

CONCILIATION AGREEMENT

Between

**THE U.S. DEPARTMENT OF LABOR
OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS**

and

LINKEDIN CORPORATION

**1000 West Maude Avenue
Sunnyvale, CA 94085**

I. PRELIMINARY STATEMENT

The Office of Federal Contract Compliance Programs (OFCCP) evaluated the LinkedIn Corporation (“LinkedIn”) establishments located at 1000 West Maude Avenue, Sunnyvale, CA 94085 (“Sunnyvale Establishment”) and 222 Second Street, San Francisco, CA 94105 (“San Francisco Establishment,” and collectively with LinkedIn Sunnyvale, the “Reviewed Establishments”), beginning on March 24, 2017. Based upon its findings, OFCCP concluded that LinkedIn had failed to comply with Executive Order 11246, as amended (“E.O. 11246” or “Executive Order”), and its implementing regulations at 41 Code of Federal Regulations (“CFR”) §§ 60-1 to 60-3, during the review period (i.e., March 1, 2015 through March 1, 2017). OFCCP notified LinkedIn of the specific violations and the corrective actions required in the Notices of Violation (“NOVs”) issued on January 7, 2021. LinkedIn contends that it complied with its obligations under the Executive Order during the review period.

In the interest of resolving the NOVs without engaging in further legal proceedings and in exchange for sufficient and valuable consideration described in this document, OFCCP and LinkedIn enter into this Conciliation Agreement (the “Agreement”) and its attachments, and the parties agree to all the terms therein, to resolve the audits of the Reviewed Establishments. The attachments to this Agreement are deemed incorporated into this Agreement.

II. GENERAL TERMS AND CONDITIONS

1. In exchange for LinkedIn’s fulfillment of all its obligations in this Agreement, OFCCP agrees that it will not institute administrative or judicial enforcement proceedings under E.O. 11246, Section 503 of the Rehabilitation Act of 1973 (“Section 503”), and/or Vietnam Era Veterans’ Readjustment Assistance Act (“VEVRAA”) based on the violations in the NOVs, or based on any other aspect of its audits of the Reviewed Establishments. However, OFCCP retains the right to initiate legal proceedings to enforce this Agreement if

LinkedIn violates any provision of this Agreement, as set forth in Paragraph 11, below. Nothing in this Agreement precludes OFCCP from initiating enforcement proceedings based on future compliance evaluations or complaint investigations.

2. LinkedIn agrees that OFCCP may review LinkedIn's compliance with this Agreement. As part of this review, OFCCP may require written reports, inspect the premises, interview witnesses, and examine and copy documents. LinkedIn will permit access to its premises during normal business hours for these purposes and will provide OFCCP with all reports and documents as required under this Agreement.
3. LinkedIn denies any violation or non-compliance with E.O. 11246, Section 503, VEVRAA and their implementing regulations at 41 CFR Chapter 60, or any other laws, nor has there been an adjudicated finding that LinkedIn violated any laws or regulations. This Agreement does not constitute an admission by LinkedIn of any violation of or non-compliance with any laws.
4. Nothing in this Agreement relieves LinkedIn of its obligation to fully comply with the requirements of E.O. 11246, Section 503, VEVRAA, their implementing regulations, or other applicable laws requiring nondiscrimination or equal employment opportunity.
5. LinkedIn and OFCCP agree that any release of claims required by this Agreement will only pertain to claims under E.O. 11246, Section 503, and/or VEVRAA.
6. LinkedIn agrees that it will not retaliate against any potential or actual beneficiary of this Agreement or against any person who files a complaint, who has provided information or assistance, or who participates in any manner in any proceeding in this matter.
7. The parties understand the terms of this Agreement and enter into it voluntarily.
8. This Agreement, including its attachments, constitutes the entire Agreement and represents the complete and final understanding of the parties. This Agreement contains all of the terms binding the parties and it supersedes all prior written and oral negotiations and agreements. Any modifications or amendments to this Agreement must be agreed upon in writing and signed by all parties. If an administrative error is found, OFCCP will work in good faith with all parties to make the corrections.
9. This Agreement becomes effective on the day it is signed by the Regional Director ("Effective Date").
10. If one or more provisions of this Agreement is deemed unlawful or unenforceable, the remaining provisions will remain in full force and effect.
11. This Agreement will expire sixty (60) days after LinkedIn submits its final progress report required in Section VI, below, unless OFCCP notifies LinkedIn in writing before the expiration date that LinkedIn has failed to fulfill all of its obligations under the Agreement. In this instance, the Agreement is automatically extended until the date that OFCCP determines that LinkedIn has met all of its obligations under the Agreement.

