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13 Attorneys for Representative Plaintiffs

14
 15 UNITED STATES DISTRICT COURT
 16 NORTHERN DISTRICT OF CALIFORNIA
 17 SAN FRANCISCO DIVISION

18
 19 JUSTIN LARKIN, ANTHONY TIJERINO, and
 AHMAD DEANES, on behalf of themselves and
 20 all others similarly situated,

21 Plaintiffs,

22 v.

23 YELP!, INC.,

24 Defendant.

) Case No. 3:11-cv-01503-EMC
)
) **DECLARATION OF PETER RUKIN**
) **IN SUPPORT OF PLAINTIFFS'**
) **MOTION FOR AN ORDER (1)**
) **GRANTING FINAL APPROVAL OF**
) **CLASS AND COLLECTIVE ACTION**
) **SETTLEMENT; (2) APPROVING**
) **AWARD OF CLASS**
) **REPRESENTATIVE SERVICE**
) **PAYMENTS; (3) APPROVING**
) **AWARD OF ATTORNEYS' FEES**
) **AND COSTS.**
)
) Date: November 30, 2012
) Time: 2:30 p.m.
) Courtroom: 5 -17th Floor
) Judge: Hon. Edward M. Chen

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1 I, Peter Rukin, hereby declare that:

2 1. I am a member in good standing of the State Bar of California, a partner at Rukin
3 Hyland Doria & Tindall LLP, and co-counsel for Plaintiffs. I make this declaration of personal
4 knowledge and if called as a witness I could and would testify competently to the facts stated
5 herein.

6 2. This Declaration is submitted in support of Plaintiffs' Motion for an Order: (1)
7 Granting Final Approval of Class and Collective Action Settlement; (2) Approving Award of
8 Class Representative service payments; and (3) Approving Award of Attorneys' fees and Costs.

9 **Background and Experience**

10 3. The following is a brief description of my professional background. I am a 1991
11 graduate of New York University School of Law. Following graduation from law school, I
12 served as law clerk to U.S. District Court Judge Harry D. Leinenweber in Chicago. Thereafter, I
13 practiced law at employment law firms in Chicago (Stowell & Friedman) and New York
14 (Vladeck Waldman Elias & Engelhard), representing employees in individual and class action
15 cases, and served as an Assistant Corporation Counsel for the City of Chicago Law Department.
16 I also served as Of Counsel in the Employment Law Department at Paul, Hastings, Janofsky &
17 Walker in San Francisco, where from January 2000 until March 2003, I represented employers in
18 a wide array of complex employment matters. Since forming my own firm in April 2003, I have
19 represented employees in individual, class action, and collective action lawsuits.

20 4. Since 2003, my firm has been appointed class counsel in the following cases:
21 *Michael Pryor, et al. v. Overseas Administrative Services, et al.*, JAMS Binding Arbitration
22 Reference #: 1100052926 (contested motion for class certification of breach of contract claims on
23 behalf of 7,000 truck drivers working for KBR in Iraq); *Ward v. Fluor Enterprises, Inc.*, (C.D.
24 Cal. Case No. 8:11-cv-00467-DOC –VBK) (certification of settlement class in wage and hour
25 action); *Fernandez v. KM Industries* (N.D.Cal. Case No. 4:06-cv-07339-CW) (plaintiffs'
26 contested motion for class certification in ERISA action); *Flynn v. Angel Studios, Inc.* (San Diego
27 Superior Court Case No. GIN 054909) (certification of settlement class in wage and hour action);
28 *Broome v. Google, Inc.* (Santa Clara Superior Court Case No: 1-08-CV-112386) (certification of

