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

IN RE LINKEDIN ADVERTISING
METRICS LITIGATION,

Plaintiffs,

vs.

LINKEDIN CORPORATION,

Defendant.

) Case No.: 5:20-cv-08324-SVK

) **UNOPPOSED MOTION AND NOTICE
OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

) Date: September 10, 2024
) Time: 10:00 a.m.
) Dept: Courtroom 6 – 4th Floor
) Judge: Hon. Susan van Keulen
) Am. Complaint Filed: August 17, 2021
) Trial Date: None Set
)
)
)

TO THE COURT, ALL PARTIES, AND THEIR COUNSEL OF RECORD

1 **PLEASE TAKE NOTICE THAT** on September 10, 2024 at 10:00 a.m. or as soon
2 thereafter as counsel may be heard before the Honorable Susan van Keulen, Courtroom 6, 280
3 South 1st Street, San Jose, CA, 95113, Plaintiffs TopDevz LLC and Noirefy, Inc. will and hereby
4 do move this court under Fed. R. Civ. P. 23(e) for preliminary approval of the class action
5 settlement reached in this matter. This motion is based on the supporting memorandum of points
6 and authorities, the declarations of J. Dominick Larry, David Neiman, Jordan Lurie, Joshua
7 Fruchter, and Eric Schachter filed contemporaneously herewith, and the accompanying proposed
8 order. For the reasons set forth in the supporting memorandum, Plaintiffs, without opposition
9 from Defendant LinkedIn Corp., respectfully request that the Court certify the proposed class for
10 settlement purposes only, appoint class counsel, grant preliminary approval of the settlement,
11 and approve the notice plan.
12

13 Dated: July 25, 2024

Respectfully submitted,

14 s/ J. Dominick Larry

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PROOF OF SERVICE

The undersigned certified and declared as follows:

I am a citizen of the United States and employed in Cook County, State of Illinois. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 150 N. Riverside Plaza, Suite 4100, Chicago, IL 60606. On the date set forth below, I served a copy of the following document(s):

NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

On the interested parties in the subject actions by placing a true copy thereof as indicated below, and as addressed as follows:

BY ECF: by electronic service on the parties to this action pursuant to Local Rule 5-1. I hereby certify that the above documents were uploaded to the ECF Website and the ECF Webmaster will give email notification to all registered parties in this action.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

Dated: July 25, 2024

s/ J. Dominick Larry

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

10) Case No.: 5:20-cv-08324-SVK

11) **MEMORANDUM OF POINTS AND**
12) **AUTHORITIES IN SUPPORT OF**
13) **PLAINTIFFS' UNOPPOSED MOTION**
14) **FOR PRELIMINARY APPROVAL OF**
15) **CLASS ACTION SETTLEMENT**

16 *In Re LinkedIn Advertising Metrics Litigation*

17) Judge: Hon. Susan van Keulen
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INTRODUCTION

1
2 Plaintiffs TopDevz, LLC and Noirefy Inc. sued Defendant LinkedIn Corp., alleging that
3 LinkedIn had overcharged advertisers due to overstating certain video views, automated and
4 fraudulent accounts, and other causes. Plaintiffs asserted claims under the Unfair Competition
5 Law, Cal. Bus. & Prof. Code §§ 17200 *et seq.*, and the False Advertising Law, Cal. Bus. & Prof.
6 Code § 17500, along with other causes of action, on behalf of a putative class of LinkedIn
7 advertisers. On December 27, 2021, this Court dismissed Plaintiffs' second amended complaint
8 with prejudice and then entered judgment in LinkedIn's favor. Plaintiffs timely appealed, and the
9 parties fully briefed the appeal.

10 Before the Ninth Circuit decided the appeal, the parties reached a settlement that would
11 fully resolve the claims of the proposed class and provide meaningful relief for the class members.
12 While Plaintiffs believe that the facts and the law would ultimately favor their claims, success in
13 their appeal of this Court's dismissal was not guaranteed and, even if they could have obtained a
14 remand, other challenges would have remained. The proposed settlement offers meaningful relief
15 now, without the numerous, substantial risks and years of delay that would accompany further
16 litigation. To that end, the proposed settlement provides for the establishment of a \$6.625 million
17 settlement fund and requires LinkedIn to use commercially reasonable efforts to engage a reputable
18 third party to audit its ad metrics. In conjunction with the Settlement, LinkedIn has also made
19 changes to its agreements with its advertisers to resolve issues raised by Plaintiffs' claims. The
20 settlement fund will be used to pay the costs of notice and administration, Plaintiffs' requested
21 incentive awards, attorneys' fees and costs, and then direct and automatic payments to class
22 members, without the need for claim forms. Any unclaimed funds will be redistributed to class
23 members (rather than reverting to LinkedIn) until it is no longer economically feasible to do so, at
24 which point they will be distributed to a *cy pres* recipient. From Plaintiffs' perspective, the
25 settlement provides significant value to the class, without the risks and delay that would
26 accompany further litigation.

27
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1 For the reasons detailed below, Plaintiffs respectfully request that the Court certify the
2 proposed settlement class, appoint class counsel under Rule 23(g), preliminarily approve the
3 settlement, approve the proposed notice plan, and set a schedule for final approval.

4 **BACKGROUND**

5 Plaintiffs filed their initial class action complaint on November 25, 2020. ECF No. 1. After
6 LinkedIn moved to dismiss, Plaintiffs amended their complaint on February 17, 2021. ECF No.
7 49. On February 24, 2021, Plaintiffs' claims were consolidated with similar claims filed by another
8 plaintiff, Synergy RX PBM LLC, *see* ECF No. 52, and an amended consolidated complaint was
9 filed on March 17, 2021. ECF No. 55. LinkedIn again moved to dismiss, ECF No. 65, and the
10 Court granted the motion in part, without prejudice on August 3, 2021. ECF No. 85. Plaintiffs filed
11 a second amended complaint on August 17, 2021,¹ ECF No. 89, which LinkedIn moved to dismiss
12 on August 31, 2021, ECF No. 97. The Court granted LinkedIn's motion with prejudice and entered
13 a judgment in LinkedIn's favor on December 27, 2021. ECF Nos. 104, 105.

14 Plaintiffs timely appealed on January 26, 2022. ECF No. 106. The parties held a settlement
15 conference with the Ninth Circuit mediator on March 4, 2022, but were unable to make meaningful
16 progress toward a resolution at that time, and the case was released from the mediation program
17 on June 6, 2022. *See TopDevz, LLC et al. v. LinkedIn Corp.*, No. 22-15118, ECF Nos. ("App. ECF.
18 Nos.") 5, 11 (9th Cir.); Declaration of J. Dominick Larry ("Larry Decl."), ¶ 12. The parties
19 completed briefing the appeal on October 25, 2022, App. ECF No. 29, and the case was set for
20 oral argument on April 17, 2023, App. ECF No. 34.

21 Following the scheduling of oral argument, the parties resumed their settlement
22 discussions, and scheduled a private mediation with Randall W. Wulff, of Wulff Quinby
23 Sochynsky, on March 31, 2023. App. ECF No. 39; Larry Decl. ¶ 13. With mediation scheduled,
24 the parties moved to vacate oral argument, and the Ninth Circuit granted the motion on March 27,
25 2023. App. ECF No. 40. The parties engaged in a full-day mediation on March 31, 2023, and the
26

27 _____
28 ¹ Synergy RX PBM LLC voluntarily dismissed its claims on July 4, 2021. ECF No. 84.

1 session ended with the parties both accepting a mediator’s proposal and reaching an agreement in
2 principle on the terms of a class-wide settlement. Larry Decl. ¶ 14.

3 Following the mediation, the parties engaged the assigned Circuit Mediator to inform him
4 of the agreement in principle, and to obtain guidance on resolving the outstanding settlement issues
5 while the case remained off the Ninth Circuit’s oral argument calendar. Larry Decl. ¶ 15. Over the
6 following year, with the Circuit Mediator’s assistance, the parties worked through a variety of
7 issues as part of the finalization of the settlement agreement, including complex analysis of the
8 underlying advertising data, the process by which class members will obtain payment if the
9 settlement is approved, and the methods by which payment will occur. *Id.*, ¶ 16. Now, the parties
10 have finalized the settlement agreement, the notices, and the payment distribution plan, and
11 stipulated to the dismissal of the appeal for settlement purposes.

12 The Parties now seek preliminary approval of their class action settlement.

13 SETTLEMENT TERMS

14 **I. The proposed settlement class.**

15 The settlement contemplates certification of the following class (“the Class”), for
16 settlement purposes only:

17 All U.S. advertisers² who purchased LinkedIn Advertising³ during the Class
18 Period.⁴ Excluded from the Settlement Class are LinkedIn; any entity in
19 which LinkedIn has a controlling interest; LinkedIn’s officers, directors,
20 legal representatives, successors, subsidiaries, and assigns; any advertiser
21 who timely files a request for exclusion; and any judge to whom this case
is assigned, his or her spouse, and all persons with the third degree of
relationship to either of them, as well as the spouses of such persons.

22 Ex. A (“Settlement”),⁵ ¶ II.29.

23
24 ² LinkedIn has identified “U.S. advertisers” for the purposes of this settlement as advertisers
25 whose billing data currently on file with LinkedIn reflects that the advertiser is based in the
United States.

26 ³ “LinkedIn Advertising” means “advertising offered or purchased through LinkedIn Marketing
Solutions.” Settlement, ¶ II. 18.

27 ⁴ The Class Period is January 1, 2015 through May 31, 2023.

28 ⁵ All citations to exhibits refer to the exhibits to the declaration of J. Dominick Larry, filed
contemporaneously herewith.

1 The Northern District’s preliminary approval guidelines direct settling parties to explain
 2 any differences between the settlement class and the class proposed in the operative complaint.⁶
 3 Here there are two changes to the class definition, both of which narrow the scope of the class. *See*
 4 *generally Zaklit v. Nationstar Mortg. LLC*, No. 15-cv-2190, 2017 WL 3174901, at *8 (C.D. Cal.
 5 July 24, 2017) (“[C]ourts routinely permit plaintiffs to narrow the scope of their class at the
 6 certification stage.”). First, the class period has been shortened, covering the time period from
 7 January 1, 2015 through May 31, 2023, while the Second Amended Complaint had no temporal
 8 limitation. *See* ECF No. 89, ¶ 137. Second, the parties limited the settlement class to U.S.
 9 advertisers only, eliminating any questions about how other countries’ laws may or may not have
 10 honored a final judgment issued in this case. *See, e.g., Mohanty v. BigBand Networks, Inc.*, No.
 11 07-cv-5101, 2008 WL 426250, at *8 (N.D. Cal. Feb. 14, 2008) (“[A] strong possibility or near
 12 certainty that a foreign court will not recognize a judgment in favor of the defendant as a bar to
 13 the action of its own citizens may be the basis for eliminating foreign purchasers from the class.”).

14 The fact that the parties narrowed the class definition in the settlement context eliminates
 15 any concern that the definition change was designed to achieve a broader release for LinkedIn than
 16 it would have achieved through litigation by the class proposed in the complaint. *See In re*
 17 *Chrysler-Dodge-Jeep Ecodiesel Mktg. Litig.*, No. 17-md-02777, 2019 WL 536661, at *4 (N.D.
 18 Cal. Feb. 11, 2019) (preliminarily approving narrower class and recognizing that “[t]hose excluded
 19 from the class do not, of course, release any claims.”).

20 **II. The settlement fund.**

21 The parties’ proposed settlement will establish a fund of \$6,625,000.00. Settlement,
 22 ¶¶ II.18, V.1. That money will be distributed to the Class members on a *pro rata* basis,
 23 proportionate to the amount each member spent on LinkedIn advertising during the class period.
 24 *Id.* ¶ V.2. The fund will also cover all costs associated with notice and administration, attorneys’
 25 fees and costs, and incentive awards. Settlement, ¶¶ IV, V.7, X. The settlement fund is non-
 26 reversionary, meaning that LinkedIn will not be entitled to retain any part of the settlement fund

27 _____
 28 ⁶ *See* N.D. Cal., *Proc. Guidance for Class Action Settlements*, § 1.a.

1 for any reason. *Id.* ¶ V.6. Instead, unclaimed funds will be redistributed to those Class members
 2 who received ad credits, or timely cashed their checks or activated their digital payments,
 3 repeatedly, until the administrative cost exceeds the reclaimed amount, at which point the
 4 remaining funds will go to a *cy pres* recipient.⁷

5 To assist in administering the Settlement and transmitting payment to the Class, the parties
 6 engaged A.B. Data Group. Before engaging A.B. Data, the parties received bids from three other
 7 experienced and qualified settlement administrators. Larry Decl. ¶¶ 19, 20. The parties ultimately
 8 selected A.B. Data because it offered the best practicable notice and distribution options given the
 9 needs of the case, at one of the lowest prices. *Id.* ¶¶ 20. The parties were also persuaded by A.B.
 10 Data's prior experience in the *LLE One v. Facebook* litigation, which involved similar allegations
 11 and a similar payment structure. *Id.* Thus, through a competitive-bidding process, the parties were
 12 able to engage a settlement administrator with experience administering a similar settlement, to
 13 implement a process generating seamless distribution of funds to Class members, at a cost of
 14 approximately \$191,271.25. *Id.*⁸

15 **III. Non-monetary relief.**

16 Plaintiffs secured two forms of non-monetary relief for the Class. First, LinkedIn modified
 17 its Ads Agreement with advertisers in a manner agreed upon by the parties, addressing the issues
 18 noted by Plaintiff in the operative complaint. Larry Decl. ¶¶ 17, 18. Second, in the Settlement
 19 Agreement itself, LinkedIn agreed to use commercially reasonable efforts to engage a reputable
 20
 21

22 ⁷ The parties have agreed, subject to Court approval, that the *cy pres* recipient shall be the
 23 Consumer Federation of America. Settlement ¶ II.10. The Consumer Federation of America is an
 24 association of non-profits that, among other things, performs research used to assist consumer
 25 advocates and policymakers in matters including the remediation of false-advertising practices.
 26 See *Overview*, Consumer Federation of America, <https://consumerfed.org/overview/> (last
 27 accessed July 25, 2024); *Consumer Complaint Survey Report*, Consumer Federation of America,
 28 [https://consumerfed.org/wp-content/uploads/2023/05/2022-Consumer-Complaint-Survey-
 Report.pdf](https://consumerfed.org/wp-content/uploads/2023/05/2022-Consumer-Complaint-Survey-Report.pdf) (last accessed July 25, 2024); *Nation's Top Consumer Complaints*, Consumer
 Federation of America, [https://consumerfed.org/press_release/nations-top-consumer-complaints-
 2019/](https://consumerfed.org/press_release/nations-top-consumer-complaints-2019/) (last accessed July 25, 2024). Neither Keller Postman nor Romanucci & Blandin has any
 pre-existing relationship with the *cy pres* recipient.

⁸ Neither Keller Postman nor Romanucci & Blandin has engaged A.B. Data in the last two years.

1 third party to audit certain click and impression metrics, for at least two years after the Final
2 Approval Order. *See* Settlement ¶ V.1.

3 **IV. The release of the Class members' claims.**

4 In exchange for the monetary and injunctive relief, Plaintiffs and the Class members will
5 provide a release of claims against LinkedIn, its officers, directors, legal representatives,
6 successors, subsidiaries, and assigns. Settlement, ¶¶ 1.19, XIV.1–2. The release is limited to claims
7 “that arise from or relate to the facts, activities or circumstances alleged in the Action.” *Id.*,
8 ¶ XIV.1.

9 The Northern District’s guidelines ask the parties to address whether the claims to be
10 released differ from the claims in the operative complaint. *See* N.D. Cal., *Proc. Guidance for Class*
11 *Action Settlements*, § 1.c. Here, the parties seek to release only those claims that were or could
12 have been pleaded based on the facts alleged by Plaintiffs. In short, the settlement release has the
13 same scope that *res judicata* principles would have applied in the event of a judgment on the merits
14 concerning a certified class. Such a release is appropriate and typical. *See Hesse v. Sprint Corp.*,
15 598 F.3d 581, 590 (9th Cir. 2010).

16 **V. Attorneys’ fees, costs, and service awards.**

17 Plaintiff’s counsel have yet to be compensated for their litigation efforts. Having litigated
18 this case in this Court for a year, and in the Ninth Circuit for roughly the same period of time,
19 while advancing hundreds of thousands of dollars in litigation expenses on the Class’s behalf,
20 Plaintiff’s counsel will file a motion asking the Court to award attorneys’ fees of 25% of the
21 settlement fund, the benchmark in the Ninth Circuit. *See In re Online DVD-Rental Antitrust Litig.*,
22 779 F.3d at 949. In addition, Plaintiff’s counsel intends to seek reimbursement of \$154,874.94 in
23 expenses incurred prior to execution of the settlement in litigating this case. Larry Decl. ¶ 21.

24 Plaintiffs will provide additional detail, consistent with Rule 23(h), when they file their
25 formal fee motion. In that motion, Plaintiffs’ counsel will provide a more thorough description of
26 their efforts during the litigation, a more detailed accounting of their litigation costs, and authority
27 supporting the reasonableness of the requested payments. While Plaintiffs will provide more detail
28

1 with their formal fee motion, per the Northern District’s guidelines, Plaintiffs also provide the
2 following lodestar information now: Plaintiff’s counsel have devoted about 3,252 hours to this
3 case; they have not been compensated for any of that time or effort to date; and their lodestar using
4 their typical hourly billing rates totals \$2,556,930.50. Plaintiffs’ counsel anticipate that their
5 lodestar will increase over the coming months, as they prepare a final approval motion and a formal
6 application for their fees and costs, and as they work with the Settlement Administrator, LinkedIn,
7 and the Class members to implement the Settlement.

8 Plaintiffs also intend to ask the Court to award each of them service awards to recognize
9 the time, effort, and expense they incurred pursuing claims against LinkedIn, which benefited the
10 entire class. In addition to the substantial time and effort Plaintiffs incurred in assisting with the
11 preparation of amended pleadings and responses to discovery requests—which included a line-by-
12 line review of the advertisements purchased by Plaintiffs and the accompanying metrics for those
13 ads—litigation of this case presented unique risks not typically seen in class actions. Each Plaintiff
14 faced the risk of potential reputational harm as actual and potential customers, suppliers, and
15 investors could have viewed their involvement with skepticism, or questioned why company
16 resources were being directed to litigation rather than core operations. Additionally, Plaintiffs
17 devoted substantial time to the resolution of this action, not only in pre- and post-mediation work,
18 but also at the mediation itself, with Noirefy’s CEO traveling from Chicago to personally attend,
19 and TopDevz’s former CEO participating by phone throughout the day. Given that involvement,
20 Plaintiffs will request service awards of \$25,000 each from the settlement fund, subject to the
21 Court’s approval. *See* Agreement, Ex. A-1.

22 **VI. CAFA Compliance**

23 Per the Northern District’s Procedural Guidance for Class Action Settlements, CAFA
24 notice is required. Under the Settlement Agreement, CAFA notice will be disseminated by the
25 Settlement Administrator, within 10 days of the filing of this motion. Agreement ¶ VII.12. No
26
27
28

1 additional notice to government entities, such as the Labor & Workforce Development Agency, is
2 required.⁹

3 ARGUMENT

4 “The Ninth Circuit maintains a strong judicial policy that favors the settlement of class
5 actions.” *McKnight v. Uber Techs., Inc.*, No. 14-cv-5615, 2017 WL 3427985, at *2 (N.D. Cal.
6 Aug. 7, 2017). The Court must, however, “determine whether a proposed settlement is
7 fundamentally fair, adequate and reasonable” pursuant to Rule 23(e). *Staton v. Boeing Co.*, 327
8 F.3d 938, 959 (9th Cir. 2003). “The proposed settlement need not be ideal, but it must be fair and
9 free of collusion, consistent with counsel’s fiduciary obligations to the class.” *See id.* (citing
10 *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1027 (9th Cir. 1998)). “Whether a settlement is
11 fundamentally fair within the meaning of Rule 23(e) is different from the question whether the
12 settlement is perfect in the estimation of the reviewing court.” *Lane v. Facebook, Inc.*, 696 F.3d
13 811, 819 (9th Cir. 2012). Before preliminarily approving the settlement, however, the Court “must
14 first evaluate whether certification of a settlement class is appropriate under Federal Rule of Civil
15 Procedure 23(a) and (b).” *In re Chrysler-Dodge-Jeep*, 2019 WL 536661, at *5.

16 **I. The settlement class should be certified.**

17 For certification to be appropriate, the proposed class must satisfy all four of Rule 23(a)’s
18 prerequisites—numerosity, commonality, typicality, and adequacy—and one of Rule 23(b)’s
19 prongs. Fed. R. Civ. P. 23. Though the same rules apply, the certification factors are given different
20 weights when assessing settlement classes as opposed to litigation classes. *See In re Hyundai &*
21 *Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019) (en banc). For example, when deciding
22 to certify a settlement class, “manageability is not a concern,” since the settlement will eliminate
23 the need for a trial. *Id.* at 557. On the other hand, “[t]he aspects of Rule 23(a) and (b) that are ...

25 ⁹ While the Settlement does provide ad credit to the advertisers, it does not qualify as a coupon
26 settlement under 28 U.S.C. § 1712 because (a) they do not require any class member to spend
27 additional money out of pocket with LinkedIn, and (b) they can be substituted for cash or
28 electronic payment card. *See In re Online DVD-Rental Antitrust Litig.*, 779 F.3d 934, 950–52
(9th Cir. 2015).

1 designed to protect absent [class members] by blocking unwarranted or overbroad class
2 definitions” require “heightened attention by the district court.” *Id.* at 558 (quotation omitted). The
3 focus is “on whether a proposed class has sufficient unity so that absent members can fairly be
4 bound by decisions of class representatives.” *Id.* (quotation omitted).

5 Here, the settlement class is composed only of those U.S.-based advertisers who advertised
6 on LinkedIn from January 1, 2015 through May 31, 2023. Agreement ¶ II.29. That class definition
7 is narrower than the definition proposed in Plaintiffs’ complaints, both in terms of time period
8 (going back only to January 1, 2015, rather than to when advertising started on LinkedIn) and
9 geography (covering only U.S.-based advertisers, rather than global). Thus, there is no risk that
10 the settlement expands the class’s scope improperly. *See Hyundai & Kia*, 926 F.3d at 558. As set
11 forth below, the proposed settlement class satisfies the requirements of Rules 23(a) and (b)(3).

12 **A. The Class is too numerous for individual joinder.**

13 Rule 23(a) requires that the proposed class be so numerous that joinder of all members is
14 impracticable. Fed. R. Civ. P. 23(a)(1). Typically, classes of at least 40 members are presumed to
15 meet this requirement. *Arroyo v. Int’l Paper Co.*, No. 17-cv-6211, 2019 WL 1508457, at *2 (N.D.
16 Cal. Apr. 4, 2019). Here, the settlement class has approximately 300,000 members, according to
17 LinkedIn’s records. Schachter Decl. ¶ 10. The numerosity requirement is easily satisfied.

18 **B. The Class presents common questions of law and fact.**

19 All class actions must have “questions of law or fact common to the class.” Fed. R. Civ. P.
20 23(a)(2). Commonality requires that the class members’ claims “depend upon a common
21 contention” such that “determination of its truth or falsity will resolve an issue that is central to
22 the validity of each one of the claims in one stroke.” *Wal-Mart Stores v. Dukes*, 564 U.S. 338, 350
23 (2011). Here, the proposed class members’ claims raise a number of common issues, including
24 whether: (a) the class members had to establish the absence of an adequate remedy at law; (b)
25 class members could establish the absence of an adequate remedy at law; (c) LinkedIn breached
26 the implied covenant of good faith and fair dealing; (d) LinkedIn breached the implied duty of
27 reasonable care; and (e) LinkedIn made misrepresentations likely to deceive a reasonable person.

1 The “circumstances of each particular class member” therefore “retain a common core of factual
2 or legal issues with the rest of the class.” *Evon v. Law Offices of Sidney Mickell*, 688 F.3d 1015,
3 1029 (9th Cir. 2012).

4 **C. Plaintiffs’ claims are typical of the class members’.**

5 “[T]he claims or defenses of the representative parties” must be “typical of the claims or
6 defenses of the class” to warrant certification. Fed. R. Civ. P. 23(a)(3). “[T]he typicality
7 requirement is permissive and requires only that the representative’s claims are reasonably co-
8 extensive with those of absent class members; they need not be substantially identical.” *Rodriguez*
9 *v. Hayes*, 591 F.3d 1105, 1124 (9th Cir. 2010). Plaintiffs assert the same claims with the same
10 underlying factual allegations as all other class members: that LinkedIn promised advertisers
11 would only pay when someone engaged with their advertisements, but they were in fact charged
12 for non-genuine activity, which persisted on LinkedIn’s platform due to ineffective auditing and
13 verification measures, and raised prices to advertise on the platform across the board. *See* ECF No.
14 89, ¶¶ 49–80, 148–223. This common course of conduct gives rise to the same “reasonably co-
15 extensive” claims for all class members for purposes of settlement. *Rodriguez*, 591 F.3d at 1124;
16 *Just Film, Inc. v. Buono*, 847 F.3d 1108, 1117 (9th Cir. 2017) (Plaintiff’s “claim is reasonably
17 coextensive with that of the class because she alleges [the relevant defendants] committed the *same*
18 overall course of misconduct against other members of the class ... and the class’s alleged injuries
19 also resulted from that course of misconduct.”).

20 **D. Plaintiffs and their counsel have and will continue to adequately represent**
21 **the class.**

22 The final Rule 23(a) requirement is that “the representative parties will fairly and
23 adequately protect the interests of the class.” Fed. R. Civ. P. 23(a)(4). “Determining whether
24 representation is adequate requires the court to consider two questions: ‘(a) do the named plaintiffs
25 and their counsel have any conflicts of interest with other class members and (b) will the named
26 plaintiffs and their counsel prosecute the action vigorously on behalf of the class.’” *Sali v. Corona*
27 *Regional Medical Center*, 909 F.3d 996, 1007 (9th Cir. 2018) (quoting *In re Mego Fin. Corp. Secs.*
28

1 *Litig.*, 213 F.3d 454, 462 (9th Cir. 2000)). Here, neither Plaintiffs nor their counsel have any
2 conflicts of interest with absent class members. Rather, their interests are aligned: Plaintiffs
3 purchased advertising on LinkedIn just like every class member, and they share those members'
4 interest in recovering for their overpayments.

5 Plaintiffs and their counsel have also demonstrated their commitment to the class: since
6 the case was filed in November 2020, Plaintiff's counsel have spent thousands of hours litigating
7 the case, and have incurred approximately \$218, 348 in litigation expenses. *See* Larry Decl. ¶ 21;
8 Neiman Decl. ¶ 6; Fruchter Decl. ¶ 3; Lurie Decl. ¶ 11. This case was hard fought; in addition to
9 drafting the complaints and opposing LinkedIn's motions to dismiss, discovery took a substantial
10 amount of time as Plaintiffs served discovery, raised and ultimately briefed discovery disputes,
11 engaged expert witnesses, had to provide extensive written discovery responses, and fully briefed
12 Plaintiffs' appeal before engaging in mediation. Larry Decl. ¶¶ 9, 13. Proposed class counsel are
13 well-versed in complex class litigation, and devoted substantial time and expertise for the benefit
14 of the class. Larry Decl. ¶ 3; Nieman Decl. ¶ 3. There is no reason to doubt the adequacy of the
15 proposed class's representation.

