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

PAUL PERKINS, PENNIE SEMPELL, ANN BRANDWEIN, ERIN EGGERS, CLARE CONNAUGHTON, JAKE KUSHNER, NATALIE RICHSTONE, NICOLE CROSBY, and LESLIE WALL; individually and on behalf of all others similarly situated,

Plaintiffs,

v.

LINKEDIN CORPORATION,

Defendant.

Case No. 13-CV-04303-LHK

**ORDER GRANTING PRELIMINARY
APPROVAL OF PROPOSED
SETTLEMENT, DIRECTING NOTICE TO
CLASS, AND SETTING FINAL
APPROVAL HEARING**

Judge: Hon. Lucy H. Koh
Action Filed: September 17, 2013

WHEREAS, a putative class action captioned *Perkins et al. v. LinkedIn*, Case No. 13-CV-04303-LHK is pending before the Court, and

WHEREAS, Paul Perkins, Pennie Sempell, Ann Brandwein, Erin Eggers, Clare Connaughton, Jake Kushner, Natalie Richstone, Nicole Crosby, and Leslie Wall (collectively, the “Plaintiffs” or “Class Representatives”), individually and in their representative capacities on behalf of the Settlement Class, and LinkedIn Corporation (“Defendant” or “LinkedIn”) (Plaintiffs and LinkedIn collectively, the “Parties,” or singularly, “Party”) have entered into an Amended Settlement Agreement and Release (“Settlement Agreement”), ECF No. 105-2, which, together with the exhibits attached thereto (as amended by the Court and attached to this Order), sets forth the terms and conditions for a proposed settlement and dismissal of the Action with prejudice as to Defendant for the claims of the Settlement Class upon the terms and conditions set forth in the Settlement Agreement, and the Court having read and considered the Settlement Agreement and exhibits attached thereto;

1 This matter coming before the Court upon the agreement of the Parties and the motion of
2 Plaintiffs seeking preliminary approval of the Settlement Agreement, good cause being shown,
3 and the Court being fully advised in the premises,

4 IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

5 1. Terms and phrases in this order shall have the same meaning as ascribed to them in
6 the Settlement Agreement.

7 **Settlement Class Certification for Settlement Purposes Only**

8 2. A class (the “Settlement Class”) is certified for settlement purposes only.

9 a. The Settlement Class is defined to include: “[A]ll current and former
10 LinkedIn members who used Add Connections to import information from external email
11 accounts and to send emails to persons who were non-members in which the member’s name,
12 photograph, likeness and/or identity was displayed between September 17, 2011 and October 31,
13 2014.” Excluded from the Settlement Class are the following: (1) Defendant, its subsidiaries, and
14 affiliates and each of their respective officers, directors and employees, (2) Class Counsel and
15 Defendant’s Counsel, and (3) any judicial officer to whom the Action is assigned.

16 b. The requirements for class certification under Fed. R. Civ. P. 23(a). The
17 Settlement Class consists of approximately 20.8 million persons, there are questions of law or fact
18 common to the Settlement Class, Plaintiffs’ claims are typical of those of the Settlement Class,
19 and Plaintiffs will fairly and adequately protect the interests of the Settlement Class.

20 c. In addition, the questions of law or fact common to the Settlement Class
21 predominate over any individual questions, and the class action mechanism is superior to other
22 available methods for the fair and efficient adjudication of this controversy. Consequently, the
23 Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(b)(3).

24 3. The Court hereby appoints Plaintiffs Paul Perkins, Pennie Sempell, Ann
25 Brandwein, Erin Eggers, Clare Connaughton, Jake Kushner, Natalie Richstone, Nicole Crosby,
26 and Leslie Wall as Class Representatives.

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1 4. The Court hereby appoints Michael W. Sobol, Nicholas R. Diamand, and Melissa
2 Gardner of Lieff, Cabraser, Heimann & Bernstein, LLP; Dorian S. Berger and Daniel P. Hipkind
3 of Olavi Dunne LLP; and Larry C. Russ of Russ, August & Kabat as Class Counsel.

4 **Preliminary Approval**

5 5. Plaintiffs have moved the Court for an order approving the settlement of the Action
6 in accordance with the Settlement Agreement, which, together with the documents incorporated
7 therein, sets forth the terms and conditions for a proposed settlement and dismissal of the Action
8 with prejudice against Defendant, and the Court having read and considered the Settlement
9 Agreement and having heard the Parties and being fully advised in the premises, hereby
10 preliminarily approves the Settlement Agreement in its entirety subject to the Final Approval
11 Hearing referred to in Paragraph 20 of this order.

12 6. This Court finds that it has jurisdiction over the subject matter of this action and
13 over all Parties to the Action, including all members of the Settlement Class.

14 7. The Court finds that, subject to the Final Approval Hearing, the Settlement
15 Agreement falls within the range of possible approval as fair, reasonable, adequate, and in the best
16 interests of the Settlement Class. The Court further finds that the Settlement Agreement
17 substantially fulfills the purposes and objectives of the class action, and provides beneficial relief
18 to the Settlement Class. The Court also finds that the Settlement Agreement (a) is the result of
19 serious, informed, non-collusive arm's length negotiations involving experienced counsel familiar
20 with the legal and factual issues of this case and made with the assistance of Antonio Piazza of
21 Mediated Negotiations; (b) is sufficient to warrant notice of the Settlement Agreement and the
22 Final Approval Hearing to the Settlement Class; (c) meets all applicable requirements of law,
23 including Federal Rule of Civil Procedure 23, and the Class Action Fairness Act ("CAFA"), 28
24 U.S.C. § 1715; and (d) is not a finding or admission of liability by Defendant.

25 **Notice and Administration**

26 8. Gilardi & Co. LLC ("Gilardi") is hereby appointed as Settlement Administrator and
27 shall perform all the duties of the Settlement Administrator as set forth in the Settlement
28 Agreement and this order.

1 9. The Court finds that the Notice and Notice Plan as set forth in the Settlement
2 Agreement are reasonably calculated to, under all circumstances, apprise the members of the
3 Settlement Class of the pendency of this action, certification of the Settlement Class for settlement
4 purposes only, the terms of the Settlement Agreement, and their right to object to the Settlement or
5 to exclude themselves from the Settlement Class. The Notice and Notice Plan are consistent with
6 the requirements of Rule 23 and due process, and constitute the best notice practicable under the
7 circumstances.

8 10. The Court thus hereby approves the Notice and the Notice Plan, including the
9 Email Notice and Website Notice as amended by the Court and attached as Exhibits B and C,
10 respectively, to this Order. The Court also approves the Claim Form, as amended by the Court
11 and attached as Exhibit A to this Order, and claims administration procedures set forth in the
12 Settlement Agreement. The Parties may, by agreement, revise the Notice and/or Claim Form in
13 ways that are not material, or in ways that are appropriate to update these documents for purposes
14 of accuracy or formatting.

15 11. Pursuant to Section 5 of the Settlement Agreement, the Notice Plan shall be
16 implemented as follows: Within thirty (30) days following the entry of this order (the “Notice
17 Date”), LinkedIn shall send or cause to be sent the Email Notice, as amended by the Court and
18 attached as Exhibit B to this Order, to each Person in the Settlement Class using the email address
19 that LinkedIn has on file for their LinkedIn account. The Email Notice shall include a hypertext
20 link to the Settlement Website. For emails that result in a bounce-back or are otherwise
21 undeliverable, an attempt will be made to re-send the Email Notice once prior to the Notice Date.
22 With the involvement and approval of the Parties, and starting no later than the start of the
23 dissemination of Email Notice to the Settlement Class, the Settlement Administrator shall publish
24 the Website Notice, as amended by the Court and attached as Exhibit C to this Order, through the
25 Settlement Website. The Settlement Website shall be developed, hosted, and maintained by the
26 Settlement Administrator through the Final Settlement Date and shall include the ability to submit
27 Claim Forms electronically.

28

1 12. Settlement Class Members who wish to receive a payment under the Settlement
2 Agreement must complete and submit a timely and valid Claim Form. A Settlement Class
3 Member may file only one (1) Claim Form, regardless of how many LinkedIn accounts he, she, or
4 it may have. All Claim Forms must be postmarked or received by the Settlement Administrator on
5 or before the Claims Deadline, which is hereby set as December 14, 2015.

6 **Exclusion**

7 13. Settlement Class members who wish to exclude themselves from the Settlement
8 Class for purposes of this settlement may do so by submitting a request for exclusion to the
9 Settlement Administrator on or before the Objection/Exclusion Deadline, which is hereby set as
10 December 14, 2015. The request for exclusion must comply with the exclusion procedures set
11 forth in the Settlement Agreement and include the case number of the Action, the member's name,
12 address, email address associated with his, her, or its LinkedIn account, phone number, signature,
13 and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this
14 settlement. A request for exclusion may not request exclusion of more than one Settlement Class
15 Member.

16 14. Any member of the Settlement Class who timely requests exclusion consistent with
17 these procedures shall not (i) be bound by the Final Order and Judgment; (ii) be entitled to relief
18 under the Settlement Agreement; (iii) gain any rights by virtue of the Settlement Agreement; or
19 (iv) be entitled to object to any aspect of the Settlement Agreement. However, Settlement Class
20 Members who fail to submit a valid and timely request for exclusion shall be bound by all terms of
21 the Settlement Agreement and the Final Order and Judgment, regardless of whether they have
22 otherwise requested exclusion from the Settlement Class.

