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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN JOSE DIVISION**

*In re LinkedIn Advertising Metrics  
Litigation*

)  
) Case No.: 5:20-cv-08324-SVK  
)  
) **DECLARATION OF ERIC**  
) **SCHACHTER REGARDING**  
) **ADMINISTRATION OF NOTICE PLAN**  
)  
)  
)  
)



1 I understand is all or virtually all of the Class. A.B. Data processed the Class Member data and  
2 combined those records where multiple Class Member notices would be sent to the same email or  
3 mailing address. As a result, the total number of unique, initial Notice records was 246,625.

4 7. Prior to disseminating the notice, A.B. Data subjected the email addresses provided  
5 by LinkedIn to a validation check, which sent a request to the Email Service Providers (ESPs)  
6 requesting the status of the email address to be sent a notice. The ESPs then responded, with codes  
7 identifying the addresses as Valid, Invalid, a SPAM Trap, Full, Deliverable, or Undeliverable. To  
8 protect the reputation of the email campaign and increase deliverability to the Class, email  
9 addresses with Invalid, Undeliverable, or SPAM Trap codes were removed from the notice list.

10 8. A.B. Data also processed the mailing addresses provided by LinkedIn through the  
11 United States Postal Service National Change of Address Database.

12 9. After performing the validation check, A.B. Data disseminated notice by email to  
13 all 252,827<sup>1</sup> email addresses remaining on the list, beginning on September 27, 2024. A copy of  
14 the email notice is attached hereto as **Exhibit B**.

15 10. Of the 252,827 emails sent, 245,766 were delivered successfully (*i.e.*, without  
16 generating bounce backs). In my experience, the 97.2% successful delivery rate for email notice  
17 exceeds the rate typically seen in similar campaigns.

18 11. When A.B. Data received bounce back notices for the email notices, it sent postcard  
19 notices to the affected Class Members if mailing addresses were available. Additionally, as  
20 postcard notices were returned as undeliverable, they were remailed to alternative addresses where  
21 available.

22 12. On October 1, 2024, A.B. Data mailed postcard notices to Class Members for whom  
23 A.B. Data did not have a valid email address but did have a mailing address, a total of 39,873 Class  
24 Members. A copy of the postcard notice is attached hereto as **Exhibit C**.

25 13. On October 18, 2024, A.B. Data performed a supplemental postcard notice mailing  
26 to 6,494 records whose initial email notice was returned undeliverable. The postcard notice was  
27

28 <sup>1</sup> For those Notice Records with multiple email addresses, the Notice was sent to all validated email addresses.

1 the same as the prior mailed notice referenced above.

2 14. Ultimately, A.B. Data sent 46,367 postcard notices, of which 5,095 have been  
3 returned as undeliverable. A.B. Data conducted advanced address searches on the postcard notices  
4 returned undeliverable as addressed and has remailed 1,348 to updated addresses.

5 15. Together, the email notices and direct notices have directly reached 288,385 Class  
6 Members, which represents 98.3% of the Class. In my experience, that level of direct-notice reach  
7 meets or exceeds what is typically seen in similar notice campaigns.

8 **WEBSITE AND TELEPHONE**

9 16. On September 27, 2024, A.B. Data launched the case-specific settlement website,  
10 [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com). The website provides, among other things, a  
11 summary of the case, important dates, pertinent updates concerning the litigation of the settlement  
12 process, and relevant case documents, including the long-form notice;<sup>2</sup> Plaintiffs' second amended  
13 class action complaint, ECF No. 89; the Ninth Circuit's Order dismissing Plaintiffs' appeal without  
14 prejudice, App. ECF No. 53; the parties' settlement agreement; Plaintiffs' preliminary approval  
15 motion and supporting papers, ECF No. 115; the Court's amended preliminary approval Order,  
16 ECF No. 119; the Court's Order continuing the final approval hearing, ECF No. 121; and  
17 Plaintiffs' fee petition and supporting papers, ECF No. 122.<sup>3</sup> Plaintiffs' final approval motion and  
18 supporting papers will be posted to the settlement website upon receipt.

19 17. As of the date of this Declaration, the settlement website has been visited 3,450  
20 times by 2,971 unique users.

21 18. On September 27, 2024, A.B. Data established a case-specific toll-free number,  
22 877-411-4976, to assist Class Members in understanding the terms of the Settlement and their  
23 rights. The automated attendant answers calls and presents callers with a series of choices in  
24 response to basic questions. If callers require further assistance, they have the option of transferring  
25 their calls to a live operator during business hours. To date, the toll-free number has received 254  
26 calls.