12. If OFCCP asserts that LinkedIn has violated this Agreement:

- a. The procedures at 41 C.F.R. 60-1.34 will govern:
 - i. OFCCP will send LinkedIn a written notice stating the alleged violations and summarizing any supporting evidence.
 - ii. LinkedIn shall have fifteen (15) days from receipt of the notice to respond, except in those cases in which such a delay would result in irreparable injury to the employment rights of affected class members.
 - iii. During the 15-day period, LinkedIn may demonstrate in writing that it has not violated its commitments.
 - iv. If LinkedIn is unable to demonstrate that it has not violated the Agreement, or if OFCCP alleges irreparable injury, enforcement proceedings may be initiated immediately without issuing a show cause notice or proceeding through any other requirement.
 - v. In the event of a breach of this Agreement by LinkedIn, OFCCP may elect to proceed to a hearing on the entire case and seek full make-whole relief, and not be limited to the terms agreed to in the Agreement.
- b. LinkedIn may be subject to the sanctions set forth in Section 209 of the Executive Order, 41 C.F.R. 60-1.27, and/or other appropriate relief for violating this Agreement.

13. OFCCP may seek enforcement of this Agreement itself and is not required to present proof of any underlying violations resolved by this Agreement.

14. The parties understand and agree that nothing in this Agreement is binding on other governmental departments or agencies other than the United States Department of Labor.

15. Each party shall bear its own fees and expenses with respect to this matter.

16. This Agreement is limited to the facts of this case. Neither this Agreement, nor any part of the negotiations that occurred in connection with this Agreement, shall constitute admissible evidence with respect to either party's policy, practice or position in any lawsuit, legal proceeding, administrative proceeding, compliance evaluation or audit, except for legal or administrative proceedings concerning the enforcement or interpretation of this specific Agreement.

17. All references to "days" in this Agreement, and in the Timeline included as Attachment B, are calendar days. If any deadline for an obligation scheduled to be performed under this Agreement falls on a weekend or a Federal holiday, that deadline will be extended to the next business day.

18. This Agreement is between OFCCP and LinkedIn and does not confer any rights or benefits to any other parties, other than any successor to, parent of, or subsidiary of LinkedIn.

III. ALLEGED DISCRIMINATION VIOLATIONS

1. Alleged Violation 1: Alleged Compensation Disparities in LinkedIn's Sunnyvale Establishment March 2015 – March 2017

OFCCP alleges that, from March 1, 2015 through March 1, 2017, LinkedIn discriminated against female employees in the Engineering and Product job family groups in the Sunnyvale Establishment based on gender by paying them less than comparable male employees, in violation of 41 C.F.R. § 60-1.4(a)(1).

During the compliance review, OFCCP reviewed employment policies, practices, and records; interviewed management, human resources, and non-management employees; analyzed individual employee compensation data and other evidence; observed a live demonstration of LinkedIn's Compensation Analysis Tool ("CAT"); and conducted an onsite inspection of the worksite.

OFCCP also evaluated and analyzed LinkedIn's compensation system through regression and other analyses, and found based upon its models, certain statistically and practically significant pay disparities in annual base salary based on gender after controlling for legitimate explanatory factors. Based upon the analysis conducted and the evidence gathered during the compliance evaluation, OFCCP found that LinkedIn paid female employees in Engineering and Product job family groups in the Sunnyvale Establishment at a statistically significant lower rate than their male counterparts, which if proven, could result in a violation of the Executive Order. No allegation is made with respect to any race or ethnicity discrimination as to compensation.

