

EXHIBIT 2

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**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

**[PROPOSED] NOTICE TO COLLECTIVE
ACTION CLASS MEMBERS RE:
PENDENCY OF A COLLECTIVE ACTION
AND NOTICE OF HEARING ON
PROPOSED SETTLEMENT**

[THE NATIONAL NOTICE]

1 **NOTICE OF PENDING COLLECTIVE ACTION, ASSOCIATED SETTLEMENT AND**
2 **FINAL APPROVAL HEARING -- PLEASE READ THIS NOTICE CAREFULLY AS**
3 **YOUR 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 UNITED STATES OUTSIDE THE STATE OF CALIFORNIA BETWEEN May 11, 2008 AND
10 DECEMBER 31, 2011 (THE “NATIONAL CLASS”), THIS COLLECTIVE ACTION
11 SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO
12 PARTICIPATE IN A SETTLEMENT.

13 PLEASE READ THIS NOTICE CAREFULLY. PLEASE DO NOT CONTACT THE COURT
14 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 the United States outside of the state of California
28 during the pertinent period. This Notice provides instructions on the options available to you – in
particular, it will explain your options:

You Can Submit An Opt In and 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].
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<p>You Can Object to the terms of the Settlement</p>	<p>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].</p>
<p>You Can Do Nothing and You Will Not Release Your Claims</p>	<p>If you do nothing, you will not receive any of the benefits of the settlement nor be bound by the judgment or release of claims.</p>

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 and collective 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 Executives employed by Yelp in the United States of America (including without limitation the District of Columbia) in locations other than California at any point between May 11, 2008 and December 31, 2011, and all people in this group are referred to as the “National Class.”

Yelp has reviewed the claims in this lawsuit in detail, has denied any wrongdoing or liability in this matter. Yelp is committed to compensating its employees lawfully. Although

1 Yelp believes that it has ample legal and factual grounds for defending and defeating the claims
2 at hand, it has chosen to work with Plaintiffs and their counsel to resolve this matter in order to
3 avoid the further expense and burden of litigation pursuant to the procedure set forth in this
4 Notice.

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

9 **III. DESCRIPTION OF THE SETTLEMENT**

10 **A. Summary of Settlement**

11 On behalf of both a National and a California class, Plaintiffs Larkin and Tijerino have
12 reached a voluntary settlement agreement with Yelp. The total maximum amount of the
13 consolidated settlement is \$1,250,000, with approximately one-third of that amount allocated to
14 the resolution of the claims of the National Settlement Class.

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

20 **Only those individuals who opt-in by submitting a qualifying National Opt In and**
21 **Claim Form will remain Members of the National Class and will be eligible to participate in**
22 **this settlement and receive payment under this agreement, and only those individuals who**
23 **submit qualifying claim forms will receive payment. If you do not complete and timely**
24 **submit the National Opt In and Claim Form, you will not be included in the National Class.**
25 **If you do not opt in to the settlement, you will neither be eligible to receive any payment**
26 **pursuant to this settlement, nor be bound by the judgment and associated waiver or release**
27 **of related claims.**

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

2 Under the settlement, each National Class Member who submits an Opt In and Claim
3 Form will receive a minimum amount per each qualifying week worked between May 11, 2008
4 and December 31, 2011. Currently, your estimated settlement payment is at least \$[MERGE]
5 because we estimate that you worked [MERGE] qualifying weeks during the period between
6 May 11, 2008 and December 31, 2011 in a state other than California, i.e., you worked that many
7 weeks in one of the covered positions during this time frame.

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

9 A portion of any payment made to you under the settlement will be subject to required
10 wage withholdings and deductions, and as a result, the amount you receive will be less than the
11 gross amount listed above. Yelp will report thirty-three percent (33%) of this payment to
12 relevant government entities as a wage payment, and will report the remaining sixty-seven
13 percent (67%) as a non-wage payment. Yelp reserves the right to make any required
14 withholdings or deductions as required by applicable law, and National Class Members should
15 be advised that Yelp will report any payments made pursuant to this agreement to the Internal
16 Revenue Service and other relevant government entities (if any) as required by law.
17 Each National Class Member will be solely responsible for reporting any payment received
18 pursuant to this settlement and for paying any taxes associated with the same. Neither the Class
19 Representatives, Class Counsel, nor Yelp makes any representations concerning the tax
20 consequences of this settlement or your participation in it. If you have any questions about the
21 tax consequences of the payments you may receive under the settlement, you should consult your
22 tax advisor.