27 \_\_\_\_\_  
28 <sup>2</sup> A copy of the long-form notice is attached as **Exhibit D**.

<sup>3</sup> The fee petition was posted to the settlement website on October 1, 2024.

1 **EXCLUSIONS, OBJECTIONS, AND REQUESTS TO CHANGE PAYMENT METHOD**

2 19. Requests for exclusion were required to be postmarked by November 5, 2024. A.B.  
3 Data has received two requests for exclusion, representing a total of five LinkedIn Marketing  
4 Solutions IDs. Redacted copies of the requests for exclusion are attached as **Exhibit E**.

5 20. The deadline to object to the settlement was November 5, 2024. The Amended  
6 Preliminary Approval Order stated that objections had to be mailed or filed with the Court. A.B.  
7 Data has not directly received any objection to the settlement.

8 21. Under the Settlement Agreement, Class Members may contact the Settlement  
9 Administrator to request that they receive their settlement payment in a different form.<sup>4</sup> To date,  
10 no Class Members have requested a different payment form.

11 **CONCLUSION**

12 22. It is my opinion, based on my individual expertise and experience, and that of my  
13 A.B. Data colleagues, that the notice plan effectively reached the Class Members, delivered plain-  
14 language notices that captured Class Members' attention, and provided them with the information  
15 in an informative and easy-to-understand manner that was necessary to effectively understand their  
16 rights and options.

17 23. For all these reasons, in my opinion, the proposed notice plan satisfies the  
18 requirements of Rule 23 and due process.

19 I declare under penalty of perjury that the foregoing is true and correct. Executed on this  
20 18th day of November 2024 in Milwaukee, Wisconsin.

21  
22 By:   
23 Eric Schachter

24  
25  
26  
27  
28 <sup>4</sup> Class Members entitled to less than \$1 in relief may not elect to receive payment by check.

# EXHIBIT A



Keker, Van Nest & Peters LLP  
633 Battery Street  
San Francisco, CA 94111-1809  
415 391 5400  
keker.com

**David Silbert**  
(415) 676-2261  
dsilbert@keker.com

August 2, 2024

Attorney General of the United States  
Attorneys General of the States

Re: **Notice of Proposed Settlement Pursuant to 28 U.S.C. § 1715 in  
*In re LinkedIn Advertising Metrics Litigation*, No. 5:20-cv-08324-SVK, USDC,  
NDCA**

Dear Attorneys General:

Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. ¶ 1715, LinkedIn Corporation (“LinkedIn”) provides notice of a proposed settlement (“Settlement”) with Plaintiffs in the above-titled action. Unless otherwise defined, all capitalized terms herein shall have the meanings ascribed to them in the Settlement Agreement.

In their complaint, Plaintiffs allege that LinkedIn, for a limited period of time, overstated certain video views and that it overcharged advertisers for other reasons including interactions with ads by automated and fraudulent accounts. Plaintiffs allege that these issues impacted the amount that advertisers paid for LinkedIn advertisements. LinkedIn denies Plaintiffs’ allegations.

The parties have been in litigation for four years, including litigating three motions to dismiss. On July 25, 2024, Plaintiffs filed an Unopposed Motion and Notice of Motion for Preliminary Approval of Class Action Settlement in the above-titled action. The Motion included a copy of the written Settlement Agreement, together with various related documents.

US Attorney General  
Attorneys General of the States  
August 2, 2024  
Page 2

### COMPLIANCE WITH 28 U.S.C. § 1715

Each of the requirements of notice pursuant to 28 U.S.C. § 1715(b)(1) – (8) is addressed below. All referenced exhibits are provided electronically at [bit.ly/LinkedIn\\_CAFA](https://bit.ly/LinkedIn_CAFA) or by scanning this QR code:



To be added to our email list to receive CAFA correspondence digitally, please email [help@abdataclassaction.com](mailto:help@abdataclassaction.com) and we will add you to our email list.

1. Complaints and Related Materials (28 U.S.C. § 1715(b)(1))

Enclosed as Exhibit A are copies of Plaintiffs' Complaint in *TopDevz, LLC et al. v. LinkedIn Corp.*, Case No. 5:20-cv-08324-SVK (N.D. Cal.) (initially filed on November 25, 2020); Plaintiffs' Complaint in *Synergy RX PBM LLC v. LinkedIn Corp.*, Case No. 5:21-cv-00513-VKD (N.D. Cal.) (initially filed on January 21, 2021); Plaintiffs' First Amended Complaint in *TopDevz, LLC et al. v. LinkedIn Corp.*, No. 5:20-cv-08324-SVK (N.D. Cal.); Plaintiffs' Consolidated Complaint in *In re LinkedIn Advertising Metrics Litigation*, No. 5:20-cv-08324-SVK (N.D. Cal.) (consolidated on February 24, 2021); and Plaintiffs' Second Amended Complaint in *In re LinkedIn Advertising Metrics Litigation*, No. 5:20-cv-08324-SVK (N.D. Cal.).

