Cal.). You may also obtain case documents by visiting the office of the Clerk of Court for the United States District Court for the Northern District

of California, San Jose Division, 280 South 1st Street, Room 2112, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, except court-observed holidays. More information about the clerk's office hours and other locations can be found at <https://www.cand.uscourts.gov/locations>.

You can also contact Class Counsel for them to answer questions.

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This notice only summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the Settlement Agreement available at www.████████.com, by contacting Class Counsel using the contact information above, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, San Jose Division, 280 South 1st Street, Room 2112, San Jose, California 95113, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S
OFFICE TO INQUIRE ABOUT THIS SETTLEMENT.**