23 **Objections**

24 15. Any member of the Settlement Class who has not filed a timely and valid request
25 for exclusion may object to the granting of final approval to the Settlement Agreement.
26 Settlement Class Members may object on their own, or may do so through separate counsel at
27 their own expense.

28

1 16. Any objection must be in writing, must be personally signed by the objector, and
2 must include: (1) the name of the Action and case number, “*Perkins v. LinkedIn Corp.*, Case No.
3 5:13-CV-04303-LHK”; (2) the objector’s name, address, email address associated with his, her, or
4 its LinkedIn account, and contact phone number; (3) an explanation of the basis upon which the
5 objector claims to be a member of the Settlement Class; (4) the grounds for the objection,
6 including any supporting law or evidence, if any; (5) the name and contact information of any and
7 all attorneys representing, advising, or in any way assisting the objector in connection with the
8 preparation or submission of the objection or who may profit from the pursuit of the objection;
9 and (6) a statement indicating whether the objector intends to appear at the Final Approval
10 Hearing (either personally or through counsel who files an appearance with the Court in
11 accordance with the Local Rules).

12 17. All objections and any papers submitted in support of such objections must be
13 submitted to the Court on or before the Objection/Exclusion Deadline either by mailing them to
14 Judge Koh’s Case System Administrator at the United States Courthouse, 280 South 1st Street,
15 Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States
16 District Court for the Northern District of California, except that any objection made by a
17 Settlement Class Member represented by counsel must be filed through the Court’s Case
18 Management/Electronic Case Filing (CM/ECF) system.

19 18. Any Settlement Class Member who fails to timely mail or file a written objection
20 with the Court and notice of his or her intent to appear at the Final Approval Hearing in
21 accordance with the terms of this Settlement Agreement and as detailed in the Notice shall not be
22 permitted to object to the Settlement at the Final Approval Hearing, and shall be foreclosed from
23 seeking any review of the Settlement by appeal or other means and shall be deemed to have
24 waived his, her, or its objections and be forever barred from making any such objections in the
25 Action or any other action or proceeding.

26 **Final Approval Hearing**

27 19. A Final Approval Hearing shall be held before this Court on February 11, 2016, at
28 1:30 p.m. in Courtroom 8 of the United States Courthouse, 280 South 1st Street, 4th Floor, San

1 Jose, CA 95113 to consider: (a) whether the proposed settlement of the Action on the terms and
2 conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should
3 be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether
4 to award payment of attorney's fees and expenses to Class Counsel and in what amount; and (d)
5 whether to award payment of an incentive award to the Class Representative and in what amount.
6 The Court may adjourn the Final Approval Hearing without further notice to Class Members.

7 20. At least fourteen (14) days prior to the Objection/Exclusion Deadline, Plaintiffs
8 shall file with the Court their motion for attorney's fees, costs, and service awards, which shall be
9 posted to the Settlement Website on the date of filing.

10 21. No later than January 14, 2016, Plaintiffs shall file with the Court their motion for
11 final approval, which shall be posted to the Settlement Website on the date of filing.

12 22. No later than February 4, 2016, Plaintiffs shall file any replies in support of
13 Plaintiffs' motion for attorney's fees, costs, and service awards and Plaintiffs' motion for final
14 approval, both of which shall be posted to the Settlement Website on the date of filing.

15 **Further Matters**

16 23. In order to protect its jurisdiction to consider the fairness of the Settlement
17 Agreement and to enter a Final Order and Judgment having binding effect on all Settlement Class
18 Members, the Court hereby enjoins all members of the Settlement Class, and anyone who acts or
19 purports to act on their behalf, from pursuing any of the Released Claims.

20 24. Settlement Class Members shall be bound by all determinations and judgments in
21 the Action concerning the Action and/or Settlement Agreement, whether favorable or unfavorable.

22 25. All discovery and pretrial proceedings and deadlines are stayed and suspended until
23 further notice from the Court, except for such actions as are necessary to implement the Settlement
24 Agreement and this Order.

25 26. In the event that the Settlement Agreement is terminated pursuant to the provisions
26 of the Settlement Agreement, then (a) the Settlement Agreement, this Preliminary Approval Order,
27 and the Final Order and Judgment (if applicable) (including but not limited to the certification of
28 the Settlement Class, the appointment of Plaintiffs as Class Representatives, and the appointment

1 of Class Counsel) shall be vacated and shall be null and void, shall have no further force and effect
2 with respect to any Party in this Action, and shall not be used in this Action or in any other
3 proceeding for any purpose; (b) this action will revert to the status that existed before the
4 Settlement Agreement's execution date; (c)(i) no term or draft of the Settlement Agreement, (ii)
5 nor any part of the Parties' settlement discussions, negotiations, or documentation (including any
6 declaration or brief filed in support of the motion for preliminary approval or motion for final
7 approval), (iii) nor any rulings regarding class certification for settlement purposes (including the
8 Preliminary Approval Order and, if applicable, the Final Order and Judgment), will have any
9 effect or be admissible into evidence for any purpose in the Action or any other proceeding.

10 27. The Court may, for good cause, extend any of the deadlines set forth in this Order
11 without further notice to the Settlement Class Members. The Final Approval Hearing may, from
12 time to time and without further notice to the Settlement Class Members, be continued by order of
13 the Court.

14 **IT IS SO ORDERED.**

15
16 Date: September 15, 2015



HON. LUCY H. KOH
UNITED STATES DISTRICT JUDGE

EXHIBIT A

CLAIM FORM

Perkins v. LinkedIn Corp. Settlement
c/o Gilardi & Co. LLC
P.O. Box 35009
Seattle, WA 98124-1009

Claim No:1234567

Control No: 1234567890

PERKINS V. LINKEDIN CORP. CLAIM FORM
United States District Court for the Northern District of California
Case No. 13-CV-04303-LHK

Settlement Website: [www.\[xxx\].com](http://www.[xxx].com)

Questions about completing the Claim Form? Contact [\[settlementadministrator@website.com\]](mailto:settlementadministrator@website.com)

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU MAY BE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT. YOU MUST SUBMIT THIS CLAIM FORM, ELECTRONICALLY, OR BY MAIL, TO SEEK SUCH BENEFITS. FAILURE TO FILL OUT THIS CLAIM FORM COMPLETELY AND SUBMIT IT OR MAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [CLAIMS DEADLINE] MAY RESULT IN THE REJECTION OF YOUR CLAIM.

What is the Action about? The Action challenges LinkedIn’s use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two “reminder emails” are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending the connection invitation, but did not find that members consented to LinkedIn sending the two reminder emails. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending a connection invitation. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys’ fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the payment amount is so small that it cannot be distributed in a way that is economically feasible, payments will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

Who is in the Settlement Class? All current and former LinkedIn members who used Add Connections to import information from external email accounts and to send emails to persons who were non-members in which the member's name, photograph, likeness and/or identity was displayed between September 17, 2011 and October 31, 2014. Excluded from the Settlement Class are the following: (1) defendant, its subsidiaries, and affiliates and their respective officers, directors and employees, (2) class counsel and defendant's counsel, and (3) any judicial officer to whom the action is assigned.

You cannot submit both a Claim Form and a request for exclusion from the Settlement Class because only members of the Settlement Class are entitled to any monetary payment under the Settlement. For any person who files both a Claim Form and a request for exclusion, only the last one filed will be effective. For example, if a person files a Claim Form and then files a request for exclusion, he or she will be excluded from the Settlement Class and the Claim Form will be ignored.

1. CONTACT INFORMATION

Name (first, middle, and last):																								
Email Address:																								
Mailing Address:																								
City:															State:					Zip:				
Telephone Number (optional):																								
() -																								

Your contact information will be used by the administrator of this Settlement, Gilardi & Co. LLC (“Gilardi” or “Settlement Administrator”) to contact you, if necessary, about your claim. Providing your telephone number is optional. By providing contact information, you agree that Gilardi may contact you about your claim.

2. CLAIM INFORMATION

Email address associated with your LinkedIn account:																								
The name associated with your LinkedIn account:																								
Class Member Number listed on the Notice you received:																								

If you did not receive a Notice about this Settlement or no longer have access to that document, you may leave blank the item immediately above calling for your Class Member Number.

YOUR PERSONAL INFORMATION WILL BE USED ONLY IN CONNECTION WITH THIS SETTLEMENT ADMINISTRATION AND IN ORDER TO PROCESS YOUR CLAIM. YOUR INFORMATION WILL NOT BE USED FOR ANY OTHER PURPOSE.

3. DIRECT DEPOSIT OR CHECK: CHOOSE ONE OF THE OPTIONS BELOW

OPTION 1: Payment by Direct Deposit

If any payment is made, I wish to receive it electronically, by ACH (Automated Clearing House).

Please provide:

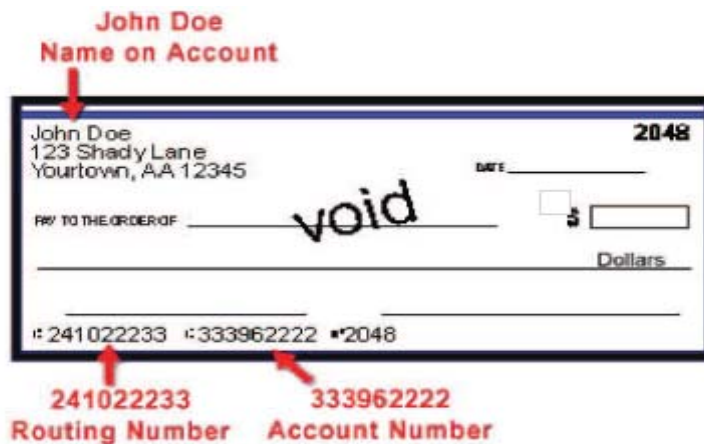
Bank Routing Number:

Bank Account Number:

Banking Institution:

Name on Account (if different from above):

The illustration below is to help you identify your Routing and Account Number. If you still are unsure which number on your check is which, please contact your financial institution.