LinkedIn denies that it engaged in any unlawful actions, including, but not limited to, pay discrimination. LinkedIn's statistical models did not identify pay disparities in the relevant job groups that were both statistically and practically significant, and LinkedIn alleges it maintains facially compliant policies and practices to ensure that its employees are paid fairly and lawfully.

2. Alleged Violation 2: Alleged Compensation Disparities in LinkedIn's San Francisco Establishment March 2015 – March 2017

OFCCP alleges that, from March 1, 2015 through March 1, 2017, LinkedIn discriminated against female employees in the Engineering and Marketing job family groups in the San Francisco Establishment based on gender by paying them less than comparable male employees, in violation of 41 C.F.R. § 60-1.4(a)(1).

During the compliance review, OFCCP reviewed employment policies, practices, and records; interviewed management, human resources, and non-management employees;

analyzed individual employee compensation data and other evidence; observed a live demonstration of LinkedIn's CAT; and conducted an onsite inspection of the worksite.

OFCCP also evaluated and analyzed LinkedIn's compensation system through regression and other analyses, and found based upon its models, certain statistically and practically significant pay disparities in annual base salary based on gender after controlling for legitimate explanatory factors. Based upon the analysis conducted and the evidence gathered during the compliance evaluation, OFCCP found that LinkedIn paid female employees in its Engineering and Marketing job family groups at a statistically significant lower rate than their male counterparts, which if proven, could result in a violation of the Executive Order. No allegation is made with respect to any race or ethnicity discrimination as to compensation.

LinkedIn denies that it engaged in any unlawful actions, including, but not limited to, pay discrimination. LinkedIn's statistical models did not identify pay disparities in the relevant job groups that were both statistically and practically significant, and LinkedIn alleges it maintains facially compliant policies and practices to ensure that its employees are paid fairly and lawfully.

IV. SPECIAL TERMS AND CONDITIONS

1. Upon the Effective Date of this Agreement, OFCCP agrees that the Reviewed Establishments shall not be subject to an OFCCP compliance evaluation for three years from the Effective Date of this Agreement ("Three-Year Exemption Period").
2. OFCCP retains the right to investigate complaints of discrimination brought by aggrieved individuals at LinkedIn establishments covered by the Agreement under E.O. 11246, Section 503, and VEVRAA, and conduct compliance evaluations of any LinkedIn established other than the Reviewed Establishments.

V. FINANCIAL AND NON-FINANCIAL REMEDY

1. Settlement Fund

LinkedIn agrees to pay a Total Settlement Amount of \$1,800,000.00 in back pay, including interest, to resolve all of the findings set forth above. Specifically, the Settlement Fund amount includes \$1,747,520.00 in back pay and \$52,480.00 in interest to resolve the specific alleged violations set forth above, as follows:

- a. **Sunnyvale Engineering:** \$719,592.00 in back pay and \$13,120.00 in interest.

- b. **Sunnyvale Product:** \$370,974.00 in back pay and \$13,120.00 in interest.
- c. **San Francisco Engineering:** \$232,448.00 in back pay and \$13,120.00 in interest.
- d. **San Francisco Marketing:** \$424,506.00 in back pay and \$13,120.00 in interest.

The settlement fund is a negotiated amount that represents estimated back pay and accrued interest. LinkedIn's share of taxes on the portion representing back pay (such as federal, state and/or local taxes and Federal Income Contributions Act ("FICA")) is not part of the Settlement Fund.

