

# Exhibit 2

*Cats and Dogs Animal Hospital, Inc. et al. v. Yelp! Inc.*, Case No. 3:10-CV-02351 MHP  
EXH. ISO STATEMENT OF WITHDRAWAL OF MOTION FOR APPOINTMENT OF BECK & LEE AS  
INTERIM CLASS COUNSEL

**BECK & LEE BUSINESS TRIAL LAWYERS**

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Counsel for Plaintiffs and the Proposed Classes

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

EVANGELINE RED, JENNIFER RED, and  
RACHEL WHITT, on Behalf of Themselves  
and All Others Similarly Situated,

Plaintiffs,

v.

UNILEVER PLC and UNILEVER UNITED  
STATES, INC.,

Defendants.

Case No: 3:10-cv-00387 JW (HRLx)

Pleading Type: Class Action

**DECLARATION OF ELIZABETH LEE  
BECK IN SUPPORT OF BECK & LEE  
BUSINESS TRIAL LAWYERS'  
OPPOSITION TO NOTICE OF  
TERMINATION OF BECK & LEE BY  
PLAINTIFFS EVANGELINE RED,  
JENNIFER RED, AND RACHEL WHITT  
AND [PROPOSED] ORDER**

Judge: The Honorable James Ware

1 I, Elizabeth Lee Beck, declare:

2 1. My name is Elizabeth Lee Beck. I am over 18 years of age, I have personal  
3 knowledge of the facts set forth in this Declaration, and, if called on to do so, could and would  
4 testify competently thereto.

5 2. I am a member in good standing of the State Bars of California and Florida, and  
6 admitted to practice before this Court. I make this declaration in support of Beck & Lee  
7 Business Trial Lawyers' Opposition to Notice of Termination of Beck & Lee by Plaintiff And  
8 [Proposed] Order.

9 3. I am an attorney at the law firm of Beck & Lee Business Trial Lawyers ("Beck &  
10 Lee") with my husband and law partner, Jared H. Beck ("Mr. Beck").

11 4. I have known Gregory Weston ("Mr. Weston") since 2003, when I was  
12 introduced to him by Mr. Beck.

13 5. In 2009, Mr. Weston approached Mr. Beck and proposed that The Weston Firm  
14 and Beck & Lee cooperate in investigating and possibly jointly prosecuting a proposed class  
15 action against Unilever PLC based on its food-labeling practices.

16 6. Beck & Lee and The Weston Firm began to cooperate in investigating and jointly  
17 prosecuting a number of consumer class actions. In February 2010, Beck & Lee, The Weston  
18 Firm, and a third firm, Reese Richman LLP, entered into a Joint Prosecution Agreement  
19 ("February JPA") covering the firms' joint prosecution of three consumer class actions.

20 7. On March 2010, The Weston Firm and Beck & Lee signed a Joint Prosecution  
21 Agreement ("March JPA") formalizing the firms' cooperation with respect to their joint  
22 prosecution of eight consumer class actions. Mr. Weston extensively negotiated the terms of this  
23 agreement with me. The Weston Firm and Beck & Lee subsequently signed addenda to the  
24 March JPA in May, June, and July 2010. Beck & Lee was invoiced by The Weston Firm for The  
25 Weston Firm's share of costs incurred in litigating the consumer class actions, including filing  
26 and service fees, which Beck & Lee paid pursuant to the written agreements between the two  
27 firms.

28 8. On July 29, 2010, I watched and assisted Mr. Beck in presenting oral argument at  
the hearing on a motion to dismiss in another of The Weston Firm and Beck & Lee's joint cases,

1 *Peviani v. Hostess Brands Inc.*, Case No. CV 10-2303-CBM (VBKx), before the Honorable  
2 Consuelo B. Marshall in the Central District of California. After the hearing, which ended at  
3 approximately 10 a.m., The Weston Firm’s receptionist and paralegal, Roz Sutton (“Ms.  
4 Sutton”), met Mr. Beck and me at the courthouse in downtown Los Angeles to give us a ride  
5 back to our hotel. I understand that Ms. Sutton is a recent college graduate residing in San  
6 Diego.

7 9. During the ride, I conversed with Ms. Sutton about her experiences as a paralegal  
8 at The Weston Firm. Ms. Sutton described her compensation structure at The Weston Firm,  
9 which comprised of an hourly wage that Ms. Sutton stated to be “low.” Ms. Sutton further stated  
10 that she was entitled to compensation that the low hourly wage did not reflect. For example, she  
11 was due a “bonus” for bringing in June Higginbotham (“Ms. Higginbotham”), her college  
12 roommate, to The Weston Firm as a class representative. Ms. Sutton further stated to me that  
13 Ms. Higginbotham was also due a fee. I asked Ms. Sutton if this fee due Ms. Higginbotham was  
14 an incentive award that courts may award class representatives upon the conclusion of a class  
15 action, and Ms. Sutton responded that the fee was NOT the incentive award, but a separate  
16 payment promised by Mr. Weston to Ms. Higginbotham for agreeing to be a class representative.  
17 Ms. Sutton stated that Ms. Higginbotham’s fee for agreeing to be a plaintiff would be bigger than  
18 Ms. Sutton’s for finding her, and that furthermore, Ms. Higginbotham was promised this fee by  
19 Mr. Weston “based on a handshake.” Ms. Sutton further stated that the non-attorney employees  
20 of The Weston Firm stand to gain additional bonuses on cases upon which they bill hours that  
21 ultimately are successfully resolved, and that such bonuses are a percentage of the settlement  
22 proceeds. She could not recall the exact percentage, but stated that it was in the employment  
23 agreement that she signed with The Weston Firm. This was the first time I received any  
24 indication that The Weston Firm had engaged in or was engaging in practices of such a nature.

