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13 **Attorneys for Plaintiffs and the Proposed Classes**

14
 15 **UNITED STATES DISTRICT COURT**
 16 **CENTRAL DISTRICT OF CALIFORNIA**

17 CATS AND DOGS ANIMAL HOSPITAL,
 18 INC.; ASTRO APPLIANCE SERVICE;
 19 BLEEDING HEART, LLC; CALIFORNIA
 20 FURNISHINGS, INC.; CELIBRÉ, INC.;
 21 J.L. FERRI ENTERTAINMENT, INC.; LE
 22 PETITE RETREAT DAY SPA, LLC; SAN
 23 FRANCISCO BAY BOAT CRUISES,
 24 LLC; WAG MY TAIL, INC.; and
 25 ZODIAC RESTAURANT GROUP, INC.,
 26 on behalf of themselves and all others
 27 similarly situated,

24 Plaintiffs,

25 v.

26 YELP! INC.,
 27 Defendant.

Case No: 2:10-cv-01340-VBF-SS

Pleading Type: Class Action

**DECLARATION OF JACOB
 AARON BLECHER IN
 SUPPORT OF PLAINTIFFS'
 OPPOSITION TO
 DEFENDANT YELP! INC.'S
 MOTION TO TRANSFER
 VENUE (28 U.S.C. § 1404(a))**

Hearing Date: May 10, 2010

Hearing Time: 1:30 p.m.

Judge: Hon. Valerie Baker Fairbank

I, Jacob Aaron Blecher, declare:

1. I am the manager of Bleeding Heart Bakery, Plaintiff in this action. I submit this declaration in support of Plaintiffs' Opposition to Yelp's Motion to Transfer Venue. I have personal knowledge of the facts stated herein and, if called upon to do so, could and would testify competently thereto.

2. I never signed any agreement with Yelp.

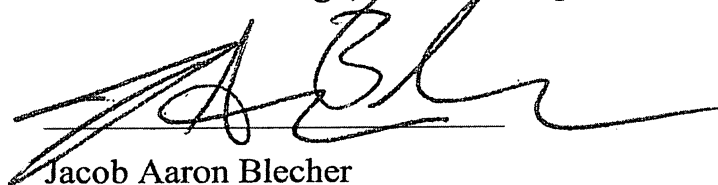
3. Although Bleeding Heart Bakery became a Yelp Sponsor, it did so as a result of Yelp's high-pressure tactics, without understanding that it was entitled to consult with an attorney.

4. I do not remember seeing a forum selection clause and did not expect that I would be limited to litigating in the Northern District of California if a dispute between Yelp and Bleeding Heart arose.

5. To the extent that my use of the Yelp website, including my claiming my business's Yelp.com listing, purportedly binds me to Yelp's Terms of Service, and that those Terms of Service include a forum selection clause in the event of a dispute with Yelp, I never had any knowledge of that clause and never expected, if a dispute arose with Yelp, that I would be limited to litigation in the Northern District of California.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed in Chicago, Illinois on April 19, 2010.



Jacob Aaron Blecher

1 DATED: April 19, 2010

Respectfully Submitted,

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/s/Jared H. Beck
Jared H. Beck

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