16 **E. Common issues predominate.**

17 "In addition to meeting the conditions imposed by Rule 23(a), the parties seeking class
18 certification must also show that the action is maintainable under Fed. R. Civ. P. 23(b)(1), (2), or
19 (3)." *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1022 (9th Cir. 1998). Plaintiffs seek certification
20 under Rule 23(b)(3), which requires that "the questions of law or fact common to class members
21 predominate over any questions affecting only individual members, and that a class action is
22 superior to other available methods for fairly and efficiently adjudicating the controversy." Fed.
23 R. Civ. P. 23(b)(3).

24 Whether "a proposed class is sufficiently cohesive to satisfy Rule 23(b)(3) is informed by
25 whether certification is for litigation or settlement." *In re Hyundai & Kia*, 926 F.3d at 558. In the
26 settlement context, "predominance is 'readily met' in cases alleging consumer fraud." *Id.* at 559
27 (quoting *Amchem Prod. v. Windsor*, 521 U.S. 591, 625 (1997)). Class treatment is especially
28

1 appropriate where, as here, a choice-of-law clause “require[s] the application of only one state’s
2 laws to the entire class, then the representation of multiple states within the class does not pose a
3 barrier to class certification.” *Johnson v. Nextel Commc ’ns Inc.*, 780 F.3d 128, 141 (2d Cir. 2015).
4 Here, the class members’ claims are defined primarily by LinkedIn’s conduct: whether LinkedIn
5 misrepresented that users would be charged only for genuine engagement, whether that
6 representation was false, and whether LinkedIn took reasonable and adequate measures to ensure
7 that advertisers were not charged for non-genuine engagement. *See generally* ECF No. 89.

8 **F. Class proceedings are superior.**

9 Similarly, it is superior to resolve all class members’ claims through a single class action
10 rather than a series of individual lawsuits. “The matters pertinent” to the superiority inquiry
11 include:

- 12 (A) the class members’ interests in individually controlling the
prosecution or defense of separate actions;
- 13 (B) the extent and nature of any litigation concerning the controversy
14 already begun by or against class members;
- 15 (C) the desirability or undesirability of concentrating the litigation of the
16 claims in the particular forum; and
- 17 (D) the likely difficulties in managing a class action.

18 Fed. R. Civ. P. 23(b)(3).

19 Generally speaking, “[f]rom either a judicial or litigant viewpoint, there is no advantage in
20 individual members controlling the prosecution of separate actions. There would be less litigation
21 or settlement leverage, significantly reduced resources and no greater prospect for recovery. Here,
22 to Plaintiffs’ knowledge, there have been no individual lawsuits filed against LinkedIn by any class
23 member concerning the same conduct; the only other litigation has been other class actions that
24 were voluntarily dismissed and/or consolidated with this action. *See Krisco v. LinkedIn Corp.*, No.
25 20-cv-8204 (N.D. Cal.) (voluntarily dismissed Dec. 28, 2020); *Synergy RX PBM LLC v. LinkedIn*
26 *Corp.*, No. 21-cv-513 (consolidated with this action on Feb. 24, 2021; voluntarily dismissed on
27 July 4, 2021). As to the desirability of concentrating litigation in this forum, “[w]here thousands
28

1 of identical complaints would have to be filed, it is superior to concentrate claims through a class
2 action in a single form.” *Hodges v. Akeena Solar, Inc.*, 274 F.R.D. 259, 271 (N.D. Cal. 2011).

3 Accordingly, class certification for settlement purposes is appropriate under Rule 23(b)(3).

4 **II. The settlement warrants preliminary approval.**

5 Rule 23(e)(2) governs the approval of a class action settlement, and provides that the Court
6 consider whether:

7 (A) the class representatives and class counsel have adequately represented the class;

8 (B) the proposal was negotiated at arm’s length;

9 (C) the relief provided for the class is adequate, taking into account:

10 (i) the costs, risks, and delay of trial and appeal;

11 (ii) the effectiveness of any proposed method of distributing relief to the class,
12 including the method of processing class-member claims;

13 (iii) the terms of any proposed award of attorney’s fees, including timing of
14 payment; and

15 (iv) any agreement required to be identified under Rule 23(e)(3); and

16 (D) the proposal treats class members equitably relative to each other.

17 Fed. R. Civ. P. 23(e)(2). Here, the Settlement satisfies each factor.

18 **A. Plaintiffs and their counsel have adequately represented the class.**

19 Rule 23(e)(2)(A) requires the assessment of the adequacy of the representation by the class
20 representatives and attorneys, including by analyzing “the nature and amount of discovery”
21 undertaken in the litigation. Fed. R. Civ. P. 23(e)(2)(A) advisory committee’s note.

22 Here, the class representatives have diligently represented the class. In addition to working
23 with counsel to craft four complaints—including by providing details and screenshots for their
24 specific ad purchases—the plaintiffs each responded to a dozen interrogatories and 21 requests for
25 production and conducted detailed ESI searches. Larry Decl. ¶ 9. The class representatives were
26 also active participants in the mediation process. In addition to reviewing and approving of all
27 settlement positions, Noirefy’s CEO traveled from Chicago to California to participate in the full-
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1 day mediation with Mr. Wulff, while TopDevz’s former CEO participated throughout the
2 mediation by telephone. Larry Decl. ¶¶ 13.

3 Proposed Class Counsel have also adequately represented the class. They vigorously
4 litigated this case, drafting four complaints, opposing two motions to dismiss, engaging in
5 substantial discovery efforts, and fully briefing the appeal. Larry Decl. ¶ 9. They also engaged
6 multiple experts to assist in pursuing recovery, including source-code experts to analyze
7 LinkedIn’s auction system and anti-fraud measures, data analysts and auditors to review and
8 analyze LinkedIn’s advertising data, and an economics expert to develop and implement a
9 damages model. Larry Decl. ¶ 10. In conjunction with those efforts, Plaintiffs’ counsel have
10 advanced approximately \$218,348 in litigation expenses on behalf, with no guarantee of
11 repayment. Larry Decl. ¶ 21; Neiman Decl. ¶ 6; Fruchter Decl. ¶ 3; Lurie Decl. ¶ 11.

12 Those efforts were the product of proposed Class Counsel’s years of successfully litigating
13 prior class actions involving consumer protection and fraud claims, including under California law
14 (and even against LinkedIn), and many cases in this District. Larry Decl. ¶ 3; Neiman Decl. ¶ 3.

15 **B. The settlement was the result of arm’s-length negotiations, facilitated by the**
16 **Ninth Circuit Mediator and a private mediator, over a lengthy time period.**

17 The second Rule 23(e)(2) factor requires that the proposed settlement was negotiated at
18 arm’s length. Fed. R. Civ. P. 23(e)(2)(B). As with the preceding factor, this can be “described as
19 [a] ‘procedural’ concern[], looking to the conduct of the litigation and of the negotiations leading
20 up to the proposed settlement.” Fed. R. Civ. P. 23(e)(2)(A) and (B) advisory committee’s note
21 (2009). Where, as here, the settlement was negotiated before class certification, the Court should
22 also scrutinize the settlement “not only for explicit collusion, but also for more subtle signs that
23 class counsel have allowed pursuit of their own self-interests and that of certain class members to
24 infect the negotiations.” *Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 966 (N.D.
25 Cal. 2019) (citing *In re Bluetooth Headsets Litig.*, 654 F.3d 935, 947 (9th Cir. 2011)).

26 Here, the facts confirm the arm’s-length nature of the settlement. To start, the parties did
27 not begin settlement negotiations until after this Court dismissed plaintiffs’ claims, plaintiffs
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1 appealed the dismissal, and the parties were assigned to the Ninth Circuit mediation panel, all of
2 which was “after ... a year of litigation during which time the parties had ample opportunity to
3 take discovery and assess the merits of this action.” *Lewis v. Silvertree Mohave Homeowners’*
4 *Ass’n, Inc.*, No. 16-03581, 2017 WL 549816, at *3 (N.D. Cal. Nov. 16, 2017). Larry Decl. ¶¶ 9–
5 13. Those initial efforts failed, and the parties did not revisit settlement again until appellate
6 briefing was complete. *Id.*

7 Second, the settlement was the result of a full-day private mediation, and the fact that “the
8 Settlement is based on a mediator’s proposal further supports a finding that the settlement
9 agreement is not the product of collusion.” *Lusk v. Five Guys Enterps LLC*, No.
10 117CV00762AWIEPG, 2022 WL 4791923, at *9 (E.D. Cal. Sept. 30, 2022); *Garcia v.*
11 *Schlumberger Lift Sols.*, No. 118CV01261DADJLT, 2020 WL 6886383, at *13 (E.D. Cal. Nov.
12 24, 2020), report and recommendation adopted, No. 118CV01261DADJLT, 2020 WL 7364769
13 (E.D. Cal. Dec. 15, 2020); *In re MyFord Touch Consumer Litig.*, No. 13-cv-03072-EMC, 2019
14 WL 1411510, at *8 (N.D. Cal. Mar. 28, 2019) (settlement being based on mediator’s proposal
15 supported finding that settlement resulted from arm’s-length negotiations).

16 Third, and finally, the settlement bears no signs of collusion: the requested fees are in line
17 with the circuit benchmark, there is no “clear sailing” arrangement whereby LinkedIn has agreed
18 not to contest the fee motion, and no unawarded money will revert to LinkedIn. *See In re*
19 *Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*, 895 F.3d 597, 611 n.19
20 (9th Cir. 2018). In sum, to the extent heightened scrutiny is applied to this settlement because it
21 was reached prior to certification, that scrutiny reveals that the Settlement was the result of arm’s-
22 length negotiations.

23 **C. The relief provided by the settlement is adequate.**

24 The third factor to be considered is whether “the relief provided for the class is adequate,
25 taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any
26 proposed method of distributing relief to the class, including the method of processing class-
27 member claims; (iii) the terms of any proposed award of attorneys’ fees, including timing of
28

1 payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P.
2 23(e)(2)(C). Under this factor, the relief “to class members is a central concern.” Fed. R. Civ. P.
3 23(e)(2)(C) advisory committee’s note.

4 Here, each Rule 23(e)(2)(C) factor favors approval.

5 **1. The settlement provides substantial relief to the class.**

6 The relief to be provided to the settlement class is significant. First, the recovery compares
7 favorably relative to other class actions involving similar claims, which have often resulted in
8 nonrecovery. For example, *dotStrategy Co. v. Facebook Inc.* involved comparable claims that
9 advertisers on Facebook would not charge for ad engagement with fake or fraudulent accounts.
10 *See dotStrategy Co. v. Facebook Inc.*, No. C 20-00170 WHA, 2021 WL 5415265, at *3 (N.D. Cal.
11 Nov. 20, 2021), *aff’d sub nom. dotStrategy Co. v. Meta Platforms, Inc.*, No. 21-17056, 2022 WL
12 17248983 (9th Cir. Nov. 28, 2022). In that case, Judge Alsup denied class certification, *see*
13 *dotStrategy Co. v. Facebook Inc.*, No. C 20-00170 WHA, 2021 WL 2550391 (N.D. Cal. June 22,
14 2021), before granting summary judgment for the defendant. *See dotStrategy Co.*, 2021 WL
15 5415265. The Ninth Circuit then affirmed that summary judgment finding. *dotStrategy Co.*, 2022
16 WL 17248983. The plaintiff pursued similar claims in *dotStrategy Co. v. Twitter, Inc.* 476 F. Supp.
17 3d 978 (N.D. Cal. 2020). That case, however, achieved no recovery for the proposed class, as it
18 was dismissed voluntarily in discovery shortly after the denial of class certification by Judge Alsup
19 in the other *dotStrategy* case. *dotStrategy Co. v. Twitter, Inc.*, No. 19-cv-6176, ECF No. 105 (N.D.
20 Cal. Dec. 21, 2021).¹⁰

21 This case, too, involves significant, contested legal issues, which resulted in this Court
22 dismissing the Second Amended Complaint with prejudice. Although the outcome of Plaintiffs’
23 appeal in this case remains uncertain, the fact that LinkedIn prevailed in the trial court, and that
24 other class actions asserting similar claims have resulted in no recovery for class members,
25

26 ¹⁰ Other comparable cases have met a similar fate. *See, e.g., Singh v. Google LLC*, No. 16-CV-
27 03734-BLF, 2022 WL 94985 (N.D. Cal. Jan. 10, 2022) (denying class certification);
28 *IntegrityMessageBoards.com v. Facebook, Inc.*, No. 18-CV-05286-PJH, 2021 WL 3771785, at
*1 (N.D. Cal. Aug. 24, 2021) (same).

1 provides strong evidence that the settlement’s benefits to class members—including a \$6.625
2 million settlement fund, and a stipulation for third-party auditing of metrics—are significant.

3 Another comparable for this settlement is the \$40 million recovery in a class action alleging
4 that Facebook had misrepresented video advertising metrics over a multi-year period. *See Letizia*
5 *v. Facebook Inc.*, 267 F. Supp. 3d 1235, 1239–41 (N.D. Cal. 2017). That case, which was resolved
6 prior to the Ninth Circuit issuing its opinion in *Sonner v. Premier Nutrition Corp.*, 971 F.3d 834,
7 838 (9th Cir. 2020), involved a defendant with yearly ad revenue (at the time of settlement, in
8 2019) of over \$69 billion,¹¹ compared to LinkedIn’s 2019 ad revenue of over \$2.5 billion.¹²

9 The relief obtained by the settlement also compares favorably to the potential recovery at
10 trial. In their Second Amended Complaint, Plaintiffs asserted claims under the FAL and UCL, the
11 UCL, for breach of the implied duty of reasonable care and breach of the implied covenant of good
12 faith and fair dealing. ECF No. 89. In connection with its accreditation by a third-party review
13 body (Media Rating Council), LinkedIn has estimated that “approximately 0.5% of ad impressions
14 and 0.2% of ad clicks were produced by restricted accounts”—i.e., accounts that LinkedIn later
15 restricted.¹³ Even assuming \$12 billion of U.S. advertising revenue during the class period—a
16 number that is consistent with Plaintiffs’ estimates and data provided by LinkedIn—these rates
17 would lead to a total potential recovery ranging from \$24 million and \$60 million, or a midpoint
18 of \$42 million.¹⁴ That estimate applies whether the recovery is viewed as restitution¹⁵—“[t]he only

19 _____
20 ¹¹ *Facebook Reports Fourth Quarter and Full Year 2019 Results*, Meta (Jan 29, 2020),
<https://investor.fb.com/investor-news/press-release-details/2020/Facebook-Reports-Fourth-Quarter-and-Full-Year-2019-Results/default.aspx>.

21 ¹² *Annual advertising revenue generated by LinkedIn worldwide from 2017 to 2027*, Statista,
22 <https://www.statista.com/statistics/275933/linkedin-advertising-revenue/> (last accessed July 25,
2024).

23 ¹³ *Description of Methodology for LinkedIn Marketing Solutions*, LinkedIn,
<https://www.linkedin.com/help/lms/answer/a1414205> (last accessed June 19, 2024).

24 ¹⁴ Such a potential recovery does not take into account LinkedIn’s contention that any recovery
25 in this case would have to be reduced by the value of makegoods LinkedIn has issued for
26 technical issues during the class period. *See, e.g., “We discovered two measurement issues. Here’s how we’re making it right,”* (hereafter, “LinkedIn Blog Post”), LinkedIn Marketing
27 Solutions Blog (Nov. 12, 2020) at [https://business.linkedin.com/marketing-
28 solutions/blog/linkedin-news/2020/how-we-re-working-to-improve](https://business.linkedin.com/marketing-solutions/blog/linkedin-news/2020/how-we-re-working-to-improve), cited at Compl. ¶ 49 n.8.

¹⁵ The restitution available to Plaintiffs would be equal to the “difference between what was paid
and what a reasonable consumer would have paid at the time of purchase without the fraudulent

1 form[] of [monetary] relief that a private individual may pursue under the UCL and FAL,” *In re*
2 *Nexus 6P Prods. Liab. Litig.*, 293 F. Supp. 3d 888, 951 (N.D. Cal. 2018)—or damages for breach
3 of the implied duty or the implied covenant.¹⁶

4 The Settlement, therefore, represents a sizeable percentage (15.77%) of the estimated trial
5 recovery available under any of Plaintiff’s claims. Of course, that hypothetical recovery is subject
6 to substantial downward pressure due to the continued litigation risks remaining: Plaintiffs’ appeal,
7 LinkedIn’s opposition to class certification, summary judgment, trial, and further appeal, any of
8 which could result in no recovery at all.

9 In other cases, courts have recognized that a recovery of 15% of what could be potentially
10 recovered at trial easily justifies resolution through settlement, rather than bearing additional risk
11 through continued litigation. *See, e.g., Rihn v. Acadia Pharm. Inc.*, No. 15-CV-00575 BTM-DHD,
12 2018 WL 513448, at *4 (S.D. Cal. Jan. 22, 2018) (finding recovery of approximately 15% of
13 potential damages “substantial”); *Stovall-Gusman v. W.W. Granger, Inc.*, No. 13-CV-02540-HSG,
14 2015 WL 3776765, at *4 (N.D. Cal. June 17, 2015) (approving settlement where gross fund
15 represented 10% of potential recovery, and net fund (after fees, costs, notice and administration
16 expenses, and incentive award) was 7.3% of potential recovery)); *Hayes v. MagnaChip*
17 *Semiconductor Corp.*, No. 14-cv-1160, 2016 WL 6902856, at *2 (N.D. Cal. July 18, 2016) (finally
18 approving settlement recovering 15 percent of potential amount).

19 In other words, the negotiated relief readily satisfies Rule 23’s fairness, reasonableness,
20 and adequacy requirements. And on an absolute basis, the settlement returns millions of dollars to
21 the Class, in a case that was fiercely contested, and where there was concrete risk, as proven by
22 the Court’s dismissal of the claims. Even upon a showing of liability, Plaintiffs faced many hurdles,
23 including proving the quantum of monetary recovery. Under these circumstances, Plaintiffs and
24

25 _____
26 or omitted information.” *Pulaski & Middleman, LLC v. Google, Inc.*, 802 F.3d 979, 989 (9th Cir.
2015).

27 ¹⁶ Similar to the restitution available for Plaintiffs’ UCL and FAL claims, “[t]he difference
28 between price paid for a product and value received’ is ... the main measure of contract
damages.” *Williams v. Apple, Inc.*, 338 F.R.D. 629, 652 (N.D. Cal. 2021).

1 their counsel wholeheartedly endorse the negotiated resolution of this action. Larry Decl. ¶ 25;
2 Neiman Decl. ¶ 7; Fruchter Decl. ¶ 4; Lurie Decl. ¶ 12.

3 **2. The costs, risk, and delay of continued appeal and any trial weigh in**
4 **favor of approval.**

5 The Ninth Circuit’s “strong judicial policy that favors settlements, particularly where
6 complex class action litigation is concerned,” *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234,
7 1238 (9th Cir. 1998), reflects the high levels of cost, risk, and lengthy duration that accompany all
8 class actions. Here, those risks are heightened, given the Court’s dismissal of Plaintiffs’ claims
9 prior to settlement.

10 As to the merits of the case, while Plaintiffs believe they had a strong case on liability, they
11 recognize that they lost on a motion to dismiss before this Court, and would have had to win in the
12 Ninth Circuit to revive their claims. Plaintiffs believe their arguments on appeal were correct, but
13 the reality is that only 14% of private civil litigants obtain reversals on appeal in the federal
14 courts.¹⁷ Additionally, the primary roadblock to Plaintiffs’ claims, the Ninth Circuit’s *Sonner*
15 decision, is still controlling, despite many cases seeking establish a basis for narrowing or avoiding
16 its import. *See, e.g., Sonner v. Premier Nutrition Corp.*, 49 F.4th 1300 (9th Cir. 2022); *Guzman v.*
17 *Polaris Indus. Inc.*, 49 F.4th 1308 (9th Cir. 2022); *In re Apple Processor Litig.*, No. 22-16164,
18 2023 WL 5950622, at *2 (9th Cir. Sept. 13, 2023); *Klaehn v. Cali Bamboo LLC*, No. 21-55738,
19 2022 WL 1830685, at *3 (9th Cir. June 3, 2022).

20 Even if Plaintiff had succeeded on appeal, recovery was still uncertain and potentially years
21 away. To start, a ruling from the Ninth Circuit would likely not issue until months after oral
22 argument. Even then, on remand, the parties would have to engage in months of discovery before
23 class certification briefing. Adversarial class certification proceedings would present another risk,
24 *see dotStrategy Co. v. Facebook*, 2021 WL 2550391 (denying class certification in similar class
25 action), and would take months to resolve (or longer, in the event of appellate proceedings under
26

27 ¹⁷ *Just the Facts: U.S. Courts of Appeals*, United States Courts (Dec. 20, 2016),
28 <https://www.uscourts.gov/news/2016/12/20/just-facts-us-courts-appeals#table2>

1 Rule 23(f)). Next would come the class-notice process, followed by summary-judgment
2 proceedings. Summary judgment would prevent a further risk of non-recovery, *see, e.g., id.*, and
3 would have incurred substantial costs—likely in the high six figures, at least—on expert testimony
4 relating to the appropriate measure of damages and/or restitution. Finally, if Plaintiffs’ claims
5 survived summary judgment, trial would follow, where success would be uncertain. If Plaintiffs
6 were to prevail, an appeal would follow, presenting another set of hurdles and in all likelihood
7 taking at least two years more to resolve. Thus, absent settlement, a recovery would be unlikely
8 before 2027 at the earliest.

9 On the other hand, if LinkedIn were to prevail at all—on appeal from the dismissal order,
10 at class certification, on a Rule 23(f) appeal from a class certification order, on summary judgment,
11 at trial, or on appeal after trial—the Class would get nothing. In light of those multiple, real risks,
12 and the time and expense that would go into overcoming them, the \$6.625 million class recovery
13 provided by the Settlement offers an excellent bargain.

14 **3. The distribution method will ensure the fund is automatically**
15 **distributed, weighing in favor of approval.**

16 The next factor for the Court to consider is “the effectiveness of any proposed method of
17 distributing relief to the class, including the method of processing class member claims.” Fed. R.
18 Civ. P. 23(e)(2)(C)(ii). Here, the Parties have done all that was practicable to ensure that relief is
19 distributed to the Class members as seamlessly as possible. Each class member will receive a
20 payment equal to the portion of the settlement fund proportionate to the class members’ spending
21 on LinkedIn advertising during the class period. *See* Agreement ¶ V.3.¹⁸

22 The payment methods are also intended to ensure maximum distribution of funds with
23 minimal action required by the Class members. Class members entitled to receive more than \$5
24 would receive payments by check mailed to the address on file with LinkedIn (or any updated
25 address provided to the Settlement Administrator), unless the Class member opted to instead
26 receive a virtual payment or ad credit. *See* Ex. B (“Addendum”), §4 (a)(i). All checks will expire

27 ¹⁸ Any class member whose *pro rata* payment would be less than \$0.01 will be rounded up to
28 \$0.01.

1 if uncashed after 180 days, and virtual payments will expire if the card is not activated within 180
2 days.¹⁹ Addendum § 4.

3 Any uncashed funds will then be redistributed to those Class members who received ad
4 credit, or did timely cash their checks or activate their virtual payment cards in the form of a second
5 round of distributions. *Id.* § 4(c). Those second-round distributions will be calculated based on
6 each entitled class member's *pro rata* share of the remaining amount, and will be issued in the
7 same form in which the original payment was made. *Id.* The second-round distributions would
8 expire if not activated within 90 days, and further distribution rounds with 30-day expiration
9 periods would follow until the cost of administration exceeds the amount to be distributed, at which
10 point the remaining funds will be donated to the proposed *cy pres* recipient, the Consumer
11 Federation of America. *Id.*; Agreement § II.10.

12 For Class members who are entitled to receive less than \$5 from the fund, who advertised
13 on LinkedIn on or after February 27, 2023, and for whom LinkedIn has active billing information
14 (referred to as "Active Advertisers"), the default payment form will be LinkedIn ad credit,
15 automatically applied to their accounts, although those Class members could elect to instead
16 receive payment by check (if the amount is more than \$1) or by virtual payment. *Id.* §4(b)(ii).
17 Finally, Class members entitled to less than \$5 but who are not Active Advertisers, the default
18 payment will be virtual, but they may elect to receive payment by check (if more than \$1) or by
19 ad credit instead. . *Id.* §4(a)(i). Class members who wish to modify their payment method may
20 request to do so at any point prior to the Objection/Exclusion Deadline. *Id.* §§ 4(a), (b).

21 Through this process, if the Settlement is approved, millions of dollars will be distributed
22 to Class members who will have to do nothing more than cash a check or activate a virtual payment
23 card.²⁰ Accordingly, this factor favors approval.

24
25
26 ¹⁹ Once activated, the virtual payments do not expire.

27 ²⁰ When activating the digital payment, the recipients will be required to confirm that they are
28 doing so on behalf of the entity that placed advertisements with LinkedIn (i.e., the class member).

1 **4. The proposed fee award is in line with the Circuit benchmark.**

2 The next factor—“the terms of any proposed award of attorneys’ fees, including timing of
3 payment,” Fed. R. Civ. P. 23(e)(2)(C)(iii)—likewise favors approval. As noted, Plaintiffs’ counsel
4 seek compensation from the settlement fund, which necessarily entails a fee award that is
5 proportional to the Class’s recovery. Here, the fee would compensate counsel at a multiplier of
6 0.65 (which will decrease as proceedings continue), *See* Larry Decl. ¶ 21; Neiman Decl. ¶ 6;
7 Fruchter Decl. ¶ 3; Lurie Decl. ¶ 11, which is more than reasonable in case like this, where
8 protracted litigation led to a strong recovery for the class. *See Sadowska v. Volkswagen Grp. Of*
9 *Am.*, No. CV 11-00665-BRO (AGRx), 2013 WL 9600948, at *9 (C.D. Cal. Sept. 25, 2013)
10 (“Multipliers can range from 2 to 4 or even higher”); *Steiner v. Am. Broad. Co.*, 248 F. App’x 780,
11 783 (9th Cir. 2007) (approving 6.85 multiplier and stating that it “still falls well within the range
12 of multipliers that courts have allowed”) (collecting cases). The proposed award is therefore
13 appropriate, and further supports preliminary approval.

