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

17 IN RE LINKEDIN ADVERTISING )  
18 METRICS LITIGATION, )

19 *Plaintiffs,* )

20 vs. )

21 LINKEDIN CORPORATION, )

22 *Defendant.* )  
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Case No.: 5:20-cv-08324-SVK

Hon. Susan van Keulen

~~PROPOSED~~ AMENDED  
PRELIMINARY APPROVAL ORDER

~~PROPOSED~~ AMENDED 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 Advertising<sup>1</sup> during the Class  
9 Period.<sup>2</sup> 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.

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<sup>1</sup> "LinkedIn Advertising" means "advertising offered or purchased through LinkedIn Marketing Solutions." Settlement, ¶ II. 18.

<sup>2</sup> The Class Period is January 1, 2015 through May 31, 2023.

**NOTICE AND ADMINISTRATION**

1           8.       The Court directs the Settlement Administrator to fulfill its notice duties and  
2 responsibilities specified in this Order and the Settlement Agreement.

3           9.       The Court finds that the provisions for notice to the Class set forth in the Settlement  
4 satisfy the requirements of due process and Federal Rule of Civil Procedure 23 and provide the  
5 best notice practicable under the circumstances, including individual notice to all members who  
6 can be identified through reasonable effort. The notice is reasonably calculated to apprise Class  
7 members of the nature of this litigation; the scope of the Class, the Class claims, issues, or defenses;  
8 the terms of the Settlement Agreement; the right of Class members to appear, object to the  
9 Settlement Agreement, and exclude themselves from the Settlement Class and the process for  
10 doing so; of the Final Approval Hearing; and of the binding effect of a class judgment on the Class.  
11 The Court therefore approves the proposed methods of providing notice and directs A.B. Data to  
12 proceed with providing notice to Class Members, pursuant to the terms of the Settlement  
13 Agreement and this Order.

14           10.       No later than **October 1, 2024** (the “Notice Date”), A.B. Data shall substantially  
15 complete its notice obligations consistent with the specifications of the Settlement Agreement,  
16 including by disseminating notice to all reasonably identifiable Class members by email, U.S.  
17 Mail, and through publication of the dedicated settlement website.

18           11.       No later than fourteen days prior to the final approval hearing, A.B. Data shall  
19 provide an affidavit for the Court, attesting that notice was disseminated in a manner consistent  
20 with the Settlement, including its exhibits.

**OBJECTIONS AND EXCLUSIONS**

22           12.       Class members who wish to opt-out and exclude themselves from the Class may do  
23 so by submitting such request in writing consistent with the specification listed in the Class Notice  
24 no later than **November 5, 2024**.

- 25           13.       To be valid, each request for exclusion must:
- 26           a.       State the person or entity’s full name, current address, one or more email
  - 27                   addresses associated with the Settlement Class Member’s LinkedIn advertising
  - 28

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

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

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

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

16. Any Class member who wishes to object to the Settlement must, no later than **November 5, 2024**, and must submit a written notice of objection to the address listed in the Class Notice.

17. The written objection must contain 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 Class member’s full name, mailing address, one or more email addresses associated with the 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 Class member or their attorney has objected to or commented on in the last five years;

f. Whether the 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 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 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 **November 5, 2024**; (b) file a sworn  
3 declaration attesting to representation of each Class member on whose behalf the lawyer has acted  
4 or will be acting; and (c) comply (and ensure their client’s compliance) with the procedures  
5 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, **January 14, 2024**, in Courtroom 6 of the United States District Court for the  
19 Northern District of California, 280 South 1st Street, San Jose, California 95113. At the final  
20 approval hearing, the Court will consider: (a) whether the settlement should be approved as fair,  
21 reasonable, and adequate for the Class, and judgment entered on the terms stated in the settlement;  
22 and (b) whether Plaintiffs’ application for an award of attorney fees and expenses to Class Counsel  
23 and service awards to Class Representatives (“Fee Application”) should be granted.


24 22. Plaintiffs shall move for approval of attorneys’ fees, litigation expense  
25 reimbursements, and class representative service awards no later than **October 1, 2024**.

1 23. Plaintiffs shall move for final settlement approval no later than **November 19,**  
2 **2024.** Plaintiffs have leave exceed the page limit set by local rule and this Court’s standing order,  
3 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: September 16, 2024

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12 Hon. Susan van Keulen  
13 UNITED STATES MAGISTRATE JUDGE  
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