1 settlement class in wage and hour action); *Martinez v. Bank of the West* (San Francisco Superior
2 Court Case No. CGC-06-454959) (certification of settlement class in wage and hour action);
3 *Krzesniak v. Cendant Corporation* (N.D.Cal. Case No.: 3:05-cv-5156) (Plaintiff's contested
4 motion for class certification in wage and hour action); *Torres v. ABC Security Service* (Alameda
5 County Superior Court Case No. RG04158744) (Plaintiffs' contested motion for class
6 certification in wage and hour action); *Wilson v. Sony Computer Entertainment America, Inc.*
7 (San Mateo County Superior Court Case No. 444815) (certification of settlement class in wage
8 and hour action); *Rodriguez v. PETCO Animal Supplies Stores, Inc.* (Santa Clara County Superior
9 Court Case No. 1-06-CV-0060094) (certification of settlement class in wage and hour action);
10 *Kohler v. Sierra Pacific Industries* (El Dorado County Superior Court Case No. PC20050094)
11 (certification of settlement class in wage and hour action); *Qutami v. T-Mobile* (Alameda County
12 Superior Court Case No. RG04186460) (certification of settlement class in wage and hour
13 action); *Goddard v Longs Drug Stores, California, Inc.* (Alameda County Superior Court Case
14 No. RG04141291) (certification of settlement class in wage and hour action); *Gray v. ABC*
15 *Security Service, Inc.* (Alameda County Superior Court Case No. RG04141422) (certification of
16 settlement class in wage and hour action); *Sheppard v. The Davey Tree Expert Company* (San
17 Francisco Superior Court Case No. CGC-03-426108) (certification of settlement class in wage
18 and hour action); *McKenzie v. American Commercial Claims Administrators, Inc.*, (San Francisco
19 Superior Court Case No. CGC-04-428807) (certification of settlement class in wage and hour
20 action); and *Newman v. Kimpton Hotel & Restaurant Group, Inc.*, (San Francisco Superior Court
21 Case No. CGC04429762) (certification of settlement class in wage and hour action).

22 5. I have written and spoken on employment law and litigation, and have closely
23 followed legal developments in the area. I am co-author of two chapters in the CEB practice
24 manual *California Wage and Hour Law and Litigation*, and have served as Revisions Editor for
25 the wage and hour chapters of the Matthew Bender treatise *California Employment Law*. I am a
26 past member of the State Bar of California Labor and Employment Section Executive Committee
27 (2008-2011), and currently serve as a member of the Bar Association of San Francisco Labor and
28

1 Employment Section Executive Committee.

2 **This Litigation**

3 6. I have been the attorney at my firm primarily responsible for the litigation of this
4 action since its inception. Our firm spent months investigating this case before filing the action.
5 That pre-filing investigation included discussions with Account Executives, a review of the
6 representative Plaintiffs' documents and records., and and an analysis of the case law relevant to
7 Plaintiffs' claims and Defendant's defenses. After filing the case, we began discussions with
8 Yelp's counsel regarding the issues in the case, including the possible mediation of the action.
9 We requested and received a production of relevant documents and data, including documents
10 reflecting Yelp's compensation policies regarding Account Executives, employment agreements,
11 and workweek data. Additionally, Yelp produced an analysis reflecting time worked by a
12 representative sample of Account Executives, using data gathered from systems used by Account
13 Executives.

14 7. On May 11, 2011, the parties executed an agreement to toll the FLSA statute of
15 limitations effective May 11, 2011 for all absence collective action members.

16 8. On September 15, 2011, the parties mediated this case with Mark Rudy of Rudy,
17 Exelrod, Zieff & Lowe. Although the parties did not reach a settlement at the mediation,
18 negotiations continued for several months. Those negotiations ultimately resulted in the
19 Settlement Agreement attached as **Exhibit 1** to this declaration.

20 9. Having explored and considered the evidence in the case and the parties'
21 respective arguments regarding liability, I believe that this Settlement is fair, adequate, and
22 reasonable given the risks of continued litigation and the benefits that the Settlement provides
23 Class Members.

24 10. Based on workweek and salary information provided by Defendants, and assuming
25 class members worked an average of five overtime hours each week, the total unpaid overtime
26 wages owed to Class Members during the class period is \$3,480,000, with unpaid overtime to the
27 California class of \$2,850,000 and to the National Class of \$630,000. Yelp, however, took the
28

1 position in the litigation that many Class Members worked no overtime hours, and Yelp provided
2 Plaintiffs' Counsel with data which according to Yelp reflects that Class Members worked an
3 average of between 12 minutes of overtime per week and 2 hours and 20 minutes of overtime per
4 week. If Plaintiffs were ultimately able to prove up the high end of this range—2 hours and 20
5 minutes of overtime per week—the total overtime wages owed to the California Class would be
6 approximately \$1,392,547. The Maximum Settlement Portion for Payments to California
7 Participating Claimants (\$586,667) represents approximately forty two percent of this overtime
8 calculation, while the actual approximately \$455,000 California Settlement Sum being paid to
9 California Class Members (after attrition of a portion of the initial attorneys' fee amount)
10 constitutes just under 50 percent of the overtime wages owed to the participating California Class
11 members.