OPTION 2: Payment by Check

If any payment is made, instead of receiving payment electronically by ACH, I wish to receive payment by a paper check sent to the name listed above at the address listed above.

4. ATTESTATIONS

IN ORDER TO QUALIFY FOR POSSIBLE PAYMENT, YOU MUST ATTEST TO THE FOLLOWING:

- (a) I used Add Connections to import information from one or more external email accounts and send emails to one or more persons who were not LinkedIn members between September 17, 2011 and October 31, 2014.
- (b) I did not agree to the use of my name or profile picture in reminder emails.
- (c) I believe I was injured by any such use of my name or name and profile picture.
- (d) I am submitting only one Claim Form, regardless of how many LinkedIn accounts I have.

(e) I understand that I am releasing all Released Claims against LinkedIn and the other Released Parties as set forth in Section 4 of the Settlement Agreement (available at [www.\[xxxxxxxxxxxxx\].com/court_docs/settlement_agreement](http://www.[xxxxxxxxxxxxx].com/court_docs/settlement_agreement)).

5. SIGN AND SUBMIT THE CLAIM FORM.

I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement. I also submit to the jurisdiction of the United States District Court for the Northern District of California with regard to my claim and for purposes of enforcing the release of claims in the Settlement Agreement. I further acknowledge that I am bound by the terms of any Court judgment that may be entered in this Action and may not bring or continue pursuing any of the Released Claims against LinkedIn and/or the other Released Parties in a separate action. I agree to furnish additional information to support this claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

By clicking this box, which constitutes my electronic signature, I hereby declare under the penalty of perjury under the laws of the United States of America that the foregoing attestations and all other information I have provided in support of my claim are true and correct.

IF SUBMITTED BY U.S. MAIL:

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing attestations and all other information I have provided in support of my claim are true and correct.

Dated: _____ Signature: _____

* * * *
_ _ _ _

IF SUBMITTED BY MAIL, PLEASE SEND THIS CLAIM FORM TO:

Perkins v. LinkedIn Corp., Settlement, c/o Gilardi & Co. LLC
P.O. Box [NUMBER]
[CITY], [STATE] [ZIP CODE]

THIS FORM MUST BE COMPLETED AND SUBMITTED ELECTRONICALLY TO THE SETTLEMENT ADMINISTRATOR AT OR BEFORE 11:59 P.M. PACIFIC TIME ON [MONTH] [DAY], [YEAR]. IF YOU ARE SUBMITTING THIS FORM BY U.S. MAIL, IT MUST BE POSTMARKED BY [MONTH] [DAY], [YEAR].

6. AFTER SUBMISSION OF FORM.

Any payments will be provided to claimants only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. Please be aware that the amount, if any, paid to each member of the Settlement Class who files an approved claim depends on the total number of approved claims. No one knows in advance how much each claimant's payment will be, and claimants may be paid nothing at all. Please be patient. If, after you submit a Claim Form, you change your postal or email address, it is your

responsibility to inform the Settlement Administrator of your updated information. You may do so by mail or email at the addresses above.

EXHIBIT B

EMAIL NOTICE

To: XXXXXXXXXXXX
From: XXXXXXXXXXXX
Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
PERKINS V. LINKEDIN CORP.

You are receiving this e-mail because you may have used LinkedIn's Add Connections feature between September 17, 2011 and October 31, 2014.

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

Why did I get this notice? This Notice relates to a proposed settlement ("Settlement") of a class action lawsuit ("Action") against LinkedIn Corporation ("LinkedIn") based on LinkedIn's alleged improper use of a service called "Add Connections" to grow its member base.

What is the Action about? The Action challenges LinkedIn's use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two "reminder emails" are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending the connection invitation, but did not find that members consented to LinkedIn sending the two reminder emails. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending a connection invitation. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys' fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means that it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the *pro rata* amount is so small that it cannot be distributed in a way that is economically feasible, payments will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

You may also learn more by clicking on the following links:

[Settlement Agreement](#)

[Class Action Complaint](#)

[Orders on Motions to Dismiss](#)

[Legal Representation](#)

[Attorneys' Fees](#)

[Cy Pres Recipients](#)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM	If the Court gives final approval to the Settlement, this is the only way to be eligible to receive a payment.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF	This is the only option that allows you to retain your rights to sue LinkedIn about its alleged improper use of Add Connections to grow its member base.	Deadline: [Month] [Day], [Year]
OBJECT	<p>Write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. You may mail your written objection to Judge Koh's Case System Administrator at the United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113. Alternatively, you may file your written objection in person at any location of the United States District Court for the Northern District of California.</p> <p>You must also mail your written objection to Class Counsel and LinkedIn's Counsel. The address for Class Counsel is: Larry C. Russ, Esq., Russ August & Kabat, 12424 Wilshire Boulevard, 12th Floor, Los Angeles, CA 90025. The address for LinkedIn's Counsel is: Jerome C. Roth, Esq., Munger, Tolles & Olson LLP, 560 Mission Street, 27th Floor, San Francisco, CA 94105.</p>	Deadline: [Month] [Day], [Year]

<p>GO TO THE “FINAL APPROVAL HEARING”</p>	<p>The Court will hold a “Final Approval Hearing” to consider the Settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the request for service awards of the plaintiffs who brought the Action (“Class Representatives”).</p> <p>You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written objection to the Court as well as to Class Counsel and LinkedIn’s Counsel.</p>	<p>Deadline: [Month] [Day], [Year]</p>
<p>DO NOTHING</p>	<p>You will not receive a payment, even if the Court gives final approval to the Settlement. You will also be giving up any claims you may have against LinkedIn based on its alleged improper use of Add Connections to grow its member base. You may be eligible to receive the non-monetary benefits of the Settlement, if the Court gives final approval to the Settlement.</p>	<p>No deadline</p>

More information? For more information about the Settlement and how to take the actions described above, please visit [www.\[xxx\].com](http://www.[xxx].com) or write to the Settlement Administrator at *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code], [\[email@settlementname.com\]](mailto:[email@settlementname.com]). You may also contact Class Counsel by calling (xxx) xxx-xxxx.

Do Not Address Any Questions About The Settlement Or The Litigation To LinkedIn, The Clerk Of The Court, Or The Judge.

EXHIBIT C

WEBSITE NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

PAUL PERKINS, *et al.*
Plaintiffs,

v.
LINKEDIN CORPORATION.
Defendant.

CASE No. 5:13-CV-04303-LHK

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

This Notice concerns a settlement (“Settlement”) of a class action lawsuit (“Action”) against LinkedIn Corporation (“LinkedIn”) based on LinkedIn’s alleged use of a service called Add Connections to grow its member base. If you are a LinkedIn member and used Add Connections between September 17, 2011 and October 31, 2014, you may be a “Settlement Class Member” in the Action and eligible for benefits under the Settlement.

Please read this Notice carefully. Your legal rights will be affected regardless of whether you do or do not act.

What is the Action about? The Action challenges LinkedIn’s use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two “reminder emails” are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending the connection invitation, but did not find that members consented to LinkedIn sending the two reminder emails. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending a connection invitation. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys’ fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means that it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the *pro rata* amount is so small that it cannot be distributed in a way that is economically feasible, payments will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If the Court gives final approval to the Settlement, this is the only way to be eligible to receive a payment.	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF	This is the only option that allows you to retain your rights to sue LinkedIn about its alleged improper use of Add Connections to grow its member base.	Deadline: [Month] [Day], [Year]
OBJECT	<p>Write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. You may mail your written objection to Judge Koh's Case System Administrator at the United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113. Alternatively, you may file your written objection in person at any location of the United States District Court for the Northern District of California.</p> <p>You must also mail your written objection to Class Counsel and LinkedIn's Counsel. The address for Class Counsel is: Larry C. Russ, Esq., Russ August & Kabat, 12424 Wilshire Boulevard, 12th Floor, Los Angeles, CA 90025. The address for LinkedIn's Counsel is: Jerome C. Roth, Esq., Munger, Tolles & Olson LLP, 560 Mission Street, 27th Floor, San Francisco, CA 94105.</p>	Deadline: [Month] [Day], [Year]
GO TO THE "FINAL APPROVAL HEARING"	<p>The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and expenses of the lawyers who brought the Action ("Class Counsel"), and the request for service awards to the Plaintiffs who brought the Action ("Class Representatives").</p> <p>You may, but are not required to, speak at the Final Approval Hearing about your written objection. If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your written objection to the Court as well as to Class Counsel and LinkedIn's Counsel.</p>	Deadline: [Month] [Day], [Year]
DO NOTHING	You will not receive a payment, even if the Court gives final approval to the Settlement. You will also be giving up any claims you may have against LinkedIn based on its alleged improper use of Add Connections to grow its member base. You may be eligible to receive the non-monetary benefits of the Settlement, if the Court gives final approval to the Settlement.	No deadline

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. **Please be patient.**

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a settlement has been reached in the Action. According to LinkedIn's available records, you may be a Settlement Class Member and may be entitled to the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 19 below.

