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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

STUART AMBLER, on behalf of himself and all others similarly situated,

Plaintiff,

v.

LINKEDIN CORPORATION, a Delaware corporation doing business as LinkedIn, and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV049040

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT

This Class and Representative Action Settlement Agreement (this "Settlement" or "Agreement") is made by and between Plaintiff Stuart Ambler ("Plaintiff"), on behalf of himself and all others similarly situated, and Defendant LinkedIn Corporation ("LinkedIn" or "Defendant"). Plaintiff and Defendant collectively are referred to in this Agreement as the "Parties."

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

A. "Action" means the civil action titled *Stuart Ambler v. LinkedIn Corporation*, Case No. 23CV049040, pending in the Alameda County Superior Court.

B. "Aggrieved Employee" means a Class Member who worked during the PAGA Period.

C. "Agreement" or "Settlement Agreement" means this Class and Representative Action Settlement Agreement.

D. "Class" means all current and former employees who are or were employed by Defendant at any time from October 27, 2019 to February 27, 2025, and who worked in California during this time period in Software Engineering job titles or job families, including but not limited to Software Engineers, Senior Software Engineers, and/or Staff Software Engineers. Defendant has represented that it is readily able to identify these individuals from its records.

E. "Class Counsel" means Hunter Pyle Law.

F. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiff and the Class in the Action, and any expenses they have incurred, and will incur, in connection with the Covered Claims.

G. "Class Members" means all members of the Class.

H. "Class Notice" means the Notice of Proposed Class and Representative Action

Settlement and Final Approval Hearing as evidenced by **Exhibit A** to this Agreement and incorporated by reference into this Agreement.

I. "Class Period" means the period from October 27, 2019 through February 27, 2025.

J. "Class Representative Service Payment" means the special payment made to Plaintiff in his capacity as Class Representative to compensate him for initiating and pursuing the Covered Claims, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the release described in Section III.I.4 of the Settlement.

K. "Court" means the Alameda County Superior Court.

L. "Complaint" means the operative Second Amended Complaint for Damages and Injunctive Relief filed by Plaintiff in the Action on May 31, 2024.

M. "Covered Claims" means the claims that have been alleged, or reasonably could have been alleged, in the Complaint and LWDA PAGA Notices based on the facts alleged.

N. "Effective Date" means the date by which all of the following have occurred:

a. The Court enters the Judgment; and

b. The Judgment becomes Final.

O. "Final" means that the Settlement has been finally approved by the Court, and either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the date for further appeal has passed without further appeal; (2) the California Court of Appeal has rendered a final judgment affirming the Court's final approval without material modification and the further appeals have been resolved without material modification of the final approval order; or (3) the applicable date for seeking appellate review of the Court's final approval of the Settlement has passed without a timely appeal or request for review having been made.

P. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement.

Q. "Judgment" means the Order Granting Final Approval of Class and Representative Action Settlement and Entering Final Judgment entered by the Court.

R. "LinkedIn's Counsel" or "Defendant's Counsel" means Orrick, Herrington & Sutcliffe LLP.

S. "LWDA PAGA Notices" means the notice of alleged violations of the California Labor Code that Plaintiff filed with the Labor Workforce Development Agency ("LWDA") dated October 6, 2023 and amended on October 27, 2023 (LWDA-CM-986201-23), attached as **Exhibit B**.

T. "LWDA Payment" means the amount payable from the PAGA Allocation to the LWDA as specified in Section III.B.3 of this Agreement.

U. "Maximum Settlement Amount" means the total maximum amount to be paid by LinkedIn as provided by Section III.A of this Agreement.

V. "Net Settlement Amount" means the amount from the Maximum Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the PAGA Allocation; (b) the Settlement Administrator's fees and expenses; (c) the Class Representative Service Payment; and (d) the Class Counsel Fees and Expenses Payment.

W. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.*

X. "PAGA Allocation" means the amount from the Maximum Settlement Amount allocated to the settlement of the PAGA claim amounting to $170,000. Seventy-five percent (75%) of the PAGA Allocation will be paid to the LWDA as the LWDA Payment, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees as PAGA Payments.

Y. "PAGA Payment" means the amount payable from the PAGA Allocation to Aggrieved Employees, regardless of whether they seek exclusion from the Class

Settlement, in settlement of their PAGA claims.

Z. "PAGA Period" means the period from October 6, 2022 to February 27, 2025.

AA. "Participating Class Members" means all Class Members who do not timely and validly elect not to participate in the Settlement.

BB. "Preliminary Approval of the Settlement" means the Court's preliminary approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts than sought for the Class Representative Service Award or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

CC. "Released Parties" means LinkedIn Corporation, including any of its predecessors, successors, subsidiaries, parent companies, partners, current and past employees, insurers, agents, consultants, legal representatives and any other related entities and all of their past, present and future officers, shareholders, owners, members, directors, partners, agents, managers, lawyers, employees, assigns, insurers, predecessors-in-interest, successors-in-interest, and underwriters.

DD. "Settlement" means the Parties' agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities alleged in, arising from or related to the Action.

EE. "Settlement Administrator" means Simpluris Inc., the administrator proposed by the Parties and appointed by the Court to administer the Settlement.

FF. "Settlement Share" means the portion of the Net Settlement Amount allocable to each Class Member as provided by this Agreement.

II. RECITALS

A. On October 6, 2023, Plaintiff provided notice to the LWDA that he was asserting claims under California's Private Attorneys General Act ("PAGA") for the violations of the Labor Code as alleged in the Complaint. On October 27, 2023, Plaintiff submitted an amended notice clarifying the name of Defendant.

B. On October 27, 2023, Plaintiff filed his original complaint in this Court asserting individual and putative class claims for (1) failure to reimburse expenses under Labor Code Section 2802 ("Section 2802") and (2) unfair business practices under Business & Professions Code Section 17200. Plaintiff has since filed two amended complaints, including the operative May 31, 2024 Complaint, which also asserts a claim for PAGA penalties based on the Section 2802 claim.

C. On February 27, 2025, the Parties attended a full day of mediation with Michael Dickstein, Esq., which ended in an agreement in principle to settle the claims in this Action.