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

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

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

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

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

14 The settlement additionally provides that deductions from the Maximum Settlement
15 Amount will be made for (1) reimbursement of settlement administration expenses not to exceed
16 \$25,000; (2) enhancement payments of \$5,000 to each of the three Plaintiffs for a total of
17 \$15,000; (3) payment of \$7,500 to the California Labor and Workforce Development Agency.
18 These estimated payments are all subject to the approval of the Court.

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

20 The Class Representatives have brought this action as a class and collective action. In
21 class and collective actions, one or more persons bring claims on behalf of themselves and others
22 who purportedly are in similar situations or have similar claims. In other words, the Class
23 Representatives are seeking to represent those who are purportedly similarly situated and thus
24 may also have similar or related claims. In order to ensure that all National Class Members are
25 given an adequate opportunity to protect their rights, this Notice is being mailed to the last known
26 addresses of all National Class Members, and address verification measures have been taken.
27
28

1 **V. THE RIGHTS AND OPTIONS OF NATIONAL CLASS MEMBERS**

2 You have received this Notice because Yelp’s records suggest that you are currently a
3 member of the conditionally certified National Class. Specifically, these records suggest that you
4 were employed by Yelp as an Account Executive in the United States in a state outside of
5 California during the pertinent period. Current members of the National Class have several
6 options:

- 7 • You may opt-in to participate in the settlement. To obtain a Settlement payment,
8 you must complete and submit the enclosed Opt In and Claim Form as detailed
9 below no later than _____, 2012 (see below for more details).
- 10 • You may do nothing, which means you are not opting in to the settlement. By
11 doing nothing, you will not become a part of the National Settlement Class and
12 thereby exclude yourself from this action. You will not release your claims
13 against Yelp or be bound by the judgment.
- 14 • You may object to the Settlement by submitting your written objections to Class
15 Counsel as described below no later than _____, 2012. If you object to the
16 Settlement, and the Court overrules your objection, you will only participate in the
17 Settlement if you have also opted-in to the settlement by completing and
18 submitting the enclosed Claim Form (see below for more details).

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

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

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

20 National Class Members, including you, may participate as Members of the National
21 Settlement Class in the settlement by submitting a claim for payment. **YOU MUST SUBMIT**
22 **AN OPT IN AND CLAIM FORM TO BE PAID.** National Class Members who choose this
23 option and become members of the National Settlement Class will be represented by the Class
24 Representatives and Class Counsel. The law firms acting as Class Counsel in this matter are the
25 following:

26 PETER RUKIN
27 RUKIN HYLAND DORIA & TINDALL LLP
28 100 Pine Street, Suite 2150
San Francisco, CA 94111

1 ROSA VIGIL-GALLENBERG
2 GALLENBERG PC
3 9701 Wilshire Blvd. Suite 1000
4 Beverly Hills, CA 90212
5 Tel: (310) 295-1654

6 IAN MCLOUGHLIN
7 TOM URMY
8 SHAPIRO HABER & URMY LLP
9 53 State Street, 13th Floor
10 Boston, MA 02109

11 Alternatively, National Class Members who opt in to the National Settlement Class may
12 participate in this action at their own expense and may retain their own attorneys. National Class
13 Members who choose this option will be responsible for any attorney fees or costs incurred as a
14 result of this election.

15 If you choose to become a member of the National Settlement Class and properly and
16 timely submitting a claim form, you will receive payment pursuant to the settlement agreement.
17 In other words, only National Settlement Class Members that properly and timely submit claim
18 forms can receive payment.

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

24 National Class Members who opt in to the National Settlement Class may also object to
25 the terms or nature of the settlement at or prior to the hearing on the settlement using the
26 procedure set forth below.

27 **C. How Do I Not Participate in The Settlement?**

28 National Class Members may elect to not participate in the National Settlement Class and
thus exclude themselves from this action and the associated settlement and judgment. **National
Class Members who do not opt in to this action will not receive any money from this
settlement** and would remain free, subject to the statute of limitations and applicable statutory,

1 common law or other restrictions, to bring otherwise viable claims against Yelp for unpaid wages
2 and remedies relating to record-keeping and timing of wage payment requirements.