25 10. After Ms. Sutton dropped us off at the hotel, I had a lengthy discussion with Mr.  
26 Beck about how to handle the issue. We concluded that it was our obligation to independently  
27 investigate: (1) the truth of Ms. Sutton’s comments; and (2) if they were true, the extent to which  
28 the plaintiffs who originally retained The Weston Firm in the jointly prosecuted cases were

1 involved. We agreed to start the investigation by obtaining the contact information for the  
2 named plaintiffs originally retaining The Weston Firm, and then speaking with them directly.

3 11. The next day, on Friday, July 30, 2010, I directed Alejandro Gutiérrez (“Mr.  
4 Gutiérrez”), a paralegal at Beck & Lee, to go through our case files and create a list of all  
5 plaintiffs in the cases being jointly litigated by Beck & Lee and The Weston Firm who originally  
6 retained The Weston Firm, and draft an e-mail to send to Ms. Sutton requesting the plaintiffs’  
7 phone numbers, mailing addresses, and e-mail addresses. Mr. Gutiérrez did so, and placed his  
8 drafts in my inbox for review the same day.

9 12. The following Sunday, August 1, Mr. Beck and I left for Clearwater, Florida for a  
10 series of depositions in another case, and I did not return to the office until late that Friday,  
11 August 6.

12 13. On the next business day, Monday, August 9, I directed Mr. Gutiérrez to contact  
13 Ms. Sutton for the contact information for Rebecca Yumul, one of the named plaintiffs in the  
14 cases being jointly prosecuted by Beck & Lee and The Weston Firm. Mr. Gutiérrez sent Ms.  
15 Sutton an e-mail requesting this information. I also investigated the whereabouts of one of  
16 Weston’s former employees, Evan Lee, in preparation to contact him regarding Weston’s  
17 practices.

18 14. Ms. Sutton did not respond to the e-mail.

19 15. Three days later, on August 12, 2010 at 11:37 p.m., I received an e-mail from Mr.  
20 Weston attaching twelve letters purporting to terminate Beck & Lee as counsel for plaintiffs in  
21 all our jointly prosecuted cases. Other than the 12 form “termination” letters signed and sent by  
22 Weston, none of the plaintiffs have contacted Beck & Lee to express dissatisfaction with the  
23 representation or to seek termination of the attorney-client relationship. I immediately called Mr.  
24 Weston’s cell phone, with no answer. I have never offered anything of value to any plaintiff in  
25 exchange for his or her participation in a class action lawsuit.

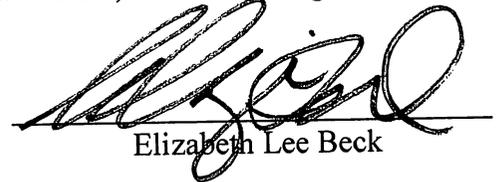
26 16. The next morning, on August 13, upon my return to the office, I e-mailed Mr.  
27 Gutiérrez, directing him to contact Ms. Sutton repeatedly for Ms. Yumul’s and the other  
28 plaintiffs’ contact information, and emphasized the importance of reaching her. Mr. Gutiérrez  
called The Weston Firm, but no one answered.

1           17.     That late afternoon, Beck & Lee was served with a lawsuit by The Weston Firm.  
2 The purported basis for the suit was that the Joint Prosecution Agreements entered into by The  
3 Weston Firm with Beck & Lee and Reese Richman LLP were null and void from the very start  
4 due to the fact that The Weston Firm never gathered consents from the class representative  
5 plaintiffs retaining Beck & Lee and Reese Richman LLP as their attorneys.

6           18.     The following Monday, August 16, 2010, The Weston Firm began filing form  
7 Notices of Termination in the jointly litigated cases, purporting to terminate Beck & Lee as  
8 counsel. The Weston Firm gave no notice prior to either filing the lawsuit or filing the Notices  
9 of Termination.

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

12  
13 Executed in Miami, Florida on August 18, 2010.

14  
15   
16 Elizabeth Lee Beck

1 DATED: August 18, 2010

2 Respectfully Submitted,

3 s/Elizabeth Lee Beck

4 Elizabeth Lee Beck

5 **BECK & LEE BUSINESS TRIAL  
LAWYERS**

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7 ELIZABETH LEE BECK

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9 Miami, FL 33130

10 Telephone: 305 789 0072

11 Facsimile: 786 664 3334

12 Counsel for Plaintiffs and the Proposed  
13 Class

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