2. Allocation

- a. **Total Amount to be Allocated.** The back pay and interest amounts of the Settlement Fund will be distributed among the eligible class members as explained in this Section. Individual shares will include appropriate deductions for each individual's share of payroll deductions required by law on the portion representing back pay only, such as federal (FICA/Federal Unemployment Tax Act ("FUTA")), state or local insurance premiums or taxes.
- b. **Class Members Eligible to Receive Payments.** The Settlement Fund will be distributed to all Class Members (identified in Attachment A) who timely respond to the Notice Process as explained below, and whose eligibility is verified (hereinafter, "Class Members"). These individuals will be listed on the Final List of Class Members ("Final List"). The process of determining the Final List is explained below under Notice Process. OFCCP will determine the final amount for each Class Member based on the formula or other terms provided in this Agreement.
- c. **Payments to Class Members.** OFCCP will provide LinkedIn a list of the payment amount for each Class Member on the Final List by the date set forth on the Timeline. LinkedIn will issue checks or make electronic payments to each Class Member in the stated amount, along with appropriate tax reporting forms (such as W-2 and Internal Revenue Service (IRS) Form 1099) by the date set forth in the Timeline. OFCCP will receive timely documentation of all payments made and any payments returned undelivered or any checks not cashed, as set forth on the Timeline. Any check that remains uncashed 120 days after the initial date the check was mailed to the Class Member will be void. With respect to any uncashed funds, if after 120 days after the initial date the checks were mailed/sent, if the amount of the uncashed and undistributed funds would result in a payment of \$20 or more to each of the Eligible Class Members, LinkedIn will make a second distribution to all Class Members who cashed their first check. Otherwise, any remaining funds will revert to LinkedIn for use in EEO trainings and similar initiatives.
- d. **Tax Payments, Forms and Reporting.** LinkedIn will pay its share of social security withholdings, and any other tax payments required by law from additional funds separate from the Settlement Fund. LinkedIn shall mail to each Class Member an IRS Form W-2 for that portion of the payment representing back pay and an IRS Form 1099 for that portion of the payment representing interest. These IRS forms will be provided

to the Class Members either at the time of payment, electronically or with the settlement checks, or at the end of the year. No Class Members will be required to complete a W-4 or W-9 in order to receive payments under this settlement.

3. Notice Process

- a. **OFCCP and LinkedIn Obligations under the Notice Process.** The Notice Process set forth in this Agreement is intended to provide Class Members a meaningful opportunity to understand their rights and obligations and act on them in a timely manner. This includes providing notice in multiple relevant languages to the affected workers and through multiple channels if appropriate and providing technical assistance to Class Members seeking information about their rights and obligations under this Agreement. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, LinkedIn and OFCCP will regularly meet and confer in person, by phone and/or by email on the notice process to determine how best to carry out the Notice provisions of this Agreement, and to decide whether any activity, deadline or document should be modified. OFCCP and LinkedIn agree not to unreasonably withhold consent to reasonable modifications proposed by either party.
- b. **Notice Documents.** LinkedIn and/or its agent will distribute Notice Documents to the Class Members identified in Attachment A consistent with the sample Notice Documents contained in Attachment C to the extent deemed eligible pursuant to the terms of this Agreement. The Notice Documents will include a Notice, Release of Claims, and Income Verification Form. The Notice Documents will make clear the information about the settlement is being provided by or on behalf of the U.S. Department of Labor. As specified in the Timeline and as otherwise necessary to fulfill this Agreement, the parties will meet and confer on any reasonable modifications of the sample Notice Documents or additions to the distributed materials.
- c. **Timeline.** Attachment B sets forth the agreed Timeline for Notice and for the parties' other obligations under this Agreement. The parties will meet and confer on any reasonable modifications to the Timeline proposed by either party.
- d. **Search for Class Members.** OFCCP shall provide LinkedIn with complete contact information in its possession or its authority to obtain on the Class Members by the date set forth in the Timeline.
- e. **Distribution of Mail Notice to Affected Class Members.** LinkedIn and/or its agent will provide the initial notice by regular first-class mail. LinkedIn and/or its agent will send copies of all of the Notice Documents as defined above, including a postage-paid return envelope, by first class mail to the best available mailing address for each Class Member, by the date set forth in the Timeline. If envelopes from the initial mail notice are returned with forwarding addresses, LinkedIn and/or its agent will re-mail the Notice Documents as set forth in the Timeline .

