

# **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.

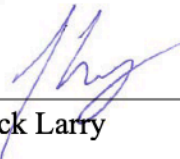
\* \* \*

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

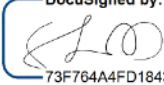
Dated: July 18.00, 2024

TOPDEVZ, LLC

By   
Tyler Davis  
Managing Member

Dated: July 18.00, 2024


NOIREFY, INC.

DocuSigned by:  
  
By 73F764A4FD1843C...  
Shaniqua Davis  
CEO

**FOR DEFENDANT**

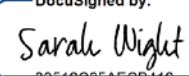
Dated: July 18, 2024

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