

1 **THE WESTON FIRM**
 2 GREGORY S. WESTON (239944)
 3 888 Turquoise Street
 4 San Diego, CA 92109
 5 Telephone: (858) 488-1672
 6 Facsimile: (480) 247-4553
 7 greg@westonfirm.com

8 JACK FITZGERALD (257370)
 9 2811 Sykes Court
 10 Santa Clara, CA 95051
 11 Telephone: (408) 459-0305
 12 jack@westonfirm.com

13 **BECK & LEE BUSINESS TRIAL LAWYERS**
 14 JARED H. BECK (233743)
 15 ELIZABETH LEE BECK (233742)
 16 Courthouse Plaza Building
 17 28 West Flagler Street, Suite 555
 18 Miami, FL 33130
 19 Telephone: (305) 789-0072
 20 Facsimile: (786) 664-3334
 21 jared@beckandlee.com
 22 elizabeth@beckandlee.com

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

24 **UNITED STATES DISTRICT COURT**
 25 **NORTHERN DISTRICT OF CALIFORNIA**

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

Case No. 3:10-cv-02351 MHP
 Pleading Type: Class Action
 Action Filed: February 23, 2010

**DECLARATION OF JARED H. BECK IN
 SUPPORT OF PLAINTIFFS' MOTION TO
 SHORTEN TIME, COMPEL 30(B)(6)
 DEPOSITION, AND FOR SANCTIONS**

Judge: The Hon. Marilyn Hall Patel

Plaintiffs,

Date: TBD
 Time: TBD

v.

YELP! INC.,

Defendant.

1 I, Jared Beck, declare:

2 1. I am a member in good standing of the State Bars of California and Florida, and
3 admitted to practice before this Court. I have personal knowledge of the facts stated herein, and,
4 if called on to do so, could and would testify competently thereto. I make this declaration in
5 support of Plaintiffs' Motion to Shorten Time, Compel 30(b)(6) Deposition, and for Sanctions.

6 2. On May 5, 2010, Plaintiffs served upon Yelp a Notice of Deposition pursuant to
7 Rule 30(b)(6). A true and correct copy of that Notice is annexed hereto as Exhibit A.

8 3. On June 13, 2010, my partner, Elizabeth Lee Beck and I, purchased non-
9 refundable airfare to San Francisco in order to attend the deposition as scheduled. Our receipts in
10 the total amount of \$954.80 are attached hereto as Exhibit B and Exhibit C.

11 4. At 9:57 p.m. on June 15, 2010, I received an email from Benjamin Kleine,
12 counsel for Yelp, attaching a document titled "Defendant Yelp! Inc.'s Objections to Plaintiffs'
13 Notice of Taking Fed. R. Civ. P. 30(B)(6) Deposition."

14 5. A true and correct copy of the June 15, 2010 email from Benjamin Kleine is
15 attached hereto as Exhibit D.

16 6. A true and correct copy of "Defendant Yelp! Inc.'s Objections to Plaintiffs'
17 Notice of Taking Fed. R. Civ. P. 30(B)(6) Deposition" is attached hereto as Exhibit E.

18 7. At 1:19 a.m. on June 16, 2010, I emailed Matthew Brown, counsel for Yelp,
19 clarifying that Yelp was cancelling the deposition. I offered to work around any issues relating to
20 the the time and place for the deposition, in the hopes of ensuring it proceed as scheduled on
21 Monday, June 21. A true and correct copy of my email is attached hereto as Exhibit F.

22 8. At 7:27 p.m. on June 16, 2010—well after the end of the business day—Yelp
23 responded by counsel restating its position raised in its objections. A true and correct copy of the
24 June 16, 2010 email from Matthew Brown is attached hereto as Exhibit G.

25 9. Plaintiffs incurred attorney's fees in the amount of \$4,165 in bringing this Motion.
26 This included 12.9 hours of attorney time spent in attempting to meet and confer with Yelp, and
27 in preparing the Motion, at a rate of \$350/hr.

1 10. Plaintiffs request that this motion be heard on a shortened schedule so that the
2 Court may, no later than Friday, June 18, have the opportunity to rule and compel the deposition
3 to take place as scheduled, in order that Plaintiffs may avoid the expense and inconvenience of
4 Yelp's last-minute cancellation. In particular, Plaintiffs request that Yelp's Opposition, if any, be
5 due June 17, 2010, and request that the Court rule on the Motion thereafter, without Reply.

6

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

9

Executed on June 16, 2010 in Miami, Florida.

10

s/ Jared H. Beck

11

Jared H. Beck

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

1 Respectfully Submitted,

2

3 /s/ Jack Fitzgerald
4 Jack Fitzgerald

5

6 **THE WESTON FIRM**
7 GREGORY S. WESTON
8 888 Turquoise Street
9 San Diego, CA 92109
10 Telephone: (858) 488-1672
11 Facsimile: (480) 247-4553
12 greg@westonfirm.com

13

14 JACK FITZGERALD
15 2811 Sykes Court
16 Santa Clara, CA 95051
17 Telephone: (408) 459-0305
18 jack@westonfirm.com

19

20 **BECK & LEE BUSINESS TRIAL LAWYERS**

21

22 JARED H. BECK
23 ELIZABETH LEE BECK
24 Courthouse Plaza Building
25 28 West Flagler Street, Suite 555
26 Miami, FL 33130
27 Telephone: (305) 789-0072
Facsimile: (786) 664-3334
jared@beckandlee.com
elizabeth@beckandlee.com

