

EXHIBIT 1

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

JUSTIN LARKIN, ANTHONY
TIJERINO, and AHMAD DEANES, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

YELP! INC.,

Defendant.

CASE NO. 11-CV-01503 EMC

[THE CALIFORNIA NOTICE]

1 **NOTICE OF PENDING CLASS ACTION, ASSOCIATED SETTLEMENT AND FINAL**
2 **APPROVAL HEARING -- PLEASE READ THIS NOTICE CAREFULLY AS YOUR**
3 **LEGAL RIGHTS MAY BE AFFECTED**

4 IF YOU WERE EMPLOYED BY YELP! INC. ("YELP") AS AN ACCOUNT EXECUTIVE
5 (INCLUDING POSITIONS INCORPORATING THE TITLES ACCOUNT EXECUTIVE,
6 ACCOUNT EXECUTIVE TRAINEE, ASSOCIATE ACCOUNT EXECUTIVE TRAINEE,
7 ASSOCIATE ACCOUNT EXECUTIVE, JUNIOR ACCOUNT EXECUTIVE, SALES
8 ASSOCIATE, SALES REPRESENTATIVE, AND SENIOR ACCOUNT EXECUTIVE) IN THE
9 STATE OF CALIFORNIA BETWEEN MARCH 29, 2007 AND DECEMBER 31, 2011 (THE
10 "CALIFORNIA CLASS"), THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR
11 RIGHTS AND YOU MAY BE ENTITLED TO PARTICIPATE IN A SETTLEMENT.

12 PLEASE READ THIS NOTICE CAREFULLY. IF YOU TAKE NO ACTION, YOU MAY BE
13 SUBJECT TO A RELEASE AND LOSE CLAIMS WITHOUT COMPENSATION.
14 PLEASE DO NOT CONTACT THE COURT OR YELP REGARDING THIS MATTER.

15 THIS IS A COURT-APPROVED NOTICE. THIS IS NOT A SOLICITATION FROM A
16 LAWYER. YOU HAVE NOT BEEN SUED.

17 THE FOLLOWING RECITATION DOES NOT CONSTITUTE THE FINDINGS OF THE
18 COURT. IT SHOULD NOT BE UNDERSTOOD TO BE AN EXPRESSION OF THE
19 COURT'S VIEWS ON THE MERITS OF ANY CLAIM OR DEFENSE RAISED BY THE
20 PARTIES.

21 **I. INTRODUCTION AND SUMMARY**

22 This is to notify you of a lawsuit against Yelp! Inc. ("Yelp") and the proposed class action
23 settlement of that lawsuit. The lawsuit, entitled *Larkin v. Yelp! Inc.*, Case No. 11-CV-01503
24 EMC, United States District Court for the Northern District of California, concerns the
25 compensation of Account Executives (including all of the positions listed above). You have
26 received this Notice because Yelp's records suggest that you may be one of the current or former
27 Account Executives employed by Yelp in California during the pertinent period. This Notice
28 provides instructions on the options available to you – in particular, it will explain your options:

You Can Submit A Claim Form and Receive a Settlement Payment	To claim your settlement payment, you must complete and submit the enclosed claim form by [BY NOTICE RESPONSE DATE]. Your settlement share will be at least \$[MERGE SETTLEMENT AMOUNT] and possibly more if other class members do not file claim forms and participate.
---	--

You Can Object to the terms of the Settlement	As discussed below, if you wish to object to any part of the Settlement, you may explain why you do not like the Settlement, provided you do so by [NOTICE RESPONSE DATE].
You Can Request Exclusion From (or “opt out of”) the Settlement	As discussed below, if you do not wish to be included in the Settlement and do not wish to receive a Settlement payment, you may prepare, sign, date, and timely mail to the Settlement Administrator a request to exclude yourself from the settlement of this Class Action. If you wish to do so, you must send this correspondence by [NOTICE RESPONSE DATE].
You Can Do Nothing and Be Bound By the Terms of the Settlement	If you do nothing, you will still be included in the California class and give up your claims against yelp under California wage and hour laws but not receive a settlement payment.

Please understand that this is not a notice of a lawsuit against you. You have not been sued.