2. Why is this a class action?

In a class action lawsuit, one or more people called Plaintiffs (in this Action, Paul Perkins, Pennie Sempell, Ann Brandwein, Erin Eggers, Clare Connaughton, Jake Kushner, Natalie Richstone, Nicole Crosby, and Leslie Wall) sue on behalf of other people who have similar claims ("Settlement Class Members"). For purposes of this Settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly exclude themselves from the Settlement Class, as explained in Section 13 below. The company sued in this case, LinkedIn, is called the Defendant.

3. What is this lawsuit about?

The Action challenges LinkedIn's use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two emails are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending the connection invitation, but did not find that members consented to LinkedIn sending the two reminder emails.

The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability. Plaintiffs asserted violations of (1) California’s common law right of publicity; (2) California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (the “UCL”); (3) the Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*; (4) the federal Wiretap Act, 18 U.S.C. §§ 2510, *et seq.*; (5) California Penal Code § 502; and (6) the California Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*

For information about how to learn about what has happened in the Action to date, please see Section 19 below.

4. Why is there a Settlement?

The Court has **not** decided that the Plaintiffs or LinkedIn should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief when the Settlement is final, rather than years from now, if at all.

In granting preliminary approval of the Settlement, the Court appointed Plaintiffs as Class Representatives and the lawyers who brought this Action as Class Counsel.

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

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement:

All current and former LinkedIn members who used Add Connections to import information from external email accounts and send emails to persons who were non-members in which the member’s name, photograph, likeness and/or identity was displayed between September 17, 2011 and October 31, 2014.

THE PROPOSED SETTLEMENT

6. What relief does the Settlement provide to the Settlement Class Members?

If the Court gives final approval to the Settlement, and after any appeals are resolved, LinkedIn has agreed to the following:

- **Injunctive Relief.** LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation. In addition, by the end of 2015, LinkedIn will

implement new functionality allowing members to stop reminders from being sent by canceling the connection invitation.

- **Settlement Fund.** LinkedIn has also agreed to pay \$13 million into a fund that will be used to make payments to Settlement Class Members who file valid and timely claims (“Authorized Claimants”), any attorneys’ fees and costs awarded by the Court to Class Counsel, any service awards paid to the Class Representatives, and any costs incurred by the Settlement Administrator. The part of the Settlement Fund that will be used to pay claims made by Authorized Claimants is called the Net Settlement Fund.
 - The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, which means the payment amount depends on the number of Authorized Claimants. If the number of Authorized Claimants results in a payment amount of less than \$10, LinkedIn will add an additional amount of up to \$750,000 to the \$13 million fund.
 - No one knows in advance whether or in what amount payments will be made to Settlement Class Members. If the number of Authorized Claimants results in a *pro rata* payment amount that the Parties, in consultation with the Settlement Administrator and the mediator, believe is not economically feasible to distribute to Authorized Claimants, Class Counsel will submit for Court approval as part of the Final Order and Judgment an alternative plan of distribution under which the Settlement Administrator will distribute the Net Settlement Fund to the *Cy Pres* Recipients.
 - The *Cy Pres* Recipients are as follows: Access Now, Electronic Privacy Information Center (“EPIC”), and Network for Teaching Entrepreneurship (“NTFE”).

7. Will the Class Representatives receive any compensation for their efforts in bringing this Action?

The Class Representatives will request a service award of up to \$1,500 (each) for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

HOW TO REQUEST PAYMENT – SUBMITTING A CLAIM FORM

8. How can I get a payment?

To qualify for payment, Settlement Class Members must send in a Claim Form. A Claim Form is accessible by clicking [HERE](#). Read the instructions on the Claim Form carefully, fill out all the information requested, and submit it electronically by 11:59 p.m. Pacific Time on [Month] [Day], [Year].

Alternatively, a copy of the Claim Form can be obtained from the Settlement Website [www.\[xxx\].com](http://www.[xxx].com) or from the Settlement Administrator at the address below and submitted by postal mail. If a completed Claim Form is submitted by mail it must be submitted to the below address and postmarked by [Month] [Day], [Year].

Perkins v. LinkedIn Corp., Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]

9. When will I get a payment if I submit a Claim Form?

If a Settlement Class Member submits a timely and valid Claim Form by [Month] [Day], [Year], and the Court gives final approval to the Settlement, the Authorized Claimant will receive his or her payment about 90 days after the Court gives final approval of the Settlement, assuming that no one files an appeal challenging the Settlement. The Claim Form allows Settlement Class Members to choose between payment via Automated Clearing House (ACH) transfer and payment via physical check.

THE LAWYERS REPRESENTATION

10. Do I have a lawyer in this case?

The Court has ordered that Russ, August & Kabat; Lieff, Cabraser, Heimann & Bernstein, LLP; and Olavi Dunne LLP (“Class Counsel”) will represent the interests of all Settlement Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will Class Counsel be paid?

When Class Counsel ask the Court to approve the settlement, they will also apply to the Court for an award of attorneys’ fees, costs, and expenses up to a maximum of \$3,250,000 to be paid from the \$13 million settlement fund. The Court will make the final decision as to the amounts to be paid to Class Counsel.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

12. What do Settlement Class Members give up to obtain relief under the Settlement?

If the Settlement is approved, the Court will enter a Final Order and Judgment dismissing the Action “with prejudice” (i.e., meaning that it cannot be filed again).

Upon the entry of the Final Order and Judgment, Plaintiffs and all Settlement Class Members who do not validly and timely request to be excluded from the proposed Settlement, and each of their respective present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, predecessors-in-interest, successors, assigns, and legatees (collectively the “Releasing Parties”) shall be deemed to have fully, finally, and forever released, relinquished, and discharged against LinkedIn and any and all of its present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, other individuals or entities in which LinkedIn has a controlling interest or which is affiliated with any of them, or any other representatives of any of these persons and entities (collectively the “Released Parties”), any and all actions, causes of action, claims, demands, liabilities, obligations, damages (including, without limitation, punitive, exemplary and multiple damages), penalties, sanctions, losses, debts, contracts, agreements, attorneys’ fees, costs, expenses, and rights of any nature and description whatsoever, whether based on federal, state, or local statutes, common law, regulations, rules or any other law of the United States or foreign jurisdiction, known or unknown, fixed or contingent, suspected or unsuspected, in law or in equity, that were asserted or could have been asserted arising from or related to allegations in the Action regarding the alleged use of Add Connections to grow LinkedIn’s member base, including, without limitation, (i) accessing, importing, storing and/or using information from LinkedIn members’ external email accounts; (ii) using LinkedIn members’ names, photographs, likenesses, and/or identities in emails relating to Add Connections; or (iii) related disclosures, representations, and omissions (“Released Claims”).

In addition, the Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, whether federal or state. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties fully understand that the facts on which this Settlement Agreement is executed may be different from the facts now believed by the Releasing Parties and their Counsel to be true, and they expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts. Further, the Releasing Parties agree that this waiver is an essential and material term of this

release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

The precise definitions of the capitalized terms in the paragraph above can be found in the Settlement Agreement, which is located online at [www.\[xxx\].com](http://www.[xxx].com) or may be obtained by requesting it from the Settlement Administrator: *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code], email@settlementname.com.

Unless you exclude yourself, you will remain in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

If you exclude yourself from the Settlement Class, you would retain the right to bring a claim against LinkedIn, but you would not have representation provided for you through this lawsuit, and would be responsible for hiring your own attorney at your own expense.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

13. How do Settlement Class Members exclude themselves from the Settlement?

Persons who fall within the definition of the Settlement Class who do not want to be a part of the Settlement must send a written request to the Settlement Administrator, at the address below, postmarked on or before [Month] [Day], [Year].

Perkins v. LinkedIn Corp., Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]

This request must include the case number of the Action (Case No. 5:13-CV-04303-LHK), your name, address, email address, phone number and signature, and a statement that you wish to be excluded from the Settlement Class. If the exclusion request does not include all of this information, or if it is sent to an address other than the above, or if it is not postmarked within the time specified, it will be invalid, and you will remain a member of the Settlement Class and be bound as a Class Member by the Settlement Agreement, if approved. "Mass" or "class" opt-outs purporting to be made on behalf of multiple persons or classes of persons shall not be allowed.

If you submit a valid request to be excluded from the Class, you will not be a part of the Settlement, will not be eligible to make a claim for payment (as described in Section 8 above), will not be bound by the Final Order and Judgment entered in the Action, and will not be precluded from bringing any individual claim against LinkedIn based on the conduct complained of in the Action. If a claimant also submits a request for exclusion from the class and settlement, the request for exclusion will be ignored.

HOW TO OBJECT TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 17 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and expenses, and a service award to the Class Representatives.

If you have not submitted a timely and valid exclusion request and wish to object to the Settlement or to the award of attorneys' fees, expenses, or service awards, you must submit to the Court and mail to Class Counsel and LinkedIn's Counsel a written objection ("Objection") by [Month] [Day], [Year] that complies with the following requirements.

Written objections must be signed by the objector and must include: (1) the name of the Action and case number, "*Perkins v. LinkedIn Corp.*, Case No. 5:13-CV-04303-LHK"; (2) the objector's name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Settlement Class Member; (4) the grounds for the objection, including any supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Written objections must be submitted to the Court, either by mailing them to Judge Koh's Case System Administrator at the United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California.