14 **5. There are no additional agreements requiring disclosure under Rule**
15 **23(e)(3).**

16 Rule 23 also requires consideration of “any agreement required to be identified under Rule
17 23(e)(3),” Fed. R. Civ. P. 23(e)(2)(C)(iv), which includes “any agreement made in connection with
18 the proposal.” Fed. R. Civ. P. 23(e)(3). Here, the Settlement, the Addendum, and LinkedIn’s
19 updates to its Ads Agreement are the only agreements relating to the resolution of this case. Larry
20 Decl. ¶ 18. Accordingly, this factor also favors settlement.

21 **D. The settlement treats all settlement class members equitably.**

22 The final Rule 23(e)(2) factor turns on whether the proposed settlement “treats class
23 members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D). “Matters of concern could
24 include whether the apportionment of relief among the class members takes appropriate account
25 of differences among their claims, and whether the scope of the release may affect class members
26 in different ways that bear on the apportionment of relief.” Fed. R. Civ. P. 23(e)(2)(D) advisory
27 committee’s note, 2018 amendments.

1 Here, the settlement treats all Class members the same, paying them an amount
 2 proportionate to the amount they spent on LinkedIn advertising during the class period, and
 3 therefore proportional to any recovery they could have obtained at trial. *See, e.g. Altamirano v.*
 4 *Shaw Indus., Inc.*, No. 13-cv-00939, 2015 WL 4512372, at *8 (N.D. Cal. July 24, 2015) (no
 5 preferential treatment where settlement “compensates class members in a manner generally
 6 proportionate to the harm they suffered on account of [the] alleged misconduct”).

7 Finally, though Plaintiffs seek to receive additional money in the form of service awards,
 8 the extra payments are in recognition for the service they performed on behalf of the Class, and
 9 the Ninth Circuit has approved such awards. *See In re Online DVD-Rental Antitrust Litig.*, 779
 10 F.3d at 943 (“[I]ncentive awards that are intended to compensate class representatives for work
 11 undertaken on behalf of a class ‘are fairly typical in class action cases.’”) (quoting *Rodriguez v.*
 12 *W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009)). The proposed awards here are commensurate
 13 with the substantial discovery responded to by Plaintiffs, and their direct participation in the
 14 mediation that led to the Settlement.

15 **III. The Court should set a schedule for settlement administration and final approval.**

16 If the Court preliminarily approves the Settlement, notice must issue, and a final approval
 17 hearing must be scheduled. Accordingly, Plaintiffs propose the following schedule:

Event	Deadline
Dissemination of class notice	21 days after preliminary approval
Plaintiff to move for attorneys’ fees and incentive award	21 days after preliminary approval
Deadline for class members to object to or request exclusion from the settlement	56 days after preliminary approval
Plaintiff to move for final approval	70 days after preliminary approval
Deadline for filing affidavit attesting to notice	14 days prior to final approval hearing
Final approval hearing	At least 100 days after preliminary approval

CONCLUSION

For the forgoing reasons, Plaintiffs respectfully request that the Court certify the proposed Class for settlement purposes, appoint Keller Postman LLC and Romanucci & Blandin, LLC as Class Counsel, preliminarily approve the Settlement, approve the notice plan, and set a final approval hearing.

Dated: July 25, 2024

Respectfully submitted,

s/ J. Dominick Larry

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*Attorneys for Plaintiffs TopDevz, LLC, and
Noirefy, Inc.*

PROOF OF SERVICE

The undersigned certified and declared as follows:

I am a citizen of the United States and employed in Cook County, State of Illinois. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 150 N. Riverside Plaza, Suite 4100, Chicago, IL 60606. On the date set forth below, I served a copy of the following document(s):

NOTICE OF MOTION AND UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

On the interested parties in the subject actions by placing a true copy thereof as indicated below, and as addressed as follows:

BY ECF: by electronic service on the parties to this action pursuant to Local Rule 5-1. I hereby certify that the above documents were uploaded to the ECF Website and the ECF Webmaster will give email notification to all registered parties in this action.

I declare under penalty of perjury under the laws of the State of California and the United States that the above is true and correct.

Dated: July 25, 2024

s/ J. Dominick Larry

J. Dominick Larry (*pro hac vice*)
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*Attorneys for Plaintiffs TopDevz, LLC, and
Noirefy, Inc.*

**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 J. DOMINICK
LARRY IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

DECLARATION OF J. DOMINICK LARRY

Pursuant to 28 U.S.C. § 1746, I, J. Dominick Larry, hereby declare and state as follows:

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1. I am an attorney admitted to practice in the State of Illinois, and before this Court *pro hac vice*. I am Senior Counsel at Keller Postman LLC, which has been retained to represent Plaintiffs TopDevz, LLC and Noirefy, Inc. in this matter. I am over the age of 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise. If called to testify regarding the matters asserted herein, I could and would do so.

Background on Keller Postman

2. Keller Postman (“KP”) was founded with the mission of taking on the most complex and resource-intensive litigation challenges. More than 40% of Keller Postman’s partners and associates were law clerks at a federal court of appeals or district court, including four former law clerks at the Supreme Court of the United States.

3. The attorneys at Keller Postman have extensive experience litigating consumer-protection, unfair-competition, and deceptive-practices class actions. Keller Postman represents plaintiffs in complex litigation in federal and state courts and in arbitrations across the country. *See Ex. C.*

4. For example, Keller Postman has built a formidable product-liability practice, representing thousands of clients in a dozen consolidated actions throughout the country. Federal courts across the country have recognized KP’s creativity and skill by appointing the Firm’s lawyers to regularly take on leadership and law and briefing responsibilities in MDLs.

5. Keller Postman’s attorneys also have years of experience litigating class actions involving consumer protection and fraud claims, including under California law (and even against LinkedIn), and many cases in this District.

6. Keller Postman is now composed of over 65 attorneys and over 300 non-attorney professionals.

1 ***Class Counsel's litigation efforts***

2 7. This case was filed in November 2020. Earlier that month, The Wall Street Journal
3 reported that LinkedIn had detected measurement errors that inflated ad metrics, affecting more
4 than 418,000 advertisers,¹ including Plaintiffs Noirefy Inc. and TopDevz, LLC. In response,
5 LinkedIn acknowledged the error, and provided ad credits to affected advertisers.

6 8. Further research suggested that false, fraudulent, erroneous, and automated activity
7 on LinkedIn had inflated ad metrics and costs throughout the class period.

8 9. Since the inception of the litigation, Plaintiffs' counsel have vigorously prosecuted
9 this case, with LinkedIn consistently denying the core allegation of the suit and contesting
10 Plaintiffs' legal theories. Plaintiffs' counsel opposed three motions to dismiss, *see* ECF Nos. 47,
11 75, 99, served two sets of interrogatories and requests for production, collected and preserved 131
12 GB of data from Plaintiffs, and responded to and supplemented responses to a dozen
13 interrogatories and 21 requests for production. The parties also engaged in several rounds of meet-
14 and-confers, leaving discovery disputes pending with the Court when the motion to dismiss was
15 granted.

16 10. Plaintiffs' counsel also retained four expert witnesses on a variety of subjects
17 including source code and machine learning (as relevant to the functionality of LinkedIn's ad
18 auction), internet marketing, economics, and forensic accounting.

19 ***Settlement Efforts***

20 11. While this matter was on appeal, I participated in many conferences with the
21 assigned Ninth Circuit Mediator and counsel for LinkedIn.

22 12. The parties' first joint conference with the Circuit Mediator took place on March 4,
23 2022. The parties were unable to make meaningful progress toward a settlement during that
24 conference, and the case was released from the Ninth Circuit's mediation program shortly
25 thereafter.

26 _____
27 ¹ Sahil Patel, *LinkedIn Finds Measurement Errors That Inflated Video and Ad Metrics*,
28 Wall Street Journal (Nov. 12, 2020), <https://www.wsj.com/articles/linkedin-finds-measurement-errors-that-inflated-video-and-ad-metrics-11605228577>.

1 13. After the parties finished briefing the appeal and oral argument was scheduled, the
2 parties renewed their settlement discussions. After making progress, the parties scheduled a full-
3 day, private mediation with Randall W. Wulff of Wulff Quinby Sochynsky, on March 31, 2023.
4 In addition to counsel, Noirefy’s CEO personally attended the mediation, while TopDevz’s former
5 CEO participated throughout the day by phone.

6 14. Near the end of the mediation, Mr. Wulff made a proposal to the mediator. The
7 parties each separately accepted the proposal, and the parties reached agreement in principle on
8 the terms of their class action settlement.

9 15. Following the mediation, the parties continued to work with the Circuit Mediator
10 regarding resolution of the outstanding settlement issues and to ensure procedural compliance with
11 all Ninth Circuit rules.

12 16. Since the mediation, the parties have continued to work through several complex
13 issues, including the standard drafting and exchange of revisions to the settlement agreement,
14 collection and analysis of class data (including LinkedIn ad-spend data), and working with the
15 settlement administrator to establish a settlement-distribution framework that is both feasible and
16 equitable.

17 17. During those negotiations LinkedIn also agreed to update its Ads Agreement with
18 advertisers, and the parties negotiated the terms of those revisions, as they concerned specific
19 language at issue in Plaintiffs’ claims. The updated Ads Agreement, including the agreed-upon
20 language, was implemented on June 14, 2024.

21 18. Other than the Settlement Agreement, the Addendum, and the updates to the Ads
22 Agreement, there are no other agreements between the parties relating to the resolution of this
23 case.

24 ***Settlement Administration***

25 19. To assist in administering the settlement and transmitting settlement notice and
26 payment to the class, Plaintiff retained the services of A.B. Data Group. Before agreeing with A.B.
27 Data, Plaintiffs first received bids from four experienced and qualified settlement administrators,
28

1 three of whom Plaintiffs' or LinkedIn's counsel had worked with in other cases. The parties
2 ultimately selected A.B. Data because, in their judgment, A.B. Data offered the best practicable
3 notice and distribution plan tailored to the specific needs of the Class at the second-lowest
4 proposed price point. The parties were also appreciative of the fact that A.B. Data had administered
5 the *LLE One, LLC v. Facebook Inc.* litigation, which involved similar allegations, a similarly
6 composed class, and a similar distribution plan, No. 4:16-cv-06232-JSW (N.D. Cal.).

7 20. Through the competitive-bidding process, Plaintiffs' counsel were able to negotiate
8 a plan with A.B. Data to distribute money directly to the over 300,000 class members without
9 requiring a claims process, and were able—through the use of electronic payment methods for
10 lower-level payments—to limit the cost of administering the settlement (including providing
11 notice to the class) to an estimated \$132,102.50. As part of the distribution plan, some class
12 members will be sent a digital payments through A.B. Data's Digital PayPortal, which allows
13 Class members to accept payment in multiple digital forms, such as gift cards to popular retailers,
14 transfer to a PayPal account, or Visa digital debit card. Although this is the first time that any of
15 Plaintiffs' counsel have worked with A.B. Data on settlement administration, they have worked
16 with defense counsel previously, on the *LLE One v. Facebook* case, and came highly
17 recommended.

18 ***Time and Expenses***

19 21. To date, Keller Postman has not been compensated for its efforts in this litigation,
20 though it has devoted approximately 2,454 hours prosecuting the case through June 2, 2024,
21 entailing a lodestar of approximately \$1,764,245.50 based on the firm's typical hourly rates. Keller
22 Postman has also advanced approximately \$175,841.20 in litigation expenses on behalf of the
23 class. Those expenses included ESI collection and hosting costs, and expert witnesses, including
24 source-code experts to analyze LinkedIn's auction system and anti-fraud measures, data analysts
25 and auditors to review and analyze LinkedIn's advertising data, and an economics expert to
26 develop and implement a damages model.

EXHIBIT A

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.

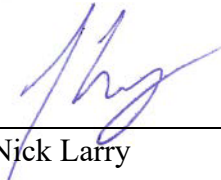
17. Binding Effect. This Agreement is binding upon and will inure to the benefit of the Parties and their respective heirs, assigns and successors-in-interest.

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 _____
D6E33EFCFD4D4C2...
Tyler Davis
Managing Member

Dated: January ^{16.00}, 2024

NOIREFY, INC.

DocuSigned by:

By _____
73F764A4FD1843C...
Shaniqua Davis
CEO

FOR DEFENDANT

Dated: January 16, 2024

Keker Van Nest & Peters LLP



By _____
David J. Silbert

Dated: January ^{1/16/2024} __, 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.

- 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.

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3. Why is this a class action?
4. Why is there a settlement?

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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.██████████.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.

CLASS COUNSEL	
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<p>Nick Larry KELLER POSTMAN LLC 150 N. Riverside Plaza, Suite 4100 Chicago, IL 60606 nl@kellerpostman.com (312) 948-8472</p>	<p>Dave Neiman ROMANUCCI & BLANDIN, LLC 321 N. Clark St., Suite 900 Chicago, IL 60654 dneiman@rblaw.net (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.████████.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 B

ADDENDUM TO 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 Addendum to Paragraph V.4. to their Class Action Settlement Agreement, which was fully executed on February 27, 2024. The Parties hereby agree that Paragraph V.4 shall be modified to read as follows:

4. Class members will receive settlement fund distributions according to the following processes. As used herein, “Active Advertisers” means advertisers who have advertised on LinkedIn on or after February 27, 2023, and for whom LinkedIn has active and complete billing information and are free from technical issues that would prevent LinkedIn from processing ad services credits. As used herein, “Unclaimed Funds” means payments allocated to Class members that were not redeemed by those Class members for 180 days after the initial distribution by the Settlement Administrator, whether because a check was not deposited, a digital payment were not redeemed, or, after exercising reasonable diligence, the Settlement Administrator lacks sufficient information to deliver the payment. For avoidance of doubt, LinkedIn ad services credits shall be considered redeemed upon delivery.

- a. Class members entitled to *pro rata* payments of more than \$5:
 - i. Class members entitled to *pro rata* payments of more than \$5 will receive payments by check mailed to the mailing address on file with the Settlement Administrator (if one exists), unless they opt to receive their payment through (i) digital payment or (ii) if they are Active Advertisers, in the form of LinkedIn ad services credit.
 - ii. Class members entitled to *pro rata* payments of more than \$5 that have no mailing address on file with the Settlement Administrator will receive payment in the form of LinkedIn ad services credit if they are Active Advertisers, and if they are not Active Advertisers, will receive digital payments.
- b. Class members who are entitled to *pro rata* payments equal to or less than \$5:
 - i. Class members who are entitled to *pro rata* payments equal to or less than \$5 that are Active Advertisers will receive payment in the form of LinkedIn ad services credit, unless they opt to receive their payment through (i) digital payment or (ii) if their *pro rata* payment would be more than \$1, payment by check.
 - ii. Class members who are entitled to *pro rata* payments equal to or less than \$5 but are not Active Advertisers will receive digital payments, unless they are entitled to a *pro rata* payment of more than \$1 and opt to receive payment by check.
- c. Any Unclaimed Funds will be provided on a *pro rata* basis through a second-round distribution to those Class members who redeemed their payments, in the

same form in which the original payment was made to each such Class Member. Those second-round digital payments will expire if not redeemed within 90 days, and will then be distributed through a third-round to those Class members who timely redeemed their second-round distributions. Redistributions will continue, with 30-day expiration periods, until the cost of continued administration exceeds the amount to be distributed, at which point the remaining funds will be donated to the *Cy Pres* Recipient.

- d. 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.

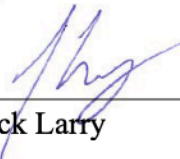
* * *

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 Addendum as of the dates set forth below.

FOR PLAINTIFFS:

Dated: July 18, 2024

Keller Postman LLC

By  _____
Nick Larry

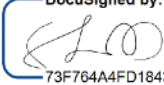
Dated: July 18.00, 2024

TOPDEVZ, LLC

By  _____
Tyler Davis
Managing Member

Dated: July 18.00, 2024


NOIREFY, INC.

DocuSigned by:

By 73F764A4FD1843C...
Shaniqua Davis
CEO

FOR DEFENDANT

Dated: July 18, 2024

Keker Van Nest & Peters LLP


By _____
David J. Silbert

Dated: July , 2024
19 July 2024

LinkedIn Corporation

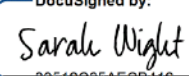
DocuSigned by:

By 39512685AECB412...
Sarah Wight
VP, Legal – Litigation, Competition,
and Enforcement

EXHIBIT C

Keller | Postman

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About Keller Postman

Keller Postman is a leading complex litigation firm for plaintiffs, specializing in mass actions. We represent consumers, employees, and veterans in class actions, mass torts, and mass arbitrations, at the trial and appellate levels, in federal and state courts.



Our Mission

To aggressively pursue our clients' claims, en masse, against the entities that have harmed them by driving innovation in the practice of law, devising cutting-edge strategies that don't follow the standard playbook, conceiving novel arguments, and pursuing unparalleled excellence in everything we do.

Our Approach

Serving hundreds of thousands of clients in litigation and arbitration, Keller Postman has prosecuted high-profile antitrust, privacy, product-liability, employment, and consumer-rights cases and secured substantial settlements for our clients. Our firm also acts as plaintiffs' counsel in high-stakes public-enforcement actions.

Keller Postman seeks out complicated cases and takes on groundbreaking legal challenges where our legal and strategic counsel can add significant value. Our innovative approach combines high-end legal expertise with best practices in business operations and technology to deliver superlative representation for plaintiffs.

Our greatest asset is our team of smart, dedicated professionals. Keller Postman lawyers honed their skills at AmLaw 100 law firms, national trial boutiques, corporate in-house legal departments, prestigious government posts, and successful business startups. Every member of our team shares a commitment to client service and a spirit of determination, dedication, creativity, and excellence.

OUR TEAM

12 PARTNERS

16 ASSOCIATES

42 STAFF ATTORNEYS
& COUNSEL

28 LEGAL SUPPORT
TEAM MEMBERS

88 CLIENT SERVICES &
CASE MANAGEMENT
TEAM MEMBERS

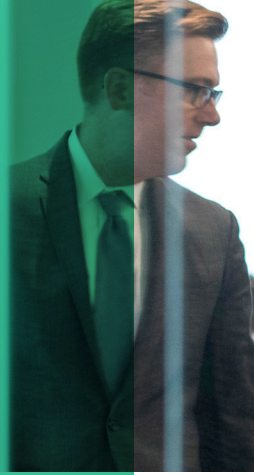
127 BUSINESS,
OPERATIONS & IT
TEAM MEMBERS

OUR OFFICES

CHICAGO, IL
WASHINGTON, D.C.
AUSTIN, TX
BOSTON, MA
CORAL GABLES, FL
LAKE MARY, FL



About Our Team



Keller Postman is home to one of the most exceptional teams representing plaintiffs in the United States.

We're powered by a talented team with top-notch credentials and real-world experience. Our lawyers have litigated "bet the company" cases for plaintiffs and defendants, studied and taught at some of the top law schools in the country, served at the highest levels of government, and managed more than \$1 billion of litigation-related investments.

THE FIRM COMPRISES OVER
FIVE DOZEN LAWYERS
AND MORE THAN
200 PROFESSIONAL STAFF MEMBERS.

CLIENT SERVICES & CASE MANAGEMENT TEAM

We have established large, in-house client-services and case-management teams to serve our clients from the early stages of litigation to the final moments of settlement distributions. We expertly and efficiently cover all aspects of our cases, including client intake, case workup, and litigation at all levels of the judiciary.

TECHNOLOGY, DATA & ANALYTICS TEAM

Keller Postman operates a dedicated, in-house technology, data, and analytics team. Our firm utilizes cutting-edge technology and processes to ensure successful litigation for thousands of claims at once.

OF KELLER
POSTMAN'S
PARTNERS AND
ASSOCIATES:

68%

hail from **national defense-oriented law firms**, and 40% from AmLaw 100 firms and elite trial boutiques.

46%

were **law clerks** at a federal court of appeals or district court.

57%

attended a **Top 15 U.S. News ranked law school**.

4

of Keller Postman's partners were **law clerks at the Supreme Court of the United States**.

Why Keller Postman

CLIENTS FIRST APPROACH

Our primary goal is always to achieve exceptional results for our clients—we are tireless in our pursuit of justice on their behalf. We move with speed and efficacy. We genuinely care about each individual client, and we demonstrate that by providing outstanding client service.

FEARLESS INNOVATION

We drive innovation in the practice of law, sharing an ambition to do things differently—and to do them better. It is not enough merely to advocate for our clients. We prize creativity, develop and harness our own technology, and commit the resources necessary to succeed.

COMMITTED TO EXCELLENCE

We pursue unparalleled excellence in everything we do. We challenge ourselves to perform at the highest level and deliver outstanding results. At every level of the firm, we take pride in serving as trusted advisors and provide exceptional client service.

STRENGTH TO WIN

Our team has the skills and resources to go head-to-head with the largest, most well-resourced corporations in the country. Plus, our lawyers have experience on both sides of the courtroom and the negotiating table, allowing us the unique ability to anticipate our opponents' moves.

Industry Recognition

THE NEW YORK TIMES

Keller Postman is driven “by a legal reformist spirit and entrepreneurial zeal.”

WALL STREET JOURNAL

“[Keller Postman is calling] companies on their bluff and saying, ‘You think you’re going to get out of liability by going to arbitration? We’ll show you what the arbitration system can do when you face tens of thousands of claims.’”

THE AMERICAN LAWYER

“Part of the vision was to make plaintiff-side work attractive to folks with clerkship and Big Law experience like [Keller Postman’s] founders. So far, the approach seems to be working.”

LAWDRAGON MAGAZINE

“Accelerated by a well-curated culture of excellence, innovation, and service, Keller Postman [leads] litigation across some of the biggest product liability MDLs in history.”



Awards

We're proud of the recognition we've received as leaders of the plaintiffs' bar.



ELITE TRIAL LAWYERS LAW FIRM OF THE YEAR

In 2021, the *National Law Journal* named Keller Postman the Trial Strategy Innovation Law Firm of the Year. And in 2022, Keller Postman was named the Privacy & Data Breach Law Firm of the Year.



ELITE TRIAL LAWYERS RISING STARS & ELITE WOMEN

Our lawyers have been named 2021 & 2022 Elite Trial Lawyers' Rising Stars of the Plaintiffs' Bar and 2022 & 2024 Elite Trial Lawyers' Elite Women of the Plaintiffs' Bar.

NATIONAL LAW JOURNAL & AMERICAN LAWYER TRAILBLAZERS

Our team has been named 2021 and 2022 Plaintiffs' Lawyers Trailblazers and 2022 Employment Law Trailblazers by the *National Law Journal*. Our lawyers have also been named 2022 Midwest Trailblazers and South Trailblazers by *American Lawyer*.



LAW360 MVP

Managing Partner **Warren Postman** was named the 2022 Law360 Technology MVP of the Year and the 2021 Law360 Employment MVP of the year.



WOMEN WORTH WATCHING IN LEADERSHIP

Partner **Zina Bash** is named to the 2022 Women Worth Watching in Leadership by *Profiles in Diversity Journal*.

KELLER POSTMAN ATTORNEYS NAMED TO MANY EXCLUSIVE LEGAL DIRECTORIES,

including Chambers & Partners, the Legal 500, National Trial Lawyers Top 100 and Top 40 under 40, Super Lawyers, Best Lawyers, and Lawdragon's 500 Leading Lawyers in America, 500 Leading Plaintiff Consumer Lawyers, and Leading Plaintiff Financial Lawyers.



SUPER LAWYERS®

Nine of Keller Postman's Attorney's were recognized by Illinois Super Lawyer for 2024. Four Partners as Super Lawyers and nine as Rising Stars.



Practice Areas



Practice Areas

At Keller Postman, we represent plaintiffs in complex litigation matters. Our diverse team has experience litigating cases across a wide variety of practice areas, which allows us to be flexible and responsive to our clients' needs. Regardless of the substantive claims involved, one thing is true about all our cases: they give us the opportunity to use our unique skills and resources to help our clients solve problems and vindicate their rights.

Antitrust

We believe competition stimulates innovation, sparks improvements of products and services, and leads to more efficient means of delivery and production. We fight anti-competitive conduct through bringing antitrust claims against some of the largest and best-known corporations in the world—and we are confident in our team's vast experience, knowledge and capabilities to successfully litigate these cases.

Arbitration

We help our clients level the playing field when contracts written by defendants force them into arbitration. Our team has successfully represented plaintiffs in complex arbitration proceedings throughout the United States, including wage-and-hour disputes, employee misclassification claims, consumer product disputes, and other types of contract-related disputes.

Consumer Protection

We safeguard consumers from unfair corporate practices, corporate malfeasance, and any type of deceptive business practices. We work to protect consumer rights through arbitration and class action under federal and state laws. And our work specifically focuses on regulating emerging and increasingly dominant tech-based corporations that often push boundaries to take advantage of consumers in new or developing areas of law.

Privacy

Technology continues to evolve and intertwine itself with our day-to-day. With these technological advances come a greater threat to privacy and data protection. Keller Postman is committed to protecting that fundamental right to privacy. Our attorneys' legal acumen matches our technical expertise, which allows us to skillfully litigate even the most complicated privacy claims.

Product Liability

With extensive experience handling claims associated with products (including with suppliers, manufacturers, and sellers), our attorneys play key roles in some of the most significant product liability multidistrict litigation proceedings in the country. Our team continues to be selected to lead federal and state product-liability litigation through appointments to leadership positions.

Public Institutions

We represent States, municipalities, and other government entities as plaintiffs in legal actions for the benefit of their constituents. In line with our commitment to the public good, our practice provides pivotal support—in terms of expert attorneys and resources—to public entities for the benefit of their people. We have developed the expertise to help public institutions navigate the legal landscape they face every day.

Case Highlights



Case Highlights

AMAZON ALEXA MASS ARBITRATION

As reported by *The Wall Street Journal*, Keller Postman filed roughly 75,000 individual arbitration demands on behalf of Amazon Alexa users who had been recorded without permission. Faced with arbitrating so many individual claims at once, in May 2021, Amazon eliminated its arbitration clause, allowing consumers (for the first time) to pursue their rights in court. Keller Postman's arbitration practice has caused the world's largest retailer to shift away from forced arbitration—a once-unthinkable result that significantly benefits consumers.

After individual and class-action lawsuits against Amazon became permissible, Keller Postman filed a federal antitrust lawsuit against Amazon for the same illegal conduct (the very first lawsuit filed against the company since it began including an arbitration clause into contracts with consumers). In *De Coster et al. v. Amazon.com, Inc.*, Keller Postman represents individual consumers who were charged unfairly high prices by Amazon because of the company's most favored nation clause against third-party merchants. Our firm was also named Co-Lead Class Counsel. In conjunction with the filing of this lawsuit, Keller Postman also separately filed another 75,000 individual arbitration demands for related claims.

The matters have resolved. This matter is significant because of Amazon's move to drop its arbitration clause nationwide and restore access to the courts for over 140 million Amazon consumers. The unprecedented—and astounding—rescission by Amazon of its arbitration requirement marked a significant victory for consumers and access to justice. Across all of Keller Postman's arbitration matters to date, we've secured millions in settlements for more than 500,000 individuals.

DE COSTER V. AMAZON.COM INC. & FRAME-WILSON V. AMAZON.COM INC.