28

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

30

31

32

33

34

35

36

37

38

Exhibit A

1 **THE WESTON FIRM**
2 GREGORY S. WESTON (239944)
3 JACK FITZGERALD (257370)
4 888 Turquoise Street
5 San Diego, CA 92109
6 Telephone: (858) 488-1672
7 Facsimile: (480) 247-4553
8 greg@westonfirm.com
9 jack@westonfirm.com

10 **BECK & LEE BUSINESS TRIAL LAWYERS**
11 JARED H. BECK (233743)
12 ELIZABETH LEE BECK (233742)
13 28 West Flagler Street, Suite 555
14 Miami, FL 33130
15 Telephone: (305) 789-0072
16 Facsimile: (786) 664-3334
17 jared@beckandlee.com
18 elizabeth@beckandlee.com

19 Counsel for Plaintiffs and the Proposed Classes

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 CATS AND DOGS ANIMAL
23 HOSPITAL, INC., et al., on behalf of
24 themselves and all others similarly
25 situated,

26 Plaintiffs,

27 v.

28 YELP! INC.,

Defendant.

Case No: 2:10-cv-01340-VBF-SS
Pleading Type: Class Action

**PLAINTIFFS' NOTICE OF
TAKING RULE 30(B)(6)
DEPOSITION OF DEFENDANT**

Judge: The Hon. Valerie Baker
Fairbank

1 Pursuant to the Federal Rule of Civil Procedure 30(b)(6), Plaintiffs will take
2 before a notary public or officer duly authorized to administer oaths in the State of
3 California, the deposition of Defendant Yelp!, Inc. (“Yelp”) by the person(s) with
4 most knowledge regarding:

5 1. Issues related to class certification, including all elements under Fed.
6 R. Civ. P. 23;

7 2. The number and location of businesses listed on Yelp.com;

8 3. Yelp’s practices and policies regarding the solicitation of Sponsors or
9 advertisers on its website;

10 4. Yelp’s practices and policies regarding contacting businesses to sell
11 advertising subscriptions;

12 5. Yelp’s practices and policies regarding contacting businesses
13 concerning hosting Yelp “Sponsored Events”;

14 6. The division between sales and content management at Yelp;

15 7. Any manipulation or removal of content on Yelp.com in exchange for
16 payment;

17 8. The Yelp algorithm or review filter;

18 9. Yelp’s Terms of Service and Review Guidelines;

19 10. Yelp’s processes, practices and procedures concerning the review of
20 user-generated reviews claimed to have violated Yelp’s Terms of Service or
21 Review Guidelines;

22 11. The number and location of businesses which contract or have
23 contracted to become sponsors with Yelp;

24 12. The role of the “Yelp Elite Squad” in promoting or soliciting
25 businesses to become Yelp sponsors;

26 13. The role of Yelp “Scouts” or “Ambassadors,” or other persons
27 compensated by Yelp, in promoting or soliciting businesses to become Yelp
28

1 Sponsors;

2 14. All documents produced by any party or non-party relevant to class
3 certification issues; and

4 15. Yelp's financial information, including revenue from the sale of
5 advertising subscriptions.

6 Plaintiffs will take the deposition of the following, at the date and time
7 indicated below or a comparable date and time agreed to by the parties:

<u>Name</u>	<u>Date & Time</u>	<u>Location</u>
Corporate representative(s) of Yelp!, Inc.	June 21, 2010 at 9:00 am and continuing from day to day as necessary	650 Mission St., 2 nd Floor San Francisco, CA 94103

8 Dated: May 5, 2010

9 Respectfully Submitted,

10 

11 Gregory S. Weston
12 **THE WESTON FIRM**
13 GREGORY S. WESTON
14 JACK FITZGERALD
15 888 Turquoise Street
16 San Diego, CA 92109
17 Telephone: 858 488 1672
18 Facsimile: 480 247 4553

19 **BECK & LEE BUSINESS TRIAL**
20 **LAWYERS**
21 JARED H. BECK
22 ELIZABETH LEE BECK
23 Courthouse Plaza Building
24 28 West Flagler Street, Suite 555
25 Miami, FL 33130
26 Telephone: 305 789 0072
27 Facsimile: 786 664 3334

28 Counsel for Plaintiffs and the
Proposed Classes

Exhibit B



eTicket Receipt

Prepared For
BECK/JARED H

CONFIRMATION #	KOVLBR
TICKET ISSUE DATE	13Jun10
TICKET NUMBER	2792145637697
ISSUING AIRLINE	JETBLUE AIRWAYS
ISSUING AGENT	NIH/SSW

Itinerary Details

TRAVEL DATE	AIRLINE	DEPARTURE	ARRIVAL	OTHER NOTES
18Jun	JETBLUE AIRWAYS B6 277	FT LAUDERDALE, FL Time 6:56pm Terminal TERMINAL 3	SAN FRANCISCO, CA Time 10:03pm Terminal INTERNATIONAL TERMINAL	Class ECONOMY Seat Number 21B (CONFIRMED) Baggage Allowance 1PC Booking Status CONFIRMED Fare Basis VH3 Not Valid Before 18JUN Not Valid After 18JUN
21Jun - 22Jun	JETBLUE AIRWAYS B6 278	SAN FRANCISCO, CA Time 9:55pm Terminal INTERNATIONAL TERMINAL	FT LAUDERDALE, FL Time 6:12am Terminal TERMINAL 3	Class ECONOMY Seat Number 20B (CONFIRMED) Baggage Allowance 1PC Booking Status CONFIRMED Fare Basis RH7 Not Valid Before 21JUN Not Valid After 21JUN