III. SETTLEMENT TERMS AND CONDITIONS

A. Maximum Settlement Amount. Subject to the terms and conditions of this Agreement, the Maximum Settlement Amount is one million and five-hundred thousand dollars and zero cents ($1,500,000.00). The Maximum Settlement Amount will cover: (a) all Settlement Share payments to Participating Class Members; (b) the PAGA Allocation; (c) the Settlement Administrator's fees and expenses; (d) the Class Representative Service Payment; and (e) the Class Counsel Fees and Expenses Payment. The Maximum Settlement Amount will not cover the employer's share of any payroll taxes assessed on settlement payments to Class Members, if any.

B. Payments to Plaintiff, Class Counsel, the LWDA, and the Settlement Administrator. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1. To Plaintiff: In addition to Plaintiff's Settlement Share, Plaintiff will apply to the Court for an award of not more than $10,000 as Plaintiff's Class Representative Service Payment in consideration of initiating and pursuing the Action, undertaking the risk of liability for attorneys' fees and expenses in the event he was unsuccessful in the prosecution of the Action, and granting the release provided for in section III.I.4 of this Agreement. Defendant will not oppose a Class Representative Service Payment of $10,000 to Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court (but not more than $10,000) out of the Maximum Settlement Amount. If the Court approves a Class Representative Service Payment of less than $10,000, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than $500,000 for attorneys' fees (1/3 of the Maximum Settlement Amount) and not more than $25,000 for expenses as their Class Counsel Fees and Expenses Payment, and Defendant will not oppose their request. If the Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount for pro rata allocation to all Class Members based on Settlement Shares.

3. **To LWDA and Aggrieved Employees:** The Parties have agreed that $170,000 of the Maximum Settlement Amount will be allocated to the settlement of the PAGA claim for civil penalties. Of the PAGA Allocation, 75% or $127,500 will be paid to the LWDA (the "LWDA Payment"), and 25% or $42,500 will be distributed to Aggrieved Employees, regardless of whether they opt out of the Settlement, *pro rata* based on the number of months worked by each Aggrieved Employee during the PAGA Period compared to the aggregate number of months worked by all Aggrieved Employees during the PAGA period. The Settlement Administrator will pay the PAGA Allocation approved by the Court out of the Maximum Settlement Amount. If the Court approves a PAGA Allocation of less than $75,000, the remainder will be retained in the Net Settlement Amount for *pro rata* allocation to all Class Members based on Settlement Shares. If the Court orders a PAGA Allocation greater than $75,000, the difference will come out of the Maximum Settlement Amount.

4. **To Settlement Administrator:** Class Counsel will apply to the Court for an award of not more than $32,000 to cover the Settlement Administrator's fees and expenses. From the Maximum Settlement Amount, the Settlement Administrator will retain for itself the amount awarded by the Court and then distribute the Net Settlement Amount.

C. **Payments to Class Members.** The Settlement Administrator will distribute the Net Settlement Amount to all Participating Class Members *pro rata* based on the ratio calculated by the number of months worked during the Class Period by each individual Participating Class Member divided by the aggregate number of months worked by all Participating Class Members during the Class Period.

D. **Tax Treatment.**

1. The Settlement Shares of Participating Class Members shall be reported to taxing authorities as follows:

a. Seventy-seven point three percent (77.3%) of each Settlement Share (the "W-2 Portion") is intended to settle each Participating Class Member's claims for unpaid/unreimbursed costs. Accordingly, the W-2 Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Participating Class Member a Form W-2 with respect to the W-2 Portion. Defendant will be responsible for separately paying the employer's share of any payroll taxes assessed on these payments.

b. Twenty-two point seven percent (22.7%) of each Settlement Share (the "1099 Portion") is intended to settle each Participating Class Member's claims for interest. Accordingly, the 1099 Portion of the Settlement Share will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Participating Class Member a Form 1099 with respect to the 1099 Portion of the Settlement Share.

c. One hundred percent (100%) of each PAGA Payment is intended to settle each Aggrieved Employee's claim for a portion of any civil penalties assessed in relation to the settlement of Plaintiff's PAGA claim. Accordingly, PAGA Payments will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Aggrieved Employee a Form 1099 with respect to the PAGA Payment.

2. Tax deductions and withholdings will not be taken from the Class Representative Service Payment, and the Settlement Administrator will issue to Plaintiff a Form 1099 with respect to the Class Representative Service Payment.

3. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.

E. **<u>Appointment of Settlement Administrator.</u>** The Parties will ask the Court to appoint Simpluris Inc. to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include all tasks related to settlement administration, such as, preparing, printing, and mailing the Class Notices to the Class Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice to the Class Member's new address; emailing Class Members about the Settlement; receiving Class Member opt-outs from the Settlement and Class Member objections to the Settlement; establishing a Qualified Settlement Fund ("QSF"); providing the Parties with weekly status reports about the delivery of Class Notices, Class Member objections to the Settlement, and the receipt of Class Member opt-outs from the Settlement; issuing the checks to effectuate the payments due under the Settlement; tracking the cashing of settlement checks; preparing Form W-2s and 1099s and completing required reports to tax authorities; and otherwise administering the Settlement pursuant to this Agreement.

F. **Establishment of Qualified Settlement Fund.** The Settlement Administrator shall serve as Trustee of the Maximum Settlement Amount and shall act as a fiduciary with respect to the handling, management, and distribution of the Maximum Settlement Amount. The Settlement Administrator shall act in a manner necessary to qualify the Maximum Settlement Amount as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and to maintain that qualification.

The parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

G. **Payment of Federal, State, and Local Taxes.** The parties recognize that the awards to eligible Class Members and Aggrieved Employees will be subject to applicable tax withholding and reporting, which will be handled as follows: The Settlement Administrator shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement, including the handling of tax-related issues and payments. Specifically, the Settlement Administrator shall be responsible for withholding, remitting, and reporting any required employment and withholding taxes from the QSF.

The Settlement Administrator shall be responsible to satisfy from the QSF any and all federal, state, and local employment and withholding taxes, including, without limitation, federal and state income tax withholding, FICA, FUTA, SUTA, Medicare, and any state employment taxes, but not including the employer's share of any payroll taxes, which Defendant shall pay separately from the QSF. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting), and any and all taxes, penalties, and other obligations with respect to the payments or distributions from the QSF not otherwise addressed herein.