Leadership Role: Keller Postman Partner Zina Bash named Interim Co-Lead Class Counsel in *De Coster v. Amazon.com Inc.*

Keller Postman filed a federal antitrust lawsuit against Amazon—*De Coster et al. v. Amazon.com Inc.*—after the company dropped its arbitration clause as a result of one of Keller Postman's largest arbitration campaigns representing more than 75,000 consumers in simultaneous individual arbitrations. In this lawsuit, Keller Postman represents a proposed class of Amazon shoppers alleging that the Amazon platform's unlawful imposition of 'most favored nation' pricing restrictions against third-party sellers blocks competition from other e-commerce marketplaces and inflates the prices paid by customers. The plaintiffs' allegation is that Amazon has exploited its market power to inflate prices on its own platform—and across the internet. Given the scale of this antitrust violation, the suit has the potential to be one of the largest antitrust cases in history.

Keller Postman later filed *Frame-Wilson v. Amazon.com Inc.* on behalf of individuals who purchased products from Amazon competitors (such as Ebay). These plaintiffs allege that because Amazon distorted market prices on competitor seller sites through its anticompetitive conduct, they paid far higher prices for their merchandise.

Case Highlights Continued:

INTUIT MASS ARBITRATION

Through deceptive web tactics, Intuit tricked thousands of lower-income Americans into paying to file taxes through TurboTax, though they were eligible to file for free. Faced with a putative consumer class action on behalf of 19 million consumers, Intuit compelled the dispute to individual arbitration. Keller Postman then filed individual arbitration demands at AAA for approximately 200,000 of those consumers.

In response, Intuit sought to send most of those consumers to small claims court and delay the arbitrations. In *Intuit, Inc. v. 9,933 Individuals*, the LA Superior Court denied Intuit's motion to force our clients' claims into small-claims court. It also rejected Intuit's argument that California's SB 707—which imposes severe penalties on companies that refuse to comply with their own arbitration agreements—is preempted. At oral argument, Judge Terry Green said Keller [Postman] deserves “a toast. Good work.”

Intuit then tried to propose a settlement in the class action it had already compelled to arbitration. Our firm objected, arguing that Intuit should not be able to use a class-action settlement to frustrate individual class members' efforts to bring individual arbitrations against the company. Intuit's proposed \$40 million class settlement was denied. In his opinion, Judge Charles Breyer directly addressed the significance of this matter: “This case illustrates the urgent need for Congress to reverse the U.S. Supreme Court's arbitration jurisprudence, which gives corporate defendants an unfair advantage over consumers, and undermines the class's ability to secure a more significant monetary result.”

Furthermore, this is Keller Postman's largest “mass arbitration” matter to date – and an unprecedented number of simultaneous individual arbitrations against a single defendant. As litigation continued throughout 2021, the American Arbitration Association also implemented new arbitral rules for “multiple consumer filings” as a result of Keller Postman's ability to arbitrate so many matters simultaneously.

BARR V. DRIZLY, LLC F/K/A DRIZLY, INC. ET AL

This class action lawsuit was filed in August 2020 against Drizly, the largest online alcohol delivery marketplace in North America. The complaint alleged that Drizly's security measures were deficient in protecting consumers' personal information and that the company was slow to report the breach. As a result of the data breach, customers were exposed to fraud, identity theft, and other injuries.

Drizly moved to compel arbitration. However, after Keller Postman made an appearance with co-counsel, Drizly agreed to settlement terms within a week. This matter further emphasizes how Keller Postman's innovative strategy in arbitration has come to the aid of consumers whose private information was stolen. We've leveled up our arbitration strategy through making appearances with co-counsel partners after defendants compelled arbitration. We're extremely proud that our firm's reputation in mass arbitration has helped to swiftly secure favorable resolutions for both consumers and employees—and has also prevented defendants from using arbitration to evade liability.

Case Highlights Continued:

STATE OF TEXAS V. GOOGLE LLC

Leadership Role: Partner Zina Bash & Partner Ashley Keller are Co-Lead Counsel for our State clients

Keller Postman represents the States of Texas, Idaho, Indiana, Mississippi, North Dakota, South Dakota, and South Carolina in the States' antitrust litigation against Google. Filed in the U.S. District Court for the Eastern District of Texas (and subsequently centralized in the Southern District of New York with similar private cases), the suit alleges that Google monopolized products and services used by advertisers and publishers in online-display advertising. The complaint also alleges that Google engaged in false, misleading, and deceptive acts while selling, buying, and auctioning online-display ads. Google also entered into an unlawful agreement with rival Facebook to maintain control of the marketplace for header bidding. These anticompetitive and deceptive practices demonstrably diminished publishers' ability to monetize content, increased advertisers' costs to advertise, and directly harmed consumers.

Google sought dismissal of the entire case, arguing that its conduct was lawful and that its success was merely a "product of innovation," among other forced justifications. But on September 13, 2022—after Keller Postman Partner Ashley Keller delivered a momentous oral argument—the Court largely rejected those arguments, allowing the States' claims of monopolization, attempted monopolization, and tying to proceed to discovery. We are proud of this result, and eager and ready to push these claims forward on behalf of the States to discover and expose the full magnitude of Google's wrongdoing and restore free competition to the multibillion-dollar ad display marketplace.

STATE OF TEXAS V. META PLATFORMS INC.

Leadership Role: Partner Zina Bash is Lead Counsel for the State of Texas

Keller Postman represents the State of Texas in a lawsuit against Facebook parent Meta Platforms Inc. for its decade-long use of facial-recognition technology to exploit Texans' biometric information in violation of Texas law. The suit—*State of Texas v. Meta Platforms LLC, f/k/a Facebook, Inc.*—alleges that the social media giant, formerly known as Facebook, unlawfully captured Texans' biometric identifiers for a commercial purpose without informed consent, disclosed those identifiers to others, and failed to destroy them within a reasonable time—all in violation of the Texas Capture or Use of Biometric Identifier Act ("CUBI"). The State also alleges that Facebook engaged in false, misleading, and deceptive acts and practices in violation of the Texas Deceptive Trade Practices-Consumer Protection Act. The suit seeks civil penalties in the hundreds of billions of dollars.

According to the complaint, for more than a decade, Facebook built an artificial-intelligence empire on the backs of Texans by deceiving them while capturing their most intimate data, thereby putting their well-being, safety, and security at risk. Filed in the state district court in Marshall, TX, the suit seeks civil penalties in the hundreds of billions of dollars.

Attorney General Ken Paxton emphasized the significance of this matter in his statement: "Facebook has been secretly harvesting Texans' most personal information—photos and videos—for its own corporate profit... Texas law has prohibited such harvesting without informed consent for over 20 years. While ordinary Texans have been using Facebook to innocently share photos of loved ones with friends and family, we now know that Facebook has been brazenly ignoring Texas law for the last decade."

Case Highlights Continued:

TOPDEVS, LLC ET AL V. LINKEDIN CORPORATION

Keller Postman filed a class action against LinkedIn—*TopDevs, LLC et al v. LinkedIn Corporation*—on behalf of users of LinkedIn’s advertising platform. LinkedIn admitted in August 2019 that it had inflated video view and ad impression metrics for more than 418,000 advertisers, who overpaid for their campaigns as a result. The suit alleges that LinkedIn was aware of these metric errors and, in fact, reports rampant non-genuine metrics that inflate the prices for all types of advertising across the LinkedIn platform. Specifically, the suit alleges that, despite aggressively marketing its platform as a premium product that allows marketers to advertise to highly engaged audiences of working professionals, LinkedIn’s platform is plagued by automated, fraudulent, mistaken, and miscalculated engagement with LinkedIn ads, which inflates the prices for all types of advertising on the LinkedIn platform.

This lawsuit is intended to not only stop LinkedIn’s allegedly unfair and fraudulent business practices but also increase transparency into whether LinkedIn’s advertising metrics truly reflect user engagement with paid advertisements. The matter therefore raises important issues regarding overall transparency in online marketing.

FISHON ET AL V. PELOTON INTERACTIVE, INC.

To secure beneficial network effects in a nascent and growing industry of home-based studio classes, Peloton promised consumers an “ever-growing” library. But Peloton was forced to remove the majority of its content in March 2019 following a copyright infringement lawsuit by members of the National Music Publishers Association. Keller Postman filed approximately 2,700 individual arbitrations on behalf of customers who were promised an “ever-growing” class library. Several arbitrations moved forward, and decisions were issued in favor of the plaintiffs. In response, Peloton refused to abide by the terms of its own arbitration clause and ignored the American Arbitration Association’s requirement that it pay filing fees for demands seeking less than \$10,000.

AAA barred Peloton from using its arbitral forum and announced that “either party may choose to submit its dispute to the appropriate court for resolution.” Keller Postman, in partnership with attorneys from DiCello Levitt Gutzler, filed a class-action lawsuit in the U.S. District Court for the Southern District of New York, *Fishon et al v. Peloton Interactive, Inc.*

Judge Lewis Liman denied Peloton’s motion to dismiss the case. This matter is important, because Peloton affirmatively chose to disregard its own arbitration agreement and opted instead for the class action. That move reflects the company’s true intention behind the arbitration clause within its Terms of Service: not as an effective method for customers to pursue claims, but as an escape route from liability. Keller Postman’s ability to push forward arbitrations on a mass scale led to Peloton’s decision to voluntarily submit itself to class action litigation. And now the firm can pursue consumer-protection remedies on behalf of all affected Peloton subscribers.

Case Highlights Continued:

MITCH OBERSTEIN ET AL V. LIVE NATION ENTERTAINMENT, INC. ET AL & SKOT HECKMAN ET AL V. LIVE NATION ENTERTAINMENT INC. ET AL

Quinn Emanuel Urquhart & Sullivan filed a class-action lawsuit, *Mitch Oberstein et al v. Live Nation Entertainment, Inc. et al* (formerly *Olivia Van Iderstine et al v. Live Nation Entertainment, Inc. et al*). Ticketmaster customers allege that Ticketmaster and Live Nation used their dominance to inflate ticket prices. After Ticketmaster moved to force consumers to individually arbitrate their disputes, Keller Postman joined as co-counsel with Quinn Emanuel. Later, the district court granted Ticketmaster's motion to compel arbitration, and the order compelling arbitration is on appeal to the Ninth Circuit.

Ticketmaster next published a new arbitration clause for consumers in its terms and conditions that designated a new dispute resolution forum called New Era ADR. Keller Postman filed a new class action against Ticketmaster in January 2022—*Skot Heckman et al. v. Live Nation Entertainment Inc. et al.*—on behalf of individuals subject to the new arbitration agreement. Ticketmaster moved to compel arbitration under the new arbitration agreement. This matter is significant, because we believe the new arbitration agreement is unconscionable given that New Era ADR adopts practices that are unfair to consumers. The court granted our motion for discovery into whether a valid arbitration agreement exists. After we completed that discovery, we opposed Ticketmaster's motion to compel arbitration to New Era ADR, and the court ruled for our clients, holding that the New Era ADR terms are unconscionable. Ticketmaster is now appealing that decision to the Ninth Circuit.

BIPA LITIGATION OVERVIEW

Keller Postman represents thousands of clients in the state of Illinois who assert violations of the Illinois Biometric Information Privacy Act (BIPA). Our clients' biometric information has been wrongfully captured without consent by employers and technology platforms. We have been litigating cases against numerous entities, including against MOD Pizza, Vonachen Service, Inc., Heartland Beef, Inc., Wireless Vision LLC, and Sydell Hostel Manager LLC, d/b/a Freehand Chicago.

BIPA is one of the country's most stringent biometric privacy laws, prohibiting private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or information (such as fingerprints) of another individual for any purpose without first providing such individual with certain written disclosures and obtaining written consent. BIPA requires anyone who records biometric information to get informed consent before doing so and to create a publicly available retention policy so people can be assured that their sensitive biometric data won't be disclosed without their knowledge.

Although BIPA has existed for more than a decade, companies are still capturing biometric information (which can easily be used to perpetrate identity fraud in the wrong hands) in Illinois without explaining the implications of that capture to their employees and customers. While corporations often loosely interpret new laws, Keller Postman is actively influencing the enforceability of these laws, setting a clear path forward for those seeking reprieve from improper collection and storage of private information.

Results:

- *Soper v. Sydell Hostel Manager LLC*: Secured \$250,000 settlement for class of ~300
- *Pratz v. MOD Super Fast Pizza, LLC*: Secured \$1.3 million settlement for class of ~1,134
- *Corey v. Wireless Vision, LLC*: Secured \$279,000 settlement for class of ~300

Case Highlights Continued:

DATA BREACH LITIGATION OVERVIEW

Keller Postman is leading numerous class actions on behalf of hundreds of thousands of individuals whose sensitive personal information—including social security numbers, health/medical records, and financial information—has been stolen. The lawsuits accuse defendants of negligently handling consumers' personal data and private information. Defendants failed to take appropriate precautions to protect this data, did not appropriately and speedily resolve data breach occurrences, and also failed to adequately recompense the plaintiffs.

These class actions include:

- *William Biscan v. Shields Health Care Group Inc.* (Named Interim Co-Lead Class Counsel)
- *Gilbert v. AFTRA Retirement Fund et al.*
- *Greco v. Syracuse ASC, LLC d/b/a Specialty Surgery Center of Central New York*
- *Harrington v. Elekta, Inc.*
- *Miller v. Syracuse University*
- *Valencia v. North Broward Hospital District d/b/a Broward*
- *Esposito et al v. Refuah Health Center, Inc.*
- *Garner v. Missouri Delta Medical Center*
- *Abbott et al v. Taylor County Hospital District Health Facilities Corporation d/b/a Taylor Regional Hospital*
- *Cain et al v. Lavaca Medical Center; Crawford v. Ascension Michigan*
- *Crawford v. Ascension Michigan*
- *Shepherd v. Cancer and Hematology Centers of Western Michigan, P.C.*

Results:

- *Hestrup et al. v. DuPage Medical Group. Ltd. d/b/a DuPage Medical Group*: Secured \$3 million settlement; Partner Seth Meyer was named Interim Class Counsel
- *Alexander, et al. v. Otis R. Bowen Center for Human Services, Inc.*: Received preliminary approval for \$1.55 million settlement
- *Hall, et al. v. AspenPointe, Inc., et al.*: Secured \$1.3 million settlement

ZANTAC (RANITIDINE) MULTIDISTRICT LITIGATION

Leadership Role: Partner Ashley Keller chairs the Law & Briefing Committee and is a member of the Plaintiffs' Executive Committee

In late 2019, public watchdogs discovered that ranitidine (branded as “Zantac”) degrades into the cancer-causing compound NDMA. The FDA pulled it from the market. The Zantac MDL coordinates suits accusing Pfizer Inc., Sanofi SA, Boehringer Ingelheim Pharmaceuticals Inc., and GlaxoSmithKline LLC—as well as generic makers, distributors, pharmacies, and others in the supply chain—of causing thousands of plaintiffs to develop cancer. The importance of this matter lies in the severity of the plaintiffs' claims and the number of injured plaintiffs given the widespread use of these drugs before they were pulled from the shelves.

The Keller Postman team has briefed and argued four rounds of motions to dismiss; amended the master complaints; litigated three appeals through oral argument; briefed and argued key discovery fights; and briefed and argued *Daubert* motions on general causation. We have also worked up bellwethers for trial, collecting their medical records, responding to discovery, and so forth.

Case Highlights Continued:

ZANTAC STATE COURT LITIGATION

In the Zantac MDL, plaintiffs' leadership has made a conservative choice to only pursue claims for plaintiffs who suffer from at least one of five designated cancers allegedly caused by Zantac consumption (including bladder, gastric, esophageal, liver, and pancreatic cancer). But Keller Postman is leading the charge on aggressive litigation in state court, largely for plaintiffs who suffer from non-designated cancers—and have no other avenue to pursue their claims. We also represent a number of clients with designated cancers in state court. Our firm has filed claims in California, Delaware, Illinois, and Pennsylvania. No other plaintiffs' firm involved in state-side Zantac litigation has attempted to take on such a large number of claimants in this many jurisdictions.

During a hearing on August 9, 2022 in the Illinois case *Bayer v. Boehringer Ingelheim Pharm.*, Keller Postman received a favorable *Frye* decision when the court denied defendants' motions to exclude Keller Postman's expert on general causation for esophageal and kidney cancer. This is the first ruling in the country on causation and is especially important in vindicating our firm's decision to bring kidney cancer cases, a non-designated cancer.

3M COMBAT ARMS EARPLUGS MULTIDISTRICT LITIGATION

Leadership Role: Partner Nicole Berg sits on the Law & Briefing Subcommittee; Partner Ashley Keller is Counsel of Record on the first two appeals

The 3M Combat Arms Earplugs MDL involves claims by military servicemembers against 3M for hearing loss and tinnitus caused by faulty earplugs. Roughly 270,000 servicemembers have lodged claims against 3M related to the earplugs, making this the largest MDL in history.

The court appointed Keller Postman Partner Nicole Berg to the plaintiffs' leadership team as a member of the Law & Briefing Subcommittee. Berg and her team represented one of the 25 bellwether plaintiffs at trial and have played an integral role in drafting responses to MDL-wide dispositive motions and in briefing key legal issues in many bellwether trials. Keller Postman is counsel of record on 3M's appeals of bellwether verdicts. With the bellwether trials complete, the Court ordered four "waves" of 500 cases each to proceed to trial. Keller Postman is currently preparing wave cases for trial.

In July 2022, several "Aearo" subsidiaries—but not 3M itself—filed for bankruptcy, seeking an injunction in favor of 3M to halt litigation in the MDL entirely. Keller Postman responded creatively and aggressively. Specifically, we won a preliminary injunction under the All Writs Act from the MDL Court preventing 3M from trying to relitigate long-settled MDL rulings in bankruptcy. We participated in the bankruptcy court, presenting an expert witness who testified that 3M was facing \$100 billion in liability, arguing that if 3M obtained an injunction to halt MDL litigation, it should also be enjoined from issuing dividends and share buybacks. The bankruptcy court fully denied 3M's injunction request.

Keller Postman continued the fight against 3M on appeal in the Eleventh Circuit in 2023. Partner Ashley Keller argued bellwether appeals for the first four plaintiffs' verdicts in the Eleventh Circuit in May, 2023, against noted appellate advocate Paul Clement. Press reports opined that the "Eleventh Circuit panel ... seemed open to affirming four veterans' hearing-loss verdicts."

The next month, also in the Eleventh Circuit partner J.J. Snidow defended the preliminary injunction at oral argument, also against Paul Clement. Facing pressure from the upcoming wave trials, the Eleventh

Case Highlights Continued:

Circuit's decisions on the bellwether and preliminary injunction appeals, and the failure of its bankruptcy strategy, 3M came to the bargaining table.

3M and Plaintiffs' Leadership reached a historic \$6 billion global settlement in August, 2023. The appeals have been stayed by the agreement of the parties until the settlement is consummated.

ACETAMINOPHEN —ASD-ADHD MULTIDISTRICT LITIGATION

Leadership Role: Partner Ashley Keller is Co-Lead Counsel and a member of the Plaintiffs' Executive Committee along with Partner Ashley Barriere, who leads the Law and Briefing Subcommittee.

Studies over the last decade have shown that consuming acetaminophen while pregnant increases a child's risk for autism spectrum disorder (ASD), attention deficit hyperactivity disorder (ADHD), and other developmental disorders related to infant exposure during pregnancy. Parents on behalf of their injured children are bringing claims against makers of generic store brand acetaminophen for failing in their duty to adequately warn of the hazards of prenatal exposure to acetaminophen.

According to the complaints, acetaminophen has long been marketed as the safest, and the only appropriate, over-the-counter pain relief drug on the market for pregnant women. However, increasing experimental and epidemiological research shows that prenatal exposure to acetaminophen alters fetal development, which significantly increases the risks of neurodevelopmental disorders. For example, in a study at Johns Hopkins School of Public Health, the risk of autism was three times higher for children whose mothers took the most Acetaminophen. Since 2013, there have been six European birth cohort studies examining over 70,000 mother-child pairs, showing the association between prenatal use of acetaminophen and ASD. And numerous studies over the last decade have shown that long-term maternal use of acetaminophen during pregnancy is substantially associated with ADHD.

Given the strong science, Keller Postman has filed claims in Nevada, California, and Washington, with far more claims to be filed in the following weeks and months. This matter is significant, because more than 65% of women in the United States use acetaminophen during pregnancy and have been reassured repeatedly of its safety (despite the widespread, long-term scientific evidence showing the high risk of developmental disorders because of consuming when pregnant). We anticipate that this will be one of the largest multidistrict litigations in the history of the United States.

Keller Postman has been at the forefront of this fast-growing mass tort since our team first uncovered the Consensus Statement in *Nature* highlighting the increasing evidence linking prenatal acetaminophen exposure to autism and ADHD. Our team also recently defeated Walmart's motion to dismiss on preemption grounds, overcoming the single largest barrier to plaintiffs' ultimate recovery.

NECROTIZING ENTEROCOLITIS/INFANT-FORMULA LITIGATION

Keller Postman is leading the state-side litigation against Abbot and Mead—the makers of Enfamil and Similac infant formula and fortifiers—for their role in causing preterm infants to develop necrotizing enterocolitis (NEC), a dangerous inflammation of the intestines that can lead to rupture and death. The lawsuits allege that defendants (including Mead Johnson & Company LLC, Mead Johnson Nutrition Company, and Abbot Laboratories) falsely marketed their infant formulas as “medically endorsed” and “nutritionally equivalent” to mother's breast milk when the formulas are linked to the development of necrotizing enterocolitis.

Case Highlights Continued:

We are bringing claims on behalf of families in state courts across the country, with cases filed in Illinois (Madison County, Cook County, and St. Clair County), as well as in state courts in California, Pennsylvania, and Missouri. This underscores the vast scope of the harm that the defendants have inflicted on these most vulnerable victims throughout the United States.

This matter is significant, namely due to the obvious vulnerability of the young victims and the severity of NEC and its long-term effects. Despite mounting legal claims against the companies based on scientific evidence and research that has existed for decades, as well as safer alternatives like donor milk and human-milk based formula, these defendants continue to sell these products and encourage them to be distributed to premature infants across the country. Through this litigation and other advocacy efforts, we hope to shed more light on the dangers of these products and to equip other parents with the information they need to avoid putting their infants' health at risk.

On March 14, 2024, Keller Postman achieved a monumental victory, securing a \$60 million jury verdict in the very first trial to hold manufacturers of cow's-milk based formula accountable for causing NEC in premature infants. In this landmark case, a St. Clair, Illinois jury unanimously found in favor of our client, proving that Mead Johnson's Enfamil formula caused her son to tragically die from NEC.

CAMP LEJEUNE WATER CONTAMINATION LITIGATION

Leadership Role: Partner Zina Bash appointed Co-Lead Counsel and Government Liaison

Keller Postman represents thousands of veterans, military family members, and other civilians who were poisoned by the water at U.S. Marine Corps Base Camp Lejeune. As a result of consuming, bathing in, cooking with, and swimming in this contaminated water, our clients allege that they have developed diseases and chronic conditions, including cancers of the bladder, kidney, and liver, non-Hodgkin's lymphoma, Parkinson's disease, and multiple myeloma - among many other ailments.

Keller Postman also played a significant role in lobbying for the passage of The Camp Lejeune Justice Act, which was signed into law by the President on August 10, 2022. Keller Postman Partner Zina Bash played a particularly meaningful role in advancing the Justice Act. Having previously worked at the highest levels of the government, Bash leveraged her connections in Washington to help the bill make its way through Congress. And within minutes of the bill-signing, Keller Postman began filing actions against the U.S. government under the Camp Lejeune Justice Act.

This matter is significant, because over one million individuals were exposed to the toxic water at Camp Lejeune over a 30-year period, from the 1950s to the 1980s. Though the government became aware of the contamination in the early 1980s, it took years to remedy it and decades to warn individuals who had been exposed. Camp Lejeune's poisonous water has also been linked to widespread birth defects and high rates of stillborn babies. In fact, there were so many stillborn babies in Camp Lejeune during that time that a cemetery near the base became known as "Baby Heaven." What happened at Camp Lejeune is a terrible tragedy that could have been prevented. The Camp Lejeune Justice Act has been a long time coming, and it is our privilege to fight for justice on behalf of our clients.

Keller Postman has played a leading role in advocating for the passage of the Camp Lejeune Justice Act. After the Act became law, our firm helped clients sign up for claims under the Act and file them with the Navy and in Court. In fact, within minutes of the bill-signing, we filed the first actions against the government under the Justice Act to obtain compensation for victims.

Case Highlights Continued:

PARAGARD IUD MULTIDISTRICT LITIGATION

Leadership Role: Partner Nicole Berg sits on the Plaintiffs' Executive Committee

The Paragard IUD MDL coordinates suits accusing Teva Pharmaceuticals USA, Inc., Teva Women's Health, Inc., The Cooper Companies Inc., and CooperSurgical Inc. of failing to warn users of the risks posed by the Paragard copper intrauterine device (IUD). The plaintiffs allege that their Paragard IUDs broke apart, leaving behind pieces of the device, which sometimes embedded in their uterus. The breakage caused serious complications and injuries, including surgeries to remove the broken pieces of the device, infertility, and pain.

In September 2021, Partner Nicole Berg argued against defendants' motion to dismiss the claims of plaintiffs in this MDL. Two months later, Judge Leigh Martin May sided with plaintiffs and denied defendants' motion on preemption, shotgun pleading, Rule 12, and Rule 9(b), finding that "factual underpinnings for the design defect claims and detailed allegations about the defendants' failure to warn" were sufficient to state a claim. The discovery process has begun.

ONGLYZA AND KOMBIGLYZE XR MULTIDISTRICT LITIGATION

Leadership Role: Partner Ashley Barriere appointed to the Plaintiffs' Steering Committee and leads the Law & Briefing Committee

This MDL involves individuals who took Onglyza (saxagliptin) and Kombiglyze XR (saxagliptin and metformin) to treat Type 2 diabetes. The plaintiffs represented by Keller Postman allege that the drugs caused serious cardiac complications. Defendants Bristol-Myers Squibb and AstraZeneca began selling the drugs in 2009 and 2010, before completing a cardiac risk study recommended by the U.S. Food and Drug Administration. The study was completed in 2013 and showed that saxagliptin users had a significantly increased risk of hospitalization due to heart failure.

We're proud of Partner Ashley Barriere's position on plaintiffs' leadership in this MDL. Our firm values empowering both young attorneys and female leaders to take on pivotal roles.

IN RE JOHNSON & JOHNSON AEROSOL SUNSCREEN MARKETING, SALES PRACTICES & PRODUCTS LIABILITY LITIGATION

Leadership Role: Keller Postman named Interim Class Counsel

Keller Postman filed a class action against Johnson & Johnson subsidiary Johnson & Johnson Consumer, Inc. (J&J)—*Dominguez et al v. Johnson & Johnson Consumer*—on behalf of purchasers of certain Aveeno and Neutrogena sunscreens that have dangerous and unacceptable levels of the known cancer-causing chemical, benzene. Benzene, which is often found in crude oil and identified by the smell associated with gasoline, is classified as a human carcinogen by the United States Department of Health and Human Services, and a Group 1 compound (i.e. "carcinogenic to humans") by the World Health Organization and the International Agency for Research on Cancer.