Payment/Fare Details

Form of Payment	CREDIT CARD - VISA : XXXXXXXXXXXXX 9459
Endorsement / Restrictions	NONREF - FEE FOR CHG/CXL
Fare Calculation Line	FLL B6 SFO230.70VH3 B6 FLL193.49RH7 USD424.19END ZPFLLSFO XFFLL4.5SFO4.5
Fare	USD 424.19

Taxes/Fees/Charges	USD 31.81 US (US TRANSPORTATION TAX)
	USD 7.40 ZP (US SEGMENT TAX)
	USD 14.00 XT (COMBINED TAXES)
Total Fare	USD 477.40

Positive identification required for airport check in**Notice:**

Carriage and other service provided by the carrier are subject to conditions of carriage, which are hereby incorporated by reference. These conditions may be obtained from the issuing carrier.

E-Ticket Receipt total includes only air fare, taxes and fees applicable to air fare, baggage fees, and EML fees as may be applicable. E-Receipt does not include other additional fees that may apply, such as but not limited to the Phone booking fee, Pet Fee, or Unaccompanied Minor Fees. Please call 1-800-JetBlue to receive a receipt total that includes all fees paid.

[Important Legal Notices](#)

Exhibit C



eTicket Receipt

Prepared For
BECK/ELIZABETH

CONFIRMATION #	KOVLBR
TICKET ISSUE DATE	13Jun10
TICKET NUMBER	2792145637696
ISSUING AIRLINE	JETBLUE AIRWAYS
ISSUING AGENT	NIH/SSW

Itinerary Details

TRAVEL DATE	AIRLINE	DEPARTURE	ARRIVAL	OTHER NOTES
18Jun	JETBLUE AIRWAYS B6 277	FT LAUDERDALE, FL Time 6:56pm Terminal TERMINAL 3	SAN FRANCISCO, CA Time 10:03pm Terminal INTERNATIONAL TERMINAL	Class ECONOMY Seat Number 21A (CONFIRMED) Baggage Allowance 1PC Booking Status CONFIRMED Fare Basis VH3 Not Valid Before 18JUN Not Valid After 18JUN
21Jun - 22Jun	JETBLUE AIRWAYS B6 278	SAN FRANCISCO, CA Time 9:55pm Terminal INTERNATIONAL TERMINAL	FT LAUDERDALE, FL Time 6:12am Terminal TERMINAL 3	Class ECONOMY Seat Number 20C (CONFIRMED) Baggage Allowance 1PC Booking Status CONFIRMED Fare Basis RH7 Not Valid Before 21JUN Not Valid After 21JUN

Payment/Fare Details

Form of Payment	CREDIT CARD - VISA : XXXXXXXXXXXXX 9459
Endorsement / Restrictions	NONREF - FEE FOR CHG/CXL
Fare Calculation Line	FLL B6 SFO230.70VH3 B6 FLL193.49RH7 USD424.19END ZPFLLSFO XFFLL4.5SFO4.5
Fare	USD 424.19

Taxes/Fees/Charges	USD 31.81 US (US TRANSPORTATION TAX)
	USD 7.40 ZP (US SEGMENT TAX)
	USD 14.00 XT (COMBINED TAXES)
Total Fare	USD 477.40

Positive identification required for airport check in**Notice:**

Carriage and other service provided by the carrier are subject to conditions of carriage, which are hereby incorporated by reference. These conditions may be obtained from the issuing carrier.

E-Ticket Receipt total includes only air fare, taxes and fees applicable to air fare, baggage fees, and EML fees as may be applicable. E-Receipt does not include other additional fees that may apply, such as but not limited to the Phone booking fee, Pet Fee, or Unaccompanied Minor Fees. Please call 1-800-JetBlue to receive a receipt total that includes all fees paid.

[Important Legal Notices](#)

Exhibit D

Jared H. Beck

From: Kleine, Benjamin [bkleine@cooley.com]
Sent: Tuesday, June 15, 2010 9:57 PM
To: jared@beckandlee.com; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Cc: Brown, Matthew D.; Boot, Sarah
Subject: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice
Attachments: 2010-06-15 - Yelp's Objections to Plaintiffs' 30(b)(6).PDF; 2010-06-15 - Yelp's Objections to Plaintiffs' 30(b)(6) - Proof of Service.PDF

Counsel –

Attached are Yelp's objections to plaintiffs' 30(b)(6) deposition notice and a proof of service. Hard copies follow.

Regards,

- Ben

Benjamin H. Kleine
Cooley LLP
101 California Street, 5th Floor, San Francisco, CA 94111
Direct: 415-693-2022 • Fax: 415-693-2222

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.

Exhibit E

1 COOLEY LLP
MICHAEL G. RHODES (116127) (rhodesmg@cooley.com)
2 MATTHEW D. BROWN (196972) (brownmd@cooley.com)
BENJAMIN H. KLEINE (257225) (bkleine@cooley.com)
3 101 California Street, 5th Floor
San Francisco, CA 94111-5800
4 Telephone: (415) 693-2000
Fax: (415) 693-2222

5 Attorneys for Defendant
6 YELP! INC.

7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10
11 CATS AND DOGS ANIMAL
HOSPITAL, INC., et al., on behalf of
12 itself and all others similarly situated,

13 Plaintiffs,

14 v.