II. WHAT IS THIS LITIGATION ABOUT?

Plaintiffs Justin Larkin, Anthony Tijerino and Ahmad Deanes (collectively “Plaintiffs”) filed this class action against Yelp. The lawsuit alleges, among other things, that Yelp violated certain state and federal employment laws, including the federal Fair Labor Standards Act (“FLSA”), the California Labor Code, the California Industrial Welfare Commission Wage Orders, and the California Business and Professions Code, in connection with the compensation of Account Executives, (including, without limitation, positions with the titles Account Executive, Account Executive Trainee, Associate Account Executive Trainee, Associate Account Executive, Junior Account Executive, Sales Associate, Sales Representative, and Senior Account Executive).

The lawsuit alleges that Yelp misclassified Account Executives as “exempt” employees, *i.e.*, employees who under state and federal laws are exempt from overtime wage requirements, meal and rest period requirements, and other California and federal employment law requirements. The lawsuit also alleges that Yelp failed to comply with various other California employment laws and regulations relating to recordkeeping, wage deductions, and the timing of wage payments. The lawsuit is collectively brought on behalf of all current and former Account

1 Executives employed by Yelp in California at any point between March 29, 2007 and December
2 31, 2011, and all people in this group are referred to as the “California Class.”

3 Yelp has reviewed the claims in this lawsuit in detail, has denied any wrongdoing or
4 liability in this matter. Yelp is committed to compensating its employees in a lawful manner,
5 and although Yelp believes that it has ample legal and factual grounds for defending and
6 defeating the claims at hand, it has chosen to work with Plaintiffs and their counsel to resolve
7 this matter in order to avoid the further expense and burden of litigation pursuant to the
8 procedure set forth in this Notice.

9 Yelp will not retaliate against any class members for exercising or not exercising the
10 rights described in this Notice, the aforementioned lawsuit, and/or settlement, and does not
11 encourage or discourage any specific type of response. Whether and how you respond to this
12 notice will have no effect on your employment at Yelp.

13 **III. DESCRIPTION OF THE SETTLEMENT**

14 **A. Summary of Settlement**

15 On behalf of both a national and a California class, Plaintiffs Larkin and Tijerino have
16 reached a voluntary settlement agreement with Yelp. The total maximum amount of the
17 consolidated settlement is \$1,250,000, with approximately two-thirds of that amount allocated to
18 the resolution of the claims of the California Settlement Class. Yelp guarantees that it will pay a
19 minimum of fifty percent of the amount set aside for payments to the California Settlement
20 Class. This means that if less than half of the money available for such payments is claimed, i.e.,
21 because other class members do not file claims, and you do file a claim, your settlement payment
22 will almost certainly increase.

23 Through this settlement, neither Yelp nor its employees have admitted any liability or
24 wrongdoing. A full copy of the settlement agreement, which is entitled the Stipulation Re:
25 Settlement of Class and Collective Actions, as well as other public documents filed with regard
26 to this matter can be inspected in the Office of the Court Clerk (see below). This settlement has
27 been preliminary approved by the Court.
28

1 **California Class Members who do not opt out of the settlement will remain subject**
2 **to the judgment and be precluded from bringing similar claims against Yelp or any of its**
3 **affiliates in the future. Specifically, all California Class Members who do not opt out of the**
4 **settlement, whether they submit claim forms or not, will be precluded from bringing any**
5 **future claims concerning claims for unpaid regular or premium overtime or other**
6 **premium wages and/or remedies relating to meal/rest period, recordkeeping, and timing of**
7 **wage payment requirements.**

8 **Only those individuals who remain Members of the California Class will be eligible**
9 **to participate in this settlement and receive payment under this agreement, and only those**
10 **individuals who submit qualifying claim forms will receive payment. If you do not**
11 **complete and timely submit the Claim Form, you will still be included in the California**
12 **Class, but not receive a settlement payment. Those California Class Members who opt out**
13 **of the settlement will neither be eligible to receive any payment pursuant to this settlement,**
14 **nor be bound by the judgment and associated waiver or release of related claims.**

15 **B. What Will I get Under the Settlement If I file a Claim?**

16 Under the settlement, each California Class Member who submits a Claim Form will
17 receive a minimum amount per each qualifying week worked between March 29, 2007 and
18 December 31, 2011. Currently, your estimated settlement payment is at least \$[MERGE]
19 because we estimate that you worked [MERGE] qualifying weeks during the period between
20 March 29, 2007 and December 31, 2011 in California, i.e., you worked that many weeks in one
21 of the covered positions during this time frame. Again, if less than half of the money available
22 for California settlement payments is claimed, however, your settlement sum will increase to an
23 amount higher than that listed above.