In October 2021, the Judicial Panel on Multidistrict Litigation approved centralizing in Florida the federal court lawsuits accusing Johnson & Johnson of selling sunscreen products tainted with benzene. The consolidated litigation is *In re Johnson & Johnson Aerosol Sunscreen Marketing, Sales Practices & Products Liability Litigation*.

Attorney Biographies





Warren Postman

Managing Partner

Warren combines a deep understanding of the civil litigation system with broad substantive expertise to solve complex litigation challenges for the firm's clients.

Warren is a champion for plaintiffs in mass action litigation. His vision to boldly employ cutting-edge technology and innovation to empower plaintiff-side litigants has given hundreds of thousands of ordinary Americans a realistic avenue to vindicate their rights.

Warren spearheaded the development of the firm's revolutionary mass arbitration practice, which pursues individual arbitrations for thousands of individuals whose claims are subject to arbitration clauses with class-action waivers. The firm aggressively pursues individual arbitrations for tens of thousands of clients simultaneously and, as described by the *New York Times*, has left defendants "scared to death." Warren has won numerous precedent-setting victories requiring defendants to comply with their obligation to arbitrate under agreements they drafted.

Due in large part to the arbitration practice Warren has built at Keller Postman, the rise of "mass arbitrations" has been one of the most significant recent developments in civil litigation. In the last four years alone, Keller Postman has secured millions in settlements for more than 500,000 individual clients.

Before joining Keller Postman, Warren was Vice President and Chief Counsel for Appellate Litigation at the U.S. Chamber Litigation Center. In that role, he managed appellate strategy for the U.S. Chamber of Commerce, which participates in more than 150 cases each year to shape the law on a wide range of issues affecting businesses. Working closely with senior in-house lawyers at some of the world's largest companies, Warren gained unique insight into the dynamics and trends that shape business litigation.

Warren was previously an attorney in the Issues & Appeals practice at Jones Day, where he helped guide trial and appellate strategy in some of the firm's most complex and high-stakes cases.

Warren served as a law clerk for Justice David H. Souter at the Supreme Court of the United States and Judge William A. Fletcher at the U.S. Court of Appeals for the Ninth Circuit. He graduated *magna cum laude* from Harvard Law School, where he was Articles Editor on the *Harvard Law Review*, and graduated *magna cum laude* and Phi Beta Kappa from Brandeis University.

EDUCATION

J.D., Harvard Law School
B.S., Brandeis University

CLERKSHIPS

Hon. David H. Souter, Supreme Court of the United States
Hon. William A. Fletcher, U.S. Court of Appeals for the Ninth Circuit

AWARDS

Chambers & Partners Band 1 District of Columbia Ranking (2022-2024)
Law360 Technology MVP of the Year (2022)
Law360 Employment MVP of the Year (2021)
National Law Journal's Plaintiffs' Lawyers Trailblazers (2021)
Lawdragon's 500 Leading Lawyers in America (2021-2024)
Lawdragon's Leading Plaintiff Financial Lawyers (2021-2024)
National Trial Lawyers' Top 100 (2021-2024)
Super Lawyers D.C. (2022-2024)

CONTACT

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Nick Larry

Senior Counsel

Nick is Senior Counsel at Keller Postman LLC. He possesses a deep understanding of privacy laws, and an ability to identify and develop novel claims on behalf of individuals, businesses, and governments.

EDUCATION

J.D., Northwestern University Pritzker School of Law
B.A., Michigan State University

AWARDS

Best Lawyers: Ones to Watch (2023)

CONTACT

nl@kellerpostman.com
312.948.8472

At Keller Postman, Nick's practice focuses on privacy, false advertising, and other consumer-protection claims. He is focused on the research and development of claims, law and briefing practice, and litigation of class and public-client actions. During his time at Keller Postman, Nick's notable matters have included representing the State of Texas in its biometric privacy suit against Meta Platforms, representing a putative class of advertisers in an unfair-competition case against LinkedIn, as well as the firm's Amazon Alexa wiretapping class action and arbitrations, its TurboTax arbitrations against Intuit, and its consumer-protection arbitrations against DraftKings and FanDuel. Nick also helped develop the firm's biometric-privacy practice.

Before joining Keller Postman, Nick represented corporate clients and consumers in plaintiffs' matters at Benesch Friedlander Coplan & Aronoff LLP, and represented class-action plaintiffs at Edelson PC. During that time, Nick helped develop and litigate novel claims under the federal Video Privacy Protection Act, Michigan's Preservation of Personal Privacy Act, and Illinois's Biometric Information Privacy Act. Nick also took a lead role in the consumer class action against LinkedIn arising from its well-publicized 2014 data breach.

Nick graduated from the Northwestern University Pritzker School of Law, cum laude, where he was a senior editor of the Journal of International Law and Business. Nick graduated with honors from the Honors College at Michigan State University, where he played on the school's rugby team.

1 **POMERANTZ LLP**
 2 Jordan L. Lurie, State Bar No. 130013
 3 jllurie@pomlaw.com
 4 Ari Y. Basser, State Bar No. 272618
 5 abasser@pomlaw.com
 6 1100 Glendon Avenue, 15th Floor
 7 Los Angeles, CA 90024
 8 Telephone: (310) 432-8492

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

12
 13
 14 *In re LinkedIn Advertising Metrics*
 15 *Litigation*

)
) Case No.: 5:20-cv-08324-SVK

) **DECLARATION OF JORDAN LURIE**
) **IN SUPPORT OF MOTION FOR**
) **PRELIMINARY APPROVAL OF**
) **CLASS ACTION SETTLEMENT**
)
)
)
)

DECLARATION OF JORDAN LURIE

Pursuant to 28 U.S.C. § 1746, I, Jordan Lurie, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of California and in this Court. I am a partner at Pomerantz LLP, which was retained to represent former plaintiff Synergy RX PBM LLC in this matter. I am over the age of 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise. If called to testify regarding the matters asserted herein, I could and would do so.

2. Pomerantz is one of the most respected law firms in the United States and is dedicated to representing investors in securities fraud actions and consumers in actions that seek to recover monetary and injunctive relief on behalf of class members while also advocating for important consumer rights. We have offices in Los Angeles, New York, Chicago, and Paris.

3. Pomerantz has been a Legal 500 Tier 1 Firm since 2021. In 2020, Pomerantz was named Plaintiff Firm of the Year by Benchmark Litigation, ranked among the top plaintiff firms by Chambers USA and The Legal 500, and honored with European Pensions' Thought Leadership Award. In 2019, Pomerantz received Benchmark Litigation's National Case Impact Award for *In re Petrobras Securities Litig.* In 2018, Pomerantz was a Law360 Securities Practice Group of the Year and a finalist for the *National Law Journal's* Elite Trial Lawyers award. Among other accolades, many of our attorneys have been chosen by their peers, year after year, as Super Lawyers® Top-Rated Securities Litigation Attorneys and Rising Stars.

4. Our attorneys have successfully litigated claims involving California's Unfair Competition Law, California's Consumers Legal Remedies Act, the Song Beverly Consumer Warranty Act and the Song Beverly Credit Card Act. Pomerantz has successfully prosecuted and resolved consumer claims focusing on unfair competition, false advertising, illegal background checks, privacy rights and consumer finance related actions. In all of these actions, Pomerantz achieved significant modifications to defendants' business behavior as key components of settlement.

5. I am the head of the Firm's Strategic Consumer Litigation practice. The Strategic

1 Consumer Litigation practice group has pioneered litigation to establish claims for public
2 injunctive relief under California's unfair business practices statute. For example, Pomerantz has
3 filed cases seeking to prevent major auto manufacturers from unauthorized access to, and use of,
4 drivers' vehicle data without compensation, and seeking to require the auto companies to share
5 diagnostic data extracted from drivers' vehicles. Other consumer matters handled by Pomerantz's
6 Strategic Consumer Litigation practice group include actions involving cryptocurrency, medical
7 billing, price fixing, and false advertising of various consumer products and services.

8 6. Throughout its history, courts have repeatedly acknowledged Pomerantz's ability
9 to vigorously pursue and successfully litigate actions on behalf of consumers. As Judge Jed S.
10 Rakoff of the Southern District of New York wrote in approving a \$2.9 billion settlement in *In re*
11 *Petrobras Securities Litigation* in June 2018, "[T]he Court finds that Class Counsel's performance
12 was in many respects exceptional;" [T]he lawyers in this case [are] some of the best lawyers in the
13 United States, if not in the world."

14 7. Numerous other courts have noted Pomerantz's skill and effectiveness and have
15 acknowledged Pomerantz's abilities to vigorously pursue and successfully litigate actions on
16 behalf of consumers. For example:

- 17
- 18 • District Judge Noel L. Hillman, in approving the *In re Toronto-Dominion*
19 *Bank Securities Litigation* settlement in October 2019, stated:

20 I commend counsel on both sides for their hard work, their very
21 comprehensive and thoughtful submissions during the motion practice
22 aspect of this case. ... It's clear to me that this was comprehensive,
23 extensive, thoughtful, meaningful litigation leading up to the settlement. ...
24 This settlement appears to have been obtained through the hard work of the
25 Pomerantz firm. ... It was through their efforts and not piggybacking on
26 any other work that resulted in this settlement.

- 27 • In approving the settlement in *Strougo v. Barclays PLC* in June 2019,
28 Judge Victor Marrero of the Southern District of New York wrote:

Let me thank counsel on both sides for the extraordinary work both sides
did in bringing this matter to a reasonable conclusion. As the parties have
indicated, the matter was intensely litigated, but it was done in the most

1 extraordinary fashion with cooperation, collaboration, and high levels of
2 professionalism on both sides, so I thank you.

- 3 • In certifying two Classes in *In re Petrobras Securities Litigation* in
4 February 2016, Judge Rakoff wrote:

5 [O]n the basis not only of USS’s counsel’s prior experience but also the
6 Court’s observation of its advocacy over the many months since it was
7 appointed Lead Counsel, the Court concludes that Pomerantz, the proposed
8 class counsel, is “qualified, experienced and able to conduct the litigation.”
9 ... [T]he Pomerantz firm has both the skill and resources to represent the
10 Classes adequately.

- 11 • In approving the settlement in *Thorpe v. Walter Investment Management*
12 *Corp.*, No. 14-cv-20880, 2016 U.S. Dist. LEXIS 144133 (S.D. Fla. Oct. 14,
13 2016) Judge Ursula Ungaro wrote: “Class Counsel has developed a
14 reputation for zealous advocacy...”

- 15 • In approving a \$24 million settlement in *In re Force Protection, Inc.*, No.
16 08 CV 845 (D.S.C. 2011), Judge C. Weston Houk described the Firm as
17 “attorneys of great ability and great reputation” and commended the Firm
18 for having “done an excellent job.”

- 19 • In approving the settlement in *In re Converse Technology, Inc. Securities*
20 *Litigation*, No. 06-CV-1825 (E.D.N.Y.) in June 2010, Judge Nicholas G.
21 Garaufis stated:

22 As outlined above, the recovery in this case is one of the highest ever
23 achieved in this type of securities action. ... The court also notes that,
24 throughout this litigation, it has been impressed by Lead Counsel’s acumen
25 and diligence. The briefing has been thorough, clear, and convincing, and
26 ... Lead Counsel has not taken short cuts or relaxed its efforts at any stage
27 of the litigation.

- 28 • In *Steinberg v. Nationwide Mutual Insurance Co.* (E.D.N.Y. 2004), Judge
29 Spatt, granting class certification and appointing the Firm as class counsel,
30 observed: “The Pomerantz firm has a strong reputation as class counsel and
31 has demonstrated its competence to serve as class counsel in this motion
32 for class certification.” (224 F.R.D. 67, 766.)

- 33 • In *Mercury Savings & Loan*, No. 90-cv-00087 LHM (C.D. Cal. 1993),
34 Judge McLaughlin commended the Firm for the “absolutely extraordinary
35 job in this litigation.”

36 8. Pomerantz’s class action record is enviable. On January 3, 2018, in *In re*
37 *Petrobras Sec. Litig.*, No. 14-cv-9662 (S.D.N.Y. 2018), in a significant victory for investors,
38

1 Pomerantz, as sole Lead Counsel for the class, achieved a historic \$2.95 billion settlement with
2 Petróleo Brasileiro S.A. and its related entity, Petrobras International Finance Company, as well
3 as certain of Petrobras' former executives and directors. On February 2, 2018, Pomerantz
4 reached a \$50 million settlement with Petrobras' auditors, PricewaterhouseCoopers Auditores
5 Independentes, bringing the total recovery for Petrobras investors to \$3 billion. In August 2019,
6 in *Pirnik v. Fiat Chrysler Automobiles N.V. et al.*, No. 1:15-cv-07199-JMF (S.D.N.Y.),
7 Pomerantz, as Lead Counsel, achieved final approval of a \$110 million settlement for the Class
8 in a high-profile securities class action which alleged that Fiat Chrysler concealed from
9 investors that it improperly outfitted its diesel vehicles with "defeat device" software designed
10 to cheat NOx emissions regulations in the U.S. and Europe, and that regulators had accused Fiat
11 Chrysler of violating the emissions regulations.

12 9. Over its long history, Pomerantz has achieved other significant settlements in
13 numerous cases, a sampling of which is listed below:

- 14 • *In re Yahoo! Inc. Sec. Litig.*, No. 17-cv-00373 (N.D. Cal. 2018)
15 \$80 million settlement of securities class action in which Pomerantz was Co-
16 Lead Counsel.
- 17 • *In re Libor Based Financial Instruments Antitrust Litig.*, 1:11-md-2262
18 \$31 billion partial settlement with three defendants in this multi-district litigation
19 in which Pomerantz represents the Berkshire Bank and the Government
20 Development Bank for Puerto Rico.
- 21 • *Kaplan v. S.A.C. Capital Advisors, L.P.*, No. 12-cv-9350 (S.D.N.Y. 2017)
22 \$135 million settlement of class action in which Pomerantz was Co-Lead
23 Counsel.
- 24 • *In re Groupon, Inc. Sec. Litig.*, No. 12-cv-02450 (N.D. Ill. 2015)
25 \$45 million settlement of class action in which Pomerantz was sole Lead
26 Counsel.
- 27 • *In re Elan Corp. Sec. Litig.*, No. 05-cv-2860 (S.D.N.Y. 2005)
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\$75 million settlement in class action arising out of alleged accounting manipulations.

- *In re Safety-Kleen Corp. Stockholders Litig.*, No. 00-cv-736-17 (D.S.C. 2004)
\$54.5 million in total settlements in class action alleging accounting manipulations by corporate officials and auditors; last settlement reached on eve of trial.
- *Duckworth v. Country Life Ins. Co.*, No. 1998-CH-01046 (Ill. Cir. Ct., Cook Cty. 2000)
\$45 million recovery.
- *Snyder v. Nationwide Ins. Co.*, No. 97/0633 (N.Y. Sup. Ct. Onondaga Cty. 1998)
Settlement valued at \$100 million in derivative case arising from injuries to consumers purchasing life insurance policies.
- *In re National Health Lab., Inc. Sec. Litig.*, No. CV 92-1949 (S.D. Cal. 1995)
\$64 million recovery.
- *In re First Executive Corp. Sec. Litig.*, No. 89-cv-07135 (C.D. Cal. 1994)
\$102 million recovery for the class, exposing a massive securities fraud arising out of the Michael Milken debacle.
- *In re Boardwalk Marketplace Sec. Litig.*, MDL No. 712 (D. Conn. 1994)
Over \$66 million benefit in securities fraud action.
- *In re Telerate, Inc. S'holders Litig.*, C.A. No. 1115 (Del. Ch. 1989)
\$95 million benefit in case alleging violation of fiduciary duty under state law.


10. Not only has Pomerantz established a long track record of obtaining substantial monetary recoveries for our clients; whenever appropriate, we also pursue corporate governance reforms on their behalf. In *In re Chesapeake Shareholders Derivative Litigation*, No. CJ-2009-3983 (Okla. Dist. Ct., Okla. Cty. 2011), for example, the Firm served as Co-Lead Counsel, representing a public pension client in a derivative case arising from an excessive compensation

1 package granted to Chesapeake's CEO and founder. This was a derivative action, not a class
2 action. Yet it is illustrative of the results that can be obtained by an institutional investor in the
3 corporate governance arena. There we obtained a settlement which called for the repayment of
4 \$12.1 million and other consideration by the CEO. The Wall Street Journal (Nov. 3, 2011)
5 characterized the settlement as "a rare concession for the 52-year old executive, who has run the
6 company largely by his own rules since he co-founded it in 1989." The settlement also included
7 comprehensive corporate governance reforms.

8 11. Pomerantz LLP has committed extensive resources to this case. To date, the firm
9 has devoted over 180 hours to this case, resulting in a lodestar of approximately \$178,525 to date,
10 based on information provided to me. The firm has also advanced unreimbursed expenses of
11 approximately \$15,073 to date, based on information provided to me.

12 12. Based on my experience litigating class actions and complex cases, and based on
13 my familiarity with the strengths and weaknesses of Plaintiffs' case, I believe the settlement to
14 be fair, reasonable, adequate, and worthy of approval. Among other things, the settlement offers
15 strong relief, especially compared to the similar class actions that have resulted in non-recoveries.

16 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
17 24th day of July, 2024 in Los Angeles, California.

18
19 By: 
20 Jordan Lurie

1 David Neiman (*pro hac vice*)
dneiman@rblaw.net
2 **ROMANUCCI & BLANDIN, LLC**
321 N. Clark Street, Suite 900
3 Chicago, IL 60654
Phone: (312) 458-1000
4 Facsimile: (312) 458-1004

5 *Attorneys for Plaintiffs TopDevz, LLC, and*
Noirefy, Inc.
6

7 **UNITED STATES DISTRICT COURT**
8 **NORTHERN DISTRICT OF CALIFORNIA**
9 **SAN JOSE DIVISION**

9)
10 *In re LinkedIn Advertising Metrics*) Case No.: 5:20-cv-08324-SVK
11 *Litigation*) **DECLARATION OF DAVID NEIMAN**
12) **IN SUPPORT OF MOTION FOR**
13) **PRELIMINARY APPROVAL OF**
14) **CLASS ACTION SETTLEMENT**
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DECLARATION OF DAVID NEIMAN

Pursuant to 28 U.S.C. § 1746, I, David Neiman, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of Illinois, and before this Court *pro hac vice*. I am a partner at Romanucci & Blandin, LLC, which has been retained to represent Plaintiffs TopDevz, LLC and Noirefy, Inc. in this matter. I am over the age of 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise. If called to testify regarding the matters asserted herein, I could and would do so.

2. A true and accurate copy of Romanucci & Blandin’s firm resume is attached hereto as Exhibit A.

3. The attorneys at Romanucci & Blandin have extensive experience handling complex litigation, class action cases, and multi-district litigation throughout the U.S., including district and federal courts, matters in the insurance, products liability, pharmaceutical, and medical device industries. In addition, Romanucci & Blandin has gained a national reputation for representing victims in civil rights and police misconduct cases, including but not limited to the Estate of George Floyd against the Minneapolis Police Department, among others.

4. Moreover, Romanucci & Blandin has built an impressive practice prosecuting complex commercial insurance disputes, representing hundreds of policyholders in claims in state and federal courts across the country.

5. Since its founding in 1998, Romanucci & Blandin has recovered over \$1 billion on behalf of its clients. Notable recoveries include \$21.3 million for a 37-year-old mother of five killed in a car accident with a Chicago Police Department vehicle; acting on the steering committee representing over 70 individuals in litigation relating to the Las Vegas mass shooting, which recovered over \$735 million in total; representing approximately 30 individuals in the Pulse night club shooting litigation; acting as co-lead counsel in a class action against the City of Chicago regarding its red-light camera policy, which recovered \$35 million, and more.

1 6. Romanucci, & Blandin has committed extensive resources to this case. To date,
2 the firm has devoted over 320 hours to this case, resulting in a lodestar of \$286,525. The firm has
3 also advanced unreimbursed expenses of \$27,267.14.

4 7. Based on my experience litigating class actions and complex cases, and based on
5 my familiarity with the strengths and weaknesses of Plaintiffs' case, I believe the settlement to
6 be fair, reasonable, adequate, and worthy of approval. Among other things, the settlement offers
7 strong relief, especially compared to the similar class actions that have resulted in non-
8 recoveries.

9 I declare under penalty of perjury that the foregoing is true and correct. Executed on this
10 25th day of July, 2024 in Chicago, Illinois.

11
12 By: 
13 David Neiman

EXHIBIT A



Representative Cases and Attorney Experience

Romanucci & Blandin, LLC ("R&B") is a Chicago-based Plaintiffs' litigation/ personal injury law firm. Antonio M. Romanucci and Stephan D. Blandin founded the firm in 1998, which currently consists of more than 15 trial attorneys. Since 1998, R&B has achieved verdicts and settlements in excess of \$1 billion on behalf of its clients in various areas, including large-scale, aggregate litigation cases.

REPRESENTATIVE CASES AND CLASS ACTIONS

Notably, R&B has been retained for and led some of the largest, high-profile aggregate cases in Illinois and the country:

- Romanucci was one of the lead counsel in the Cook County State Court litigation against Sterigenics, a medical sterilization company based in the western suburbs of Chicago. Romanucci & Blandin was appointed to the Plaintiff Executive Committee by the Circuit Court of Cook County, and Mr. Romanucci was appointed as the Plaintiffs' Lead Counsel. (Cook County, IL, Case No. 18-L-010475). A global settlement of over \$400 million was reached, including \$150 million for R&B clients.
- R&B is currently representing victims of the Boeing Airlines crash in Ethiopia on March 10, 2019. Mr. Romanucci and Mr. Neiman are both members of the Plaintiffs' Executive Committee. (NDIL, Case No. 1:19-CV-02170).
- R&B is representing numerous people who developed cancer after living near metal processing plants in the Village of Union, Illinois, in McHenry County, alleging the plant owners knowingly polluted the surrounding communities with cancer-causing chemicals for decades.
- R&B Partner David A. Neiman was named to the Plaintiff's Steering Committee in the multi-district hair relaxer litigation (*In re: Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, Case No. 1:23-cv-818 (Northern District of IL)). R&B also represents clients in the state court hair relaxer litigation proceeding *Janita Hayes, et al. v. L'Oreal USA, Inc., et al.*, 22-L-11132 (Circuit Court of Cook County, IL).
- R&B is co-counsel representing a class of plaintiffs in litigation against Ann & Robert H. Lurie Children's Hospital of Chicago in a proposed class action alleging it failed to put systems in place to detect the improper access of medical records, leading to two undetected data breaches that exposed the information of at least 8,000 patients.
- R&B's mass torts team currently represents clients in three Biometric Information Privacy Act cases: *Davis v. Wirco, Inc.*, 21-cv-02279 (Central District of IL); *Curry v. County Materials Corp., et al.*, 22-cv-02015 (Central District of IL); and *Clow v. The Sygma Network*, 22-cv-1094 (Central District of IL).
- R&B attorneys were appointed to the Interim Plaintiffs Steering Council for the class action litigation related to the Chemtool chemical plant fire and explosion in Rockton, Illinois on June 14, 2021.
- R&B represented over 70 individuals in the October 1 Shooting Litigation in Las Vegas, Nevada, arising from the Mandalay Bay Shooting on October 1, 2017, with Mr. Romanucci serving on the litigation's Steering Committee, which brokered a Settlement Agreement with a value in excess of \$735 million. (Clark County, NV, Case No. A-18-769752-C).
- R&B represented approximately 30 individuals in the Pulse Night Club Litigation, resulting in a recovery of the entire insurance policy for all affected. (Palm Beach County, FL, No Case Number).



Representative Cases and Attorney Experience

- R&B served as Co-Lead Counsel in a Class Action against the City of Chicago for their unconstitutional red-light camera policy, which resulted in a \$35 million settlement on behalf of thousands of class members.
- R&B is representing numerous victims who have suffered devastating financial and property loss as the result of Edenville and Sanford Dams located in Michigan overflowing, flooding hundreds of homes and buildings in May 2020.
- R&B was lead counsel representing nearly 30 individuals who sustained respiratory injuries following an ammonia chemical spill that occurred in Beach Park, Illinois, on April 25, 2019. A settlement was reached in the case.
- R&B represented numerous governmental entities and individuals in lawsuits against JUUL Labs, Inc., related to its allegedly deceptive marketing practices causing addiction and physical injuries to America's youth.
- R&B handled numerous class actions filed on behalf of Illinois automobile insurance policyholders against numerous insurance companies for failing to provide fair and appropriate insurance premium relief due to significantly reduced miles traveled during the COVID-19 pandemic.
- R&B represented a putative class of LinkedIn advertisers, alleging that LinkedIn consistently overcharges its users by inflating advertising metrics businesses rely on when placing bids to purchase advertising on the networking site.

Romanucci & Blandin's experienced roster of attorneys

R&B attorneys are recognized as best in their field by prominent legal publications, including Super Lawyers and Leading Lawyers magazines, and are AV-Rated by Martindale Hubbell. In addition, the firm's attorneys have been named Top 10 attorneys in Illinois, included in the National Trial Lawyers 40 Under 40 list, and identified in the *Best Lawyers in America* publication. Beyond recognition from legal publications, the firm's attorneys have contributed to the legal community through scholarship and speaking engagements.

David A. Neiman

Partner

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Paralegal: Kaitlyn Boelter-Eberhardt

312-253-8785 / kboelter@rblaw.net



Practice Areas

Birth Injuries

Environmental & Toxic Torts

Mass Torts & Class Actions

Medical Malpractice

Premises Liability

Product Liability

Transportation & Car Accidents

Wrongful Death

Education & Certifications

- J.D., William and Mary School of Law and Northwestern University School of Law, 2009
- B.A., Kenyon College, Gambier, OH, 2005

Jurisdictions Admitted to Practice

Illinois, 2009

S. District Court for the Northern District of Illinois, 2009; Member of the Trial Bar, 2013

S. District Court for the Eastern District of Wisconsin, 2020

Superior Court of the State of California for the County of Los Angeles, 2020 (*Pro Hac Vice*)

S. District Court for the Middle District of Florida, 2020 (*Pro Hac*)

Partner David A. Neiman is a personal injury and consumer rights attorney who has successfully litigated a variety of cases throughout the country. David has spent much of his career representing victims and their families in cases involving medical malpractice, premises liability, transportation accidents, including automobile crashes and aviation disasters, and civil rights matters. Most recently, he has focused his practice on mass tort and class action litigation, including gun violence prevention cases, consumer protection matters involving insurance products, data and privacy cases, chemical toxic exposure cases, and product liability cases.