15 YELP! INC.,

16 Defendant.

No. CV 10-02351 MHP

**DEFENDANT YELP! INC.'S OBJECTIONS TO
PLAINTIFFS' NOTICE OF TAKING FED. R. CIV.
P. 30(B)(6) DEPOSITION**

17
18
19
20
21
22
23
24
25
26
27
28

1 Pursuant to Federal Rules of Civil Procedure 26 and 30, Defendant Yelp! Inc. (“Yelp”)
2 objects and responds to Plaintiffs’ Notice of Taking Rule 30(b)(6) Deposition of Defendant
3 (“Notice”) as follows:

4 **I. GENERAL OBJECTIONS**

5 Yelp hereby sets forth the following General Objections which apply to the Notice and to
6 each deposition topic:

7 **1.** Yelp objects to this Notice as premature given the procedural history and posture
8 of the case. This case has recently been transferred from the Central District of California to
9 this Court, where a related case is pending. Currently pending before this Court is Yelp’s
10 motion to consolidate for all purposes this case (“*Cats and Dogs*”) with *Boris Y. Levitt v. Yelp!*
11 *Inc.*, Case No. CV 10-01321 MHP (“*Levitt*”) (“Yelp’s Motion”), to which Plaintiff in *Levitt* has
12 stipulated. If the Court grants Yelp’s Motion, discovery of these two matters will be
13 consolidated, which means that Plaintiffs in *Cats and Dogs* and Plaintiff in *Levitt* will jointly
14 depose Yelp once on these topics. Regardless of whether Yelp’s Motion is granted, *Cats and*
15 *Dogs* and *Levitt* are putative class actions that have been deemed related and are pending before
16 the same judge. Accordingly, Yelp anticipates that deposition discovery will at least be
17 coordinated in the two cases to avoid undue duplication of effort, burden, and expense. Further,
18 in addition to resolution of the consolidation issues, document discovery has just begun and the
19 Court has not yet entered a Scheduling Order governing discovery and class certification.

20 **2.** Yelp objects to the date and time set forth unilaterally by Plaintiffs in this Notice.
21 Yelp will make a witness available for deposition at a mutually agreed upon date and time,
22 consistent with any Scheduling Order entered by the Court.

23 **3.** Yelp objects to the Notice and each deposition topic to the extent that they call
24 for disclosure of information protected by the attorney-client privilege, work product immunity,
25 or any other applicable privilege, immunity, or other limitation on discovery.

26 **4.** Yelp objects to the Notice and each deposition topic to the extent that they seek
27 the disclosure of information that Yelp, any other party to this litigation, or any non-party deems
28 to embody material that is private, business confidential, proprietary, trade secret, or otherwise

1 protected from disclosure pursuant to Federal Rule of Civil Procedure 26, Federal Rule of
2 Evidence 501, California Evidence Code section 1060, or California Constitution, article I,
3 section 1. Yelp will disclose such information only upon entry of an appropriate protective
4 order against the unauthorized use or disclosure of such information.

5 **5.** Yelp objects to the Notice and each deposition topic to the extent that they seek
6 information not currently in Yelp's possession, custody, or control.

7 **6.** Yelp objects to the Notice and to each deposition topic to the extent that they
8 seek information that is neither relevant to the subject matter of this lawsuit nor reasonably
9 likely to lead to the discovery of admissible evidence.

10 **7.** Yelp objects to the Notice and to each deposition topic to the extent that they
11 seek information relevant only to the merits of the action and not to issues of class certification.
12 As Yelp has stated in the Joint Rule 26(f) Conference Report filed by the parties in the Central
13 District of California before transfer, Yelp believes that discovery should proceed on a
14 bifurcated schedule. Such a bifurcated schedule would focus first on class certification issues
15 and discovery pertaining to any named Plaintiff in this action prior to class certification briefing,
16 and merits discovery (other than with respect to any named Plaintiff in this matter) would
17 proceed after the class certification phase.

18 **8.** Yelp objects to the Notice and to each deposition topic, to the extent that they are
19 not limited by time period, as excessive, not reasonably calculated to lead to the discovery of
20 admissible evidence, and would subject Yelp to unreasonable and undue annoyance, oppression,
21 burden, and expense.

22 **9.** Yelp objects to the Notice to the extent it seeks information regarding businesses
23 that are not based in the United States and Yelp's policies, procedures, organization, or
24 administration outside of the United States as overly broad and not relevant to the subject matter
25 of this action or reasonably calculated to lead to the discovery of admissible evidence. To the
26 extent Yelp agrees to testify on a particular topic, such agreement is limited to testimony
27 concerning businesses based in the United States or Yelp's activities within the United States.

28

1 **10.** Yelp reserves the right to supplement its objections and responses or to make
2 supplemental or additional objections at the deposition as additional information pertinent to the
3 deposition topics becomes available.

4 **II. OBJECTIONS AND RESPONSES TO DEPOSITION TOPICS**

5 Without waiving or limiting in any manner any of the foregoing General Objections, but
6 rather, expressly incorporating them to the extent applicable into each of the following
7 responses as though fully set forth therein, Yelp objects to the specific topics set forth in the
8 Notice as follows:

9 **TOPIC 1:**

10 Issues related to class certification, including all elements under Fed. R. Civ. P. 23.

11 **RESPONSE TO TOPIC 1:**

12 Yelp incorporates by reference its General Objections above as though set forth in
13 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad,
14 and unduly burdensome and oppressive. Yelp further objects to this topic because it is vague
15 and ambiguous, as well as vague and ambiguous as to time. Yelp further objects to this topic to
16 the extent that it calls for a legal conclusion. Yelp further objects to this topic to the extent that
17 it seeks information protected by the attorney-client privilege and the work product doctrine.