24 **C. Is My Settlement Payment Taxed?**

25 A portion of any payment made to you under the settlement will be subject to required
26 wage withholdings and deductions, and as a result, the amount you receive will be less than the
27 gross amount listed above. Yelp will report thirty-three percent (33%) of this payment to
28

1 relevant government entities as a wage payment, and will report the remaining sixty-seven
2 percent (67%) as a non-wage payment. Yelp reserves the right to make any required
3 withholdings or deductions as required by applicable law, and California Class Members should
4 be advised that Yelp will report any payments made pursuant to this agreement to the Internal
5 Revenue Service and other relevant government entities (if any) as required by law.
6 Each California Class Member will be solely responsible for reporting any payment received
7 pursuant to this settlement and for paying any taxes associated with the same. Neither the Class
8 Representatives, Class Counsel, nor Yelp makes any representations concerning the tax
9 consequences of this settlement or your participation in it. If you have any questions about the
10 tax consequences of the payments you may receive under the settlement, you should consult your
11 tax advisor.

12 **D. What if I think I worked More Workweeks?**

13 If you believe the number of qualifying work weeks listed above in Section III.B is
14 inaccurate, please contact the Settlement Administrator or Class Counsel immediately and
15 provide them with any supporting documentation in support of your view. Remember, however,
16 that the only weeks that qualify are weeks in which you worked in one of the covered positions
17 during the pertinent time frame. So, for example, work in other positions does not count and
18 work performed in 2012 and beyond does not count.

19 **E. How Much Will Class Counsel Be Paid in Attorneys' Fees?**

20 Class Counsel will request that the Court award them attorneys' fees up to 25% of the
21 maximum settlement amount that Yelp could pay, or \$312,500. This request will be subject to
22 review and approval by the Court. Yelp has agreed not to oppose this request. Class Counsel
23 will also seek reimbursement of up to \$10,000 in out-of-pocket expenses incurred in this case,
24 which will also be subject the Court's approval. Any amounts approved by the Court will
25 constitute full payment for all legal fees of Class Counsel in the action, including any work they
26 do in the future in connection with the Settlement. In the event any amount of the requested fees
27 or costs are not approved by the Court, the unawarded amount will revert to the maximum
28

1 settlement payout to class members.

2 **F. What Deductions Will Be Made From the Settlement Amount?**

3 The settlement additionally provides that deductions from the Maximum Settlement
4 Amount will be made for (1) reimbursement of settlement administration expenses not to exceed
5 \$25,000; (2) enhancement payments of \$5,000 to each of the three Plaintiffs for a total of
6 \$15,000; (3) payment of \$7,500 to the California Labor and Workforce Development Agency.
7 These estimated payments are all subject to the approval of the Court.

8 **IV. THE PEOPLE RECEIVING THIS NOTICE**

9 The Class Representatives have brought this action as a class and collective action. In
10 class and collective actions, one or more persons bring claims on behalf of themselves and others
11 who purportedly are in similar situations or have similar claims. In other words, the Class
12 Representatives are seeking to represent those who are purportedly similarly situated and thus
13 may also have similar or related claims. In order to ensure that all California Class Members are
14 given an adequate opportunity to protect their rights, this Notice is being mailed to the last known
15 addresses of all California Class Members, and address verification measures have been taken.

16 **V. THE RIGHTS AND OPTIONS OF CALIFORNIA CLASS MEMBERS**

17 You have received this Notice because Yelp's records suggest that you are currently a
18 member of the conditionally certified California Class. Specifically, these records suggest that
19 you were employed by Yelp as an Account Executive in California during the pertinent period.
20 Current members of the California Class have several options:

- 21
- 22 (i) You may obtain a Settlement payment by completing and submitting the enclosed Claim
23 Form as detailed below no later than [REDACTED], 2012 (see below for more details).
- 24 (ii) You may do nothing, but you will remain a member of the California Class and release
25 your claims against Yelp under California's wage and hour laws without receiving a
Settlement payment (see below for more details).
- 26 (iii) You may opt-out of the Settlement by sending a written request to opt-out of the
27 Settlement to Class Counsel as described below no later than [REDACTED], 2012 (see
28 below for more details).

(iv) You may object to the Settlement by submitting your written objections to Class Counsel as described below no later than [REDACTED], 2012. If you object to the Settlement, you will still remain in the class but would only receive a Settlement payment if you also complete and submit the enclosed Claim Form (see below for more details).