David is known for taking on powerful cases with national implications. He, alongside Romanucci & Blandin, LLC Founding Partner Antonio Romanucci, is currently leading the firm's representation of shooting victims in landmark cases against gun manufacturers and distributors that produce, market, and advertise assault rifles used in mass shootings. Notably, David is representing dozens of shooting victims across the country, including children injured in the mass shooting at Robb Elementary School in Uvalde, Texas on May 24, 2022; dozens of people injured and killed in the Highland Park, Illinois parade shooting that occurred on July 4, 2022; patrons of Club Q in Colorado Springs, Colorado on November 19, 2022; and several victims of the Old National Bank Shooting in Louisville, Kentucky on April 10, 2023.

David's reputation for finding meaningful and creative solutions in tough cases has led to his appointment to leadership positions in several mass tort and class action cases. David served as lead counsel in *In re: Beach Park Chemical Spill*, in which more than 60 residents, passersby, and first responders sustained injuries from an ammonia chemical spill that occurred in Beach Park, Illinois on April 25, 2019. More recently, David was appointed to the Plaintiffs Steering Committee in *In re: Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, Case No. 1:23-cv-818 (Northern District of IL) and the Plaintiffs Executive Committee in the parallel consolidated state court litigation in Cook County, Illinois where he is actively representing women who developed cancer through their use of chemical hair straightening products. He is also concurrently serving on the Plaintiffs Steering Council representing property owners in and around Rockton, IL who sustained damage following the Chemtool chemical plant fire explosion that occurred on June 14, 2021. David further serves on the Plaintiff's Steering Committee in *In re: Ethiopian Airlines Flight ET 302 Crash* representing victims in the case against The Boeing Company following the crash of Ethiopian Airlines Flight 302 that occurred on March 10, 2019. Lastly, David has further served as co-lead counsel in several data

Vice)

S. District Court for the Northern District of California, 2021

S. Court of Appeals, Seventh Circuit, 2021

S. District Court for the Central District of Illinois, 2021

S. Court of Appeals, Eleventh Circuit, 2021

S. Court of Appeals, Ninth Circuit, 2022

S. District Court for the Eastern District of Michigan, 2023

S. District Court for the Western District of Texas, Del Rio, 2023 (*Pro Hac Vice*)

breach and privacy cases, including cases alleging violations of the Illinois Biometric Information Privacy Act.

Before joining Romanucci & Blandin, LLC, David was a partner at Baizer Kolar Neiman P.C. In his last two trials at that firm, David earned verdicts on behalf of his clients totaling \$70 million. In May 2018, David was part of the trial team with Bob Baizer and Joe Kolar that obtained a \$25 million verdict for the wrongful death of a 43-year-old woman for failure to identify and remove an ovarian mass ultimately leading to a terminal cancer diagnosis. In March 2019, David first-chaired a trial in which he obtained a \$45 million verdict for the family of a woman who was killed in a car crash in Lake County, Illinois.

David's work on behalf of plaintiffs has been recognized by prestigious ranking directories, including Law Bulletin Media, which named him "40 Illinois Attorneys Under Forty" to Watch for 2022. Law Bulletin Publishing Company has separately identified David as an Emerging Lawyer from 2017-2022. David has also proudly been named one of The Best Lawyers in America® for 2021 through 2023 and an Illinois Super Lawyer for 2022 and 2023 (after previously being named an Illinois' Rising Stars by Super Lawyers® for the years 2015-2021).

David received his Bachelor of Arts degree from Kenyon College in Gambier, Ohio majoring in American Studies. He then attended law school at William and Mary School of Law and Northwestern University School of Law. While in law school, David worked at the Cook County State's Attorney's Office. Following law school, he served as a judicial extern for the Honorable Judge John Daniel Tinder with the United States Court of Appeals for the 7th Circuit.

David is involved with several community non-profit organizations. David currently serves on the Board of Directors of Lambs Farm, an organization that provides vocational and residential services for over 250 adults with developmental disabilities. He is also on the Board of Directors for the Deerfield Park Foundation, which offers financial assistance to those in the community in need.

Experience

\$1,450,000 Settlement – Motorcycle Accident

\$975,000 Settlement – Party Bus Accident

Awards & Recognition

- *Certificate of Recognition*, American Association for Justice, 2023
- Law Bulletin Media *40 Illinois Attorneys Under Forty to Watch*, 2022
- *Super Lawyer* by Illinois Super Lawyers®, 2022-Present
- *Rising Star* by Illinois Super Lawyers®, 2015-2021
- Named one of *The Best Lawyers in America*®, 2021-Present
- *Emerging Lawyer* by Law Bulletin Publishing Company, 2017-Present
- National Trial Lawyers Association "*Top 40 Trial Lawyers under 40*" in Illinois, 2013

Legal Activities & Leadership

- Illinois State Bar Association
 - Member, Tort Law Section Council, 2022-Present
 - Member, Young Lawyers Division Board Council, 2013-2022
 - General Assembly Representative for the 19th Judicial Circuit, 2016
- Illinois Trial Lawyers Association
 - AAJ State Delegate, 2022-Present
 - Board of Managers, 2020-Present
 - Board of Advocates, 2016-2019
- American Association for Justice
 - Membership Oversight Committee, 2022-Present
 - Public Education Committee, 2022-Present
 - Publications Committee, 2022-Present
 - Press Advisory Board, 2022-Present
 - Committee on the Judiciary, 2022-Present
 - Publications Committee for the New Lawyers Division, 2017-2019
 - NLD Advocate, 2016-2018
- Lake County Bar Association

CHARITABLE INVOLVEMENT

- The North Suburban Legal Aid Clinic, f/k/a Highland Park-Highwood Legal Aid Clinic
 - Chairman of the Board of Directors of the North Suburban Legal Aid Clinic, 2017-2019
- Deerfield Park Foundation
 - Served on the Board of Directors for the Deerfield Park Foundation, which offers financial assistance to those in the community in need, 2018-2021
- Lambs Farm
 - Serve on the Board of Directors for Lambs Farm, which is a non-profit organization that serves adults with developmental disabilities, charged with oversight of financial reporting, disclosure, and management, 2023-present
 - Served on the Audit and Finance Committee reporting to the Board of Directors, 2017-present
 - Founded the Metropolitan Division of Lambs Farm, intending to plan and promote fundraising events to support Lambs Farm
- Anti-Defamation League
 - Completed The Glass Leadership Institute in 2014, which is a nationally recognized young leadership development program for the Anti-Defamation League

Notable Cases

REPRESENTATIVE MATTERS

- David serves (or has served) as lead or co-lead counsel in:
 - *In Re Beach Park Chemical Spill*, 19 L 369 (Circuit Court of Lake County, IL)
 - *Baby Doe, et al. v. Ann & Robert H. Lurie Children's Hospital of Chicago*, 2020-CH-04123 (Circuit Court of Cook County, IL)
 - *Davis v. Wirco, Inc.*, 21-cv-02279 (Central District of IL)
 - *Curry v. County Materials Corp., et al.*, 22-cv-02015 (Central District of IL)
 - *Clow v. The Sygma Network*, 22-cv-1094 (Central District of IL)
- David also serves as a leadership member in:
 - *In re: Ethiopian Airlines Flight ET 302 Crash*, 19-cv-02170 (Northern District of IL) (Plaintiffs Steering Committee)
 - *Grasley, et al. v. Chemtool Incorporated*, 2021-L-0000162 (Circuit Court of Winnebago County, IL) (Plaintiffs Steering Council)
 - *In re: Hair Relaxer Marketing, Sales Practices, and Products Liability Litigation*, MDL No. 3060, Case No. 1:23-cv-818 (Northern District of IL)(Plaintiff's Steering Committee)
 - *Janita Hayes, et al. v. L'Oreal USA, Inc., et al.*, 22-L-11132 (Circuit Court of Cook County, IL)

In the News

Lawsuits expand to accessories sold by River City Firearms to Old National Bank shooter
WAVE, April 11, 2024

July 4 parade gun suits belong in state court, panel holds
Chicago Daily Law Bulletin, April 10, 2024

Inside the court fight over the safety of hair relaxers and Black hair care
Chicago Sun-Times, April 4, 2024

Jessica Barrick describes tragic moments she learned her husband was killed at Old National Bank
March 19, 2024

The hero: Rich Fierro fought in America's war on terror. Then terror found him at home.
Washington Post, March 16, 2024

Federal data reveals gun stores whose firearms have been used in many crimes
NBC Nightly News with Lester Holt, February 23, 2024

Gun shops that sell the most guns used in crime revealed in new list
USA TODAY, February 15, 2024

Old National Bank mass shooting widow vows to make a change
WAVE 3 News, January 23, 2024

Families sue Kentucky gun shop that sold AR-15 used in 2023 bank shooting that killed 5
AP News, January 23, 2024

Trial for accused Highland Park shooter to begin in February; Crimo III to represent himself
WGN9, December 11, 2023

Louisville bank shooter killed 5 people to highlight gun laws, police report shows
The Washington Post, November 22, 2023

LMPD closes investigation into Old National Bank shooting. Here are the findings
Louisville Courier Journal, November 21, 2023

“The world stops to care”: Club Q survivors reflect on what’s changed — and what still needs fixing
The Colorado Sun, November 17, 2023

The Survivors
them, November 17, 2023

Victim's families, survivors of Old National Bank shooting consider suing gun company
WLKY, October 31, 2023

Co-workers knew he was struggling. They didn't expect he'd buy an AR-15.
Washington Post, October 30, 2023

Old National Bank shooting victims, families to file suit against gun manufacturer
Louisville Courier Journal, October 30, 2023

Judge Rejects Gunmaker's Attempt To Remove Highland Park Shooting Suit
Patch, September 30, 2023

Judge: Lawsuits vs Smith & Wesson over Highland Park massacre belong in Lake County, not federal court
Cook County Record, September 28, 2023

Gun maker must face Highland Park parade suits in state court
Chicago Daily Law Bulletin, September 28, 2023

Club Q shooting victims file notices to sue El Paso County
The Gazette, June 5, 2023

‘This could be the case that helps cultivate that change’: Lawsuit filed on behalf of Robb Elementary survivor
KSAT-TV, May 24, 2023

Uvalde survivor Mayah Zamora making a difference with life she nearly lost
CBS Texas, May 22, 2023

Uvalde victims' families seek to hold gunmaker accountable, accuse it of marketing to youth
CBS Texas, May 22, 2023

Highland Park parade shooting survivors find hope after tragedy
TODAY, May 4, 2023

Committee hears testimony on King's raise-the-age bill
Uvalde Leader-News, April 23, 2023

Two Children, a Burst of Gunfire and the Year That Came After
New York Times, April 17, 2023

Biden calls for investigation of gun makers selling weapons to minors
Business News (biz.crastr.net), March 15, 2023

A Visit to Lambs Farm with Deerfield's David Neiman
Deerfield Neighbors, March 14, 2023

Geico can't end class action claiming its Covid savings plan didn't cut rates enough
Cook County Record, February 9, 2023

Durbin, Schneider announce firearm safe storage legislation alongside Highland Park shooting survivors
Chicago Tribune, February 3, 2023

IL Supreme Court: Biometrics class actions can include claims over five years, not just one
Cook County Record, February 2, 2023

Boeing pleads not guilty to fraud charge in 737 MAX arraignment
Reuters - yahoo!finance, January 26, 2023

Romanucci & Blandin earns high national marks
Fra Noi, January 16, 2023

Assault weapon sales now illegal in Illinois: 'This will save lives,' Pritzker says after signing bill into law
Chicago Sun-Times, January 10, 2023

'A year unlike any other': Highland Park shooting victims continue to deal with grief, anger and pain
Daily Herald, January 4, 2023

Pain remains fresh, push for change strong six months after Highland Park massacre
CBS Chicago, January 4, 2023

Illinois is poised to pass an assault weapons ban. Will it withstand court challenges?
WGN9, January 3, 2023

Survivors of mass shootings in Highland Park, East Garfield Park voice support for proposed assault weapon ban
Chicago Tribune, December 13, 2022

Lawyers for Accused Highland Park Parade Shooter Ask for More Time to Review 'Volume' of Evidence
Chicago Sun-Times, November 2, 2022

Highland Park shooting victims say they are fighting back as they cope day-by-day
WBEZ Chicago, October 21, 2022

Mass Shooting Victims Are Suing Gun Manufacturers
Newsy, October 17, 2022

3 Takeaways From The First BIPA Verdict
Law360, October 13, 2022

Gun industry faces a new wave of lawsuits that could reshape how firearms are sold
CNBC, October 6, 2022

Taking gun manufacturers to court can save lives
Chicago Sun-Times, October 5, 2022

Highland Park shooting victims sue Smith & Wesson, gun shops, alleged shooter and his father over July 4 parade mass shooting
Chicago Tribune, September 30, 2022

Smith & Wesson is accused of marketing guns to 'disturbed young men' in suit by July 4 victims
ABA Journal, September 29, 2022

Highland Park Shooting Victims File Lawsuit Against Gun Maker and Others, Targeting their Marketing
NBC 5 Chicago, September 28, 2022

Highland Park Fourth of July massacre: First lawsuits filed, call attack 'predictable and preventable'
Chicago Sun-Times, September 28, 2022

Editorial: Lessons from the Sterigenics case. Why allow harmful emissions so close to homes and schools?
Chicago Tribune, September 27, 2022

Latest suit from Chief derailment claims Amtrak, BNSF 'placed profits over safety'
Trains, July 11, 2022

Lawsuit filed on behalf of an injured passenger in Amtrak train derailment
NBC - 8 KOMU, July 9, 2022

David A. Neiman Named Partner at Romanucci & Blandin
ISBA's The Bar News, February 25, 2022

Family of man who died after falling from moving party bus reaches settlement with company
Chicago Sun-Times, January 21, 2022

Blog Posts

Gun Violence Now Leading Cause of Death for Kids: What We Can Do About It
Romanucci & Blandin Blog, October 6, 2023

Eye in the Sky: Drones Will Allow for More Safety and Security at Illinois Public Events
Romanucci & Blandin Blog, June 29, 2023

Biometric Privacy and Workers' Rights
Romanucci & Blandin Blog, February 15, 2022

BIPA and Enhanced Protections for Illinois Workers
Romanucci & Blandin Blog, January 18, 2022

Auto Insurance Premium Relief in the COVID-19 Era: Is your insurance company really looking out for you?
Romanucci & Blandin Blog, September 22, 2021

The Need for Medical Monitoring in Illinois
Romanucci & Blandin Blog, July 30, 2021

Flying Public, Pay Attention to the Plane You Book
Romanucci & Blandin Blog, February 10, 2021

Covid-19 Business Interruption Lawsuits – Where Do They Stand?
Romanucci & Blandin Blog, September 23, 2020

Speaking Engagements

- Lake County Bar Association, Presenter, *JUUL LABS, INC.: Litigation on Behalf of Lake County, Illinois*, Lake County, Illinois, May 2023
- Chambers of Commerce for Evanston, Skokie, Lincolnwood, Morton Grove, and the Greater Wheeling Area (Illinois), Speaker, *Know Your Options Small Business Webinar: Business Interruption Insurance Claims*, May 2020
- 25th Ward - City of Chicago, Speaker, *Know Your Options Small Business Forum: Insurance Claims for Lost Revenue, Government Loans and Grants, and other Legal Options in the Face of Coronavirus*, May 2020
- Illinois State Bar Association, Moderator, *Legal Malpractice Pitfalls for Young Lawyers*, April 2015

Publications

- Illinois State Bar Association, Young Lawyers Division Section Newsletter, *Avoiding legal malpractice claims*, February 2016.
- Illinois State Bar Association, Young Lawyers Division Section Newsletter, *Tips for lawyers looking to network and market themselves*, August 2014

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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 NOTICE**
) **ADMINISTRATION**
)
)
)
)

DECLARATION OF ERIC SCHACHTER

Pursuant to 28 U.S.C. § 1746, I, Eric Schachter, hereby declare and state as follows:

1. I am a Senior Vice President with A.B. Data, Ltd. (“A.B. Data”). A.B. Data has been selected by the parties as the Settlement Administrator in this case after a competitive bidding process. I am fully familiar with the facts contained herein, and, if called as a witness, could and would testify competently thereto.

2. In consultation with the parties, I have prepared a proposed settlement notice and administration plan for this litigation. This declaration describes the proposed notice plan and how it meets the requirements of due process and Federal Rule of Civil Procedure 23, and how A.B. Data complies with the Northern District’s class action settlement and data protection guidelines. This declaration is based upon my personal knowledge and upon information provided to me by the parties, my associates, and other A.B. Data staff members.

3. I have implemented and coordinated some of the largest and most complex class action notice and administration plans in the country. The scope of my work includes notification, claims processing, and distribution plans in all types of class actions, including but not limited to consumer, antitrust, securities, ERISA, insurance, and government agency settlements.

4. A.B. Data has also been appointed as notice, claim, and/or settlement administrator in hundreds of high-volume consumer, civil rights, insurance, antitrust, ERISA, securities, and wage and hour class actions. A profile of A.B. Data’s background and capabilities, including representative case and client lists, is attached hereto as Exhibit A.

5. The objective of the proposed notice plan is to provide the best practicable notice under the circumstances of the proposed settlement to potential Class members. The Class is defined as follows:

All U.S. advertisers who purchased LinkedIn Advertising¹ during the Class Period.² Excluded from the Settlement Class are LinkedIn; any entity in which LinkedIn has a controlling interest; LinkedIn’s officers, directors,

¹ “LinkedIn Advertising” means “advertising offered or purchased through LinkedIn Marketing Solutions.” Settlement, ¶ II. 18.

² The Class Period is January 1, 2015 through May 31, 2023.

1 legal representatives, successors, subsidiaries, and assigns; any advertiser
2 who timely files a request for exclusion; and any judge to whom this case
3 is assigned, his or her spouse, and all persons with the third degree of
relationship to either of them, as well as the spouses of such persons.

4 **DATA PRIVACY AND SECURITY**

5 6. A.B. Data has numerous control systems and procedures in place, that it believes
6 meet or exceed relevant industry standards, to securely handle class member data. A summary of
7 those systems and procedures, addressing the items highlighted in the updated Northern District
8 of California Procedural Guidance for Class Action Settlements (including technical,
9 administrative, and physical controls; retention; destruction; audits; crisis response; etc.) is
10 attached as Exhibit B.

11 7. A.B. Data accepts responsibility for the security of class member information and
12 claimant data and accurate distribution of funds pursuant to relevant Court Orders. All case data
13 provided to A.B. Data by the parties and/or Class Members will be used solely for the purpose of
14 effecting notice and claims administration. A.B. Data will not use any Class Member information
15 for any other purpose, specifically the information will not be used, disseminated, or disclosed by
16 or to any other person for any other purpose.

17 8. A.B. Data will continue to host and maintain the case data until otherwise instructed
18 in writing by the parties to delete, archive or return such data. When a customer requests that A.B.
19 Data delete or destroy all data, A.B. Data agrees to delete or destroy all such data; provided,
20 however, that A.B. Data may retain data as required by applicable law, rule or regulation, and to
21 the extent such copies are electronically stored in accordance with A.B. Data's record retention or
22 back-up policies or procedures (including those regarding electronic communications) then in
23 effect.

24 9. A.B. Data maintains adequate insurance in the case of errors, which includes: (a)
25 professional liability errors and omissions insurance coverage; (b) a fidelity bond for employee
26 dishonesty losses (plus additional computer fraud and wire transfer communication fraud
27 coverages); and (c) network and information security liability coverage.

28

NOTICE PLAN

1
2 10. The proposed notice plan includes direct notice to the approximately 300,000 Class
3 members. More specifically, each Class member for whom LinkedIn has an email address on file
4 will be sent direct notice via email to the last-known email address on file for the Class member.
5 Any Class members whose notices are returned as undeliverable or for whom LinkedIn does not
6 have an email address on file will receive postcard notice via U.S. Mail, sent to the billing address
7 on file with LinkedIn, provided that LinkedIn has a billing address on file. Given that the Class
8 was engaged in commerce with LinkedIn, it is fair to expect that Class members are digitally
9 sophisticated such that notice by email is the best practicable under the circumstances.

10 11. Direct notice will be provided via Short-Form notice, attached as Exhibit C, that
11 will be emailed (“Email Notice”) and mailed (“Postcard Notice”) directly to Class members for
12 whom email and/or physical addresses are on file with LinkedIn, and the more detailed Long-Form
13 Notice, attached as Exhibit D, which will be available on the settlement website.

14 12. The Email Notice and Postcard Notice sent directly to Class members will include
15 summary information concerning the Settlement, including: that this is a class action; the Class
16 definition; that the Class allege claims related to overpayment; that a Class member may appear
17 through an attorney if the member wants; that Class members can exclude themselves; the time
18 and manner for request exclusion; and the binding effect of a class judgment. The Email Notice
19 will also include a hyperlink to the Long-Form Notice.

20 13. These means of providing notice are the best practicable under the circumstances
21 for reasons of outreach and efficiency, and the cost of email notice is far less than the high cost of
22 noticing the entire Class through hard-copy mail notice. Also, I am not aware of any limitations
23 with the technology that would cause any concern that the notice will not be properly received.
24 For email, A.B. Data implements certain best practices to increase deliverability and bypass spam
25 and junk filters, and we will be able to verify how many emails were successfully delivered. For
26 the mailed Postcard notice, A.B. Data will track any mail returned as undeliverable by the United
27 States Postal Service, and using third-party information providers to which we subscribe, attempt
28 to ascertain an updated address and remit the Postcard Notice accordingly.

1 **WEBSITE AND TELEPHONE**

2 14. To assist Class members in understanding the terms of the Settlement and their
3 rights, A.B. Data will establish a case-specific toll-free settlement number and website.

4 15. A.B. Data will implement and maintain a toll-free telephone number with an
5 automated voice response system. The toll-free telephone number will appear on the Email Notice,
6 Postcard Notice, and Long-Form Notice. The automated interactive voice response system will
7 present callers with a series of choice to hear prerecorded information concerning the settlement.
8 If callers need further help, they will have an option to speak with a live operator during business
9 hours.

10 16. A.B. Data will also implement and maintain a case-specific website for the
11 settlement (the “Settlement Website”). The Settlement Website URL will appear on the Email
12 Notice, Postcard Notice, and Long-Form Notice. The Settlement Website will provide, among
13 other things, a summary of the case, all relevant documents, important dates, and any pertinent
14 updates concerning the litigation of the settlement process.

15 **EXCLUSION PROCESSING**

16 17. The notices provide that Class Members may request exclusion by sending a
17 written, mailed request to the Settlement Administrator. A.B. Data will receive and process all
18 requests for exclusion. A.B. Data will also, on a weekly basis, circulate to the parties copies of all
19 such requests and a report that tracks each request and whether the required information was
20 included.

21 **DISTRIBUTION PLAN**

22 18. Class members will not have to file a claim to receive a payment. Instead, unless a
23 Class Member submits a valid request for exclusion, payment will be issued as follows:

- 24
- 25 • Class members entitled to receive payments of more than \$5 will receive payments by
26 check, unless they opt to receive their payment in one of the other available forms, or their
27 mailing address is not available;
 - 28 • Class members who are entitled to receive less than \$5 from the fund and who advertised
on LinkedIn on or after February 27, 2023, and for whom LinkedIn has active and complete
billing information and have accounts free from technical issues that would prevent
LinkedIn from issuing them an ad services credit (known as “Active Advertisers”), will

1 receive payment in the default form of a LinkedIn ad credit, automatically applied to their
2 LinkedIn ad accounts, unless they elect to instead receive payment by check (if the amount
is more than \$1) or by digital payment;

- 3
- 4 • Class members who are entitled to less than \$5 from the fund who are not Active
5 Advertisers will by default receive digital payments, although they can choose to receive
6 the payments by check (if more than \$1). For any class member receiving a digital payment,
the individual activating the payment method will be required to affirm that they are doing
so on behalf of the class member (i.e., the entity that placed advertisements on LinkedIn).

7 19. Class Members will be provided with a unique PIN on their Postcard Notice or
8 Email Notice that will allow them to use the Settlement Website to change their payment method
9 or provide updated contact information.

10 20. Any unclaimed funds will be provided to those Class members whose payments
11 did not expire, in the form of digital payments cards, through a second-round distribution. Those
12 second-round digital payments will expire if not activated within 90 days, and will then be
13 distributed through a third-round to those Class members who timely activated their second-round
14 distributions. Those redistributions will continue, with 30-day expiration periods, until the cost of
15 continued administration exceeds the amount to be distributed, at which point the remaining funds
16 will be donated to a *cy pres* recipient.

17 21. It is my opinion, based on my individual expertise and experience, and that of my
18 A.B. Data colleagues, that the proposed notice plan is designed to effectively reach the Class
19 members, and will deliver plain-language notices that will capture Class members' attention and
20 provide them with the information in an informative and easy-to-understand manner that is
21 necessary to effectively understand their rights and options. The proposed notice plan should
22 deliver a calculated reach of at least 70% and conforms to the standards employed by A.B. Data
23 in notification plans designed to reach potential class members of settlement groups or classes that
24 are national in scope and reach narrowly defined entities. In particular, the digital nature of the
25 notice plan and payment method are the best and most cost-effective way to reach Class Members
26 in a manner that will actually come to their attention.

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

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I declare under penalty of perjury that the foregoing is true and correct. Executed on this
25th day of July 2024 in Milwaukee, Wisconsin.

By: 
Eric Schachter

EXHIBIT A

**Class
Action
Administration**



Headquarters

600 A.B. Data Drive
Milwaukee, WI 53217
P: 866-217-4470
F: 414-961-3099

New York

One Battery Park Plaza
32nd Floor
New York, NY 10004
P: 646-290-9137

Washington DC

915 15th St., NW, Ste. 300
Washington, DC 20005
P: 202-618-2900
F: 202-462-2085

Florida

5080 PGA Boulevard, Ste. 209
Palm Beach Gardens, FL 33418
P: 561-336-1801
F: 561-252-7720


Israel

19 Weissburg Street
Tel Aviv 69358
Israel
P: +972 (3) 720-8782




CAPABILITIES

About A.B. Data


 Founded in 1981, **A.B. Data has earned a reputation** for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortalSM, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure

 **A.B. Data is an independently owned**, more than 40-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

Services

 **Every A.B. Data client is deserving of the best job we can put forward.** A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to

instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Thomas R. Glenn, President, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Eric Schachter, Senior Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. He has over 15 years of experience in the legal settlement administration services industry. Mr. Schachter's responsibilities include ensuring successful implementation of claims administration services for A.B. Data's clients in accordance with settlement agreements, court orders, and service agreements. He also works closely with Project Managers to develop plans of administration to provide the highest level of effective and efficient delivery of work product. A frequent speaker on claims administration innovation and best practices at industry events nationwide, Mr. Schachter has a bachelor's degree in sociology from Syracuse University, earned his law degree at Hofstra University School of Law, and was previously an associate at Labaton Sucharow LLP in New York City.