Based on the response to the initial mail notice, the parties will meet and confer by the date set forth in the Timeline to assess the results of the initial mail notice and to ensure

that the second round of mail notice maximizes the potential response rate. A second mail notice will be sent to the Class Members with valid addresses who fail to respond to the first mail notice unless the parties agree otherwise.

- f. **Distribution of Notice by Other Means.** LinkedIn shall work with the OFCCP to develop a recommended plan for Notice by other means in addition to first class mail. These other means will be designed to maximize the ability of Class Members to understand their rights and obligations under this Agreement and act upon them. OFCCP will also conduct independent efforts to communicate with Class Members about this Agreement through official U.S. Department of Labor channels and in partnership with community-based organizations.
- g. **Notice Deadline.** The final deadline for any Class Member to respond to the notice is set forth in the Timeline. The parties will prominently display this deadline on all materials they distribute in paper or online form regarding this Agreement, and explain that failure to respond by this deadline will result in a forfeiture of any relief provided by this Agreement.
- h. **Technical Assistance.** The parties will timely respond to any inquiries from Class Members using information consistent with this Agreement and the Notice Documents and will document all inquiries and the result. OFCCP will provide contact information for individuals to contact OFCCP regarding this Agreement. The parties will prominently display this contact information on all materials they distribute paper or online form regarding this Agreement. LinkedIn will provide OFCCP contact information to any Class Member with questions or concerns.
- i. **Exchange of Information Regarding Class Members.** LinkedIn and OFCCP will timely exchange information regarding Class Members, including updated contact information and the results of any technical assistance provided.
- j. **Final List of Class Members.** The Final List will include all Class Members who timely respond to the Notice by the deadline set forth in the Timeline and whose eligibility is verified by OFCCP. The parties will establish the Final List by the date set forth in the Timeline. The parties will meet and confer on any outstanding issues or questions regarding the Final List. Either party may identify potentially eligible Class Members who may have been erroneously excluded from the original or any subsequent list. OFCCP shall make the final determinations of eligibility but will make every effort to negotiate in good faith to resolve any dispute about the Final List. LinkedIn will provide to OFCCP any information necessary to determine the Final List.
- k. **Documentation of Payments.** By the deadline set forth in the Timeline, if requested by OFCCP, LinkedIn will provide OFCCP with copies of cancelled checks or electronic documentation of all payments to Class Members, including the amounts paid, the date payment was sent, the date payment was received or the check cashed, and any uncashed or returned checks. In the event of a second distribution, LinkedIn will provide a similar documentation on the second distribution, if requested by OFCCP.

1. **LinkedIn's Expenses.** LinkedIn will pay all expenses associated with carrying out its duties pursuant to this Section, from funds separate and apart from the amount designated in this Agreement for the Settlement.

VI. REVIEW OF SALARY PROCEDURES

1. LinkedIn will continue to review, and as necessary, revise its compensation practices, and continue to monitor and oversee its practices to ensure that its salaries provide an equal opportunity for all of its employees as required by 41 CFR § 61-1(a).
2. LinkedIn will analyze the gender neutrality of its pay policies and practices and conduct a pay equity analysis of base salaries for employees in the Sunnyvale Engineering and Sunnyvale Product, and San Francisco Engineering and San Francisco Marketing, job family groups using the methodology described in Attachment D. If the analyses reveal any pay disparities that are statistically significant at a level of 1.96 standard deviations or higher against female employees that cannot be explained by legitimate factors, LinkedIn will remedy such disparities through pay adjustments. Nothing in this Agreement shall prohibit LinkedIn from: (1) making adjustments in excess of this amount if required to do so by law, or (2) determining that pay disparities based on gender do not exist. The data to be assessed will be the most recent annual payroll and HR data available at the time the analysis is initiated.
3. LinkedIn will conduct a training program to be presented to all individuals involved in the compensation process at the Sunnyvale and San Francisco establishments. Individuals participating in this training will include, at a minimum, all recruiters, supervisors and managers, and corporate human resources and compliance personnel who review, approve, and/or make compensation decisions in the Sunnyvale Engineering and Sunnyvale Product, and San Francisco Engineering and San Francisco Marketing, job family groups. The training should include a broad understanding of equal opportunity rights, dissemination of information relative to LinkedIn's non-discrimination obligations, the potential impact of implicit bias on promotions, performance evaluations, and pay, and training on any new policies or procedures in effect related to employee compensation.

