

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 \$24,000,000 to \$60,000,000. 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.

- 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.

**QUESTIONS? CALL 1-877-411-4976 TOLL FREE, OR VISIT
www.LinkedinAdvertisingClassAction.com**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION	PAGE 3
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 4
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 4
8. What does the settlement provide?	
HOW YOU GET A PAYMENT	PAGE 5
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 6
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 7
15. Do I have a lawyer in the case?	
16. How will the lawyers be paid?	
OBJECTING TO THE SETTLEMENT.....	PAGE 7
17. How do I tell the Court that I don't like the settlement?	
18. What's the difference between objecting and excluding?	
THE COURT'S FAIRNESS HEARING.....	PAGE 8
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 9
22. What happens if I do nothing at all?	
GETTING MORE INFORMATION.....	PAGE 9
23. Are there more details about the settlement?	
24. How do I get more information?	

BASIC INFORMATION

1. Why did I get this notice package?

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.LinkedInAdvertisingClassAction.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.

2. What is this lawsuit about?

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.

3. Why is this a class action?

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.

4. Why is there a settlement?

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.

5. How do I know if I am part of the settlement?

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.**

6. Are there exceptions to being included?

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.

7. I'm still not sure if I am included.

If you are still not sure whether you are included, you can ask for free help. You can call 1-877-411-4976 or visit www.LinkedinAdvertisingClassAction.com for more information.

THE SETTLEMENT BENEFITS—WHAT YOU GET

8. What does the settlement provide?

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

9. How can I 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. Payments will be proportionate to the amount paid to advertise on LinkedIn during the class period. If your *pro rata* share of the settlement fund would entitle you to a payment of \$5 or more and LinkedIn has your address on file, your default payment method will be check. If your payment would be less than \$5, and you have advertised on LinkedIn on or after February 27, 2023, and LinkedIn has active billing information for you, your default payment method will be in the form of advertising credit. Everyone else will default to receive their payment in the form of a digital payment card. Class members can contact the Settlement Administrator to change their payment method, but members receiving a payment of \$1 or less cannot receive payment by check.

If you are not sure LinkedIn has your correct mailing or email address, or if you want to change your payment method, please visit www.LinkedinAdvertisingClassAction.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.

10. When would I get my payment?

The Court will hold a hearing on January 14, 2025, at 10:00 a.m. PT, 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.LinkedinAdvertisingClassAction.com. Please be patient.

11. What am I giving up to get a payment or stay in the Class?

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.LinkedinAdvertisingClassAction.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.

12. How do I get out of the settlement?

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 November 5, 2024 to:

LinkedIn LMS Exclusions
c/o AB Data, Ltd.
PO Box 173001
Milwaukee, WI 53217

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.

13. If I don't exclude myself, can I sue LinkedIn for the same thing later?

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 November 5, 2024.

14. If I exclude myself, can I get money from this settlement?

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

15. Do I have a lawyer in this case?

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 \$4,572,603.06 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.

17. How do I tell the Court that I don't like the settlement?

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 November 5, 2024.

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 10:00 a.m. PT on Tuesday, January 14, 2025, 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.LinkedInAdvertisingClassAction.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>.

20. Do I have to come to the hearing?

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.

21. May I speak at the hearing?

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

22. What happens if I do nothing at all?

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

23. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement available at www.LinkedInAdvertisingClassAction.com or by contacting the settlement administrator at info@LinkedInAdvertisingClassAction.com or call 877-411-4976

24. How do I get more information?

You can email the settlement administrator at info@LinkedInAdvertisingClassAction.com or call 1-877-411-4976 toll free; or visit the website at www.LinkedInAdvertisingClassAction.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.

CLASS COUNSEL

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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.LinkedInAdvertisingClassAction.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.