18 Subject to and without waiving its objections, Yelp will designate a witness to testify on
19 this topic only after this topic is sufficiently clarified and narrowed through the parties' meet
20 and confer efforts, and after entry of an appropriate protective order. Plaintiffs must specify
21 which "issues related to class certification" they seek to address with Yelp's 30(b)(6)
22 deponent(s).

23 **TOPIC 2:**

24 The number and location of businesses listed on Yelp.com.

25 **RESPONSE TO TOPIC 2:**

26 Yelp incorporates by reference its General Objections above as though set forth in
27 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
28 and unduly burdensome. Yelp further objects to this topic because it is vague and ambiguous as

1 to time and as to the undefined terms “location” and “businesses.” Yelp further objects to the
2 term “businesses” as potentially overly broad or unduly burdensome because the Yelp website
3 contains reviews for entities, locations, persons, and things that are not businesses (e.g., local
4 parks). Yelp further objects to this topic as unduly burdensome and oppressive, as worded,
5 because no 30(b)(6) deponent can be expected to commit to memory the locations of the
6 thousands of businesses listed on Yelp.com, particularly since the listings on Yelp.com change
7 over time. Yelp further objects to this topic to the extent that it seeks information protected by
8 the attorney-client privilege and the work product doctrine.

9 Subject to and without waiving its objections, Yelp will designate a witness to testify on
10 this topic only after this topic is sufficiently clarified and narrowed through the parties’ meet
11 and confer efforts, and after entry of an appropriate protective order.

12 **TOPIC 3:**

13 Yelp’s practices and policies regarding the solicitation of Sponsors or advertisers on its
14 website.

15 **RESPONSE TO TOPIC 3:**

16 Yelp incorporates by reference its General Objections above as though set forth in
17 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
18 and unduly burdensome. Yelp further objects to this topic because it is vague and ambiguous as
19 to time and as to the undefined term “Sponsors.” Yelp further objects to this topic as vague and
20 ambiguous as to what activities constitutes “solicitation . . . on its website.” Yelp further objects
21 to this topic to the extent that it seeks information protected by the attorney-client privilege and
22 the work product doctrine.

23 Subject to and without waiving its objections, Yelp will designate a witness to testify on
24 this topic only after this topic is sufficiently clarified and narrowed through the parties’ meet
25 and confer efforts, and after entry of an appropriate protective order.

26 **TOPIC 4:**

27 Yelp’s practices and policies regarding contacting businesses to sell advertising
28 subscriptions.

1 **RESPONSE TO TOPIC 4:**

2 Yelp incorporates by reference its General Objections above as though set forth in
3 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
4 and unduly burdensome. Yelp further objects to this topic because it is vague and ambiguous as
5 to time and as to the undefined term “advertising subscriptions.” Yelp further objects to this
6 topic to the extent that it seeks information protected by the attorney-client privilege and the
7 work product doctrine.

8 Subject to and without waiving its objections, Yelp will designate a witness to testify on
9 this topic only after this topic is sufficiently clarified and narrowed through the parties’ meet
10 and confer efforts, and after entry of an appropriate protective order.

11 **TOPIC 5:**

12 Yelp’s practices and policies regarding contacting businesses concerning hosting Yelp
13 “Sponsored Events.”

14 **RESPONSE TO TOPIC 5:**

15 Yelp incorporates by reference its General Objections above as though set forth in
16 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad,
17 unduly burdensome, and irrelevant, and, therefore, not reasonably calculated to lead to the
18 discovery of admissible evidence. Yelp further objects to this topic because it is vague and
19 ambiguous as to time and as to the undefined terms “hosting,” and “Sponsored Events.” Yelp
20 further objects to this topic to the extent that it seeks information protected by the attorney-client
21 privilege and the work product doctrine.

22 **TOPIC 6:**

23 The division between sales and content management at Yelp.

24 **RESPONSE TO TOPIC 6:**

25 Yelp incorporates by reference its General Objections above as though set forth in
26 response to this topic. Yelp further objects to this topic because it is vague and ambiguous,
27 particularly as to time and as to the undefined terms “division,” “sales” and “content
28

1 management.” Yelp further objects to this topic to the extent that it seeks information protected
2 by the attorney-client privilege and the work product doctrine.

3 Subject to and without waiving its objections, Yelp will designate a witness to testify on
4 this topic only after this topic is sufficiently clarified through the parties’ meet and confer
5 efforts, and after entry of an appropriate protective order.

6 **TOPIC 7:**

7 Any manipulation or removal of content on Yelp.com in exchange for payment.

8 **RESPONSE TO TOPIC 7:**

9 Yelp incorporates by reference its General Objections above as though set forth in
10 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
11 and not reasonably calculated to lead to the discovery of admissible evidence. Yelp further
12 objects to this topic because it is vague and ambiguous, particularly as to time and as to the
13 undefined terms “manipulation,” “removal,” and “content.” Yelp further objects to this topic
14 because it lacks foundation and assumes facts not in evidence. Yelp further objects to this topic
15 to the extent that it seeks information protected by the attorney-client privilege and the work
16 product doctrine.

17 Subject to and without waiving its objections, Yelp will designate a witness to testify on
18 this topic only after this topic is sufficiently clarified and narrowed through the parties’ meet
19 and confer efforts, and after entry of an appropriate protective order.