VII. OFCCP MONITORING PERIOD

1. **Recordkeeping:** LinkedIn agrees to retain all records relevant to the alleged violations cited in Section III above and the reports submitted in compliance with Paragraph 3, below. These records include underlying data and information such as Human Resources Information System ("HRIS") data, CAT data, payroll data, job applications and personnel

records, and any other records or data used to generate the required reports. LinkedIn will retain the records until this Agreement expires or for the time period consistent with regulatory requirements, whichever is later.

2. Confidentiality: LinkedIn will submit reports to (b) (7)(C), (b) (7)(E) Technical Expert at (b) (7)(C), (b) (7)(E)@dol.gov or Tamara Moland, Director of Regional Operations at (b) (7)(C), (b) (6)@dol.gov. LinkedIn and OFCCP have a common interest in the information being provided in the reports pursuant to this Agreement. To the extent any of the reports LinkedIn provides in accordance with this agreement are customarily kept private or closely-held, and LinkedIn believes should remain confidential under Exemption 4 of the Freedom of Information Act (“FOIA”) in the event of a FOIA request, LinkedIn will provide such reports to OFCCP marked as “Confidential.” In the event of a FOIA request, OFCCP will treat any such documents received as confidential documents.

3. Schedule and Content of Progress Reports: LinkedIn must submit **three** annual progress reports while this Agreement is in effect. The first progress report will be due **12 months** after the Effective Date of this Agreement and utilize salary data from 2022-2023. The second progress report will be due **24 months** after the Effective Date of this Agreement and utilize data from 2023-2024. The third progress report will be due **36 months** after the Effective Date of this Agreement and utilize salary data from 2024-2025. In each annual progress report, LinkedIn must:

- a. Certify that it has updated its current year AAPs for Executive Order 11246 for the Reviewed Establishments;
- b. Certify that it has complied with its obligation to evaluate its compensation systems as required by 41 CFR 60-2.17;
- c. Certify that pay equity analyses, as described in Section VI.2 above, have been conducted for employees in the Engineering and Product job family groups at the Sunnyvale establishment and Engineering and Marketing job family groups at the San Francisco establishment;
- d. Provide an update on LinkedIn’s progress on its evaluations;
- e. Summarize any findings regarding LinkedIn’s current policies, procedures, and practices related to compensation;
- f. Describe any recommended actions or revisions to its compensation policies, procedures, and practices to ensure non-discrimination; and
- g. Provide a summary of training conducted (or planned) for all individuals involved in compensation decisions, including the dates of the training, the names and job titles of all participants, an outline of topics covered during the training, and the name and title of each person and/or vendor who conducted the training.

LinkedIn will not be required to submit individualized employee data in the Engineering and Product job family groups at the Sunnyvale establishment and Engineering and Marketing job family groups at the San Francisco establishment for the first two annual progress reports. LinkedIn will submit individualized salary data for the above-named job family groups in the Reviewed Establishments for replication and verification purposes for the third and final progress report.

VIII. SIGNATURES

The person signing this Agreement on behalf of LinkedIn personally warrants that he or she is fully authorized to do so, that LinkedIn has entered into this Agreement voluntarily and with full knowledge of its effect, and that execution of this Agreement is fully binding on LinkedIn.

This Agreement is hereby executed by and between the Office of Federal Contract Compliance Programs and LinkedIn Corporation.