A. How Do I Make Corrections to Name or Address?

If you wish to change the name or address listed on the envelope in which this Notice was sent, please complete Form B attached hereto and submit it before the deadline specified on the form.

B. How Do I submit a Claim Form? How Do I Participate in the Settlement?

Current California Class Members, including you, may remain Members of the California Settlement Class and seek to participate in the settlement by submitting a claim for payment.

YOU MUST SUBMIT A CLAIM FORM TO BE PAID. To remain a Member of the California Settlement Class, you need not take any action; California Class Members who do not submit opt out forms will remain in the California Settlement Class, will be subject to the judgment rendered in connection with this action and settlement, and will be deemed to have forever released and discharged Yelp and all of its past and present affiliates, directors, officers, and employees from any and all claims relating to this action and settlement.

California Class Members who choose this option and remain in the California Settlement Class will be represented by the Class Representatives and Class Counsel. The law firms acting as Class Counsel in this matter are the following:

PETER RUKIN
RUKIN HYLAND DORIA & TINDALL LLP
100 Pine Street, Suite 2150
San Francisco, CA 94111

ROSA VIGIL-GALLENBERG
GALLENBERG PC
9701 Wilshire Blvd. Suite 1000
Beverly Hills, CA 90212

IAN MCLOUGHLIN
TOM URMY
SHAPIRO HABER & URMY LLP
53 State Street, 13th Floor
Boston, MA 02109

1 Alternatively, California Class Members who do not opt out of the California Settlement
2 Class may participate in this action at their own expense and may retain their own attorneys.
3 California Class Members who choose this option will be responsible for any attorney fees or
4 costs incurred as a result of this election.

5 If you choose to remain a member of the California Settlement Class and properly and
6 timely submit a claim form, you will receive payment pursuant to the settlement agreement. In
7 other words, only California Settlement Class Members that properly and timely submit claim
8 forms can receive payment.

9 California Class Members who wish to submit a claim should review and then fully
10 complete, execute, and mail the form entitled “California Settlement Claim Certification Form”
11 attached to this Notice as Form A by no later than **[Notice Response Deadline]**. The submission
12 deadline is final, and claim forms that are not postmarked on or before that date will not be
13 honored.

14 California Class Members who do not opt out of the California Settlement Class may also
15 object to the terms or nature of the settlement at or prior to the hearing on the settlement using
16 the procedure set forth below.

17 **C. How Do I Opt Out of The Settlement?**

18 Current California Class Members may elect to “opt out” of the California Settlement
19 Class and thus exclude themselves from this action and the associated settlement and judgment.

20 **California Class Members who opt out of this action will not receive any money from this**
21 **settlement** and would remain free, subject to the statute of limitations and applicable statutory,
22 common law or other restrictions, to bring otherwise viable claims against Yelp for unpaid
23 wages and remedies relating to record-keeping and timing of wage payment requirements.
24 California Class Members who wish to exercise this option shall submit a written request as
25 more fully described below.

26 California Class Members who wish to opt out of this settlement must mail a timely
27 written request to the Claims Administrator at [CLAIMS ADMINISTRATOR ADDRESS].
28

1 The opt out request must state the Class Member's full name, address, date of birth, and
2 the dates of employment by Yelp. If a written request to opt out is not received by the Claims
3 Administrator from a California Class Member postmarked on or before **[Notice Response**
4 **Deadline]** then that California Class Member will be deemed to have forever waived his or her
5 right to opt out of the California Settlement.

6 The submission deadline is final, and opt out requests that are not postmarked on or
7 before that date will not be honored. California Class Members who opt out of this lawsuit and
8 the associated settlement forfeit their right to submit a claim for payment under the specific
9 settlement described herein.

10 **D. How Do I Object to The Settlement?**

11 If you do not like any terms of the Settlement or Class Counsel's request for attorneys'
12 fees and costs, you can submit a written objection. Your objection must be in writing and
13 include your full name, address, telephone number, signature and a statement that you object to
14 the Settlement in Larkin v. Yelp! Inc., C.A. No. 11-01503 EMC and the reason(s) for your
15 objection. The objection should be mailed to Peter Rukin at Rukin Hyland Doria & Tindall LLP,
16 100 Pine Street, Suite 2150, San Francisco, CA 94111, and postmarked no later than **[Objection**
17 **Deadline]**.