2. Notice of Any Scheduled Judicial Hearing (28 U.S.C. § 1715(b)(2))

A hearing on Plaintiffs' Motion for Preliminary Approval has been scheduled for September 10, 2024, at 10:00 a.m. The Court has not scheduled a hearing on final approval of the Settlement. Pursuant to the Settlement Agreement and CAFA's 90-day rule, the hearing on final approval cannot occur before October 31, 2024. The preliminary approval hearing will be held at the United States District Court for the Northern District of California, San Jose Courthouse, 280 South 1st Street, in Courtroom 6, 4th Floor.

3. Proposed Notification to Class Members (28 U.S.C. § 1715(b)(3))

Copies of the proposed notices are enclosed as part of Exhibit B, which is the executed Settlement Agreement. The shortform proposed notice is Exhibit A-1 to the executed Settlement Agreement, and the longform proposed notice, which will be posted on the Internet, is attached as Exhibit A-



US Attorney General  
Attorneys General of the States  
August 2, 2024  
Page 3

2. As proposed by Plaintiffs, the Notice Administrator will be responsible for sending the notice to class members by email and/or mail, as well as through an electronic media notice campaign.

4. Proposed Class Action Settlement Agreement (28 U.S.C. § 1715(b)(4))

A copy of the executed Settlement Agreement is enclosed as Exhibit B.

5. Any Settlement or Other Agreement (28 U.S.C. § 1715(b)(5))

Other than the Settlement Agreement provided in response to Section 1715(b)(4), there are no settlement or other agreements contemporaneously made between class counsel and counsel for LinkedIn.

6. Final Judgment or Notice of Dismissal (28 U.S.C. § 1715(b)(6))

A copy of the Judgment entered by the Court in favor of LinkedIn and against Plaintiffs on December 27, 2021, is enclosed as Exhibit C. A copy of the Ninth Circuit Order granting the parties' Stipulation to Dismiss Appeal Without Prejudice on April 11, 2024, is enclosed as Exhibit D.

7. Names or Estimate of Class Members in Each State and Estimated Proportionate Share of the Claims of Such Members to the Entire Settlement (28 U.S.C. § 1715(b)(7)(A)-(B))

The names of potential class members who are believed to reside in each State, based on the most current information available to LinkedIn, are enclosed as Exhibit E. LinkedIn does not have current physical address information for all potential class members; therefore, LinkedIn has provided the names of potential class members and associated States only for those potential class members for whom LinkedIn does have physical address information.

Enclosed as Exhibit F is a chart showing the estimated proportionate share of the claims of class members residing in each State to the entire settlement. LinkedIn derived these estimates by determining the proportion of ad spending per State by potential class members for whom LinkedIn has physical addresses. Thus, the estimate in Exhibit F assumes that the relative spending by potential class members for whom LinkedIn has physical addresses and those for whom LinkedIn does not have physical addresses is the same. If that assumption is incorrect, then the actual proportionate share of the claims of class members residing in each State will differ from the estimated numbers contained in Exhibit F. LinkedIn has no way of determining whether the estimated spend, by State, of advertisers for whom LinkedIn has physical mailing addresses is proportional to the same spend, by State, of advertisers for whom LinkedIn has no physical mailing address.

8. Judicial Opinions Related to the Settlement (28 U.S.C. § 1715(b)(8))

US Attorney General  
Attorneys General of the States  
August 2, 2024  
Page 4

At present, there are no judicial opinions related to the Settlement.

\* \* \*

If you have any questions about this notice, the lawsuit or the enclosed materials, or if you have any difficulties accessing any materials electronically, please feel free to contact the undersigned counsel for LinkedIn.

Very truly yours,

KEKER, VAN NEST & PETERS LLP

A handwritten signature in blue ink, appearing to read 'D. Silbert', with a long horizontal line extending to the right.

David J. Silbert

Enclosure

# EXHIBIT B

**From:** [help@mg.abdataclassactionmail.com](mailto:help@mg.abdataclassactionmail.com) on behalf of [Settlement Administrator](#)  
**To:** [REDACTED]  
**Subject:** [REDACTED] - Notice of Class Action and Proposed Settlement  
**Date:** Friday, September 27, 2024 3:51:35 PM

EXTERNAL SENDER

Below or attached please find a list of the advertisers associated with the email address where this notice was sent.