You may, but need not, submit your written objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your own attorney's fees and costs. Objections filed by attorneys registered for e-filing with this Court on behalf of Settlement Class Members must be filed through the Court's electronic court filing ("ECF") system located at <https://ecf.cand.uscourts.gov/cand/index.html>. An objection filed with the Court via ECF may redact the objector's telephone number or email address, so long as the unredacted version is mailed to both Class Counsel and LinkedIn's Counsel at the following addresses:

Class Counsel

Larry C. Russ, Esq.
Russ August & Kabat
12424 Wilshire Boulevard, 12th Floor
Los Angeles, CA 90025

LinkedIn's Counsel

Jerome C. Roth, Esq.
Munger, Tolles & Olson LLP
560 Mission Street, 27th Floor
San Francisco, CA 94105

The date of an objection is deemed to be the date on which it is filed with the Court. For the purposes of ECF transmission, transmission must be complete by 11:59 p.m. (Pacific Time) on [Month] [Day], [Year].

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

You are not required to appear at the Final Approval Hearing. But, if you file and mail a timely objection that complies with this paragraph, you may appear at the Final Approval Hearing, either in person or through an attorney of your own choice hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement, or to the award of attorneys' fees, expenses, and costs or to the service awards to the Plaintiffs.

If you or your attorney intend to appear at the Final Approval Hearing, you must state in your written objection that you and/or your attorney intend to appear and speak at the Final Approval Hearing.

15. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

16. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representatives.

17. When and where is the Final Approval Hearing?

The Court will hold the Final Approval Hearing at [time] on [Month] [Day], [Year] in Courtroom 8 of the United States Courthouse, 280 South 1st Street, 4th Floor, San Jose, CA 95113. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxx\].com](http://www.[xxx].com) for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

18. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 14, you may speak at the Final Approval Hearing only if (a) you have timely mailed your written objection to the Court (or filed it with the Court) and timely mailed your written objection to Class Counsel and LinkedIn's Counsel, and (b) followed the procedures set forth in Section 14 above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing.

If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

GETTING MORE INFORMATION & UPDATING INFORMATION

19. How do I get more information?

To see a copy of the Settlement Agreement (which defines capitalized terms used in this notice and provides a brief summary of what has happened in the Action), the Court's preliminary approval order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement Website located at: [www.\[xxx\].com](http://www.[xxx].com).

Alternatively, you may contact the Settlement Administrator at: *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code].

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should visit the website of the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov/>. You may also visit or call the Clerk's office at the United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

You may also contact Class Counsel by calling (XXX) XXX-XXXX.

20. What if my address or other information changes after I submit a Claim Form?

If, after you submit a claim form, you change your postal or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so either by mail or email at the addresses below:

Perkins v. LinkedIn Corp. Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]
[email@settlementname.com]

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO LINKEDIN, THE CLERK OF THE COURT, OR THE JUDGE.

Dated: [Month] [Day], [Year]

By: Order of the Northern District of California
HONORABLE LUCY H. KOH
JUDGE OF THE U.S. DISTRICT COURT

EXHIBIT A
CLAIM FORM

Perkins v. LinkedIn Corp. Settlement
c/o Gilardi & Co. LLC
P.O. Box 35009
Seattle, WA 98124-1009

Claim No:1234567

Control No: 1234567890

PERKINS V. LINKEDIN CORP. CLAIM FORM
United States District Court for the Northern District of California
Case No. 13-CV-04303-LHK

Settlement Website: [www.\[xxx\].com](http://www.[xxx].com)

Questions about completing the Claim Form? Contact [\[settlementadministrator@website.com\]](mailto:settlementadministrator@website.com)

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOU MAY BE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT. YOU MUST SUBMIT THIS CLAIM FORM, ELECTRONICALLY, OR BY MAIL, TO SEEK SUCH BENEFITS. FAILURE TO FILL OUT THIS CLAIM FORM COMPLETELY AND SUBMIT IT OR MAIL IT TO THE SETTLEMENT ADMINISTRATOR ON OR BEFORE [CLAIMS DEADLINE] MAY RESULT IN THE REJECTION OF YOUR CLAIM.

What is the Action about? The Action challenges LinkedIn’s use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two “reminder emails” are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending the connection invitations, ~~a but did not find that members consented to LinkedIn sending the two reminder emails~~ and thus dismissed related claims, leaving only claims based on reminder emails. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending a connection invitations. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the ~~associated~~ connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys’ fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the payment amount is so small that it cannot be distributed in a way that is economically feasible, payments will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

Who is in the Settlement Class? All current and former LinkedIn members who used Add Connections to import information from external email accounts and to send emails to persons who were non-members in which the member's name, photograph, likeness and/or identity was displayed between September 17, 2011 and October 31, 2014. Excluded from the Settlement Class are the following: (1) defendant, its subsidiaries, and affiliates and their respective officers, directors and employees, (2) class counsel and defendant's counsel, and (3) any judicial officer to whom the action is assigned.

You cannot submit both a Claim Form and a request for exclusion from the Settlement Class because only members of the Settlement Class are entitled to any monetary payment under the Settlement. For any person who files both a Claim Form and a request for exclusion, only the last one filed will be effective. For example, if a person files a Claim Form and then files a request for exclusion, he or she will be excluded from the Settlement Class and the Claim Form will be ignored.

1. CONTACT INFORMATION

Name (first, middle, and last):																								
Email Address:																								
Mailing Address:																								
City:															State:					Zip:				
Telephone Number (optional):																								
() -																								

Your contact information will be used by the administrator of this Settlement, Gilardi & Co. LLC (“Gilardi” or “Settlement Administrator”) to contact you, if necessary, about your claim. Providing your telephone number is optional. By providing contact information, you agree that Gilardi may contact you about your claim.

2. CLAIM INFORMATION

Email address associated with your LinkedIn account:																								
The name associated with your LinkedIn account:																								
Class Member Number listed on the Notice you received:																								

If you did not receive a Notice about this Settlement or no longer have access to that document, you may leave blank the item immediately above calling for your Class Member Number.

YOUR PERSONAL INFORMATION WILL BE USED ONLY IN CONNECTION WITH THIS SETTLEMENT ADMINISTRATION AND IN ORDER TO PROCESS YOUR CLAIM. YOUR INFORMATION WILL NOT BE USED FOR ANY OTHER PURPOSE.

3. DIRECT DEPOSIT OR CHECK: CHOOSE ONE OF THE OPTIONS BELOW

OPTION 1: Payment by Direct Deposit

If any payment is made, I wish to receive it electronically, by ACH (Automated Clearing House).

Please provide:

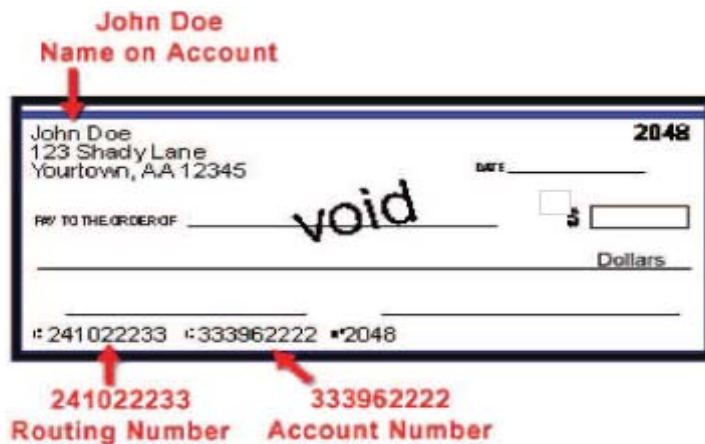
Bank Routing Number:

Bank Account Number:

Banking Institution:

Name on Account (if different from above):

The illustration below is to help you identify your Routing and Account Number. If you still are unsure which number on your check is which, please contact your financial institution.



OPTION 2: Payment by Check

If any payment is made, instead of receiving payment electronically by ACH, I wish to receive payment by a paper check sent to the name listed above at the address listed above.

4. ATTESTATIONS

IN ORDER TO QUALIFY FOR POSSIBLE PAYMENT, YOU MUST ATTEST TO THE FOLLOWING:

- (a) I used Add Connections to import information from one or more external email accounts and send emails to one or more persons who were not LinkedIn members between September 17, 2011 and October 31, 2014.
- (b) I did not agree to the use of my name or profile picture in reminder emails.
- (c) I believe I was injured by any such use of my name or name and profile picture.
- (d) I am submitting only one Claim Form, regardless of how many LinkedIn accounts I have.

(e) I understand that I am releasing all Released Claims against LinkedIn and the other Released Parties as set forth in Section 4 of the Settlement Agreement (available at [www.\[xxxxxxxxxxxxx\].com/court_docs/settlement_agreement](http://www.[xxxxxxxxxxxxx].com/court_docs/settlement_agreement)).

5. SIGN AND SUBMIT THE CLAIM FORM.

I have received notice of the Settlement, and I submit this Claim Form under the terms of the Settlement. I also submit to the jurisdiction of the United States District Court for the Northern District of California with regard to my claim and for purposes of enforcing the release of claims in the Settlement Agreement. I further acknowledge that I am bound by the terms of any Court judgment that may be entered in this Action and may not bring or continue pursuing any of the Released Claims against LinkedIn and/or the other Released Parties in a separate action. I agree to furnish additional information to support this claim if required to do so.