All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Maximum Settlement Amount, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the Maximum Settlement Amount is held and does not qualify as a QSF for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and (ii) expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses"), shall be paid out of the Maximum Settlement Amount. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Maximum Settlement Amount. The parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this paragraph.

In the event that it is subsequently determined by a tax authority that any Plaintiff, Participating Class Member, Aggrieved Employee, or Class Counsel owes any additional taxes with respect to any money distributed under this Settlement, it is expressly agreed that the determination of any tax liability is between the payment recipient and the tax authorities, and that other than as to the employer's share of any payroll taxes Defendant shall not be responsible for the payment of such taxes, including any interest and/or penalties. Defendant makes no representations as to the tax treatment or legal effect of any payments pursuant to this Agreement, and Plaintiff and Participating Class Members are not relying on any statement or representation by Defendant or Defense Counsel in this regard.

H. <u>Procedure for Approving Settlement.</u>

1. Motion for Preliminary Approval.

a. On or before May 9, 2025, Class Counsel will file an unopposed motion (the "Motion for Preliminary Approval") with the Court for an order granting Preliminary Approval of the Settlement, certifying the Class, setting a date for the Final Approval Hearing, and approving and authorizing the dissemination of the Class Notices. Class Counsel will also submit a proposed order granting the motion in the form evidenced by **Exhibit C** to this Agreement.

b. Pursuant to PAGA, concurrently with filing the Motion for Preliminary Approval, Plaintiff will submit this Agreement and the moving papers to the LWDA. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.

c. Should the Court decline to preliminarily approve all material aspects of the Settlement, or should the Court order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer in a good faith effort to amend the Settlement. In the event that the Parties cannot agree, either may void the Settlement. In that event, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Class Representative Service Payment, the PAGA Allocation, or the Class Counsel Fees and Expenses Payment will not be material changes to the Settlement.

2. **Notice to Class Members.** After the Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be provided with the appropriate Class Notice as follows:

a. Within thirty (30) days after the Court enters its order granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator the following information for each Class Member: name, employee ID, last-known address, personal e-mail address, last-four digits of social security number, number of months worked during the Class Period, and number of months worked during the PAGA Period, as reflected in Defendant's records during the relevant period. The Settlement Administrator will keep this information confidential and not disclose it to anyone except in order to carry out the efforts described in section III.E and to disseminate the applicable Class Notice pursuant to this Agreement, or pursuant to Defendant's express written authorization or by order of the Court.

b. Within 14 days after receiving the Class Member information from Defendant, the Settlement Administrator will mail and e-mail (to the extent email addresses are known) each Class Member the applicable Class Notice pursuant to this Agreement, which will include the estimated Settlement Share that the Class Member may qualify to receive and, if the Class Member is also an Aggrieved Employee, the estimated PAGA Payment. Prior to mailing the notice, the Settlement Administrator will use a national change of address database to ensure the addresses are up to date.

c. The Settlement Administrator will perform a skip-trace search and re-mail all Class Notices that are returned as undelivered on or before the deadline to opt out of the Settlement. The deadline to opt out will be extended by 15 calendar days for Class Members to whom a Class Notice is re-mailed.

d. Each week, the Settlement Administrator will provide to Class Counsel and Defense Counsel a report showing whether any Class Notices have been returned and re-mailed and the receipt of any opt-outs, and/or objections to the Settlement.

3. Objections to Settlement; Opt-Outs from Settlement by Class Members. Class Members may submit objections to the Settlement or opt out from the Settlement pursuant to the following procedures:

a. Objections to Settlement. In order for any Class Member to object to this Agreement, or any term of it, the person making the objection must not submit a Request for Exclusion. A Class Member making an objection, personally or through an attorney, may submit their objection to the Settlement Administrator by mail postmarked no later than sixty (60) days after the Class Notice was initially mailed to the Class Member. The objection should include a written statement of the grounds for the objection, signed by the objecting

Class Member or their attorney, along with all supporting papers. The Settlement Administrator shall send any objections it received to Defense Counsel and Class Counsel within three (3) business days of receipt. Class Members may also appear personally or through an attorney, at their own expense, at the Final Approval hearing to present his or her objection directly to the Court. If a Class Member objects to the Agreement, and does not submit a valid Request for Exclusion, the Class Member will remain a Class Member and if the Court approves this Agreement, the Class Member will be bound by the terms of the Agreement and Final Approval in the same way and to the same extent as a Class Member who does not object. The date of mailing of the Notice to the objecting Class Member shall be conclusively determined according to the records of the Settlement Administrator. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections. Any Class Member who submits an objection may also participate in the Settlement. The Parties shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections and/or appeals arising therefrom.

b. **Request for Exclusion.** The Class Notice will provide that Class Members may exclude themselves from the Settlement by mailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement ("Exclusion Letter"), postmarked no later than 60 days after the Settlement Administrator originally mailed the Class Notice. The Exclusion Letter must include the Class Member's name and the following statement or a substantively similar statement: "I request to be excluded from the class action

Settlement in the matter of *Ambler v. LinkedIn Corporation,* Case No. 23CV049040, Alameda County Superior Court." If a question is raised about the authenticity of an Exclusion Letter, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Class Member who timely submits a valid Exclusion Letter will not participate in or be bound by the Settlement and the Judgment, will not be entitled to any payment from the Settlement, and will not have any right to object to, appeal from, or comment on the Settlement. However, all Class Members who are also Aggrieved Employees will release any and all PAGA Claims for civil penalties related to the released claims described in section III.I.2, and will receive a portion of the amount set aside for PAGA Payments, regardless of whether they submit an Exclusion Letter.

(1) Plaintiff, as the Class Representative, agrees he will not request exclusion from the Settlement.

c. **Report.** Not later than ten (10) days after the deadline for Class Members to opt-out of the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs.

4. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement. This provision does not, however, prevent Class Counsel from advising any Class Member who contacts them about the settlement.