ID	Company
6637 [REDACTED]	FU [REDACTED] BOOK [REDACTED]

Notice Group ID: 11 [REDACTED]

**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 \$4,572,603.06 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.*** Payments will be proportionate to the amount paid to advertise on LinkedIn during the calss 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.

**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 November 5, 2024.*** To exclude yourself from the settlement or object to it, you can find more information and the applicable procedures at [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.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 at 10:00 a.m. PT on January 28, 2025, 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.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.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.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.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.LINKEDINADVERTISINGCLASSACTION.COM](http://WWW.LINKEDINADVERTISINGCLASSACTION.COM) OR CALL (877) 411-4976. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT

If you'd like to unsubscribe [click here](#).

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.LINKEDINADVERTISINGCLASSACTION.COM](http://WWW.LINKEDINADVERTISINGCLASSACTION.COM) OR CALL (877) 411-4976. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT

# EXHIBIT C

**Court Approved Case Notice**

Case 5:20-cv-08324-SVK Document 123-4

PRESORT  
FIRST CLASS MAIL  
U.S. POSTAGE PAID  
MILWAUKEE WI  
PERMIT NO. 3780

LinkedIn Litigation  
Settlement Administrator  
P.O. Box 173105  
Milwaukee, WI 53217

*In Re LinkedIn Advertising Metrics  
Litigation, Case No. 5:20-cv-08324-SVK  
(N.D. Ca.)*

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.

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

**IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU ARE ENTITLED TO BENEFITS AND YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU TAKE ACTION. YOU DO NOT NEED TO FILE A CLAIM IN THIS SETTLEMENT.**

[www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com)

1-877-411-4976



Notice ID: [REDACTED]

Group ID: [REDACTED]

\*\*\*\*\*AUTO\*\*SCH 5-DIGIT 10001  
KATE TURNEY





**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.

**Who is included in 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. You are not required to take any action to receive a settlement benefit, please see below.

**What are the settlement benefits?** LinkedIn has agreed to pay \$6.625 million to resolve the lawsuit, from which at least \$4,572,603.06 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. 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.

**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 **November 5, 2024**. More information and the applicable procedures to exclude or object are at [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com).

**What happens next?** The Court will hold a hearing on **January 28, 2025** to consider whether to approve the Settlement and award 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. You or your attorney may ask to appear at the hearing but are not required to do so.

**More Information:** Complete information about all of your rights and options, the Long Form Notice, Settlement Agreement, and other important documents are available at [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com).

QUESTIONS? VISIT [WWW.LINKEDINADVERTISINGCLASSACTION.COM](http://WWW.LINKEDINADVERTISINGCLASSACTION.COM) OR CALL 877-411-4976.

# EXHIBIT D

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 \$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:	
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	Write to the Court about why you don’t like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the settlement.
<b>DO NOTHING</b>	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](http://www.LinkedinAdvertisingClassAction.com)

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## 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](http://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](http://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](http://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](http://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](http://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](http://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](http://www.LinkedInAdvertisingClassAction.com) or by contacting the settlement administrator at [info@LinkedInAdvertisingClassAction.com](mailto: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](mailto:info@LinkedInAdvertisingClassAction.com) or call 1-877-411-4976 toll free; or visit the website at [www.LinkedInAdvertisingClassAction.com](http://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.

<b>CLASS COUNSEL</b>
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<p>Nick Larry KELLER POSTMAN LLC 150 N. Riverside Plaza, Suite 4100 Chicago, IL 60606 <a href="mailto:nl@kellerpostman.com">nl@kellerpostman.com</a> (312) 948-8472</p>	<p>Dave Neiman ROMANUCCI &amp; BLANDIN, LLC 321 N. Clark St., Suite 900 Chicago, IL 60654 <a href="mailto:dneiman@rblaw.net">dneiman@rblaw.net</a> (312) 253-8810</p>
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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](http://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.**

# EXHIBIT E

**LinkedIn Advertising -**  
54784

**663656595**



**NOV 08 2024**

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

November 5, 2024

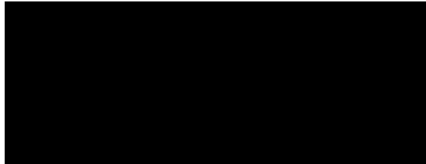
To whom it may concern:

I want to be excluded from the class settlement in *In Re LinkedIn Advertising Metrics Litigation*,  
**Case No. 5:20-cv-08324-SVK.**

Regards,



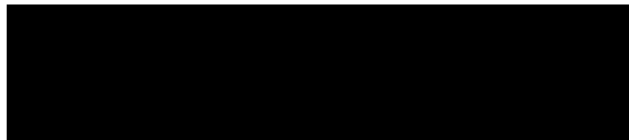
Brian D. Drew II



[https://www.linkedin.com/in/\[REDACTED\]](https://www.linkedin.com/in/[REDACTED])

LMS: 506 [REDACTED], 506 [REDACTED], 500 [REDACTED], 5137 [REDACTED] and clients.