18 Even if you object, you also may complete and submit the enclosed Claim Form. If you
19 object but do not submit the Claim Form and the Court overrules your objection, then you would
20 not receive a Settlement payment. If you opt-out of the Settlement, you may not submit an
21 objection. .

22 **VI. RELEASE OF CLAIMS**

23 All Members of the California Class who do not opt out of the settlement shall be subject
24 to the judgment connected with this action and associated settlement. This means they shall be
25 deemed to have forever released and discharged Yelp and all its past and present affiliates,
26 directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-
27 insurers, shareholders, attorneys, and personal or legal Representatives from any demands,
28

1 rights, liabilities, and causes of action of every nature and description whatsoever, including
2 without limitation statutory, constitutional, contractual or common law claims, whether known or
3 unknown, whether or not concealed or hidden, whether arising under federal or state law, against
4 Yelp, its affiliates, employees, agents, or any of them, including without limitation claims for
5 wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest,
6 attorney fees, litigation costs, restitution, or equitable relief, that accrued through December 31,
7 2011 as a result of the California Class Member's employment as an Account Executive in
8 California for Yelp, based on the following categories of claims or allegations: (a) any and all
9 claims for (i) failure to pay wages for work performed in excess of eight hours in a day or forty
10 hours in a week, regular; and/or (ii) failure to pay regular, overtime or other premium wages,
11 failure to pay minimum wages, failure to provide sufficient meal and/or rest periods and/or to
12 pay premiums in lieu thereof, failure to comply with payroll or wage record-keeping or
13 itemization requirements, and failure to timely pay wages due at termination or otherwise; (b)
14 any and all claims alleging statutory violations arising from the same categories of allegations set
15 forth above in (a), including without limitation claims under the Fair Labor Standards Act
16 ("FLSA"), the Portal to Portal Act, California Labor Code sections 218, 226, 226.7 and 1194 and
17 California Business & Professions Code sections 17200 *et seq.*; (c) any and all claims for
18 penalties or liquidated damages or other available remedies arising from the categories of
19 allegations set forth above in (a) and (b), including without limitation claims under the FLSA,
20 Portal to Portal Act, California Labor Code sections 203, 226, 226.7, 512, 1194, and 2698 *et*
21 *seq.*, and applicable California Industrial Welfare Commission Wage Orders; and (d) any and all
22 claims for interest, costs, or attorney fees arising from the categories of allegations set forth
23 above in (a) and (b), including without limitation claims under the California Labor Code
24 sections 218.5, 1194, and 2699(g)(1), California Code of Civil Procedure section 1021.5, and
25 Federal Rule of Civil Procedure 23(h); and (e) to the extent not covered by the above, any and all
26 claims pled in the Litigation. (The Released Claims include claims under the California Private
27 Attorney Generals Act of 2004, codified at California Labor Code sections 2698 *et seq.*, for
28

1 which the California Class was granted additional consideration, which is already part of, and not
2 in addition to, the Maximum Settlement Amount, in the amount of \$7,500, which shall be paid to
3 the California Labor and Workforce Development Agency pursuant to this settlement.)

4 If you submit a claim or do nothing, , *i.e.*, do not opt out of the settlement, you shall be
5 deemed to have, and by operation of the judgment shall have, expressly waived, as it pertains to
6 Released Claims, the rights and benefits of California Civil Code § 1542, which provides:

7
8 A general release does not extend to claims which the creditor does not know or suspect to exist
9 in his or her favor at the time of executing the release, which if known by him or her must have
10 materially affected his or her settlement with the debtor.

11 **VII. HEARING ON SETTLEMENT**

12 Following a hearing on or about [INSERT DATE], pursuant to the procedures for the
13 approval of class actions and Rule 23 of the Federal Rules of Civil Procedure and the procedures
14 for collective actions under the FLSA, the Court granted preliminary approval for the settlement
15 of this matter as a class and collective action and scheduled a hearing on final approval for
16 **[INSERT DATE]**. This hearing will take place before the Honorable Edward M. Chen in
17 Courtroom 5 of the United States District Courthouse for the Northern District of California, 450
18 Golden Gate Avenue, 17th Floor, San Francisco, California 94102. Members of the California
19 Class can express their views on the settlement at or before this hearing but you are not required
20 to do so, nor are you required to attend this hearing to exercise any of your rights. California
21 Class Members can exercise either their right to obtain payment or opt out by following the
22 instructions contained in this Notice; again, **no appearance at the hearing is required.**

23 At this hearing, Class Counsel will present any timely written objections to the Court.
24 Late written objections will not be valid.