20 **TOPIC 8:**

21 The Yelp algorithm or review filter.

22 **RESPONSE TO TOPIC 8:**

23 Yelp incorporates by reference its General Objections above as though set forth in
24 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
25 and irrelevant, and, therefore, not reasonably calculated to lead to the discovery of admissible
26 evidence. Yelp further objects to this topic because it is vague and ambiguous as to time and as
27 to the undefined term “algorithm.” Yelp further objects to this topic to the extent it seeks trade
28 secret information critical to the continued operation of Yelp’s business. Yelp further objects to

1 this topic to the extent that it seeks information protected by the attorney-client privilege and the
2 work product doctrine.

3 Subject to and without waiving its objections, Yelp will designate a witness to testify as
4 to Yelp's review filter after entry of an appropriate protective order. Due to the highly
5 confidential nature of this information, the parties must meet and confer prior to the deposition
6 as to the manner in which questioning and testimony on this deposition topic will take place.

7 **TOPIC 9:**

8 Yelp's Terms of Service and Review Guidelines.

9 **RESPONSE TO TOPIC 9:**

10 Yelp incorporates by reference its General Objections above as though set forth in
11 response to this topic. Yelp objects to this topic on the grounds that it is overly broad and not
12 reasonably calculated to lead to the discovery of admissible evidence. Yelp further objects to
13 this topic because it is vague and ambiguous as to time and as to the undefined terms "Terms of
14 Service" and "Review Guidelines." Yelp will construe the undefined terms "Terms of Service"
15 and "Review Guidelines" to refer to those currently set forth on Yelp's Website. Yelp further
16 objects to this topic to the extent that it seeks information protected by the attorney-client
17 privilege and the work product doctrine.

18 Subject to and without waiving its objections, after entry of an appropriate protective
19 order, Yelp will designate a witness to testify about Yelp's general policies and procedures
20 concerning the review of user-generated reviews in response to claims that the reviews violate
21 Yelp's Terms of Service or Review Guidelines.

22 **TOPIC 10:**

23 Yelp's processes, practices, and procedures concerning the review of user-generated
24 reviews claimed to have violated Yelp's Terms of Service or Review Guidelines.

25 **RESPONSE TO TOPIC 10:**

26 Yelp incorporates by reference its General Objections above as though set forth in
27 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
28 and, therefore, unduly burdensome. Yelp further objects to this topic because it is vague and

1 ambiguous as to time and as to the undefined terms “review,” “Terms of Service,” and “Review
2 Guidelines.” Yelp will construe the undefined terms “Terms of Service” and “Review
3 Guidelines” to refer to those currently set forth on Yelp’s Website. Yelp further objects to this
4 topic because it lacks foundation and assumes facts not in evidence. Yelp further objects to this
5 topic to the extent that it calls for a legal conclusion. Yelp further objects to this topic to the
6 extent that it seeks information protected by the attorney-client privilege and the work product
7 doctrine.

8 Subject to and without waiving its objections, after entry of an appropriate protective
9 order, Yelp will designate a witness to testify about Yelp’s general policies and procedures
10 concerning the review of user-generated reviews in response to claims that the reviews violate
11 Yelp’s Terms of Service or Review Guidelines.

12 **TOPIC 11:**

13 The number and location of businesses which contract or have contracted to become
14 sponsors with Yelp.

15 **RESPONSE TO TOPIC 11:**

16 Yelp incorporates by reference its General Objections above as though set forth in
17 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad
18 and, therefore, unduly burdensome. Yelp further objects to this topic because it is vague and
19 ambiguous as to time and as to the undefined terms “location” and “sponsors.” Yelp further
20 objects to this topic as unduly burdensome, as worded, because no 30(b)(6) deponent can be
21 expected to commit to memory the locations of the thousands of businesses that have entered
22 into advertising contracts with Yelp. Yelp further objects to this topic to the extent that it seeks
23 information protected by the attorney-client privilege and the work product doctrine.

24 Subject to and without waiving its objections, Yelp will designate a witness to testify on
25 this topic only after this topic is sufficiently clarified and narrowed through the parties’ meet
26 and confer efforts, and after entry of an appropriate protective order.

27
28

1 **TOPIC 12:**

2 The role of the “Yelp Elite Squad” in promoting or soliciting businesses to become Yelp
3 sponsors.

4 **RESPONSE TO TOPIC 12:**

5 Yelp incorporates by reference its General Objections above as though set forth in
6 response to this topic. Yelp further objects to this topic as overly broad and, therefore, unduly
7 burdensome. Yelp further objects to this topic because it is vague and ambiguous as to time and
8 as to the undefined terms “Yelp Elite Squad” and “sponsors.” Yelp further objects to this topic
9 to the extent that it calls for a legal conclusion. Yelp further objects to this topic to the extent
10 that it seeks information protected by the attorney-client privilege and the work product
11 doctrine.

12 Subject to and without waiving its objections, Yelp will designate a witness to testify on
13 this topic only after this topic is sufficiently clarified through the parties’ meet and confer
14 efforts, and after entry of an appropriate protective order.

15 **TOPIC 13:**

16 The role of Yelp “Scouts” or “Ambassadors” or other persons compensated by Yelp, in
17 promoting or soliciting businesses to become Yelp Sponsors.

18 **RESPONSE TO TOPIC 13:**

19 Yelp incorporates by reference its General Objections above as though set forth in
20 response to this topic. Yelp further objects to this topic as overly broad and, therefore, unduly
21 burdensome. Yelp further objects to this topic because it is vague and ambiguous as to time
22 and as to the undefined terms “Scouts,” “Ambassadors,” “compensated,” and “Sponsors.” Yelp
23 further objects to the term “compensated” as overly broad, unduly burdensome, and irrelevant,
24 and, therefore, not reasonably calculated to lead to the discovery of admissible evidence. Yelp
25 further objects to this topic to the extent that it calls for a legal conclusion. Yelp further objects
26 to this topic to the extent that it seeks information protected by the attorney-client privilege and
27 the work product doctrine.