Elaine Pang, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Pang brings more than 15 years of experience in developing and implementing multifaceted digital and traditional media for high profile complex legal notice programs. She uses her experience in class actions and advertising to provide the best practicable notice plans for large scale campaigns across domestic and international regions, and she leverages her expertise to better understand the evolving media landscape and utilize cutting-edge technology and measurement tools. Prior to entering the class action industry, Ms. Pang worked with many leading reputable brands, including General Mills, Air Wick, Jet-Dry, Comedy Central, Madison Square Garden, Radio City Music Hall, and Geox. She earned her MBA from Strayer University and holds a BS in Marketing from Pennsylvania State University. Ms. Pang's credentials include Hootsuite Social Marketing Certification, Google Adwords and Analytics Certification, and IAB Digital Media Buying and Planning Certification.

Paul Sauberer, Vice President of Quality, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Justin Parks, Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. Mr. Parks brings extensive experience in client relations to A.B. Data's business development team. Mr. Parks has over 15 years of experience in the legal settlement administration services industry and has successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), including some of the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Steve Straub, Senior Director of Operations, started with A.B. Data in 2012 as a Claims Administrator. He moved through the ranks within the company where he spent the past five years as Senior Project Manager managing many of the complex commodities cases such as *In re LIBOR-Based Financial Instruments Antitrust Litigation*, *In re London Silver Fixing, Ltd. Antitrust Litigation*, and *Laydon v. Mizuho Bank, Ltd., et al.* Mr. Straub's performance in these roles over the past ten years, along with his comprehensive knowledge of company and industry practices and first-person experience leading the project management team, has proven him an invaluable member of the A.B. Data team.

In his role as Claimant Operations Director, his responsibilities include developing efficiencies within the operations center, which includes mailroom, call center, and claims processing areas. His areas of expertise include business process development, strategic/tactical operations planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. Mr. Straub is well-versed in the administration of securities, consumer, and antitrust class action settlements. He earned his Juris Doctor degree from Seton Hall University School of Law in Newark, New Jersey.

Jack Ewashko, Director of Client Services, brings twenty years of industry and brokerage experience to his role with A.B. Data. He is an accomplished client manager adept at facilitating proactive communications between internal and outside parties to ensure accurate and timely deliverables. Mr. Ewashko previously held positions at two claim administration firms where he oversaw the securities administration teams and actively managed numerous high-profile matters, including the \$2.3 billion foreign exchange litigation. He notably served as Vice President, FX and Futures Operations at Millennium Management, a prominent global alternative investment management firm. As he progressed through trading, analytic, management, and consultancy roles at major banks and brokerage firms, Mr. Ewashko gained hands-on experience with vanilla and exotic securities products, including FX, commodities, mutual funds, derivatives, OTC, futures, options, credit, debt, and equities products. In the financial sector, he also worked closely with compliance and legal teams to ensure accuracy and conformity with all relevant rules and regulations regarding the marketing and sale of products, as well as the execution and processing of trades. He has held Series 4, Series 6, Series 7, and Series 63 licenses, and has been a member of the Futures Industry Association (FIA) and Financial Industry Regulatory Authority (FINRA). Mr. Ewashko earned his Bachelor of Business Administration from Long Island University, Brooklyn, New York.

Brian Devery, Director of Client Services, brings more than a decade of experience in class action administration and project management, as well as over two decades of experience as an attorney (ret.). Mr. Devery currently focuses on consumer, antitrust, employment, and other non-securities based administrations. In addition to driving project administration, he is focused on the implementation of process improvement, streamlining, and automation. Mr. Devery is admitted to practice law in State and Federal Courts of New York with his Juris Doctorate earned from the Maurice A. Deane School of Law at Hofstra University, Hempstead, New York.

Adam Walter, PMP, Director of Client Services, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Eric Nordskog, Director of Client Services, started with A.B. Data in 2012 on the operations team, managing dozens of team leads and claims administrators in the administration of legal cases and actions. In 2017, Mr. Nordskog was promoted to Project Manager, due in part to his proven ability to add consistency and efficiency to the e-claim filing process with new streamlined processes and audit practices. Today, as Senior Project Manager, he directs many of A.B. Data's securities, insurance, and

consumer cases. He regularly oversees the administration of large insurance cases, such as two recent Cigna Insurance matters that involved complex calculations and over one million class members each. He is also the primary hiring and training manager for new project managers and coordinators. Mr. Nordskog earned his Juris Doctor degree from Marquette University Law School, Milwaukee, in 2001.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment



A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol – every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security



A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection



A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements



A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *In re Broiler Chicken Antitrust Litigation - Commercial (Indirect)*
- *In re Broiler Chicken Antitrust Litigation - Indirect*
- *In re Broiler Chicken Antitrust Litigation - Direct*
- *In re Pork Antitrust Litigation - Directs*
- *In re Pork Antitrust Litigation - Indirects*

- *Peter Staley, et al. v. Gilead Sciences, Inc., et al.*
- *In re: Opana ER Antitrust Litigation*
- *In re Ranbaxy Generic Drug Application Antitrust Litigation*
- *In re Valeant Pharmaceuticals Int'l, Inc. Third-Party Payor Litigation*
- *Staley, et al., v. Gilead Sciences*
- *In Re: Generic Pharmaceuticals Pricing Antitrust Litigation – Direct Purchasers*
- *Beef Direct Purchaser Antitrust Litigation*
- *BCBSM, Inc. v. Vyera Pharmaceuticals, et al. (Daraprim)*
- *In re Automobile Antitrust Cases I and II*
- *Olean Wholesale Grocery Cooperative, Inc., et al. v. Agri Stats, Inc., et al. (Turkey)*
- *Integrated Orthopedics, Inc., et al. v. UnitedHealth Group, et al.*
- *In Re: Restasis (Cyclosporine Ophthalmic Emulsion) Antitrust Litigation*
- *Vista Healthplan, Inc., et al. v. Cephalon, Inc., et al. (Provigil)*
- *Jeffrey Koenig, et al. v. Vizio, Inc.*
- *Wit, et al. v. United Behavioral Health*
- *Weiss, et al. v. SunPower Corporation*
- *Smith, et al. v. FirstEnergy Corp., et al.*
- *Resendez, et al. v. Precision Castparts Corp. and PCC Structural, Inc.*
- *Julian, et al. v. TTE Technology, Inc., dba TCL North America*
- *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*
- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. ("Lovenox Antitrust Matter")*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*
- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*

- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Plymouth County Retirement Association v. Spectrum Brands Holdings, Inc., et al.*
- *Tung, et al. v. Dycom Industries, Inc., et al.*
- *Boutchard., et al. v. Gandhi, et al. ("Tower/e-Minis")*
- *MAZ Partners LP v. First Choice Healthcare Solutions, Inc.*
- *SEB Investment Management AB, et al. v. Symantec Corporation, et al.*
- *In re Impinj, Inc. Securities Litigation*
- *In re Netshoes Securities Litigation*
- *Yellowdog Partners, LP, et al. v. Curo Group Holdings Corp., et al.*
- *In re Brightview Holdings, Inc. Securities Litigation*
- *In re Obalon Therapeutics, Inc. Securities Litigation*
- *In re Willis Towers Watson PLC Proxy Litigation*
- *In re Blue Apron Holdings, Inc. Securities Litigation*
- *In re: Qudian Inc. Securities Litigation*
- *Plymouth County Contributory Retirement System v. Adamas Pharmaceuticals, et al.*
- *In re Perrigo Company PLC Securities Litigation*
- *Enriquez, et al. v. Nabriva Therapeutics PLC, et al.*
- *Teamsters Local 456 Pension Fund, et al. v. Universal Health Services, Inc., et al.*
- *Olenik, et al. v. Earthstone Energy, Inc.*

- *Shenk v. Mallinckrodt plc, et al.*
- *In re The Allstate Corp. Securities Litigation*
- *Christopher Vataj v. William D. Johnson, et al. (PG&E Securities II)*
- *Kirkland v. WideOpenWest, Inc.*
- *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc.*
- *In re Uxin Limited Securities Litigation*
- *City of Hallandale Beach Police Officers' & Firefighters' Personnel Retirement Trust v. Ergen, et al. (Echostar)*
- *Lewis v. YRC Worldwide Inc., et al.*
- *Tomaszewski v. Trevena, Inc., et al.*
- *In re Restoration Robotics, Inc. Securities Litigation*
- *Public Employees' Retirement Systems of Mississippi, et al. v. Treehouse Foods, Inc., et al.*
- *Ronald L. Jackson v. Microchip Technology, Inc., et al.*
- *In re Micro Focus International plc Securities Litigation*
- *In re Dynagas LNG Partners LP Securities Litigation*
- *Weiss, et al. v. Burke, et al. (Nutraceutical)*
- *Yaron v. Intersect ENT, Inc., et al.*
- *Utah Retirement Systems v. Healthcare Services Group, Inc., et al.*
- *In re PPDAl Group Inc. Securities Litigation*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *In re Aqua Metals, Inc. Securities Litigation*
- *St. Lucie County Fire District Firefighters' Pension Trust Fund v. Southwestern Energy Company*
- *In re CPI Card Group Inc. Securities Litigation*
- *Arkansas Teacher Retirement System, et al. v. Alon USA Energy, Inc., et al.*
- *In re TAL Education Group Securities Litigation*
- *GCI Liberty Stockholder Litigation*
- *In re SciPlay Corporation Securities Litigation*
- *In re Allergan Generic Drug Pricing Securities Litigation*
- *In re Vivint Solar, Inc. Securities Litigation*
- *In re YayYo Securities Litigation*
- *In re JPMorgan Treasury Futures Spoofing Litigation*
- *Searles, et al. v. Crestview Partners, LP, et al. (Capital Bank)*
- *In re Lyft, Inc. Securities Litigation*
- *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*
- *In re JPMorgan Precious Metals Spoofing Litigation*
- *In re Pivotal Software, Inc. Securities Litigation*
- *Longo, et al. v. OSI Systems, Inc., et al.*
- *In re Homefed Corporation Stockholder Litigation*
- *Pierrelouis v. Gogo Inc., et al.*
- *Pope v. Navient Corporation, et al.*
- *In re Merit Medical Systems, Inc. Securities Litigation*
- *In re Frontier Communications Corporation Stockholder Litigation*
- *Holwill v. AbbVie Inc.*
- *Budicak, Inc., et al. v. Lansing Trade Group, LLC, et al. (SRW Wheat Futures)*
- *Yannes, et al. v. SCWorx Corporation*
- *In re Fannie Mae/Freddie Mac Senior Preferred Stock Purchase Agreement Class Action Litigations*
- *In re Myriad Genetics, Inc. Securities Litigation*
- *In re Chicago Bridge & Iron Co. N.V. Securities Litigation*
- *The Arbitrage Fund, et al. v. William Petty, et al. (Exactech)*
- *In re Columbia Pipeline Group, Inc. Merger Litigation*

- *Martinek v. AmTrust Financial Services, Inc.*
- *City of Pittsburgh Comprehensive Municipal Pension Trust Fund, et al. v. Benefitfocus, Inc., et al.*
- *In re: Evoqua Water Technologies Corp. Securities Litigation*
- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*
- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*

- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*
- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Verizon OFCCP Settlement*
- *Alvarez, et al. v. GEO Secure Services, LLC*
- *Sartena v. Meltwater FLSA*
- *Carmen Alvarez, et al. v. Chipotle Mexican Grill, Inc., et al.*
- *Turner, et al. v. Chipotle Mexican Grill, Inc.*
- *Long, et al. v. Southeastern Pennsylvania Transportation Authority*
- *Matheson, et al. v. TD Bank, N.A.*
- *Ludwig, et al. v. General Dynamics Information Technology, Inc., et al.*
- *Bedel, et al. v. Liberty Mutual Group Inc.*
- *Irene Parry, et al. v. Farmers Insurance Exchange, et al.*
- *Maldonado v. The GEO Group, Inc.*
- *Alderman and Maxey v. ADT, LLC*
- *Albaceet v. Dick's Sporting Goods*
- *Rodriguez v. The Procter & Gamble Company*
- *Adekunle, et al. v. Big Bang Enterprises, Inc. d/b/a The Revenue Optimization Companies*
- *Gorski, et al. v. Wireless Vision, LLC*
- *Lopez, et al. v. New York Community Bank, et al.*
- *Hamilton, et al. v. The Vail Corporation, et al.*
- *Eisenman v. The Ayco Company L.P.*
- *Matheson v. TD Bank, N.A.*

- *Simon v. R.W. Express LLC, d/b/a Go Airlink NYC*
- *Perez v. Mexican Hospitality Operator LLC, d/b/a Cosme*
- *Shanahan v. KeyBank, N.A.*
- *Loftin v. SunTrust Bank*
- *Alvarez v. GEO Secure Services, LLC*
- *Weisgarber v. North American Dental Group, LLC*
- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. ("Dovetail Settlement")*
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons ("USP Victorville")*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *Hunter v. J.S.T. Corp. BIPA Settlement*
- *Atkinson, et al. v. Minted, Inc.*
- *Rosenbach, et al. v. Six Flags Entertainment Corporation and Great America LLC*
- *Pratz, et al. v. MOD Super Fast Pizza, LLC*
- *The State of Indiana v. Equifax Data Breach Settlement*
- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc. ("Briggs Biometric Settlement")*
- *Trost v. Pretium Packaging L.L.C.*

- *In re: Barr, et al. v. Drizly, LLC f/k/a Drizly, Inc., et al.*

Telephone Consumer Protection Act (TCPA) Cases

- *Perrong, et al. v. Orbit Energy & Power, LLC*
- *Baldwin, et al. v. Miracle-Ear, Inc.*
- *Floyd and Fabricant, et al. v. First Data Merchant Services LLC, et al.*
- *Hoffman, et al. v. Hearing Help Express, Inc., et al.*
- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America, et al.*
- *Ellman v. Security Networks*

For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at www.abdataclassaction.com.

EXHIBIT B



Settlement Administration Data Protection Checklist

Category	Control / Question	Response
Limitation on Use of Data	Affirmation that data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose	All data provided directly to A.B. Data will be used solely for the purpose of effecting the terms of the Settlement. A.B. Data will not use such information or information to be provided by Settlement Class Members for any other purpose than the administration of the Settlement in this Action; specifically the information provided will not be used, disseminated, or disclosed by or to any other person/entity for any other purpose.
Technical Controls	Firewalls and intrusion detection/prevention systems	A.B. Data uses modern next generation firewall systems which include intrusion detection, prevention, and alerting functions. A.B. Data's Information Security Policy requires firewalls be configured for intrusion detection and alerting of incidents to the A.B. Data IT department staff.
Technical Controls	Endpoint detection and response (EDR) systems	A.B. Data uses host based endpoint protection systems which are managed by the A.B. Data IT Department. These protection systems are configured to provide alerting to the IT team for security events who are in turn responsible for responding as required based on incident severity.
Technical Controls	Complex password requirements	A.B. Data requires complex passwords as part of its Information Security Policy. User accounts are required to have a minimum of 12 character passwords with alpha, numeric, and symbols along with upper and lower cases.
Technical Controls	Multi-factor authentication for access to systems and data	A.B. Data Class Action Administration Systems require Multi-Factor Authentication for access to all claims systems and data.
Technical Controls	Malware protection, anti-virus and vulnerability scanning and penetration tests	A.B. Data uses industry leading endpoint protection systems which include Malware, Anti-Virus and host based intrusion protection technologies. A.B. Data utilizes regular vulnerability testing scans on a monthly basis to detect vulnerabilities in its systems on both internal and external networks. These vulnerability scans are performed by a third party and reported back to the A.B. Data IT department for review and remediation as necessary.
Technical Controls	Data encryption (including, "encrypted at rest and in transit," "scrambled in storage," and "cell- or column-level encryption for PII" protocols)	A.B. Data's data encryption standards follow its Information Security Policy requirements such that all data is encrypted at rest on all servers, and, while in transit, must meet encryption standards of AES256 bit or greater.
Technical Controls	"Key management" for access to encrypted databases (e.g., using a hardware security module (HSM) or a key management service (KMS))	A.B. Data utilizes a KMS (Key Management System) for encrypted databases.

Category	Control / Question	Response
Technical Controls	Access only provided on need-to-know basis	A. B. Data Group uses the "Least Privilege" security model, whereby all user accounts are granted no security permissions by default and only given the least level of security permissions necessary to properly complete user assigned work duties as defined by the specific department management.
Administrative Policies	Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	All employees must pass a pre-employment background check, including a lawful ten-year criminal record review, employment verification, education verification (if required by position), and credit history. In addition, substance testing is a hiring requirement.
Administrative Policies	Personnel and support staff required to enter into non-disclosure and confidentiality agreements	All employees must sign a Confidentiality Agreement ensuring they will recognize their responsibilities in upholding confidential information accessed using data and resources through A.B. Data's networks, databases, and all technology systems. All employees must also sign a Non-Compete, Trade Secret, Proprietary and Confidential Information Non-Disclosure Agreement. This agreement requires the employee to understand, acknowledge, and agree to all the covenants and conditions not to compete and not to disclose proprietary information without consequences for any violation.
Administrative Policies	Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	A.B. Data access, modifications and removal is authorized by human resources and managed by its IT department. Access permissions are reviewed and approved by management.
Administrative Policies	Information security and privacy policy trainings, including policy review, best practices, and data security	A.B. Data requires annual Security Awareness Trainings of all employees and upon hire. These trainings cover existing and new security policy changes to the organization. The Information Security Policy is reviewed annually by A.B. Data's Security and Compliance team ensuring it is meeting industry best practices and procedures for the industry. Additional security trainings are required for roles that require elevated levels of data access.
Administrative Policies	No remote access to systems for employees	A.B. Data allows certain employees remote access privileges to its systems as required for performance of their job duties. All remote access utilizes two-factor authentication.
Administrative Policies	Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	A.B. Data's termination procedures require all user account access be removed immediately upon termination. A.B. Data's IT Department is required upon receipt of termination notification to disable account and system access (physical and logical) within one (1) hour, 24 hours per day, 7 days per week.
Administrative Policies	Robust audits of data privacy policies by third-party vendors	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.
Administrative Policies	Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	A.B. Data currently holds SOC1 SSAE18 annual audit by third part auditors who review its policies annually. Additionally, A.B. Data is currently in the process of obtaining a SOC2 audit report in 2023.

Category	Control / Question	Response
Administrative Policies	Disclosure of external certifications and any notice of expiration	A.B. Data may only disclose certifications and expirations upon written request.
Crisis and Risk Management	Incident response / "disaster plan" for immediate response to security incidents such as data breach	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, and law enforcement if required.
Crisis and Risk Management	Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	A.B. Data has a formal written Incident Response Policy which addresses immediate security incidents. This plan addresses all levels of response and coordination which include management, security response teams, external partners, and law enforcement if required.
Crisis and Risk Management	Vendor management program that determines and defines requirements to manage risk associated with outsourcing	A.B. Data has a formal vendor management and risk management policy which defines requirements for vendors of A.B. Data. This policy is available for review upon request.
Physical Access Controls	Physical Access Security - Security Guards	A.B. Data contracts physical security monitoring to an accredited alarm monitoring company. As part of this contract, A.B. Data has access to security guards on patrol who will respond to issues at our facilities.
Physical Access Controls	Physical Access Security - Access cards to facilities with assignment of identification card subject to approval and review	A.B. Data utilizes access control cards (ACS) and identification cards to control physical access to its facilities. Cards are only issued through a management approval process.
Physical Access Controls	Physical Access Security - Logs of access	A.B. Data retains logs of all access to/from our facilities.
Physical Access Controls	Alarm Systems	AB Data utilizes multiple alarm systems which offer intrusion, fire, and duress alarms. These systems are monitored by certified third party monitoring companies and respond to alarms on a 24 hour basis, 7 days a week, 365 days per year.
Physical Access Controls	CCTV recording systems	AB Data manages CCTV and recording systems in house through its IT department management. Video recordings are maintained for 90 days for review retention. All building external entrances and exits are covered by CCTV recordings. In our datacenter, additional coverage is monitoring all exits and entrances along with coverage views of critical equipment and systems. All systems are maintained under a battery and generator power backup to ensure continuous coverage.
Data Collection and Retention	Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Data collection only required to extent necessary for settlement administration	A.B. Data only requests information that is needed for purposes of settlement administration and approved by the Court. Typically complete social security numbers and banking information are not required.
Data Collection and Retention	Various methods for ensuring data protection and security - Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction)	A.B. Data's Information Security Policy addresses all data classification and protection policies and procedures. Additionally A.B. Data's staff sign confidentiality and privacy agreements to ensure data is handled appropriately. These policies are available for review upon request.

Category	Control / Question	Response
Data Collection and Retention	Various methods for ensuring data protection and security - Compliance with applicable laws and regulations (see below)	A.B. Data's Information Security Policy addresses all data compliance and regulatory protections. These policies are available for review upon request.
Data Collection and Retention	Various methods for ensuring data protection and security - Secure Data Transfer	A.B. Data requires all data transfers to follow industry standard security requirements. A.B. Data's Information Security Policy details these requirements, which include use of encryption during data transfers along with additional security measures.
Data Destruction	Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court Order and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Secure data destruction (e.g., 6 months – 1 year or when no longer required)	A.B. Data retains settlement administration data based on the requirements set forth in relevant Court orders and/or client agreements. If no guidance is provided, A.B. Data destroys all data when no longer needed for purposes of settlement administration.
Data Destruction	Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Data Destruction	Destruction of all derivative copies and/or back-ups	A.B. Data's Information Security Policy details physical media destruction requirements which meet industry standards. Electronic media that is being retired from service must be erased using the NIST Data Destruction Standard 800-88 Media Sanitation Procedures. If media is no longer functional, the media must be physically destroyed via shredding, degaussing, hammer, or other physical method to make the media fully unusable and severely difficult for physical reconstruction.
Applicable Laws, Standards, and Other Regulation	Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Applicable Laws, Standards, and Other Regulation	Local, national, international privacy regulations (including CCPA)	A.B. Data follows all applicable local, national, and international privacy regulations. A.B. Data's security team facilitates and monitors compliance with privacy policies.
Ethical Rules	Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	All employees are subject to the terms of A.B. Data's Employee Handbook which outlines all employee administrative policies, obligations, and requirements.
Ethical Rules	Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Consequences of employee breaches of administrative policies is subject to management discretion.
Customer Service Measures	Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	All settlement websites contain a link to A.B. Data's privacy policy and, for dynamic websites where A.B. Data collects data, A.B. Data utilize an SSL certificate that authenticates a website's identity and enables an encrypted connection.

Category	Control / Question	Response
Customer Service Measures	Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid email sent from the administrator)	Emails sent to class members are written in concise language, contain prominent links to the settlement website, and include an explanation of how the email is related to a court-approved settlement. A.B. Data never requests that confidential information be sent over email. A.B. Data also implements certain best practices when disseminating email to minimize confusion and maximize deliverability. For example, the subject line, the sender, and the body of the message will be designed to overcome SPAM filters and encourage readership. Emails are sent in an embedded html text format without graphics, tables, images, attachments, and other elements that would increase the likelihood that the message could be blocked by an e-mail service provider or labeled as SPAM. Emails are also transmitted with a digital signature to the header and content, which allows e-mail service providers to programmatically authenticate that the emails are from A.B. Data's authorized mail servers.

EXHIBIT C

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 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 \$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.

- 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

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- 3. Why is this a class action?
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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.██████████.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].

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.

CLASS COUNSEL	
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<p>Nick Larry KELLER POSTMAN LLC 150 N. Riverside Plaza, Suite 4100 Chicago, IL 60606 nl@kellerpostman.com (312) 948-8472</p>	<p>Dave Neiman ROMANUCCI & BLANDIN, LLC 321 N. Clark St., Suite 900 Chicago, IL 60654 dneiman@rblaw.net (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.████████.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.**

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DECLARATION OF JOSHUA E. FRUCHTER

Pursuant to 28 U.S.C. § 1746, I, Joshua Fruchter, hereby declare and state as follows:

1. I am an attorney admitted to practice in the State of New York, and before this Court *pro hac vice*. I am a partner at Wohl & Fruchter LLP (“Wohl Fruchter”), which was retained to represent former plaintiff Synergy RX PBM LLC in this matter. I am over the age of 18 and am fully competent to make this declaration. This declaration is based upon my personal knowledge, except where expressly noted otherwise. If called to testify regarding the matters asserted herein, I could and would do so.

2. Since being founded in 2011, Wohl Fruchter has successfully litigated complex class actions in federal and state courts across the country, recovering over \$350 million for its clients together with its co-counsel. A true and correct copy of Wohl Fruchter’s firm resume is attached hereto as Exhibit A.

3. Wohl & Fruchter has committed extensive resources to this case. To date, the firm has devoted 297.85 hours to the litigation, resulting in a lodestar of \$327,635.00. The firm has also advanced unreimbursed expenses of \$166.60.

4. Based on my experience litigating complex class actions, and based on my familiarity with the strengths and weaknesses of Plaintiffs’ case, I believe the settlement to be fair, reasonable, adequate, and worthy of approval. Among other things, the settlement offers strong relief, especially compared to similar class actions that have resulted in non-recoveries.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Monsey, New York on: 7/24/2024

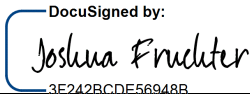
By: 
Joshua E. Fruchter

EXHIBIT A

WOHL & FRUCHTER LLP

RECENT REPRESENTATIVE MATTERS

- Appointed co-lead counsel in a securities fraud class action asserting insider trading claims in the Southern District of New York, *David E. Kaplan, et al. v. S.A.C. Capital Advisors, L.P., et al.*, Case No. 12-cv-9350-VM; case settled for **\$135 million**.
- Served as co-lead counsel in a derivative action on behalf of the public shareholders of New Senior Investment Group challenging a self-dealing transaction, *Cumming v. Edens et al.*, C.A. No. 13007-VCS, in the Delaware Court of Chancery; case settled for **\$53 million** (the largest recovery in Delaware history as a percentage of market cap), and corporate governance reforms.
- Appointed co-lead counsel in a class action on behalf of policyholders of Harleysville Mutual Insurance Company in the Philadelphia Court of Common Pleas, *In re Harleysville Mutual*, Case No. 02137, Nov. Term, 2011; case settled for **\$26 million**.
- Appointed co-lead counsel for a class of present and former employees of Zynga Inc. challenging the discriminatory waiver of lockup agreements class members entered into in connection with Zynga's December 15, 2011 initial public offering in the Delaware Court of Chancery, *Wendy Lee, et al. v. Mark Pincus, et al.* C.A. No. 8458-CB; case settled for **\$10 million**.
- Appointed co-lead counsel in a class action on behalf of minority public shareholders of NTS Realty Holdings, L.P., Case No. 13-CI-00452, in the Jefferson County Circuit Court of the Commonwealth of Kentucky; case settled for a cash payment of \$9.25 per unit, which

RECENT REPRESENTATIVE MATTERS

represented a 23% increase over the \$7.50 per unit consideration approved by the Special Committee of the NTS board of directors under the merger agreement announced in December 2012. Total value of increase was **\$7.4 million**.