12 11. I believe that this Settlement also affords relief to Class Members who likely
13 would never have filed individual claims for unpaid overtime wages, due to a belief that they
14 validly released their claims to unpaid wages, fear retaliation, or are otherwise concerned about
15 the potential adverse consequences of participating in this litigation.

16 12. Each of the three named plaintiffs (Ahmad Deanes, Justin Larkin, and Anthony
17 Tijerino) offered substantial assistance to counsel in the investigation, prosecution, and settlement
18 of this action. They provided class counsel with documents, payroll data, and information about
19 Yelp's pay practices, and Mr. Larkin attended the mediation. They also did what other Account
20 Executives were unwilling to do: they placed their names on a court complaint against Yelp, and
21 subjected themselves to the risk that they might suffer criticism or adverse employment
22 consequences in the future for actively participating in this lawsuit. They have also agreed to
23 execute a general release of claims against Yelp.

24 13. This litigation has required our firm to spend time and financial resources which
25 we could have devoted to other matters. My firm has not been compensated for any of this time
26 since the litigation began. From the beginning, prosecution of this class action has involved
27 significant risk for my firm, which undertook the matter solely on a contingent basis with no
28

1 guarantee of recovery. Our firm placed at risk its own resources to investigate and prosecute this
2 action for nearly two years. But for my involvement in this litigation, I could and would have
3 accepted other potentially profitable work of similar complexity. In addition, I have clients who
4 retain me on an hourly basis. The time spent on this litigation precluded me from accepting this
5 type of work as well.

6 14. The following schedule of time and rates was prepared from contemporaneous daily time
7 records maintained by my firm:

EXPENSE CATEGORY	TOTAL
Photocopies	\$ 91.70
Postage	\$ 34.26
Messenger, Overnight Delivery	\$ 57.49
Filing Service	\$ 585.23
Mediation Expenses	\$ 5,000.00
Lexis, Westlaw, Online Library Research	\$ 262.50
TOTAL	\$ 6031.18

14
15 15. During the time our firm has been involved with this litigation, I and other attorneys and
16 staff at my firm worked on the following activities in conjunction with this case: investigating the
17 claims through interviews with account executives and analysis of documents; preparing and
18 revising the Complaint and Amended Complaint in the action; negotiating with defense counsel
19 regarding an FLSA tolling agreement; conferring with co-counsel regarding case strategy; legal
20 research; propounding document and information requests; reviewing and analyzing documents
21 and data produced by Defendant; drafting revising a mediation brief; participating in mediation,
22 negotiating and drafting settlement documentation; communicating with the Settlement
23 Administrator to resolve disputes and oversee the proper administration of the settlement; and
24 preparing settlement motions.

25 16. The following schedule was prepared from contemporaneous daily time records
26 maintained by my firm.

	NAME	HOURS	RATE	LODESTAR	
1	Peter Rukin	(P), 1991	140	\$690	\$96,600
2	Whitney Stark	(A), 2004	37.2	\$450	\$16,740
3	Steven M. Tindall	(P), 1996	0.9	\$625	\$563
4	Stephanie Doria	(P), 1998	4.9	\$500	\$2,450
5	Angela Perone	(A), 2006	0.6	\$350	\$210
6	Kenneth Sugarman	(C), 1997	6.3	\$500	\$3,150
7	Billie Mizell	(PL)	7.3	\$200.00	\$1,460
8	Alice Tran	(PL)	6.5	\$200.00	\$1,300
9	TOTAL:				\$122,473

(P) Partner
 (A) Associate
 (PL) Paralegal
 (C) Contract Attorney

I declare under penalty of perjury, under the laws of the United States, that the foregoing is true and correct. Executed this 19 day of October, 2012, at San Francisco, California.