5. **Additional Briefing and Final Approval.**

a. No later than sixteen (16) court days before the Final Approval Hearing, Plaintiff will file with the Court an unopposed motion for final approval of the Settlement and PAGA Allocation, and Plaintiff will file a motion for awards of the Class Representative Service Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement, which Defendant will not oppose.

b. No later than five (5) court days before the Final Approval Hearing, Plaintiff and/or the Parties jointly may file a reply in support of the motion for final approval of the Settlement to the extent that any opposition to the motion is filed.

c. If the Court does not grant final approval of the Settlement, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Maximum Settlement Amount, except that the Parties will split 50/50 payment of the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Court of lesser amounts than sought for the Class Representative Service Payment or Class Counsel Fees and Expenses Payment will not be a material modification of the Settlement. In the event that the Court awards a lesser-than-sought Class Representative Service Payment or Class Counsel Fees and Expenses Payment, the difference between the amounts awarded and sought will not revert back to Defendant but will revert to the Net Settlement Amount for *pro rata* distribution.

d. Together with the motion for final approval, Plaintiff will present a proposed Judgment to the Court for its approval and entry. After entry of the Judgment, the Court will have continuing jurisdiction over the Settlement for purposes of enforcing this Agreement.

6. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.

7. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes

Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

8. **Timing of Settlement Payments.** Within 45 days of the Judgment, Defendant will transfer the Maximum Settlement Amount to the Settlement Administrator via wire transfer. Within 14 days thereafter, the Settlement Administrator will pay to Class Members the Settlement Shares; to Aggrieved Employees the PAGA Payments; to Plaintiff, the Class Representative Service Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the LWDA the LWDA Payment.

9. **Uncashed Settlement Share Checks and Unused Funds.** A Class Member must cash their Settlement Share check within 180 calendar days after it is mailed to them. Reissuance of lost or destroyed checks shall be permitted upon request during that 180-day period. Reissued checks shall expire within 30 days of issuance. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at their correct address. If a Class Member fails to cash their Settlement check within the 180-day time period, or within 30 days of reissuance, whichever is later, the Settlement Administrator will cancel the check(s). Any funds remaining from uncashed checks to Class Members shall be donated as follows: 50% to California CASA Association (Court Appointed Special Advocates) and 50% to Legal Aid at Work.

I. **<u>Release and Waiver of Claims.</u>**

1. **Class Members.** In consideration for their awarded Settlement Shares, as of the Effective Date and Defendant fully funding the agreement, all Class Members (other than those Class Members who timely and validly request

exclusion from the Settlement), including their heirs, assigns, and estates, will release any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys' fees, damages, liquidated damages, action or causes of action whatever kind or nature, contingent or accrued, against the Released Parties that were or could have been pleaded under local, state, or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint, that arose during the Class Period, including but not limited to claims for: (1) purported violations of California Labor Code § 2802; and (2) unfair business practices based upon the same, including under California Business & Professions Code § 17200, *et seq*. (the "Released Class Claims").

2. **Aggrieved Employees.** In addition, as of the Effective Date and pursuant to Defendant fully funding the Agreement, Class Representative, acting in his capacity as attorney general on behalf of the State of California, and on behalf of the LWDA, agrees to release Defendant for all Aggrieved Employees, including their heirs, assigns, and estates, for any and all claims that arose during the PAGA Period, and which were asserted in the LWDA PAGA Notices (the "Released PAGA Claims"). All PAGA Aggrieved Employees will receive a portion of the PAGA settlement regardless of whether they opted out of the class.

3. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys' fees and/or expenses related to the Covered Claims, other than those specified in this Agreement.

4. **Plaintiff's General Release**. Plaintiff, including his heirs, assigns, and estates, as the Class Representative shall, as of the date of the Judgment, separately release the following: any and all claims, obligations, demands,

actions, rights, causes of action, and liabilities against Released Parties, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state, and/or local law, statute, ordinance, regulation, common law, or other course of law or contract, whether known or unknown, and whether anticipated or unanticipated, including all unknown claims covered by California Civil Code § 1542, arising at any time up to and including the date of the Judgment, for any type of relief, including without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties and wage statement penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The Class Representative's Released Claims include, but are not limited to, the Released Claims as well as any other claims under the California Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or county Living Wage Ordinances, and claims under state or federal discrimination statutes, including, without limitation, the California Government Code; the Fair Employment and Housing Act; the California Family Rights Act; the Unruh Civil Rights Act; California Civil Code; the California Constitution; the California Business and Professions Code, including but not limited to §§ 17200 *et seq.*; the United States Constitution; the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.*; the Family and Medical Leave Act, to the extent not prohibited by law; the Americans with Disability Act, 42 U.S.C. § 12101 *et seq.*; and the Employee Retirement

Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Fair Credit Reporting Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, and all of their implementing regulations and interpretive guidelines.

a. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, as of the date of the Judgment, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff warrants that he has read this agreement, including this waiver of California Civil Code § 1542, and that he has consulted with or had the opportunity to consult with his counsel about this agreement and specifically about the waiver of § 1542, and that he understands this agreement and the § 1542 waiver, and so he freely and knowingly enters into this agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or material facts.

J. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or Class Members.

K. Miscellaneous Terms.

1. No Admission of Liability.

a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

b. The Parties agree that the motion for preliminary approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only and if, for any reason, the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (a) a class should be certified as Plaintiff proposed or (b) Defendant is liable to Plaintiff or the Class as Plaintiff alleges.

c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. Rescission of Agreement.

a. **Plaintiff.** Defendant has represented that there are 6,876 individuals who are putative Class Members through December 2024, and that those individuals worked a total of 238,325 months through December 2024. In the event that either of those numbers increases by more than 10% percent through December 2024, Plaintiff shall have the right to rescind the settlement.

b. **Defendant.** If the number of opt-outs exceeds 10% of the number of Class Members, Defendant shall have the right to rescind the settlement. However, if Defendant exercises the right to rescind, Defendant shall be solely responsible for any costs of administration to date.

3. **No Publicity.** Plaintiff and Class Counsel agree not to issue a press release or otherwise notify the media about the terms of the settlement or advertise or market any of the terms of the settlement through written, recorded or electronic communications. Furthermore, Plaintiff and Class Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to their attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal government agency. Plaintiff and Class Counsel agree to immediately notify Defense Counsel of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff and Class Counsel further agree not to, directly or indirectly, initiate any conversation or other communication, prior to the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's ability to respond to inquiries from Class Members or otherwise to communicate with Class Members in accordance with Class Counsel's

ethical obligations owed to Class Members. Nothing in this paragraph will prevent Plaintiff or Class Counsel from responding truthfully to inquiries from the media regarding the terms of this settlement.

4. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

5. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, or by counsel for all Parties or their successors-in-interest.

6. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

7. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

8. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

9. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Covered Claims and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.

10. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.

12. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties exchange them between themselves. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree pursuant to Code of Civil Procedure section 583.330 that the signing of this Agreement extends the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of the Court's settlement approval process.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 5/13/2025, 2025

PLAINTIFF STUART AMBLER

By: Signed by: Stuart Ambler 3B629FF4BE9C4FF
Stuart Ambler

Dated: ____________, 2025

DEFENDANT LINKEDIN CORPORATION

By:________________________________

Its: ________________________________

Dated: ____________, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: ________________________________
ERIN CONNELL
J.P. SCHREIBER
ALEXANDRA ELLIOTT
Attorneys for Defendant
LINKEDIN CORPORATION

Dated: May 13, 2025

HUNTER PYLE LAW

By: ________________________________
HUNTER PYLE
KATIE FIESTER
Attorneys for Plaintiff and
the Putative Class

Dated: ____________, 2025

PLAINTIFF STUART AMBLER

By: ________________________________
Stuart Ambler

Dated: May 13, 2025

DEFENDANT LINKEDIN CORPORATION

By: Sarah Wight

Its: VP, Legal

Dated: May 13, 2025

ORRICK, HERRINGTON & SUTCLIFFE LLP

By: Erin Connell
ERIN CONNELL
J.P. SCHREIBER
ALEXANDRA ELLIOTT
Attorneys for Defendant
LINKEDIN CORPORATION

Dated: ____________, 2025

HUNTER PYLE LAW

By: ________________________________
HUNTER PYLE
KATIE FIESTER
Attorneys for Plaintiff and
the Putative Class

EXHIBIT A

ALAMEDA COUNTY SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION
Ambler v. LinkedIn Corporation, Inc.

If you were employed by LinkedIn and worked in a Software Engineering job title or job family, a class action settlement may affect your rights.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. The Alameda County Superior Court has authorized this notice in the matter of *Ambler v. LinkedIn Corporation, Inc. doing business as LinkedIn,* Case No. 23CV049040 (the "**Action**"). This is not a solicitation from a lawyer.

- Plaintiff Stuart Ambler ("**Plaintiff**") filed a class and representative action lawsuit against LinkedIn Corporation, Inc. ("**Defendant**") on October 27, 2023.
- Plaintiff alleges that he worked for Defendant in a Software Engineering job title or job family and used his personal phone for work-related purposes during his employment.
- Plaintiff claims that as a result of using his personal cell phone for work-related purposes, Defendant failed to reimburse for business expenses, committed unfair business practices, and is liable for civil penalties under the Private Attorneys General Act ("**PAGA**").
- Defendant disputes Plaintiff's claims. Defendant expressly and specifically denies violating any laws, and further denies the case meets the requirements for class certification.
- For settlement purposes only, the Court has conditionally certified the Action to be a class action on behalf of all current and former employees who are or were employed by Defendant at any time from October 27, 2019 to February 27, 2025, and who worked in California during this time period in Software Engineering job titles or job families, including but not limited to Software Engineers, Senior Software Engineers, and/or Staff Software Engineers (the "**Class Members**").
- Your legal rights may be affected by this Settlement whether you act or do not act. Your options are explained in this notice. Thus, please read this notice carefully and in its entirety.

To request to be excluded from, or object to, this Settlement, you must act before **[60 days from date of notice]**.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

(1) DO NOTHING	**(1) Receive part of the Settlement.** *If you do not do anything upon receipt of this notice, you will receive a sum of money based on the number of months you worked for Defendant from October 27, 2019 to February 27, 2025; you will give up your right to sue for alleged violations and related claims released by the Settlement; you will have no right to appeal; and you will forfeit your right to bring or participate in a similar action against Defendant for violations that occurred from October 27, 2019 to February 27, 2025.*
(2) OPT-OUT	**(2) Opt-out or exclude yourself from the Settlement.** *If you make a valid and timely written request to be excluded from the Settlement, you will not receive any money from the Class portion of the Settlement, and you will not give up any rights you may have, except as to the PAGA portion of the Settlement.*
(3) OBJECT	**(3) Write to the Court about why you object to the Settlement.** *If you object to the Settlement, you can write to the Court about why you don't agree with the Settlement. You may also present oral objections to the Court at the Final Approval Hearing. The Court may or may not agree with your objection. If the Court approves the Settlement, you will still be bound by its terms.*

THIS LEGAL NOTICE AFFECTS YOUR RIGHTS. PLEASE READ IT CAREFULLY.

WHAT THIS NOTICE CONTAINS

You are receiving this notice because the Alameda County Superior Court has granted preliminary approval of a class action settlement for settlement purposes only, and Defendant's records indicate that you may be a member of the Settlement Class. As such, you may be eligible for compensation from this Settlement.

As a Class Member, your interests are being represented at no expense to you by Hunter Pyle and Katie Fiester of Hunter Pyle Law, PC ("**Class Counsel**"). You may also hire your own lawyer at your own expense.

I. BACKGROUND OF THE CASE

On October 27, 2023, Plaintiff filed a complaint in Alameda County Superior Court (the "**Court**") on behalf of the Class Members. Plaintiff filed a First Amended Complaint on January 2, 2024, and the operative Second Amended Complaint on May 31, 2024, which alleges claims on behalf of the Class Members against Defendant for: (1) failure to reimburse business expenses; (2) unfair business practices; and (3) PAGA violations, based on the preceding claims.

The Parties thoroughly investigated the case. Plaintiff and Defendant were able to agree on a Settlement of the case. **Class Counsel believe the Settlement is fair, reasonable, and in the best interests of the Class.** Defendant expressly and specifically denies any liability or wrongdoing of any kind associated with the claims alleged in the Action. Defendant further denies the case meets the requirements for class certification. Defendant settled the Action in order to avoid costly, disruptive, and time-consuming litigation.

On [date of preliminary approval order], the Court gave preliminary approval of the Settlement and conditionally certified the Settlement Class for settlement purposes only. The Court was not asked to make and did not make any ruling as to whether any violations by Defendant had occurred.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. What Are the Terms of the Settlement?