28

1 Subject to and without waiving its objections, Yelp will designate a witness to testify on
2 this topic only after this topic is sufficiently clarified through the parties' meet and confer
3 efforts, and after entry of an appropriate protective order.

4 **TOPIC 14:**

5 All documents produced by any party or non-party relevant to class certification issues.

6 **RESPONSE TO TOPIC 14:**

7 Yelp incorporates by reference its General Objections above as though set forth in
8 response to this topic. Yelp objects to this topic as premature as the parties have not yet
9 produced documents in this case. Yelp further objects to this topic on the grounds that it is
10 overly broad and, therefore, unduly burdensome. Yelp further objects to this topic as unduly
11 burdensome and oppressive, as worded, because no 30(b)(6) deponent can be expected to
12 commit to memory detailed information about all of the documents produced in this litigation,
13 especially those produced by a party other than Yelp. Yelp further objects to this topic because
14 it is vague and ambiguous. Yelp further objects to this topic to the extent that it calls for a legal
15 conclusion. Yelp further objects to this topic to the extent that it seeks information protected by
16 the attorney-client privilege and the work product doctrine.

17 **TOPIC 15:**

18 Yelp's financial information, including revenue from the sale of advertising
19 subscriptions.

20 **RESPONSE TO TOPIC 15:**

21 Yelp incorporates by reference its General Objections above as though set forth in
22 response to this topic. Yelp further objects to this topic on the grounds that it is overly broad,
23 unduly burdensome, and that it is not reasonably calculated to lead to the discovery of
24 admissible evidence. Yelp further objects to this topic because it is vague and ambiguous as to
25 time and as to the undefined terms "financial information" and "advertising subscriptions."
26 Yelp further objects to this topic to the extent that it seeks information only relevant to the
27 merits of this action and not to issues of class certification. Yelp further objects to this topic to
28

1 the extent that it seeks information protected by the attorney-client privilege and the work
2 product doctrine.

3 Dated: June 15, 2010

COOLEY LLP

4

5

/s/ Matthew D. Brown

6

Matthew D. Brown (196972)

7

Attorneys for Defendant Yelp! Inc.

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit F

Jared H. Beck

From: Jared H. Beck [jared@beckandlee.com]
Sent: Wednesday, June 16, 2010 4:19 AM
To: 'Kleine, Benjamin'; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Cc: 'Brown, Matthew D.'; 'Boot, Sarah'
Subject: RE: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice

Matt:

Are we to understand that these objections, which were sent to Plaintiffs' counsel on the evening of Tuesday, June 15th, reflect your intention not to produce a witness for Yelp's Rule 30(b)(6) deposition noticed for Monday, June 21st in San Francisco? If so, your eleventh hour maneuver is truly unfortunate. As you know, Yelp's deposition has been noticed since May 5th. Having heard nothing from you or your co-counsel to suggest otherwise during the intervening six weeks, we assumed that the designated date and time were convenient for your client, and we have already incurred costs in making arrangements to take the deposition in San Francisco on Monday, including purchasing non-refundable airfare. If the starting time or place are issues for you, those can be worked around – obviously, making sure this deposition happens on Monday will obviate the need for us to seek reimbursement of our costs with the Court.

In addition, our side has contacted you several times over the past couple weeks to meet and confer on Yelp's objections to our discovery requests, as well as other discovery issues including electronic discovery matters, and you have refused to meet and confer or even schedule a time to meet and confer. I will make the same request once again: when are you available to meet and confer on discovery? Your continual unresponsiveness on such a basic discovery obligation – and now, your apparent last-minute refusal to comply with a deposition notice that has been pending for six weeks – make it apparent that Plaintiffs' only recourse to obtain discovery in this case may be to file a motion under Rule 37, including a request for appropriate sanctions. I hope that won't be necessary.

Very truly yours,

JARED H. BECK, ESQ. | [Beck & Lee Business Trial Lawyers](#)
Courthouse Plaza Building | 28 West Flagler Street Suite 555 | Miami, Florida 33130
305-789-0072 Phone | 786-664-3334 Fax

jared@beckandlee.com | [twitter.com/JaredBeck](#)
website: [www.beckandlee.com](#) | [blog: beckandlee.wordpress.com](#)

=====
The information contained in this e-mail message is confidential, may be attorney privileged, and is intended only for the use of the individual(s) named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.
=====

From: Kleine, Benjamin [mailto:bkleine@cooley.com]
Sent: Tuesday, June 15, 2010 9:57 PM
To: jared@beckandlee.com; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Cc: Brown, Matthew D.; Boot, Sarah
Subject: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice

Counsel –

Attached are Yelp's objections to plaintiffs' 30(b)(6) deposition notice and a proof of service. Hard copies follow.

Regards,

- Ben

Benjamin H. Kleine

Cooley LLP

101 California Street, 5th Floor, San Francisco, CA 94111

Direct: 415-693-2022 • Fax: 415-693-2222

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.