- Appointed co-lead counsel in a securities fraud class action in the Southern District of New York, *In re Gerova Fin. Group Ltd. Sec. Litig.*, Case No. 11-md-2275; case settled for **\$1.37 million**.
- Appointed class counsel in a securities fraud class action in the District of Delaware, *In re China Natural Gas, Inc.*, C.A. No. 15-00299-RGA; case settled for **\$1.15 million**.
- Appointed co-lead counsel in securities fraud class action in the Southern District of Florida, *Vargas v. Citrix Systems, Inc. et al.*, Case No. 22-cv-62367-RAR; settlement of **\$17.5 million** preliminarily approved.
- Appointed co-lead counsel for class in securities class action *Zappia v. Myovant Sciences, Ltd.*, Case No. 23-cv-8097-JSR, in the Southern District of New York; appeal pending before Second Circuit.
- Serving as proposed co-lead counsel for class in *In re Cedar Realty Trust, Inc. Preferred Shareholder Litigation*, Case No. 22-cv-1103-GLR, in the District of Maryland; appeal pending before Fourth Circuit.

We have also served, or are presently serving, as additional plaintiff's counsel in the following cases:

- *Gregg Kiken v. Lumber Liquidators Holdings, Inc., et al.*, Case No. 13-cv-00157, in the Eastern District of Virginia;

R E C E N T R E P R E S E N T A T I V E M A T T E R S

case settled for \$26 million, plus 1 million shares, for a total consideration of approximately **\$44 million**.

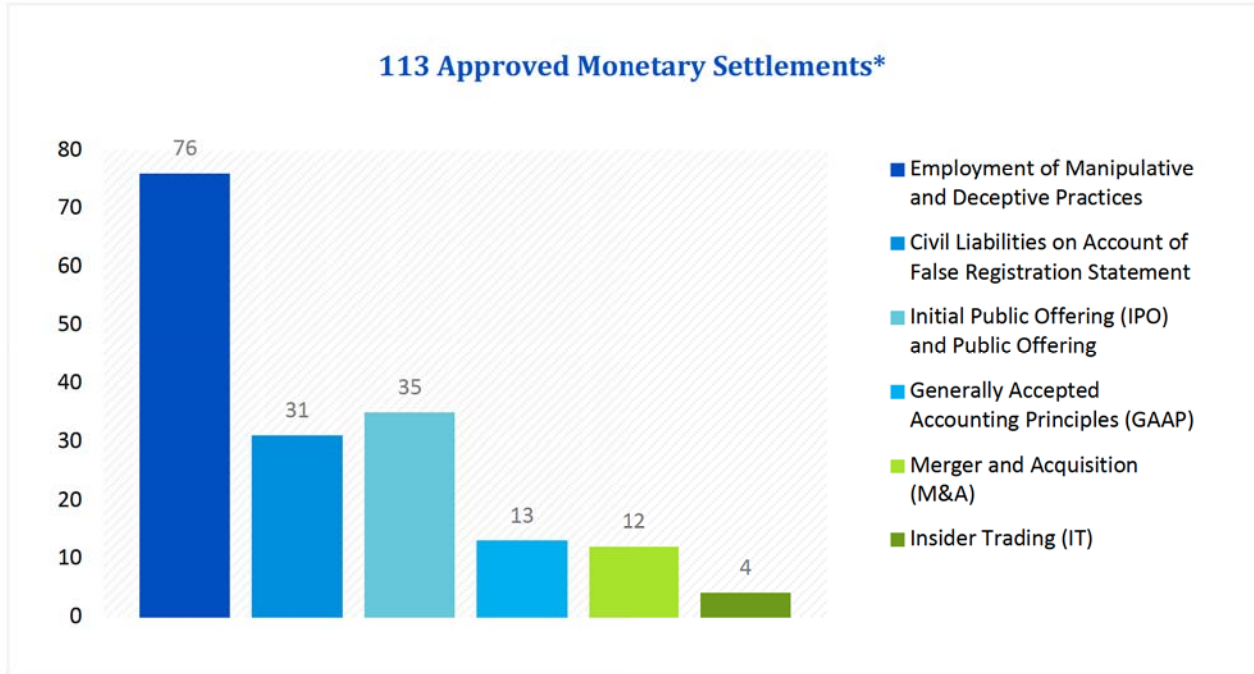
- *Keith Thomas, et al. v. MagnaChip Semiconductor Corp., et al.*, Case No. 14-cv-1160, in the Northern District of California; two settlements totaling **\$29.7 million**.
- *Ivan Nibur, et al. v. Sandridge Mississippian Trust I et al.*, Case No. 15-cv-0634-G, in the Western District of Oklahoma; settlement against certain defendants for **\$13.9 million** approved.
- *In re Parametric Sound Corporation Shareholders' Litigation*, Lead Case No. A-13-686890-B, in the Eighth Judicial District Court, Clark County, Nevada; case settled for **\$9.65 million**.
- *Scott Bruce v. Suntech Power Holdings Co. Ltd, et al.*, Case No. 12-cv-04061, in the Northern District of California; case settled for **\$5 million**.
- *Charles J. Fitzpatrick v. Uni-Pixel, Inc. et al.*, Case No. 13-cv-01649, in the Southern District of Texas; case settled for **\$4.5 million**.
- *In re Atossa Genetics, Inc. Securities Litigation*, Case No. 13-cv-01836, in the Western District of Washington; case settled for **\$3.5 million**.
- *In re LinkedIn Advertising Metrics Litigation*, Case No. 20-cv-08324-SVK, in the Northern District of California; settlement pending preliminary approval.

R E C E N T R E P R E S E N T A T I V E M A T T E R S

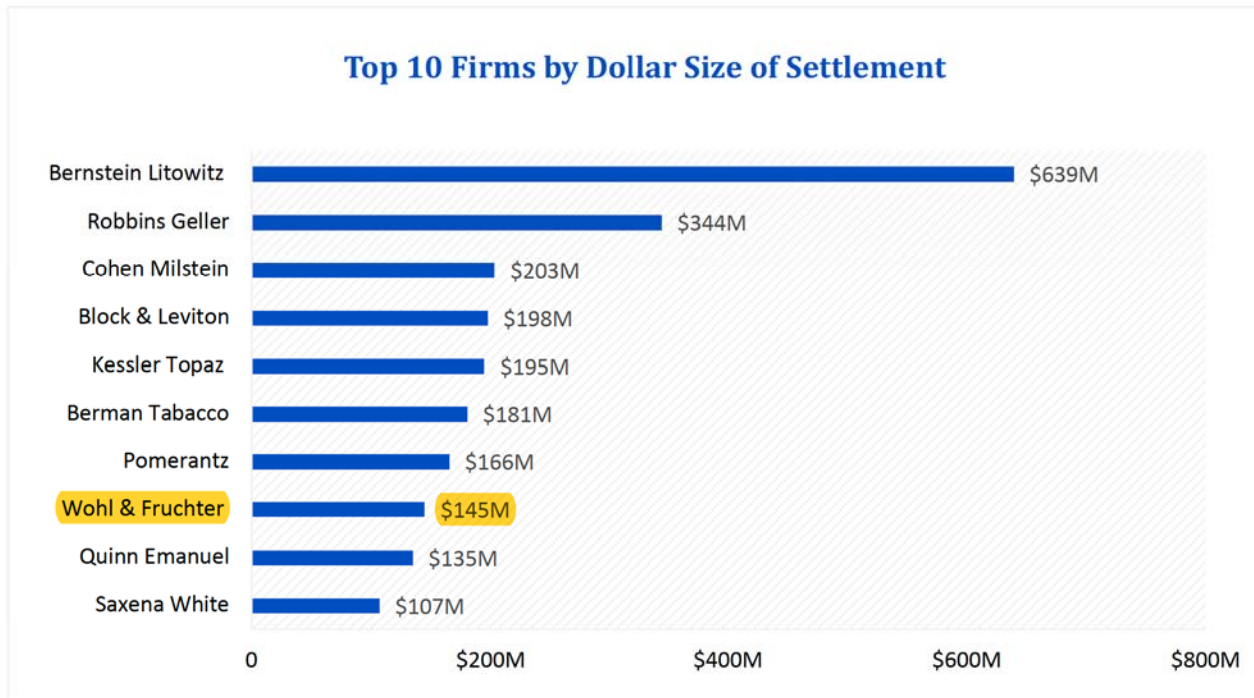
- *Callen v. Resonant, Inc. et al.*, Case No. 22-cv-03403-FLA-AS, in the Central District of California; at motion to dismiss stage.
- *In re Rite Aid Securities Litigation*, Case No. 22-cv-04201-KBH, in the Eastern District of Pennsylvania; at motion to dismiss stage.
- *In re: DLocal Securities Litigation*, Index No. 151778/2023, in the Supreme Court of the State of New York; at motion to dismiss stage.
- *Sunil Soni et al. v. SAP SE, et al.*, C.A No. 2023-1050, in the Delaware Court of Chancery; at motion to dismiss stage.
- *Amethyst Arbitrage International Master Fund et al. v. Mikkel Svane et al.*, C.A. No. 2023-1139, in the Delaware Court of Chancery; at motion to dismiss stage.



The Top 50 of 2017
Securities Class Action Services



*The totals exceed 113 as settlements can have multiple allegations.



WOHL & FRUCHTER LLP**PEOPLE****JOSHUA E.
FRUCHTER**

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EDUCATIONJ.D., *cum laude*, New York
University School of Law, 1993B.A., *summa cum laude*,
Yeshiva University, 1990**ADMISSIONS**

State of New York

U.S. Court of Appeals, 2d Cir.

U.S. Court of Appeals, 4th Cir.

U.S. District Court, S.D.N.Y.

Josh has been practicing commercial litigation for nearly 30 years. He presently focuses on representing investors on the plaintiff's side in securities fraud, derivative and M&A litigation, and consumers and small businesses in class actions.

Josh graduated *cum laude* from New York University School of Law, and received his B.A. in English Literature, *summa cum laude*, from Yeshiva University. He is also an ordained rabbi.

Josh began his legal career with Kaye Scholer LLP (now Arnold & Porter Kaye Scholer LLP) in New York, where he was a member of the bankruptcy department and handled a broad array of matters in federal bankruptcy and New York state courts, including fraudulent transfer and preference actions, confirmation of Chapter 11 plans of reorganization, "clawback" litigation in connection with Ponzi schemes, administration of mass tort claims, and representation of indentured trustees in state court litigation alleging breach of fiduciary duties.

Josh has concentrated his practice in the fields of investor class action litigation, and has represented and advised individual investors on claims involving a wide range of matters, including securities fraud, mergers and acquisitions, and breaches of fiduciary duty.

Josh has authored articles analyzing sections of the Bankruptcy Code: *Bankruptcy Code Section 502(d): Back Door to Avoidance*, 28 UCC L.J. 73 (1995) (with Arthur Steinberg), and *To Bind or Not to Bind – Bankruptcy Code § 365(d)(3): Statutory Minefield*, 68 Am. Bankr. L.J. 437 (1994) (cited in *In re Montgomery Ward Holding Corp.*, 268 F.3d 205 (3d Cir. 2001), and other cases).

He has also published a 2-volume work on the Talmud consisting of essays exploring the ethical and moral principles underlying Jewish law.

WOHL & FRUCHTER LLP**PEOPLE****ETHAN D. WOHL**

direct 212 758 4097

fax 212 758 4004

ewohl@wohlfruchter.com

EDUCATIONJ.D., *magna cum laude*, New
York University School of
Law, 1993B.A., with honors, University of
Chicago, 1989**ADMISSIONS**States of Florida, New Jersey
and New YorkU.S. Courts of Appeal, 2d Cir.
and 4th Cir.U.S. District Courts, D.N.J.,
E.D.N.Y., S.D. Fla. and
S.D.N.Y.

Ethan has been practicing commercial litigation for nearly 30 years. He focuses on representing investors and consumers in cases involving securities fraud, breaches of fiduciary duty, complex commercial disputes, and consumer class actions.

Ethan graduated *magna cum laude* from New York University School of Law, where he was a member of the Order of the Coif, and received his B.A. in political science, with honors, from the University of Chicago.

Ethan began his legal career as law clerk to the Honorable Denis R. Hurley, United States District Judge in the Eastern District of New York, and was then associated with Wachtell, Lipton, Rosen & Katz, where he handled both transactional and litigation matters. He later joined Labaton Sucharow LLP, where he focused on the representation of plaintiffs in shareholder litigation.

Ethan has concentrated his practice in the fields of investor class action litigation, and has represented and advised institutional clients and individuals on claims involving a wide range of matters, including securities fraud, stock options backdating, market manipulation, mergers and acquisitions, and self-dealing transactions by corporate executives. In the past, he has led trial teams in the Delaware Court of Chancery and New York Supreme Court in commercial and shareholder disputes.

Ethan has authored articles on a range of topics relevant to investor and class action litigation. Recent publications include: *Death of the Worldwide Class?* in BNA's Securities Regulation & Law Report; *The Bulwark of Private Enforcement*, in Pensions Age magazine; *Executive Compensation – Despite Reforms, Pay Is Less Transparent and Shareholder-Friendly Than in the Past*, in the New York Law Journal; *When Does a Company Intend to Lie?*, in Andrews Securities Litigation & Regulation Reporter, and *Confidential Informants in Private Litigation: Balancing Interests in Anonymity and Disclosure*, in the Fordham Journal of Corporate & Financial Law (12 Fordham J. Corp. & Fin. Law 551 (2007)).

WOHL & FRUCHTER LLP

PRACTICE AREAS

COMPLEX COMMERCIAL LITIGATION

We actively prosecute complex multi-jurisdiction litigation involving many parties, large volumes of documents and witnesses, extensive motion practice on dispositive issues, expedited proceedings for preliminary injunction or early trial, and outcome-determinative technical or scientific expert analysis.

Complex litigation presents special challenges for plaintiffs, who bear the risks associated with delay and case management problems. We emphasize early factual and legal analysis, including overall case strategy, choice of legal claims, selection of defendants, and choice of jurisdiction and venue. We also give priority to litigation management and the efficient collection, integration and presentation of facts and legal issues through effective project management and use of information and presentation technology.

MERGER & ACQUISITION LITIGATION

We litigate claims based on inadequate price, process defects, and other breaches of fiduciary duty arising from merger and acquisition transactions. We intensively prosecute preliminary injunction motions where fiduciary breaches cannot be adequately compensated by damages, and actively pursue post-closing damages claims, through trial where necessary.

We concentrate our M&A practice on cases where members of management face conflicts of interest that prevent them from acting in the best interests of shareholders. Conflicts of interest arise in a variety of circumstances, including the following:

Minority Squeeze-Outs. When a controlling shareholder seeks to acquire the shares held by the public, the controlling shareholder's broad control over the company and its board of directors is recognized to present the inherent risk that shareholders will accept inadequate terms, based on the fear that the controlling shareholder might force a sale on worse terms or chose to operate the company to serve its own interests. Similar issues are presented by transactions in which controlling shareholders structure sales to provide themselves with benefits different from those received by the minority.

Management and Private Equity-Led Buy-Outs. Management's interests often also conflict with public shareholders' interests when they or an affiliated private equity firm conduct a buy-out. In such circumstances, the financial benefits obtained through accelerated payment of equity grants, other change-in-control payments, and the prospect of employment by the acquirer on better terms all provide strong incentives to accept less than full price.

P R A C T I C E A R E A S**SHAREHOLDER
DERIVATIVE
ACTIONS**

Management Entrenchment. Corporate managers' interest in retaining their positions and status can also lead them to resist acquisition offers that would be in the best interests of public shareholders. In such situations, the board's use of antitakeover devices, such as a "poison pill," must be closely scrutinized.

We represent shareholders in derivative actions that seek to hold corporate fiduciaries responsible for many kinds of misconduct, including excessive executive compensation, self-dealing transactions, and failures of oversight leading to major violations of environmental, health and safety, anti-bribery and securities laws.

Derivative actions are subject to a unique procedural hurdle, the "demand requirement," which obligates a plaintiff to show that corporate directors are incapable or unwilling to pursue the wrongdoing, and subjects the case to an unusually high level of scrutiny at its outset. Consistent with our commitment to early investment, we utilize "books and records" demands, consulting experts, and independent investigation to develop the strongest complaint possible prior to initial filing.

**SECURITIES
FRAUD**

We represent investors injured by securities frauds ranging from misrepresentations and omissions by corporate managers, to false descriptions of investment products by financial advisors and stock market manipulation. We litigate cases on both a class and individual basis.

The high hurdles for adequately pleading securities fraud make our emphasis on early investment and investigation crucial, and the scale of the litigation and number of parties in many cases also place a premium on efficient case management, a focus of our approach to litigation.

**BOOKS AND
RECORDS
LITIGATION**

We litigate demands to inspect internal corporate documents – one of the most powerful tools for enforcing corporate accountability and exposing misconduct by insiders. "Books and records" demands are an essential precursor to shareholder derivative actions, and can also play an important role in efforts to achieve governance reform outside of litigation by prompting voluntary remedial measures, deterring future misconduct, and galvanizing collective shareholder action.

The foundation of effective books and records litigation is a carefully drafted demand letter – a statutory prerequisite to litigation – that seeks a narrowly-drawn, targeted document set (in contrast to the typical expansive discovery requests used in general litigation). The demand letter must also articulate one or more "proper purposes" for the demand, and must ordinarily provide sufficient detail to support the finding of a credible basis for mismanagement, waste or wrongdoing. Our emphasis on pre-

P R A C T I C E A R E A S**CONSUMER AND
SMALL
BUSINESS
CLASS ACTIONS**

filing analysis is particularly important for books and records actions because there is ordinarily no ability to amend the grounds for demand after filing, and the delay associated with a new demand often limits the utility of any production ultimately ordered.

We represent classes of consumers and small businesses injured by deceptive or other wrongful corporate misconduct, including false advertising, imposition of undisclosed or unfair fees, violations of contract rights, the sale of unsafe or defective products, and infringement on rights to privacy.

Successfully litigating consumer and small business class claims depends on a clear understanding of how the policy or practice at issue affects consumers or small businesses as a group; claims can be litigated on a class-wide basis only when the defendant's conduct has a similar impact on enough people to justify collective action, and when the representative plaintiff has claims typical of the other members of the class.

Consistent with our commitment to investing in cases early, we conduct thorough pre-filing investigations, engage experts to perform preliminary analysis, and work to locate and interview multiple class members to fully understand the relevant policy or practice.

J. Dominick Larry (*pro hac vice*)
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Chicago, IL 60606
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*Attorneys for Plaintiffs TopDevz, LLC, and
Noirefy, Inc.*

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

IN RE LINKEDIN ADVERTISING
METRICS LITIGATION,

Plaintiffs,

vs.

LINKEDIN CORPORATION,

Defendant.

) Case No.: 5:20-cv-08324-SVK

) Hon. Susan van Keulen

) **[PROPOSED] PRELIMINARY
APPROVAL ORDER**

[PROPOSED] PRELIMINARY APPROVAL ORDER

1 The parties to this litigation have entered into a settlement agreement which, if approved,
2 would resolve this putative class action. Plaintiffs Noirefy, Inc. and TopDevz, LLC have moved
3 for preliminary approval of the proposed class action settlement and notice plan. Defendant
4 LinkedIn Corp. supports the motion. The Court has read and considered the settlement agreement
5 and all exhibits therefo, including the proposed notices, has reviewed the relevant briefing, and
6 has determined that Plaintiffs have complied with the Northern District’s Procedural Guidance for
7 Class Action Settlements and provided the Court sufficient information to determine that the
8 settlement should be granted preliminary approval. The Court also concludes that it is appropriate
9 to direct notice in a reasonable manner to all Class members who would be bound by the
10 settlement, since the parties’ showing establishes that the Court will likely be able to (i) approve
11 the settlement under Rule 23(e)(2), and (ii) certify the class for purposes of settlement.

12 The Court now **GRANTS** the pending motion and makes the following findings and
13 orders:

14 1. Capitalized terms not otherwise defined herein shall have the meaning set forth in
15 the Settlement Agreement.

LIKELY APPROVAL OF THE SETTLEMENT

17 2. The Court has reviewed the terms of the Settlement Agreement, the exhibits thereto,
18 Plaintiffs’ motion papers, the declarations of counsel, and all arguments made.

19 3. The Settlement is the product of more than two years of litigation, including three
20 rounds of motion to dismiss briefing, full appellate briefing, repeated conferences with the Ninth
21 Circuit Mediator, and a full-day session with a private mediator.

22 4. Based on its review, the Court finds that it will likely be able to approve the
23 proposed settlement as fair, reasonable, and adequate under Rule 23(e)(2). *See* Fed. R. Civ. P.
24 23(e)(1)(B)(i). The Settlement Agreement: (a) results from efforts by Class Representatives and
25 Class Counsel who adequately represent the class; (b) was negotiated at arm’s length with the
26 assistance of the Ninth Circuit Mediator and the assistance of Randall Wulff of Wulff Quinby
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1 Sochynsky; (c) provides relief for the class that is adequate, taking into account: (i) the costs, risk,
2 and delay of trial and appeal; (ii) the effective proposed method of distributing relief to the class;
3 and (iii) the terms of the proposed award of attorneys' fees, costs, and service awards, including
4 timing of payment; and (d) treats Class members equitably relative to each other.

5 **CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES**

6 5. The Court further finds that certification of the following Class, for settlement
7 purposes only, is appropriate under Federal Rule of Civil Procedure 23(b)(3):

8 All U.S. advertisers who purchased LinkedIn Advertising¹ during the Class
9 Period.² Excluded from the Settlement Class are LinkedIn; any entity in
10 which LinkedIn has a controlling interest; LinkedIn's officers, directors,
11 legal representatives, successors, subsidiaries, and assigns; any advertiser
12 who timely files a request for exclusion; and any judge to whom this case
13 is assigned, his or her spouse, and all persons with the third degree of
14 relationship to either of them, as well as the spouses of such persons.

15 6. The Court finds, for settlement purposes only, that: (a) the Class certified herein
16 numbers in the hundreds of thousands of persons, and joinder of all such persons would be
17 impracticable; (b) there are questions of law and fact that are common to the Class, and those
18 questions of law and fact common to the Class predominate over any questions affecting individual
19 Class members; (c) Plaintiffs' claims are typical of the absent Class members' claims; (d) a class
20 action is superior to other available means of adjudicating this dispute; and (e) Plaintiffs and Class
21 Counsel are adequate representatives of the Class. Defendant retains all rights to assert that the
22 action may not be certified as a class action, other than for settlement purposes. The Court also
23 concludes that, because the action is being settled rather than litigated, the Court need not consider
24 manageability issues that might be presented by the trial of a nationwide class action involving the
25 issues in this case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997).

26 7. Pursuant to Federal Rule of Civil Procedure 23(g), the Court appoints Keller
27 Postman LLC and Romanucci & Blandin, LLC to serve as Class Counsel.

28 ¹ "LinkedIn Advertising" means "advertising offered or purchased through LinkedIn Marketing Solutions." Settlement, ¶ II. 18.

² The Class Period is January 1, 2015 through May 31, 2023.

1 account, and LinkedIn Advertising account identification number(s) for which
2 the exclusion is requested; and

3 b. Specifically and clearly state its desire to be excluded from the Settlement and
4 from the Settlement Class.

5 14. A.B. Data shall report the names of all Class members who have submitted a
6 request for exclusion to the parties on a weekly basis, beginning 30 days after the Notice Date.

7 15. All Class members who do not opt out and exclude themselves shall be bound by
8 the terms of the Settlement upon entry of the Final Approval Order and Judgment.

9 16. Any Class member who wishes to object to the Settlement must, no later than
10 _____ [56 days after preliminary approval], and must submit a written notice of objection to the
11 address listed in the Class Notice.

12 17. The written objection must contain the following:

13 a. The name and case number of this Action, *In re LinkedIn Advertising Metrics
14 Litigation*, Case No. 5:20-cv-08234-SVK (N.D. Cal.);

15 b. The Class member's full name, mailing address, one or more email addresses
16 associated with the Class member's advertising account, telephone number, and
17 LinkedIn advertising account identification number;

18 c. If objecting, the Settlement Class Member must state whether the objection
19 applies only to the objector, or to a specific subset of the Class, or to the entire
20 Class;

21 d. All reasons for the objection;

22 e. A statement identifying the number of class action settlements the Class
23 member or their attorney has objected to or commented on in the last five years;

24 f. Whether the Class member intends to personally appear at the Final Approval
25 Hearing;

26 g. The name and contact information of any and all attorneys, representing,
27 advising, or assisting the Class member, including any counsel who may be
28 entitled to compensation for any reason related to the objection;

h. Whether any attorney will appear on the Class member's behalf at the Final
Approval Hearing, and, if so, the identity of that attorney; and

i. The signature of the Class member or an authorized representative of the Class
member.

1 18. Any lawyer representing or assisting the an objecting Settlement Class Member
2 must (a) file a notice of appearance with the Court by _____ [56 days after preliminary approval];
3 (b) file a sworn declaration attesting to representation of each Class member on whose behalf the
4 lawyer has acted or will be acting; and (c) comply (and ensure their client’s compliance) with the
5 procedures described in the Settlement.

6 19. If the objecting Class member intends to appear, in person or by counsel, at the
7 final approval hearing, the objecting Class member must so state in the objection. Any Class
8 member who does not state its intention to appear in accordance with the applicable deadlines and
9 other specifications, or who has not filed an objection in accordance with the applicable deadlines
10 and other specifications, will be deemed to have waived any objections to the settlement and will
11 be barred from speaking or otherwise presenting any views at the final approval hearing.

12 20. These procedures and requirements for objecting are intended to ensure the efficient
13 administration of justice and the orderly presentation of any Class member’s objection to the
14 settlement, in accordance with the due process rights of all Class members.

15 **FINAL APPROVAL HEARING AND SCHEDULE**

16 21. The Court will hold a hearing on entry of final approval of the settlement, an award
17 of fees and expenses to Class Counsel, and service awards to the Class Representatives at 10:00
18 a.m. on Tuesday, _____ [at least 84 days after preliminary approval], in Courtroom 6 of the
19 United States District Court for the Northern District of California, 280 South 1st Street, San Jose,
20 California 95113. At the final approval hearing, the Court will consider: (a) whether the settlement
21 should be approved as fair, reasonable, and adequate for the Class, and judgment entered on the
22 terms stated in the settlement; and (b) whether Plaintiffs’ application for an award of attorney fees
23 and expenses to Class Counsel and service awards to Class Representatives (“Fee Application”)
24 should be granted.

25 22. Plaintiffs shall move for approval of attorneys’ fees, litigation expense
26 reimbursements, and class representative service awards no later than _____ [21 days after
27 preliminary approval].
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1 23. Plaintiffs shall move for final settlement approval no later than _____ [70 days
2 after final approval]. Plaintiffs have leave exceed the page limit set by local rule and this Court's
3 standing order, but their motion shall not exceed 30 pages in length.

4 24. The Court reserves the right to adjust the date of the final approval hearing and
5 related deadlines. In that event, the revised hearing date or deadlines shall be posted on the
6 settlement website referred to in the Class Notice, and the parties shall not be required to re-send
7 or republish notice to the Class.

8 **IT IS SO ORDERED.**

9 Dated: _____, 2024

10 Hon. Susan van Keulen
11 UNITED STATES MAGISTRATE JUDGE
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