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

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

11 Even if you object, you also may complete and submit the enclosed Claim Form. If you
12 object but do not submit the Claim Form and the Court overrules your objection, then you would
13 not receive a Settlement payment.

14 **VI. RELEASE OF CLAIMS**

15 All Members of the National Class who opt in to the settlement shall be subject to the
16 judgment connected with this action and associated settlement. This means they shall be deemed
17 to have forever released and discharged Yelp and all its past and present affiliates, directors,
18 officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers,
19 shareholders, attorneys, and personal or legal Representatives from any demands, rights,
20 liabilities, and causes of action of every nature and description whatsoever, including without
21 limitation statutory, constitutional, contractual or common law claims, whether known or
22 unknown, whether or not concealed or hidden, whether arising under federal or state law, against
23 Yelp, its affiliates, employees, agents, or any of them, including without limitation claims for
24 wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney
25 fees, litigation costs, restitution, or equitable relief, that accrued through December 31, 2011 as a
26 result of the National Class Member’s employment as an Account Executive in any state other
27 than California for Yelp, based on the following categories of claims or allegations: (a) any and
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1 all claims for (i) failure to pay wages for work performed in excess of eight hours in a day or
2 forty hours in a week, regular; and/or (ii) failure to pay regular or overtime wages, failure to pay
3 minimum wages, failure to comply with payroll or wage record-keeping or itemization
4 requirements; (b) any and all claims alleging statutory violations arising from the same categories
5 of allegations set forth above in (a), including without limitation claims under the Fair Labor
6 Standards Act (“FLSA”), the Portal to Portal Act, and pertinent state laws; (c) any and all claims
7 for penalties or liquidated damages or other available remedies arising from the categories of
8 allegations set forth above in (a) and (b); and (d) any and all claims for interest, costs, or attorney
9 fees arising from the categories of allegations set forth above in (a) and (b) and (e) to the extent
10 not covered by the above, any and all claims pled in the Litigation.

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 National
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. National Class
21 Members can exercise either their right to obtain payment or choose not to opt in; again, **no**
22 **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**

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This Notice does not fully describe the action. Members of the public, including but not limited to those whose rights may be affected by this action, may inspect the files (including the full settlement agreement) through the Court Clerk at the following address: Office of the Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, 17th Floor, San Francisco, California 94102.

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

PLEASE DO NOT CALL OR WRITE THE COURT OR YELP WITH QUESTIONS REGARDING THIS ACTION.

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

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National Opt In and Settlement Claim Certification Form

Pursuant to Section VII of the Notice, I hereby wish to opt in to this action pursuant to the federal Fair Labor Standards Act, and I hereby answer the following questions (designed to determine my eligibility for a settlement payment):

I confirm that I was employed by Yelp in the United States of America at a location outside of California at some point between May 11, 2008 and December 31, 2011 as an Account Executive (which includes 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).

I understand that by submitting this claim certification form, I am making a claim for a settlement payment to be paid by Yelp in connection with contested litigation in which the plaintiffs are alleging among other things that they and others, including me, earned and are entitled to such compensation because we allegedly worked overtime but did not receive premium pay for it. By submitting this form, I acknowledge that I am consenting to opt in and opting into this action and settlement pursuant to the federal Fair Labor Standards Act and 29 U.S.C. § 216(b) and that I understand that by doing so, I will be subject to the judgment and be precluded from pursuing all of the claims, known or unknown, described in the Notice. Checking the first box above will preclude you from monetary recovery here.

Submission of this claim form will have no effect on my employment. Yelp has agreed, and pertinent law requires, that Yelp not take any adverse action against you because you file (or do not file) a claim.

I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true and accurate to the best of my knowledge.

Name of Class Member (print):

Address:

City, State and Zip Code:

PLEASE CHECK THIS BOX IF THIS IS A NEW ADDRESS

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Date: _____

Signature: _____

For verification purposes, please state the month and year you began working at
Yelp: _____
Month Year

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 BE
VALID AND EFFECTIVE.**

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

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Change of Name and/or Address Information

Pursuant to Section VI of the Notice to Collective Action 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: _____, 200__ 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**