Defendant has agreed to pay $1,500,000 to settle the Action ("**Maximum Settlement Amount**"). The Maximum Settlement Amount includes all Settlement Share payments to Participating Class Members, the PAGA settlement, the Settlement Administrator's fees and expenses, the Service Payment to the Class Representative, and Class Counsel attorneys' fees and litigation costs.

The "**Net Settlement Fund**" is the remainder of the Maximum Settlement Amount after the deductions have been made for the following items: (a) up to $170,000 for the PAGA settlement; (b) up to $32,000 for the Settlement Administrator's fees and expenses; (c) up to 10,000 to Plaintiff for serving as the class representative; (d) up to $500,000 for the Class Counsel's attorneys' fees and (e) up to $25,000 for Class Counsel's litigation costs.

B. Who is Included in the Settlement?

Included in the Settlement are all current and former employees who are or were employed by Defendant at any time from

October 27, 2019 to February 27, 2025, and who worked in California during this time period in Software Engineering job titles or job families, including but not limited to Software Engineers, Senior Software Engineers, and/or Staff Software Engineers. The PAGA settlement includes all Class Members who worked from October 6, 2022 to February 27, 2025 ("Aggrieved Employees").

C. <u>How Are Settlement Payments Calculated</u>?

Any Class Member who does not submit a written request to be excluded from the Settlement ("**Participating Class Member**") will have their payment(s) calculated as follows:

a. <u>Settlement Share Payment to Participating Class Members</u>: The Net Settlement Amount shall be divided among all Participating Class Members on a pro-rata basis. Each Participating Class Member will receive a proportionate share that is equal to the number of months worked from October 27, 2019 to February 27, 2025 by each individual Participating Class Member divided by the aggregate number of months worked by all Participating Class Members from from October 27, 2019 to February 27, 2025.

b. <u>PAGA Payment</u>: From the $170,000 allocated to PAGA penalties, one-quarter (25%) ($42,500) will be distributed to the Aggrieved Employees, which consist of all Class Members who were employed at any time from October 6, 2022 to February 27, 2025. Each Aggrieved Employee will receive a proportionate share of money allocated to the aggrieved employees based on the number of months worked by each Aggrieved Employee from October 6, 2022 to February 27, 2025 compared to the aggregate number of months worked by all Aggrieved Employees from October 6, 2022 to February 27, 2025 ("PAGA Payment"). The remaining three-quarters (75%) ($127,500) of the PAGA settlement will be distributed to the LWDA.

c. <u>Tax Treatment</u>: 77.3% of the Settlement Share will be designated as reimbursement payments, for which you will receive a W-2 tax form. 22.7% of the Settlement Share will be designated as interest, for which you will receive a 1099 tax form. 100% of the PAGA Payment will be allocated to PAGA penalties, for which you will receive a 1099 tax form.

D. <u>Your Settlement Calculation</u>.

Your Settlement payment is estimated to be $***[amount]***, based on the following months you worked for Defendant , as reflected in Defendant's records:

a. <u>Settlement Share Payment</u>: [*insert number of*] *months worked from October 27, 2019 to February 27, 2025.*

b. <u>PAGA Payment</u>: [*insert number of*] *months worked from October 6, 2022 to February 27, 2025*.

If you wish to dispute the number of months you worked for Defendant, you must bring the dispute to the attention of the Settlement Administrator [ADDRESS] in writing by [<u>60 days from the date of notice</u>]. In your written notice of dispute, please provide what you believe to be the correct information <u>along with supporting documentation</u>, if available, to show the changes you are seeking.

Your check will be void if you do not cash or deposit your check within 180 days following the issuance of the check. Whether or not you cash or deposit your check, if you do not submit a request for exclusion, you will be bound by the Settlement and will be deemed to have waived irrevocably any right or claim to your Settlement share and/or to appeal the approval of the Settlement. After the expiration of 180 days, the sum of any uncashed/undeposited checks shall be donated to Legal Aid at Work and California CASA Association (Court Appointed Special Advocates), two nonprofit organizations which the Parties have selected, and the Court has approved, as the *cy pres* beneficiaries.

E. <u>Release of Claims Against Defendant</u>.

Upon the Final Approval of the Settlement by the Court, the Effective Date, and Defendant fully funding the Maximum Settlement Amount, Plaintiff and all members of the Class who do not submit timely requests for exclusion (described below) will release Defendant from claims that were or could have been pleaded under local, state, or federal law arising out of any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act pleaded in the Complaint, and that arose from October 27, 2019 through February 27, 2025, including but not limited to claims for: (1) purported violations of California Labor Code § 2802; and (2) unfair business practices based upon the same, including under California Business & Professions Code § 17200, et seq. (the "Released Class Claims"). Aggrieved Employees are also releasing Defendant from PAGA claims which were asserted in the LWDA PAGA Notices.

For more information regarding the scope of the release, please read the Settlement Agreement available at [insert URL].

III. LEGAL RIGHTS AND OPTIONS OF CLASS MEMBERS

A. Option 1: Do Nothing and Receive a Settlement Payment.

You do not need to do anything in order to receive a Settlement Share payment. If you do nothing, you will automatically be included in the Settlement and will receive a Settlement Share payment so long as the Settlement is approved and becomes Final.

Please keep your address current! To assist the Court and the parties in maintaining accurate lists of Class Members, please mail notice of any change in your address to the Settlement Administrator (address below), or call [Administrator 800 #).

B. Option 2: Exclude Yourself from the Settlement.

IMPORTANT: You will be bound by the terms of the Settlement unless you submit a timely and signed written request to be excluded from the Settlement ("Opt-Out"). To exclude yourself from the Settlement, you must mail your request for exclusion, postmarked no later than [***60 days after notice date***], to:

[SETTLEMENT ADMINISTRATOR]
[**ADDRESS**]

Your request for exclusion must contain your full name and a statement and the following statement or a substantively similar statement: "I request to be excluded from the class action Settlement in the matter of *Ambler v. LinkedIn Corporation*, Case No. 23CV049040, Alameda County Superior Court." Your request for exclusion must be returned by mail to the Settlement Administrator at the address above and must be postmarked on or before [***60 days after notice date***]. If you request exclusion, you will not be excluded from the PAGA settlement. If you request exclusion, you will still receive your share of the PAGA portion of the PAGA settlement, if any, and will still be bound by the PAGA portion of the Settlement.