IF SUBMITTED ELECTRONICALLY:

By clicking this box, which constitutes my electronic signature, I hereby declare under the penalty of perjury under the laws of the United States of America that the foregoing attestations and all other information I have provided in support of my claim are true and correct.

IF SUBMITTED BY U.S. MAIL:

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing attestations and all other information I have provided in support of my claim are true and correct.

Dated: _____ Signature: _____

* * * *

IF SUBMITTED BY MAIL, PLEASE SEND THIS CLAIM FORM TO:

Perkins v. LinkedIn Corp., Settlement, c/o Gilardi & Co. LLC
P.O. Box [NUMBER]
[CITY], [STATE] [ZIP CODE]

THIS FORM MUST BE COMPLETED AND SUBMITTED ELECTRONICALLY TO THE SETTLEMENT ADMINISTRATOR AT OR BEFORE 11:59 P.M. PACIFIC TIME ON [MONTH] [DAY], [YEAR]. IF YOU ARE SUBMITTING THIS FORM BY U.S. MAIL, IT MUST BE POSTMARKED BY [MONTH] [DAY], [YEAR].

6. AFTER SUBMISSION OF FORM.

Any payments will be provided to claimants only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. Please be aware that the amount, if any, paid to each member of the Settlement Class who files an approved claim depends on the total number of approved claims. No one knows in advance how much each claimant's payment will be, and claimants may be paid nothing at all. Please be patient. If, after you submit a Claim Form, you change your postal or email address, it is your

responsibility to inform the Settlement Administrator of your updated information. You may do so by mail or email at the addresses above.

EXHIBIT B

EMAIL NOTICE

To: XXXXXXXXXXXX

From: XXXXXXXXXXXX

Re: LEGAL NOTICE OF SETTLEMENT OF CLASS ACTION

NOTICE OF PENDING CLASS ACTION AND NOTICE OF PROPOSED SETTLEMENT
PERKINS V. LINKEDIN CORP.

You are receiving this e-mail because you may have used LinkedIn's Add Connections feature between September 17, 2011 and October 31, 2014.

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

Why did I get this notice? This Notice relates to a proposed settlement ("Settlement") of a class action lawsuit ("Action") against LinkedIn Corporation ("LinkedIn") based on LinkedIn's alleged improper use of a service called "Add Connections" to grow its member base.

What is the Action about? The Action challenges LinkedIn's use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two "reminder emails" are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending [the connection invitations](#), ~~but did not find that members consented to LinkedIn sending the two reminder emails and thus dismissed related claims, leaving only claims based on reminder emails~~. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending [a connection invitation](#)s. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the ~~associated~~ connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys' fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means that it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the *pro rata* amount is so small that it cannot be distributed in a way that is economically feasible, payments will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

You may also learn more by clicking on the following links:

[Settlement Agreement](#)

[Class Action Complaint](#)

[Orders on Motions to Dismiss](#)

[Legal Representation](#)

[Attorneys' Fees](#)

[Cy Pres Recipients](#)

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	<u>If the Court gives final approval to the Settlement, this is the only way to be eligible to receive a payment, if the Court orders payment to Settlement Class Members.</u>	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF	This is the only option that allows you to retain your rights to sue LinkedIn about its alleged improper use of Add Connections to grow its member base.	Deadline: [Month] [Day], [Year]
OBJECT	<p>Write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. <u>You may mail your written objection to Judge Koh's Case System Administrator at the the Class Action Clerk at the following address: Robert F. Peckham Federal Building & United States Courthouse, c/o Class Action Clerk, 280 South 1st Street, Room 2112, San Jose, CA 95113. Alternatively, you also may file your written objection in person at any location of the United States District Court for the Northern District of California.</u></p> <p><u>You must also mail your written objection to Class Counsel and LinkedIn's Ceounsel. The addresses for Class Counsel are: Larry C. Russ, Esq., Russ August & Kabat, 12424 Wilshire Boulevard, 12th Floor, Los Angeles, CA 90025; Dorian S. Berger, Esq., Daniel P. Hipskind, Esq., Olavi Dunne LLP, 445 S. Figueroa St., Suite 3170, Los Angeles, CA 90071; and Michael W. Sobol, Esq., Nicholas R. Diamand, Esq., Melissa Gardner, Esq., Lieff, Cabraser, Heimann & Bernstein, LLP, 275 Battery Street, 29th Floor, San Francisco, CA 94111-3339. The address for LinkedIn's Ceounsel is: Jerome C. Roth, Esq., Munger, Tolles & Olson LLP, 560 Mission Street, 27th Floor, San Francisco, CA 94105.</u></p>	Deadline: [Month] [Day], [Year]

<p>GO TO THE “FINAL APPROVAL HEARING”</p>	<p>The Court will hold a “Final Approval Hearing” to consider the Settlement, the request for attorneys’ fees and expenses of the lawyers who brought the Action (“Class Counsel”), and the request for service awards of the plaintiffs who brought the Action (“Class Representatives”).</p> <p>You may, but are not required to, speak at the Final Approval Hearing about your any written objection you filed. If you intend to speak at the Final Approval Hearing, you must follow the procedures set forth in paragraph 6.3 of the Settlement Agreement when you serve your Objection <u>include your intention to do so in your written objection. Follow the procedure described above for providing your written objection to the Court as well as to Class Counsel and LinkedIn’s Ceounsel.</u></p>	<p>Deadline: [Month] [Day], [Year]</p>
<p>DO NOTHING</p>	<p>You will not receive a payment, even if the Court <u>the Court gives final approval to the Settlement</u> orders payment to Settlement Class Members. You will also be giving up any claims you may have against LinkedIn based on its alleged improper use of Add Connections to grow its member base. You may be eligible to receive the non-monetary benefits of the Settlement, <u>if the Court gives final approval to the Settlement</u> if the Settlement is finally approved.</p>	<p>No deadline</p>

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More information? For more information about the Settlement and how to take the actions described above, please visit [www.\[xxx\].com](http://www.[xxx].com) or write to the Settlement Administrator at *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code], [\[email@settlementname.com\]](mailto:[email@settlementname.com]). You may also contact Class Counsel by calling (xxx) xxx-xxxx.

Do Not Address Any Questions About The Settlement Or The Litigation To LinkedIn, The Clerk Of The Court, Or The Judge.

EXHIBIT C

WEBSITE NOTICE

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

PAUL PERKINS, *et al.*
Plaintiffs,

CASE No. 5:13-CV-04303-LHK

v.

LINKEDIN CORPORATION.
Defendant.

NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT

This Notice concerns a settlement (“Settlement”) of a class action lawsuit (“Action”) against LinkedIn Corporation (“LinkedIn”) based on LinkedIn’s alleged use of a service called Add Connections to grow its member base. If you are a LinkedIn member and used Add Connections between September 17, 2011 and October 31, 2014, you may be a “Settlement Class Member” in the Action and eligible for benefits under the Settlement.

Please read this Notice carefully. Your legal rights will be affected regardless of whether you do or do not act.

What is the Action about? The Action challenges LinkedIn’s use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two “reminder emails” are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending [the connection invitations](#), ~~– but did not find that members consented to LinkedIn sending the two reminder emails and thus dismissed related claims, leaving only claims based on reminder emails.~~ The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability.

What relief does the Settlement provide? LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation so members can make fully-informed decisions before sending [a connection invitation](#)s. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the ~~associated~~ connection invitation. LinkedIn has also agreed to pay \$13 million into a fund that can be used, in part, to make payments to members of the Settlement Class who file approved claims. Attorneys representing the Settlement Class will petition the Court for payment of the following from the fund: (1) reasonable attorneys’ fees, expenses, and costs up to a maximum of \$3,250,000, and (2) service awards for the Plaintiffs up to a maximum of \$1,500 each. The payment amount for members of the Settlement Class who file approved claims will be calculated on a *pro rata* basis, which means that it will depend on the total number of approved claims. If the number of approved claims results in a payment amount of less than \$10, LinkedIn will pay an additional amount up to \$750,000 into the fund. If the *pro rata* amount is so small that it cannot be distributed in a way that is economically feasible, payments

will be made, instead, to *Cy Pres* Recipients selected by the Parties and approved by the Court. No one knows in advance whether or in what amount payments will be made to claimants.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	<u>If the Court gives final approval to the Settlement,</u> this is the only way to be eligible to receive a payment, <u>if the Court orders payment to Settlement Class Members.</u>	Deadline: [Month] [Day], [Year]
EXCLUDE YOURSELF	This is the only option that allows you to retain your rights to sue LinkedIn about its alleged improper use of Add Connections to grow its member base.	Deadline: [Month] [Day], [Year]
OBJECT	<p>Write to the Court about why you object to (i.e., don't like) the Settlement and think it shouldn't be approved. <u>You may mail your written objection to Judge Koh's Case System Administrator at the the Class Action Clerk at the Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113.</u> <u>Alternatively, you may file your written objection in person at any location of the United States District Court for the Northern District of California.</u></p> <p><u>You must also mail your written objection to Class Counsel and LinkedIn's Ceounsel. The addresses for Class Counsel are: Larry C. Russ, Esq., Russ August & Kabat, 12424 Wilshire Boulevard, 12th Floor, Los Angeles, CA 90025; Dorian S. Berger, Esq., Daniel P. Hipskind, Esq., Olavi Dunne LLP, 445 S. Figueroa St., Suite 3170, Los Angeles, CA 90071; and Michael W. Sobol, Esq., Nicholas R. Diamand, Esq., Melissa Gardner, Esq., Lieff, Cabraser, Heimann & Bernstein, LLP, 275 Battery Street, 29th Floor, San Francisco, CA 94111-3339. The address for LinkedIn's Ceounsel is: Jerome C. Roth, Esq., Munger, Tolles & Olson LLP, 560 Mission Street, 27th Floor, San Francisco, CA 94105.</u></p>	Deadline: [Month] [Day], [Year]
GO TO THE "FINAL APPROVAL HEARING"	<p>The Court will hold a "Final Approval Hearing" to consider the Settlement, the request for attorneys' fees and expenses of the lawyers who brought the Action ("Class Counsel"), and the request for service awards to the Plaintiffs who brought the Action ("Class Representatives").</p> <p><u>You may, but are not required to, speak at the Final Approval Hearing about your written any o</u>Objection you filed. <u>If you intend to speak at the Final Approval Hearing, you must include your intention to do so in your written objection. Follow the procedure described above for providing your</u></p>	Deadline: [Month] [Day], [Year]