Exhibit G

Jared H. Beck

From: Brown, Matthew D. [BROWNMD@cooley.com]
Sent: Wednesday, June 16, 2010 7:27 PM
To: Jared H. Beck
Cc: Boot, Sarah; Kleine, Benjamin; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Subject: RE: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice

Jared,

I find it hard to believe that you would have assumed one or more depositions would be proceeding on the noticed 30(b)(6) topics on Monday, June 21. I don't recall you even mentioning a June 21 deposition since the notice was served, let alone inquiring as to which of the 15 (overly broad) topics would be covered and how many witnesses there would be. Further, plaintiffs know very well Yelp's longstanding view that the *Cats and Dogs* and *Levitt* cases should be consolidated, and our related view that we should not be engaging in the same discovery twice. While we have agreed to move forward with written discovery which was initiated when the *Cats and Dogs* case was still in the Central District, it is premature to move forward with depositions before the issues of consolidation and coordination of discovery have been resolved. (As you know, our motion to consolidate and your cross-motion are scheduled to be heard on July 19.) Further, no protective order has been entered and, thus, as you know from our objections and responses to your other discovery, Yelp would be unable to proceed. Given this background, I also find it hard to believe that you would have purchased non-refundable airfare in reliance on the deposition(s) proceeding on Monday.

Regarding the meet and confer on Plaintiffs' RFPs, Yelp has never said or suggested that it will not meet and confer. To the contrary, we discussed this issue with Jack Fitzgerald on Friday, June 4, and we stated quite explicitly that we are prepared to meet and confer with you and Levitt's counsel on Yelp's responses. The result of those discussions was that Jack was going to contact counsel for Levitt early the following week to discuss Levitt's position on (a) whether the cases should be consolidated (Yelp's view) or (b) whether the *Levitt* case should be stayed (the *Cats and Dogs* Plaintiffs' view). We understood that, following that discussion, Jack would get back in touch with us to discuss a date for the meet and confer. Depending on Levitt's counsel's position, such meet and confer either would or would not include Levitt's counsel. We never heard back from Jack, and your current attempt to portray this as "unresponsiveness" on Yelp's part is unpersuasive.

Yelp is available to meet and confer Wednesday and Thursday of next week. Please let us know if you are available on those days—and, if so, during what hours—and we will then check with Levitt's counsel on their availability.

Sincerely,
Matt

From: Jared H. Beck [mailto:jared@beckandlee.com]
Sent: Wednesday, June 16, 2010 1:19 AM
To: Kleine, Benjamin; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Cc: Brown, Matthew D.; Boot, Sarah
Subject: RE: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice

Matt:

Are we to understand that these objections, which were sent to Plaintiffs' counsel on the evening of Tuesday, June 15th, reflect your intention not to produce a witness for Yelp's Rule 30(b)(6) deposition noticed for Monday, June 21st in San Francisco? If so, your eleventh hour maneuver is truly unfortunate. As you know, Yelp's deposition has been noticed

since May 5th. Having heard nothing from you or your co-counsel to suggest otherwise during the intervening six weeks, we assumed that the designated date and time were convenient for your client, and we have already incurred costs in making arrangements to take the deposition in San Francisco on Monday, including purchasing non-refundable airfare. If the starting time or place are issues for you, those can be worked around – obviously, making sure this deposition happens on Monday will obviate the need for us to seek reimbursement of our costs with the Court.

In addition, our side has contacted you several times over the past couple weeks to meet and confer on Yelp’s objections to our discovery requests, as well as other discovery issues including electronic discovery matters, and you have refused to meet and confer or even schedule a time to meet and confer. I will make the same request once again: when are you available to meet and confer on discovery? Your continual unresponsiveness on such a basic discovery obligation – and now, your apparent last-minute refusal to comply with a deposition notice that has been pending for six weeks – make it apparent that Plaintiffs’ only recourse to obtain discovery in this case may be to file a motion under Rule 37, including a request for appropriate sanctions. I hope that won’t be necessary.

Very truly yours,

JARED H. BECK, ESQ. | [Beck & Lee Business Trial Lawyers](#)
Courthouse Plaza Building | 28 West Flagler Street Suite 555 | Miami, Florida 33130
305-789-0072 Phone | 786-664-3334 Fax

jared@beckandlee.com | twitter.com/JaredBeck
website: www.beckandlee.com | blog: beckandlee.wordpress.com

=====
The information contained in this e-mail message is confidential, may be attorney privileged, and is intended only for the use of the individual(s) named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this communication is strictly prohibited. If you have received this communication in error, please contact the sender by reply e-mail and destroy all copies of the original message.
=====

From: Kleine, Benjamin [mailto:bkleine@cooley.com]
Sent: Tuesday, June 15, 2010 9:57 PM
To: jared@beckandlee.com; elizabeth@beckandlee.com; greg@westonfirm.com; jack@westonfirm.com
Cc: Brown, Matthew D.; Boot, Sarah
Subject: Cats and Dogs v. Yelp - Objections to 30(b)(6) Deposition Notice

Counsel –

Attached are Yelp’s objections to plaintiffs’ 30(b)(6) deposition notice and a proof of service. Hard copies follow.

Regards,

- Ben

Benjamin H. Kleine
Cooley LLP
101 California Street, 5th Floor, San Francisco, CA 94111
Direct: 415-693-2022 • Fax: 415-693-2222

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.

This email message is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. If you are the intended recipient, please be advised that the content of this message is subject to access, review and disclosure by the sender's Email System Administrator.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachment) is not intended or written by us to be used, and cannot be used, (i) by any taxpayer for the purpose of avoiding tax penalties under the Internal Revenue Code or (ii) for promoting, marketing or recommending to another party any transaction or matter addressed herein.