C. Option 3: Object to the Settlement.

Any Class Member who has not submitted a request for exclusion may object to the terms of the Settlement. You may object to the proposed settlement in writing and/or orally at the Final Approval Hearing. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing should: (1) clearly identify the case name and number (*Ambler v. LinkedIn Corporation*, *Inc.* Case No. 23CV049040); and (2) be mailed to the Settlement Administrator postmarked on or before [60 days after notice date]. A Class Member may appear personally or through an attorney, at their own expense, at the Final Approval Hearing to present their objection directly to the Court.

CLASS COUNSEL

HUNTER PYLE, SBN 191125
KATIE FIESTER, SBN 301316
HUNTER PYLE LAW, PC
505 14th Street, Suite 600
Oakland, California 94612
Telephone: (510) 444-4400

YOU MAY OBJECT TO THE SETTLEMENT AND STILL RECEIVE YOUR SHARE OF THE NET SETTLEMENT AMOUNT. IF THE COURT APPROVES THE SETTLEMENT DESPITE YOUR OBJECTIONS, YOU WILL RECEIVE YOUR SHARE OF SETTLEMENT PROCEEDS.

NO MATTER WHICH OPTION YOU CHOOSE, DEFENDANT WILL NOT RETALIATE AGAINST YOU.

IV. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing on [FINAL APPROVAL HEARING], at [TIME], in Department 23, 1221 Oak Street, Oakland, California 94612, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued or rescheduled without further notice to Class Members. You can check whether the Final Approval Hearing has been continued or rescheduled by visiting [insert URL] or by visiting the Court's website (see instructions below).

You may attend the Final Approval Hearing but are not required to do so. Written objections will be considered at the Final Approval Hearing whether or not the person objecting appears at the hearing. If you object and wish to appear at the Final Approval Hearing, you may appear personally or through counsel hired at your own expense.

At no expense to you, Class Counsel will represent your interests as a Class Member. Or, you may hire your own lawyer at your own expense.

V. ADDITIONAL INFORMATION

This Notice is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you may read the detailed Settlement Agreement, which is available at [insert URL]. You may also access Plaintiff's Motion for Preliminary Approval, and other important documents related to this case, at the above website. If you have any questions regarding this Notice, the Settlement, or the Action, you may contact Class Counsel.

The pleadings and other records in this Action, including the Settlement Agreement, also may be examined online on the Alameda County Superior Court's website at https://eportal.alameda.courts.ca.gov/. After arriving at the website, login or create an account. Once you are logged in, click "*Searches*" and then the "*Case Number Search*" link, then enter "23CV049040" as the case number and click "*SEARCH.*" Images of every document filed in the case may be viewed through the Register of Actions at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each Court location that has a facility for civil filings.

DO NOT TELEPHONE THE COURT OR DEFENSE COUNSEL

EXHIBIT B

Hunter Pyle Law

Hunter Pyle | Tanya Tambling | Katherine Fiester | Jake Darin | Andrea Núñez

505 14th Street, Suite 600, Oakland, CA 94612 tel 510 444 4400 fax 510 444 4410 inquire@hunterpylelaw.com hunterpylelaw.com

October 6, 2023

By Electronic Filing and Certified Mail (Return Receipt Requested) to:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

LinkedIn Corporation, Inc., a Delaware corporation doing business as LinkedIn
Agent for Service of Process: Corporation CSC - LAWYERS INCORPORATING SERVICE
2710 Gateway Oaks Drive
Sacramento, CA 95833

RE: Notice of Labor Law Violations, California Labor Code Section 2699.3(a)
Stuart Ambler v. LinkedIn Corporation, Inc. doing business as LinkedIn

Dear Labor and Workforce Development Agency and Employer:

We represent aggrieved employee Stuart Ambler ("Mr. Ambler") who was formerly employed by LinkedIn Corporation, Inc., a Delaware corporation doing business as LinkedIn ("LinkedIn"). The purpose of this letter is to comply with the statutory exhaustion requirements pursuant to California Labor Code section 2699.3(a)(1). Below we set forth our facts and theories that give rise to the wage and hour violations in this case.

Mr. Ambler worked for LinkedIn from approximately July 28, 2014 to February 17, 2023. Mr. Ambler worked for LinkedIn in Berkeley, California located in Alameda County, California. He was hired as a Software Engineer and was later promoted to Senior Software Engineer.

During Mr. Ambler's employment, LinkedIn violated Labor Code section 2802 by failing to indemnify him and other employees who were required to download an authentication application called the Microsoft Authenticator application on their personal cell phones in order to perform their job duties ("aggrieved employees"). These employees included Software Engineers, Senior Software Engineers, and Staff Software Engineers.

LinkedIn did not provide Mr. Ambler, or other aggrieved employees with a device to use the Microsoft Authenticator application in order to perform their job duties.

LinkedIn also did not reimburse or indemnify Mr. Ambler or other aggrieved employees for the use of their personal cell phones.

Based on the foregoing facts, Mr. Ambler, is asserting a PAGA action on behalf of himself and all aggrieved employees, employed by LinkedIn in California and seeks civil penalties for the following Labor Code violation:

> Violation of Labor Code section 2802, requiring employers to indemnify employees for all work-related expenditures, as LinkedIn does not indemnify its aggrieved employees for the work-related use of their personal cell phones.

Thank you in advance for your attention to this matter. Please contact me if you have any questions or concerns.

Thank you in advance for your attention to this matter.

Very Truly Yours,

HUNTER PYLE LAW

Hunter Pyle

HP*/ds*

Hunter Pyle Law

Hunter Pyle | Tanya Tambling | Katherine Fiester | Jake Darin | Andrea Núñez

505 14th Street, Suite 600, Oakland, CA 94612 tel 510 444 4400 fax 510 444 4410 inquire@hunterpylelaw.com hunterpylelaw.com

October 27, 2023

By Electronic Filing and Certified Mail (Return Receipt Requested) to:

Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

LinkedIn Corporation, a Delaware corporation doing business as LinkedIn
Agent for Service of Process: Corporation CSC - LAWYERS INCORPORATING SERVICE
2710 Gateway Oaks Drive
Sacramento, CA 95833

RE: Amended Notice of Labor Law Violations, California Labor Code Section 2699.3(a)
Stuart Ambler v. LinkedIn Corporation doing business as LinkedIn
LWDA Case No. LWDA-CM-986201-23

Dear Labor and Workforce Development Agency and Employer:

We represent aggrieved employee Stuart Ambler ("Mr. Ambler") who was formerly employed by LinkedIn Corporation, a Delaware corporation doing business as LinkedIn ("LinkedIn"). The purpose of this letter is to comply with the statutory exhaustion requirements pursuant to California Labor Code section 2699.3(a)(1). Below we set forth our facts and theories that give rise to the wage and hour violations in this case.