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	written objection to the Court as well as to Class Counsel and LinkedIn’s Ceounsel, follow the procedures set forth in Section 14 below when you serve your Objection.	
DO NOTHING	You will not receive a payment, even if the Court orders payment to Settlement Class Members gives final approval to the Settlement . You will also be giving up any claims you may have against LinkedIn based on its alleged improper use of Add Connections to grow its member base. You may be eligible to receive the non-monetary benefits of the Settlement, if the Court gives final approval to the Settlement if the Settlement is finally approved .	No deadline

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- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. **Please be patient.**

BACKGROUND INFORMATION

1. Why did I get this notice?

You received this Notice because a settlement has been reached in the Action. According to LinkedIn’s available records, you may be a Settlement Class Member and may be entitled to the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 19 below.

2. Why is this a class action?

In a class action lawsuit, one or more people called Plaintiffs (in this Action, Paul Perkins, Pennie Sempell, Ann Brandwein, Erin Eggers, Clare Connaughton, Jake Kushner, Natalie Richstone, Nicole Crosby, and Leslie Wall) sue on behalf of other people who have similar

claims (“Settlement Class Members”). For purposes of this Settlement, one court will resolve the issues for all Settlement Class Members, except for those people who properly exclude themselves from the Settlement Class, as explained in Section 13 below. The company sued in this case, LinkedIn, is called the Defendant.

3. What is this lawsuit about?

The Action challenges LinkedIn’s use of a service called Add Connections to grow its member base. Add Connections allows LinkedIn members to import contacts from their external email accounts and email connection invitations to one or more of those contacts inviting them to connect on LinkedIn. If a connection invitation is not accepted within a certain period of time, up to two emails are sent reminding the recipient that the connection invitation is pending. The Court found that members consented to importing their contacts and sending [the connection invitations](#), ~~but did not find that members consented to LinkedIn sending the two reminder emails and thus dismissed related claims, leaving only claims based on reminder emails~~. The Plaintiffs contend that LinkedIn members did not consent to the use of their names and likenesses in those reminder emails. LinkedIn denies these allegations and any and all wrongdoing or liability. No court or other entity has made a judgment or other determination of any liability. Plaintiffs asserted violations of (1) California’s common law right of publicity; (2) California’s Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*) (the “UCL”); (3) the Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*; (4) the federal Wiretap Act, 18 U.S.C. §§ 2510, *et seq.*; (5) California Penal Code § 502; and (6) the California Invasion of Privacy Act, Cal. Penal Code §§ 630, *et seq.*

For information about how to learn about what has happened in the Action to date, please see Section 19 below.

4. Why is there a Settlement?

The Court has **not** decided that the Plaintiffs or LinkedIn should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Settlement Class Members will receive relief when the Settlement is final, rather than years from now, if at all.

In granting preliminary approval of the Settlement, the Court appointed Plaintiffs as Class Representatives and the lawyers who brought this Action as Class Counsel.

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

The Court has decided that everyone who fits this description is a Settlement Class Member for purposes of the proposed Settlement:

All current and former LinkedIn members who used Add Connections to import information from external email accounts and send emails to persons who were non-members in which the

member's name, photograph, likeness and/or identity was
displayed between September 17, 2011 and October 31, 2014.

THE PROPOSED SETTLEMENT

6. What relief does the Settlement provide to the Settlement Class Members?

~~If the Court gives final approval to the Settlement~~~~If the proposed Settlement is approved by the Court~~, and after any appeals are resolved, LinkedIn has agreed to the following:

- **Injunctive Relief.** LinkedIn has revised disclosures, clarifying that up to two reminders are sent for each connection invitation. In addition, by the end of 2015, LinkedIn will implement new functionality allowing members to stop reminders from being sent by canceling the ~~associated~~ connection invitation.
- **Settlement Fund.** LinkedIn has also agreed to pay \$13 million into a fund that will be used to make payments to Settlement Class Members who file valid and timely claims (“Authorized Claimants”), any attorneys’ fees and costs awarded by the Court to Class Counsel, any service awards paid to the Class Representatives, and any costs incurred by the Settlement Administrator. The part of the Settlement Fund that will be used to pay claims made by Authorized Claimants is called the Net Settlement Fund.
 - The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, which means the payment amount depends on the number of Authorized Claimants. If the number of Authorized Claimants results in a payment amount of less than \$10, LinkedIn will add an additional amount of up to \$750,000 ~~will be added~~ to the \$13 million fund.
 - No one knows in advance whether or in what amount payments will be made to Settlement Class Members. If the number of Authorized Claimants results in a *pro rata* payment amount that the Parties, in consultation with the Settlement Administrator and the mediator, believe is not economically feasible to distribute to Authorized Claimants, Class Counsel will submit for Court approval as part of the Final Order and Judgment an alternative plan of distribution under which the Settlement Administrator will distribute the Net Settlement Fund to the *Cy Pres* Recipients.
 - The *Cy Pres* Recipients are as follows: Access Now, Electronic Privacy Information Center (“EPIC”), and Network for Teaching Entrepreneurship (“NTEF”).

7. Will the Class Representatives receive any compensation for their efforts in bringing this Action?

The Class Representatives will request a service award of up to \$1,500 (each) for their services as class representatives and their efforts in bringing the Action. The Court will make the final decision as to the amount to be paid to the Class Representatives.

HOW TO REQUEST PAYMENT – SUBMITTING A CLAIM FORM

8. How can I get a payment?

To qualify for payment, Settlement Class Members must send in a Claim Form. A Claim Form is accessible by clicking [HERE](#). Read the instructions on the Claim Form carefully, fill out all the information requested, and submit it electronically by 11:59 p.m. Pacific Time on [Month] [Day], [Year].

Alternatively, a copy of the Claim Form can be obtained from the Settlement Website [www.\[xxx\].com](#) or from the Settlement Administrator at the address below and submitted by postal mail. If a completed Claim Form is submitted by mail it must be submitted to the below address and postmarked by [Month] [Day], [Year].

Perkins v. LinkedIn Corp., Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]

9. When will I get a payment if I submit a Claim Form?

If a Settlement Class Member submits a timely and valid Claim Form by [Month] [Day], [Year], and the Court ~~gives final approval to the Settlement orders payment to Authorized Claimants~~, the Authorized Claimant will receive his or her payment about 90 days after the Court ~~gives~~ final approval of the Settlement, assuming that no one files an appeal challenging the Settlement. The Claim Form allows Settlement Class Members to choose between payment via Automated Clearing House (ACH) transfer and payment via physical check.

THE LAWYERS REPRESENTATION

10. Do I have a lawyer in this case?

The Court has ordered that Russ, August & Kabat; Lieff, Cabraser, Heimann & Bernstein, LLP; and Olavi Dunne LLP (“Class Counsel”) will represent the interests of all Settlement Class Members. ~~Settlement Class Members will not be separately charged for these lawyers.~~ If you want to be represented by your own lawyer, you may hire one at your own expense.

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11. How will Class Counsel~~the lawyers~~ be paid?

When Class Counsel ask the Court to approve the settlement, they will also apply to the Court for an award of attorneys' fees, costs, and expenses up to a maximum of \$3,250,000 to be paid from the \$13 million settlement fund. The Court will make the final decision as to the amounts to be paid to Class Counsel.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

12. What do Settlement Class Members give up to obtain relief under the Settlement?

If the Settlement is approved, the Court will enter a Final Order and Judgment dismissing the Action "with prejudice" (i.e., meaning that it cannot be filed again).

Upon the entry of the Final Order and Judgment, Plaintiffs and all Settlement Class Members who do not validly and timely request to be excluded from the proposed Settlement, and each of their respective present, former, and future heirs, executors, administrators, representatives, agents, attorneys, partners, predecessors-in-interest, successors, assigns, and legatees (collectively the "Releasing Parties") shall be deemed to have fully, finally, and forever released, relinquished, and discharged against LinkedIn and any and all of its present or former heirs, executors, estates, administrators, predecessors, successors, assigns, parents, subsidiaries, associates, affiliated and related entities, employers, employees, agents, representatives, consultants, independent contractors, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, investment bankers, insurers, underwriters, shareholders, lenders, auditors, investment advisors, and any and all present and former companies, firms, trusts, corporations, officers, directors, other individuals or entities in which LinkedIn has a controlling interest or which is affiliated with any of them, or any other representatives of any of these persons and entities (collectively the "Released Parties"), any and all actions, causes of action, claims, demands, liabilities, obligations, damages (including, without limitation, punitive, exemplary and multiple damages), penalties, sanctions, losses, debts, contracts, agreements, attorneys' fees, costs, expenses, and rights of any nature and description whatsoever, whether based on federal, state, or local statutes, common law, regulations, rules or any other law of the United States or foreign jurisdiction, known or unknown, fixed or contingent, suspected or unsuspected, in law or in equity, that were asserted or could have been asserted arising from or related to allegations in the Action regarding the alleged use of Add Connections to grow LinkedIn's member base, including, without limitation, (i) accessing, importing, storing and/or using information from LinkedIn members' external email accounts; (ii) using LinkedIn members' names, photographs, likenesses, and/or identities in emails relating to Add Connections; or (iii) related disclosures, representations, and omissions ("Released Claims").