(b) (7)(C), (b) (6)

RYAN ROSLANSKY
CEO
LinkedIn Corporation

DATE: April 25, 2022

(b) (7)(C), (b) (6)

JANE SUHR
Regional Director OFCCP
Pacific Region

DATE: 4/27/2022

Attachments:

- a. List of Class Members
- b. Timeline
- c. Notice Documents
- d. Stipulated Model

ATTACHMENT A

LINKEDIN SUNNYVALE

**LIST OF INDIVIDUALS ELIGIBLE FOR COMPENSATION BACKPAY
UNDER THE CONCILIATION AGREEMENT**

ENGINEERING

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LINKEDIN SAN FRANCISCO

**LIST OF INDIVIDUALS ELIGIBLE FOR COMPENSATION BACKPAY UNDER
THE CONCILIATION AGREEMENT**

ENGINEERING

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ATTACHMENT B

TIMELINE

ACTIVITY	DATE
LinkedIn Mails Notice Documents (First Mailing)	7/29/22
Postmark Deadline for Class Members to Reply to Notice	8/29/22
LinkedIn Notifies OFCCP of Undeliverable Mailings	9/29/22
OFCCP Provides Updated Contact Information to LinkedIn	10/13/22
LinkedIn Mails Notice Documents (Second Mailing)	11/14/22
Postmark Deadline for Class Members to Reply to Second Notice	12/14/22
LinkedIn Provides List of Its Determination of Eligible Class Members	1/13/23
OFCCP Reviews and Approves Final List and Distribution Amounts	1/27/23
LinkedIn Mails Settlement Checks	2/27/23
LinkedIn Notifies OFCCP of any Checks Returned as Undeliverable	3/27/23
OFCCP Provides Updated Addresses	4/27/23
LinkedIn Mails Back Pay Checks to New Addresses	5/29/23
Distribution of Remaining Funds to Class Members	11/29/23

ATTACHMENT C

NOTICE TO CLASS MEMBERS

Dear *[name]*:

We are writing to provide information about an agreement between LinkedIn Corporation (“LinkedIn”) and the U.S. Department of Labor’s Office of Federal Contract Compliance Programs (“OFCCP”), which is the government agency responsible for enforcing the nondiscrimination and equal employment opportunity/affirmative action requirements that apply to federal contractors, including Executive Order 11246 (“E.O. 11246”). OFCCP conducted a compliance review of LinkedIn’s Sunnyvale and San Francisco establishments and alleges that LinkedIn discriminated against female employees in particular job titles in compensation for a 2-year period between 2015 and 2017. Specifically, OFCCP’s analysis identified statistically significant gender-based disparities in compensation against female employees in LinkedIn’s Engineering and Product job family groups located in its Sunnyvale facility and against female employees in LinkedIn’s Engineering and Marketing job family groups in its San Francisco facility between March 1, 2015, and March 1, 2017.

LinkedIn expressly denies OFCCP’s allegations and claims of pay discrimination, has not admitted to any violation of law (including Executive Order 11246), and there has not been any finding adjudicated by a judge or jury that LinkedIn violated any laws. OFCCP and LinkedIn entered into the Agreement to move forward and resolve the matter without resorting to further legal proceedings.

Our records show that you may be one of the individuals covered by the settlement because you worked as a *[position]* in the *[Sunnyvale/San Francisco]* facility between March 1, 2015 and March 1, 2017. If you take the steps described in this Notice by the deadline below, you may be eligible for a payment of back wages from LinkedIn.

Under the Agreement, you may be eligible to receive a settlement of at least [\$] (before adjustments for taxes and payroll contributions). Under the terms of the Agreement, it may take up to *[number]* months from the date of this letter before you receive your payment. The final amount you will receive will be reduced by deductions for items such as income tax withholding and Social Security contributions. **In order for you to be eligible to participate in the settlement, the (1) “Release of Claims Under Executive Order 11246” (“Release”), and (2) Information Verification must be received by *[insert date by which class members must respond]*.** These completed and signed forms, which may be returned in the enclosed postage-return envelope, must be postmarked by *[INSERT specific date]*.