/s/ Peter Rukin

 PETER RUKIN

EXHIBIT 1

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5 [Additional counsel on signature page]

6 Attorneys for Plaintiffs

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Attorneys for Defendant YELP! INC.

11 **UNITED STATES DISTRICT COURT**
12 **NORTHERN DISTRICT OF CALIFORNIA**
13

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

16 Plaintiffs,

17 v.

18 YELP! INC.,

19 Defendant.
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CASE NO. CV 11-01503 EMC

**STIPULATION RE: SETTLEMENT OF
CLASS AND COLLECTIVE ACTIONS;**

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL AND
SETTLEMENT HEARING (EXHIBIT 1);**

**[PROPOSED] NOTICE RE: PENDENCY OF
CLASS ACTION AND SETTLEMENT
(EXHIBIT 2);**

**[PROPOSED] NOTICE RE: PENDENCY OF
COLLECTIVE ACTION AND
SETTLEMENT (EXHIBIT 3);**

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT (EXHIBIT
4); AND**

[PROPOSED] JUDGMENT (EXHIBIT 5)

The Honorable Edward M. Chen

1 IT IS HEREBY STIPULATED AND AGREED by and between JUSTIN
2 LARKIN, ANTHONY TIJERINO, and AHMAD DEANES (as Class Representatives), on behalf
3 of themselves and the proposed Class of similarly situated individuals, on the one hand, and
4 YELP! INC. (herein “Yelp”), on the other hand, (collectively, the “Settling Parties”) as set forth
5 below:

6 **I. The Conditional Nature of This Stipulation.**

7 This Stipulation Re: Settlement of Class and Collective Actions and all associated
8 exhibits or attachments (herein “Stipulation”) is made for the sole purpose of attempting to
9 consummate settlement of these actions on a class and collective action basis. This Stipulation
10 and the settlement it evidences is made in compromise of disputed claims. Because this
11 Stipulation purports to settle this action on a class and collective action basis, this settlement must
12 receive preliminary and final approval from the Court. Accordingly, the Settling Parties enter
13 into this Stipulation and associated settlement on a conditional basis. In the event that the Court
14 does not execute and file the Order Granting Final Approval of Settlement, or in the event that the
15 associated Judgment does not become Final for any reason, this Stipulation shall be deemed null
16 and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized
17 for any purpose whatsoever, and the negotiation, terms, and entry of the Stipulation shall remain
18 subject to the provisions of Federal Rule of Evidence 408 and California Evidence Code Sections
19 1119 and 1152.

20 Yelp denies all of the allegations and claims, including as to liability, damages,
21 penalties, interest, fees, restitution and all other forms of relief as well as the class and collective
22 action allegations asserted in the Litigation. Yelp has agreed to resolve this Litigation via this
23 Stipulation, but to the extent this Stipulation is disapproved by the Court, deemed void, or does
24 not otherwise take effect, Yelp does not waive, but rather expressly reserves, all rights to
25 challenge all such claims and allegations in the Litigation upon all procedural and factual
26 grounds, including without limitation the ability to challenge class and/or collective action
27 treatment on any grounds or assert any and all defenses or privileges. The Class Representatives
28 and Class Counsel agree that Yelp retains and reserves these rights, and agree not to take

1 positions to the contrary; specifically, the Class Representatives and Class Counsel agree not to
2 argue or present any argument, and hereby waive any argument, that this Stipulation precludes
3 Yelp contesting class or collective action certification on any grounds if this Litigation were to
4 proceed.

5 **II. The Parties to this Stipulation.**

6 This Stipulation (with the associated exhibits) is made and entered into by and
7 among the following Settling Parties: (i) Class Representatives Justin Larkin, Anthony Tijerino,
8 and Ahmad Deanes (on behalf of themselves and each of the California Class Members and
9 National Class Members), with the assistance and approval of Class Counsel; and (ii) Yelp, with
10 the assistance of its counsel of record in the Litigation. This Stipulation is intended by the
11 Settling Parties to fully, finally and forever resolve, discharge and settle the California Released
12 Claims and National Released Claims upon and subject to the terms and conditions hereof. This
13 Stipulation is also intended to result in the dismissal with prejudice of the underlying Litigation.
14 This Stipulation is intended to and will also result in the execution of general releases of all
15 claims of any nature held by the Class Representatives.