In addition, the Releasing Parties expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, and any law or legal principle of similar effect in any jurisdiction, whether federal or state. Section 1542 of the California Civil Code provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

The Releasing Parties fully understand that the facts on which this Settlement Agreement is executed may be different from the facts now believed by the Releasing Parties and their Counsel to be true, and they expressly accept and assume the risk of this possible difference in facts and agree that this Settlement Agreement remains effective despite any difference in facts. Further, the Releasing Parties agree that this waiver is an essential and material term of this release and the Settlement that underlies it and that without such waiver the Settlement would not have been accepted.

The precise definitions of the capitalized terms in the paragraph above can be found in the Settlement Agreement, which is located online at [www.\[xxx\].com](http://www.[xxx].com) or may be obtained by requesting it from the Settlement Administrator: *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code], email@settlementname.com.

Unless you exclude yourself, you will remain in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

If you exclude yourself from the Settlement Class, you would retain the right to bring a claim against LinkedIn, but you would not have representation provided for you through this lawsuit, and would be responsible for hiring your own attorney at your own expense.

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

13. How do Settlement Class Members exclude themselves from the Settlement?

Persons who fall within the definition of the Settlement Class who do not want to be a part of the Settlement must send a written request to the Settlement Administrator, at the address below, postmarked on or before [Month] [Day], [Year].

Perkins v. LinkedIn Corp., Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]

This request must include the case number of the Action (Case No. 5:13-CV-04303-LHK), your name, address, email address, phone number and signature, and a statement that you wish to be excluded from the Settlement Class. If the exclusion request does not include all of this information, or if it is sent to an address other than the above, or if it is not postmarked within the time specified, it will be invalid, and you will remain a member of the Settlement Class and be bound as a Class Member by the Settlement Agreement, if approved. "Mass" or "class" opt-outs purporting to be made on behalf of multiple persons or classes of persons shall not be allowed.

If you submit a valid request to be excluded from the Class, you will not be a part of the Settlement, will not be eligible to make a claim for payment (as described in Section 8 above), will not be bound by the Final Order and Judgment entered in the Action, and will not be precluded from bringing any individual claim against LinkedIn based on the conduct complained of in the Action. If a claimant also submits a request for exclusion from the class and settlement, the request for exclusion will be ignored.

HOW TO OBJECT TO THE SETTLEMENT

14. How do I tell the Court that I do not like the Settlement?

At the date, time, and location stated in Section 17 below, the Court will hold a Final Approval Hearing to determine if the Settlement is fair, reasonable, and adequate, and to also consider Class Counsel's request for an award of attorneys' fees and expenses, and a service award to the Class Representatives.

If you have not submitted a timely and valid exclusion request and wish to object to the Settlement or to the award of attorneys' fees, expenses, or service awards, you must submit to the Court and ~~serve upon~~ mail to Class Counsel and LinkedIn's Counsel a written objection ("Objection") by [Month] [Day], [Year] that complies with the following requirements.

Written objections must be signed by the objector and must include: (1) the name of the Action and case number, "*Perkins v. LinkedIn Corp.*, Case No. 5:13-CV-04303-LHK"; (2) the objector's name, address, telephone number, and email address; (3) the basis upon which the objector claims to be a Settlement Class Member; (4) the grounds for the objection, including any supporting law or evidence, if any; (5) the name and contact information of attorneys representing, advising, or assisting the objector in connection with the objection or who may profit from the pursuit of the objection; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing personally or through counsel. Written objections must be submitted to the Court, either by mailing them to Judge Koh's Case System Administrator at the Class Action Clerk at the Robert F. Peckham Federal Building & United States Courthouse, 280 South 1st Street, Room 2112, San Jose, CA 95113, or by filing them in person at any location of the United States District Court for the Northern District of California.

You may, but need not, submit your written objection through an attorney of your choice. If you do make your objection through an attorney, you will be responsible for your own attorney's fees and costs. Objections filed by attorneys registered for e-filing with this Court on behalf of Settlement Class Members must be filed through the Court's electronic court filing ("ECF") system located at <https://ecf.cand.uscourts.gov/cand/index.html>. An objection filed with the Court via ECF may redact the objector's telephone number or email address, so long as the unredacted version is ~~served on~~ mailed to both Class Counsel and LinkedIn's Counsel at the following addresses:

Class Counsel

Larry C. Russ, Esq.
~~Berger, Esq.~~
 Russ August & Kabat
~~P. Hipskind, Esq.~~

LinkedIn's Counsel

Jerome C. Roth, Esq. ~~Dorian S.~~
Munger, Tolles & Olson LLP ~~Daniel~~

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12424 Wilshire Boulevard, 12th Floor
~~Dunne LLP~~
Los Angeles, CA 90025
~~Figueroa St., Suite 3170~~

~~560 Mission Street, 27th Floor Olavi~~
~~San Francisco, CA 94105445-S.~~
~~Los Angeles, CA 90071~~

~~Michael W. Sobol, Esq.~~
~~Nicholas R. Diamand, Esq.~~
~~Melissa Gardner, Esq.~~
~~Lieff, Cabraser, Heimann & Bernstein, LLP~~
~~275 Battery Street, 29th Floor~~
~~San Francisco, CA 94111-3339~~

LinkedIn's Counsel

~~Jerome C. Roth, Esq.~~
~~Munger, Tolles & Olson LLP~~
~~560 Mission Street, 27th Floor~~
~~San Francisco, CA 94105~~

The date of an objection is deemed to be the date on which it is filed with the Court. For the purposes of ECF transmission, transmission must be complete by 11:59 p.m. (Pacific Time) on [Month] [Day], [Year].

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL APPROVAL HEARING.

You are not required to appear at the Final Approval Hearing. But, if you file and [serve-mail](#) a timely objection that complies with this paragraph, you may appear at the Final Approval Hearing, either in person or through an attorney of your own choice hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement, or to the award of attorneys' fees, expenses, and costs or to the service awards to the Plaintiffs.

If you or your attorney intend to appear at the Final Approval Hearing, you must state in your written objection that you and/or your attorney intend to appear and speak at the Final Approval Hearing.

15. What is the difference between excluding myself and objecting to the Settlement?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

16. What is the Final Approval Hearing?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the Class Representatives.

17. When and where is the Final Approval Hearing?

The Court will hold the Final Approval Hearing at [time] on [Month] [Day], [Year] in Courtroom 8 of the United States Courthouse, 4th Floor, 280 South 1st Street, 4th Floor, San Jose, CA 95113. The hearing may be postponed to a different date or time or location without notice. Please check [www.\[xxx\].com](http://www.[xxx].com) for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date or time of the Final Approval Hearing changes, an update to the Settlement Website will be the only way you will be informed of the change.

18. May I speak at the hearing?

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

You may attend, but you do not have to. As described above in Section 14, you may speak at the Final Approval Hearing only if (a) you have timely ~~erved and filed an Objection~~ mailed your written objection to the Court (or filed it with the Court) and timely mailed your written objection to Class Counsel and LinkedIn's Counsel, and (b) followed the procedures set forth in Section 14 above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing.

If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

GETTING MORE INFORMATION & UPDATING INFORMATION

19. How do I get more information?

To see a copy of the Settlement Agreement (which defines capitalized terms used in this notice and provides a brief summary of what has happened in the Action), the Court's preliminary approval order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement Website located at: [www.\[xxx\].com](http://www.[xxx].com).

Alternatively, you may contact the Settlement Administrator at: *Perkins v. LinkedIn Corp.*, Settlement, c/o Gilardi & Co. LLC [Address], [City], [State] [ZIP Code].

The above description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file for the Action, you should visit the website of the Administrative Office of the U.S. Courts, PACER Service Center, located at <http://pacer.psc.uscourts.gov/>. You may also visit or call the Clerk's office at the United States ~~District Court for the Northern District of California, San Jose Courthouse, located at~~ 280 South 1st Street, Room 2112, San Jose, CA 95113. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

You may also contact Class Counsel by calling (XXX) XXX-XXXX.

20. What if my address or other information changes after I submit a Claim Form?

If, after you submit a claim form, you change your postal or email address, it is your responsibility to inform the Settlement Administrator of your updated information. You may do so either by mail or email at the addresses below:

Perkins v. LinkedIn Corp. Settlement
c/o Gilardi & Co. LLC
[Address]
[City], [State] [ZIP Code]
[email@settlementname.com]

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO LINKEDIN, THE CLERK OF THE COURT, OR THE JUDGE.

Dated: [Month] [Day], [Year]

By: Order of the Northern District of California
HONORABLE LUCY H. KOH
JUDGE OF THE U.S. DISTRICT COURT