Mr. Ambler worked for LinkedIn from approximately July 28, 2014 to February 17, 2023. Mr. Ambler worked for LinkedIn in Berkeley, California located in Alameda County, California. He was hired as a Software Engineer and was later promoted to Senior Software Engineer.

During Mr. Ambler's employment, LinkedIn violated Labor Code section 2802 by failing to indemnify him and other employees who were required to download an authentication application called the Microsoft Authenticator application on their personal cell phones in order to perform their job duties ("aggrieved employees"). These employees included Software Engineers, Senior Software Engineers, and Staff Software Engineers.

LinkedIn did not provide Mr. Ambler, or other aggrieved employees with a device to use the Microsoft Authenticator application in order to perform their job duties.

LinkedIn also did not reimburse or indemnify Mr. Ambler or other aggrieved employees for the use of their personal cell phones.

Based on the foregoing facts, Mr. Ambler, is asserting a PAGA action on behalf of himself and all aggrieved employees, employed by LinkedIn in California and seeks civil penalties for the following Labor Code violation:

> Violation of Labor Code section 2802, requiring employers to indemnify employees for all work-related expenditures, as LinkedIn does not indemnify its aggrieved employees for the work-related use of their personal cell phones.

Thank you in advance for your attention to this matter. Please contact me if you have any questions or concerns.

Very Truly Yours,

HUNTER PYLE LAW

Hunter Pyle

HP*/ds*

EXHIBIT C

HUNTER PYLE, SBN 191125
KATIE FIESTER, SBN 301316
HUNTER PYLE LAW, PC
505 14th Street, Suite 600
Oakland CA 94612
Telephone: (510) 444-4400
Facsimile: (510) 444-4410
Email: hunter@hunterpylelaw.com
kfiester@hunterpylelaw.com

Attorneys for Plaintiff and the Putative Class

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

STUART AMBLER, on behalf of himself and all others similarly situated; Plaintiffs, v. LINKEDIN CORPORATION, a Delaware corporation doing business as LinkedIn, and DOES 1 through 10, inclusive, Defendants.	Case No.: 23CV049040 **CLASS ACTION** **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** **Reservation No.: 386514811638** Date: June 3, 2025 Time: 10:00 a.m. Location: Dept. 23 Judge: Hon. Michael Markman

ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiff Stuart Ambler's ("Plaintiff") Motion for Preliminary Approval of Class Action Settlement ("Motion") came before this court on June 3, 2025, at 10:00 a.m.

The Court, having considered the proposed Class and Representative Action Settlement (the "Settlement" or "Settlement Agreement") attached as Exhibit 1 to the Declaration of Hunter Pyle filed concurrently with the Motion, and the exhibits attached thereto; having considered Plaintiff's unopposed Motion, memorandum of points and authorities in support thereof, and supporting declarations filed therewith; and good cause appearing thereto, **HEREBY ORDERS THE FOLLOWING:**

1. The Court **GRANTS** preliminary approval of the class action settlement as set forth in the Settlement Agreement and finds the terms to be within the range of reasonableness of a settlement that ultimately could be granted approval by the Court at a final Fairness Hearing. For purposes of the settlement, the Court finds that the proposed Class is ascertainable and that there is a sufficiently well-defined community of interest among the members of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants conditional certification of the following Class: all current and former employees who are or were employed by Defendant at any time from October 27, 2019 to February 27, 2025, and who worked in California during this time period in Software Engineering job titles or job families, including but not limited to Software Engineers, Senior Software Engineers, and/or Staff Software Engineers.

2. For purposes of the Settlement, the Court designates Plaintiff Stuart Ambler as Class Representative, and designates Hunter Pyle and Katie Fiester of Hunter Pyle Law as Class Counsel.

3. The Court designates Simpluris, Inc. as the third-party Settlement Administrator.

4. The Court approves, as to form and content, the Notice of Settlement of Class Action ("Notice") attached as Exhibit A to the Settlement Agreement.

5. The Court finds that the form of Notice to the Class regarding the pendency of the Action and of this Settlement, and the methods of giving notice to members of the Class constitute the best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to

all members of the Class. The form and method of giving notice complies fully with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

6. The Court further approves the procedures for Class Members to opt out of, or object to, the Settlement, as set forth in the Settlement Agreement and Notice.

7. The procedures and requirements for filing objections in connection with the Final Fairness Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement Agreement, in accordance with the due process rights of all Class Members.

8. The Court directs the Settlement Administrator to mail the Notice to the Class Members in accordance with the terms of the Settlement Agreement.

9. The Notice shall provide at least 60 calendar days' notice for members of the Class to submit disputes or requests for exclusion or to object to the settlement.

10. A final fairness hearing on the question of whether the Settlement should be finally approved as fair, reasonable and adequate is scheduled in Department 23 of this Court, located at 1221 Oak Street, 4th Floor, Oakland, California 94612, on __________________, 2025 at ___________ a.m. / p.m.

11. At the final fairness hearing, the Court will consider: (a) whether the Settlement should be approved as fair, reasonable, and adequate for the class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for an award of reasonable attorneys' fees, reimbursement of litigation expenses, class representative service payment, and administrative costs should be granted.

12. An implementation schedule is below:

Event	**Date**
Deadline for Defendant to Provide Class data to Settlement Administrator (30 calendar days	July 3, 2025

after Preliminary Approval Order)	
Deadline for Settlement Administrator to mail Class Notice to the Class (14 calendar days after receiving Class data information from Defendant)	July 17, 2025
Deadline for Class Members to Request Exclusion or Object to Settlement (60 days after mailing of Notice)	September 15, 2025
Final Fairness Hearing	______________________, 2025

13. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: ____________________________________

Hon. Michael Markman
Judge of the Superior Court