Brian Drew





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EXPECTED DELIVERY DAY: 11/07/24

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 MILWAUKEE WI 53217-8012

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Package Pickup, QR code.

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FROM:

Brian Dean



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

- Expected delivery
- Most domestic
- USPS Tracking
- Limited international
- When used internationally

\*Insurance does not cover Domestic Mail Manu

\*\* See International

FLAT RATE ONE RATE

TRACK



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EP14F May 2020  
OD: 12 1/2 x 9 1/2

USPS.COM/PICKUP

Label 228, December 2023

FOR DOMESTIC AND INTERNATIONAL USE



LinkedIn Advertising -

54784

663656596



~~NOV 11~~ NOV 11 2024



**Sent via Regular US Mail**

November 4, 2024

LinkedIn LMS Exclusions  
Attn: Exclusions  
P.O. Box 173001  
Milwaukee, WI 53217

RE: LinkedIn Advertising Metrics Litigation, Case No. 5:20-cv-08324-SVK  
Notice ID: 664024238

To Whom it May Concern:

This letter is to notify you that Curana Health requests to be excluded from the above-listed class settlement.

Below is mailing and email address information associated with our LinkedIn advertising account:

LMS Advertising Account Number: 5094 [REDACTED]  
Email Address: [REDACTED]@curanahealth.com

Curana Health, Inc.  
8911 North Capital of Texas HWY  
BLDG 1, Suite 1110  
Austin, TX 78757

Should you have any further questions or need additional information, I can be reached directly via email at [REDACTED]@curanahealth.com.

Sincerely,

[REDACTED]

Darryl Landahl  
Chief Legal Officer  
Curana Health, Inc.

Enclosures

Court Approved Legal Notice

*In Re LinkedIn Advertising Metrics  
Litigation, Case No. 5:20-cv-08324-SVK  
(N.D. Ca.)*

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.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.*

**IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU ARE ENTITLED TO BENEFITS AND YOUR LEGAL RIGHTS WILL BE AFFECTED WHETHER OR NOT YOU TAKE ACTION. YOU DO NOT NEED TO FILE A CLAIM IN THIS SETTLEMENT.**

[www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com)

1-877-411-4976

54739\_Linkedin\_RM\_PST

LinkedIn Litigation  
Settlement Administrator  
P.O. Box 173105  
Milwaukee, WI 53217

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U.S. POSTAGE  
PAID  
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PERMIT NO. 3780

OCT 29 2024



NOTICE ID: [REDACTED]

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CURANA HEALTH  
10900 NUCKOLS RD STE 110  
GLEN ALLEN VA 23060-9246



**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.

**Who is included in 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. You are not required to take any action to receive a settlement benefit, please see below.

**What are the settlement benefits?** LinkedIn has agreed to pay \$6.625 million to resolve the lawsuit, from which at least \$4,572,603.06 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. 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.

**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 **November 5, 2024**. More information and the applicable procedures to exclude or object are at [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com).

**What happens next?** The Court will hold a hearing on **January 28, 2025** to consider whether to approve the Settlement and award 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. You or your attorney may ask to appear at the hearing but are not required to do so.

**More Information:** Complete information about all of your rights and options, the Long Form Notice, Settlement Agreement, and other important documents are available at [www.LinkedinAdvertisingClassAction.com](http://www.LinkedinAdvertisingClassAction.com).

**QUESTIONS? VISIT [WWW.LINKEDINADVERTISINGCLASSACTION.COM](http://WWW.LINKEDINADVERTISINGCLASSACTION.COM) OR CALL 877-411-4976.**



**CURANA  
HEALTH™**

3901 Spicewood Springs Rd #201  
Austin, TX 78759

8911 N. Capital of TX Hwy  
Bldg 1, #1110

Case 5:20-cv-08324-SVK

Document 123-4

Filed 11/19/24

Page 37 of 37



SNELLVILLE, GA 30039  
NOV 04, 2024

53217

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LinkedIn LMS Exclusions  
ATTN: Exclusions  
P.O. BOX 17300 1  
Milwaukee, WI 53217

53217-801201