[Name]
[Position]
[Contractor]
[Address]

If you have any questions you may call *[name]* at LinkedIn at *[phone number]*, or OFCCP at

(310) 268-^{(b) (7)(C), (b) (7)(D)}. Your call will be returned as soon as possible.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENT(S) TO LINKEDIN BY August 29, 2022, YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

Sincerely,

[Name]

Enclosures

Information Verification Form

Release of Claims Form

ATTACHMENT C-2

INFORMATION VERIFICATION FORM

You must complete this form in order to be eligible for the monetary payment under the terms of the Conciliation Agreement (Agreement) between LinkedIn and the Department of Labor's Office of Federal Contract Compliance Programs. Please print legibly, except for the signature.

Name: _____

Address: _____

Telephone Nos.: Home _____ Cell _____ Work _____

Email _____

Notify LinkedIn at the address below if your address, email address or phone number changes within the next twelve (12) months.

IF YOU FAIL TO COMPLETE AND RETURN THE ENCLOSED DOCUMENTS TO THE ADDRESS BELOW BY [DATE CLASS MEMBERS MUST RESPOND], YOU WILL NOT BE ELIGIBLE TO RECEIVE A PAYMENT.

[Name]
[Address]

I, (print name) _____, certify the above is true and correct.

Signature

Date

ATTACHMENT C-3

RELEASE OF CLAIMS UNDER EXECUTIVE ORDER 11246, AS AMENDED

PLEASE CAREFULLY READ THE ENCLOSED NOTICE BEFORE COMPLETING THIS RELEASE. YOU MUST RETURN A SIGNED RELEASE TO RECEIVE MONEY FROM THE SETTLEMENT.

This Release of Claims (“Release”) under Executive Order 11246, as amended, is a legal document. The document states that in return for LinkedIn Corporation (“LinkedIn”) paying you money, you agree that you are waiving all claims you might have, and agreeing not to file a lawsuit, against LinkedIn for allegedly violating Executive Order 11246, as amended, for compensation on the basis of gender in Engineering, Product, or Marketing positions. It also says that LinkedIn does not admit it violated any laws. This Release says you had sufficient time to review the document, to talk with others about the document, including an attorney if you choose, and that no one pressured you into signing the document. Finally, it says that if you do not sign and return the document by a certain date, you will not receive any money.

In consideration of payment of at least \$ _____ (less adjustments required by law) by LinkedIn to me, which I agree is acceptable, I agree to the following:

I.

I hereby waive, release and forever discharge LinkedIn, its predecessors, successors, related entities, parents, subsidiaries, affiliates and organizations, and its and their shareholders, directors, officers, employees, agents, successors, and assigns (“Releasees”), of and from any and all actions, causes of action, damages, liabilities, and claims, arising out of or actionable under Executive Order 11246, as amended, and its implementing regulations, which I or my representatives, heirs, executors, administrators, and assigns have or may have that relate to my compensation on the basis of my gender at any time prior to the date of my signature on this Release. By signing this agreement, I agree that I have been made whole for any claim that could have been brought under Executive Order 11246, as amended, relating to my compensation with LinkedIn through the Effective Date of this Release.

II.

I understand that LinkedIn denies that it treated me unlawfully or unfairly in any way and that LinkedIn entered into a Conciliation Agreement with the U.S. Department of Labor, Office of Federal Contract Compliance Programs (“OFCCP”) and agreed to make the payment described above to resolve alleged disparities in compensation and to resolve the matter without further legal proceedings in the compliance reviews initiated by OFCCP related to the facilities covered by the Conciliation Agreement. I further agree that the payment of the aforesaid sum by LinkedIn to me is not to be construed as an admission of any liability by LinkedIn.

III.

I declare that I have read this Release and that I have had a full opportunity to consider and understand its terms and to consult with my advisors and seek legal advice. I further declare that I have decided of my own free will to sign this Release.

IV.

I understand that if I do not sign this Release and return it to the contact listed on the enclosed Notice to Affected Class Members, by the deadline listed on the Notice, I will not be entitled to receive any payment from LinkedIn.

IN WITNESS WHEREOF, I have signed this document on this _____ day of _____, 20____

Printed Name

Signature

ATTACHMENT D

(b) (7) (E)