25 **Again, attendance at this hearing is completely optional; attendance at the hearing is**
26 **not required to participate in the settlement or to opt out of the lawsuit.**

27 **VIII. EXAMINATION OF PAPERS FILED IN THIS ACTION**

28 This Notice does not fully describe the action. Members of the public, including but not

1 limited to those whose rights may be affected by this action, may inspect the files (including the
2 full settlement agreement) through the Court Clerk at the following address: Office of the Clerk,
3 United States District Court for the Northern District of California, 450 Golden Gate Avenue,
4 17th Floor, San Francisco, California 94102.

5 At this website [WEBSITE ADDRESS], you can obtain copies of the following
6 documents: (a) the operative complaint in the Litigation; (b) the operative answer in the
7 litigation; (c) the complete settlement agreement; (d) the motion for preliminary approval; (e)
8 Plaintiffs' Motion for Final Approval of Settlement and Award of Attorneys' Fees when it is
9 filed; and (f) the order granting preliminary approval and setting the Settlement Hearing.
10

11 *PLEASE DO NOT CALL OR WRITE THE COURT OR YELP WITH QUESTIONS REGARDING*
12 *THIS ACTION.*
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORM A
FOR
NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE
OF HEARING ON PROPOSED SETTLEMENT

1 **California Settlement Claim Certification Form**

2 I hereby submit this claim for payment under the settlement:

3 I confirm that I was employed by Yelp in California at some point between March
4 29, 2007 and December 31, 2011 as an Account Executive (which includes, without limitation,
5 positions with the titles Account Executive, Account Executive Trainee, Associate Account
6 Executive Trainee, Associate Account Executive, Junior Account Executive, Sales Associate,
7 Sales Representative, and Senior Account Executive).

8 I understand that by submitting this claim certification form, I am making a claim
9 for a settlement payment to be paid by Yelp in connection with contested litigation in which the
10 plaintiffs are alleging among other things that they and others, including me, earned and are
11 entitled to such compensation because we allegedly worked overtime but did not receive premium
12 pay for it. By submitting this claim form, I also acknowledge that I am consenting to opt in and
13 opting into this action and settlement pursuant to the federal Fair Labor Standards Act and 29
14 U.S.C. § 216(b). By submitting this claim form, I further acknowledge that I understand that by
15 not electing to opt out of this settlement, I will be subject to the judgment, waive the protections
16 of California Civil Code section 1542¹ as set forth in the Notice, and be precluded from pursuing
17 all of the claims, known or unknown, described in the Notice. Submission of this claim form will
18 have no effect on my employment. Yelp has agreed, and pertinent law requires, that Yelp not
19 take any adverse action against you because you file (or do not file) a claim.

20 Name of Class Member (print):

21 Address:

22 City, State and Zip Code:

23 ☐ PLEASE CHECK THIS BOX IF THIS IS A NEW ADDRESS

24 Date: _____

25 Signature: _____

26 _____
27 ¹ California Civil Code section 1542 provides that “[a] general release does not extend to claims which the creditor
28 does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or
her must have materially affected his or her settlement with the debtor.”

1 For verification purposes, please state the month and year you began working at
2 Yelp:

3 _____
4 Month Year

5 PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

6 Simpluris, Inc.

7 Re: Larkin Matter

8 ADDRESS
9

10 **THIS FORM MUST BE POSTMARKED BY [NOTICE RESPONSE DEADLINE] TO BE**
11 **VALID AND EFFECTIVE.**
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FORM B
FOR
NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION AND NOTICE
OF HEARING ON PROPOSED SETTLEMENT

Change of Name and/or Address Information

Pursuant to Section VI to the Notice to Class Members, I wish to change my name and/or mailing address information to the following:

Name:

Street and Apt. No., if any:

City, State and Zip Code:

For purposes of verification only, I began working at Yelp in

_____, _____.

(Month)

(Year)

I understand that all future correspondence in this action, including but not necessarily limited to important notices or payments to which I am entitled (if any), will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

DATED: _____, 2012

Submitted By:

Print Name

Signature

Date

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Simpluris, Inc.

Re: Larkin Matter

ADDRESS

**THIS FORM MUST BE POSTMARKED BY [NOTICE RESPONSE DEADLINE],
TO CHANGE YOUR ADDRESS**