16 **III. The Litigation.**

17 On March 29, 2011, Class Representative Justin Larkin filed this Litigation as a
18 putative Rule 23 class action on behalf of himself and others allegedly similarly situated in
19 California and a putative national collective action under the federal Fair Labor Standards Act
20 (“FLSA”) on behalf of those allegedly similarly situated throughout the nation. Larkin alleged
21 that Yelp had violated certain state and federal employment laws, including without limitation the
22 FLSA, the California Labor Code, the California Industrial Welfare Commission Wage Orders,
23 and the California Business and Professions Code, by purportedly, *inter alia*, (a) misclassifying
24 putative class members as “exempt” employees, *i.e.*, employees who are exempt under federal
25 and/or California law from premium overtime requirements and the other wage and hour
26 requirements imposed on employees who do not qualify for the outside or inside salesperson
27 exemptions, or the executive, administrative, or professional exemptions under federal and/or
28 state law; (b) failing to pay overtime wages; (c) failing to keep accurate and complete records of

1 putative class members' hours and wages; and (d) failing to make timely payment of wages.

2 On April 14, 2011, Larkin filed a First Amended Class and Collective Action
3 Complaint adding Anthony Tijerino and Ahmad Deanes as additional named plaintiffs. On May
4 23, 2011, Larkin, Tijerino, and Deanes filed a Second Amended Class and Collective Action
5 Complaint adding a claim for penalties under the California Labor Code's Private Attorneys
6 General Act, Labor Code § 2698 *et seq.*

7 Following the filing of the Second Amended Class and Collective Action
8 Complaint and the exchange of significant amounts of information, counsel for Yelp and Class
9 Counsel, who are experienced in these types of cases, began a series of arms-length negotiations
10 which led to the scheduling of a mediation session with professional mediator Mark Rudy, Esq.
11 On September 15, 2011, the Settling Parties held an all-day mediation session with Mr. Rudy and,
12 after continued negotiations through Mr. Rudy the following week, reached the conditional
13 agreement reflected herein.

14 This Stipulation is intended to result in the creation of: (1) a Rule 23 class
15 comprised of all Persons who were employed by Yelp as an Account Executive (including
16 without limitation positions with the titles Account Executive, Account Executive Trainee,
17 Associate Account Executive Trainee, Associate Account Executive, Junior Account Executive,
18 Sales Associate, Sales Representative, and Senior Account Executive) in California from March
19 29, 2007 through the date of preliminary approval (California Class Period); and (2) a collective
20 action class of all Persons who were employed by Yelp as an Account Executive (including
21 positions incorporating the titles Account Executive, Account Executive Trainee, Associate
22 Account Executive Trainee, Associate Account Executive, Junior Account Executive, Sales
23 Associate, Sales Representative, and Senior Account Executive,) in the United States of America
24 outside of California during the three years prior to the date of preliminary approval (National
25 Class Period).

26 Solely for the purpose of settling this case, the parties stipulate and agree that the
27 requirements for establishing class certification with respect to the California Class have been met
28 and are met. If this Settlement is not approved by the Court for any reason, Yelp reserves its

1 rights to contest class certification.

2 This Stipulation, if approved by the Court, will result in the termination with
3 prejudice of the Litigation through the entry of the Judgment, and the release of all California
4 Released Claims for all California Settlement Class Members, and the release of all National
5 Released Claims for all National Settlement Class Members. The Class Representatives will also
6 execute a general release of all claims.

7 **IV. Defendant's Denial of Wrongdoing or Liability.**

8 Yelp denies all of the claims and contentions alleged by the Class Representatives
9 in the Litigation. Nonetheless, Yelp has concluded that further conduct of the Litigation would be
10 protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in
11 the manner and upon the terms and conditions set forth in this Stipulation. Yelp has also taken
12 into account the uncertainty and risks inherent in any litigation, especially in multi-party cases
13 like this Litigation. Yelp has therefore determined that it is desirable and beneficial to it that the
14 Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

15 **V. Claims of the Class Representatives and Benefits of Settlement.**

16 The Class Representatives and Class Counsel believe that the claims presently
17 asserted in the Litigation have merit and that evidence developed to date supports the claims.
18 However, the Class Representatives and Class Counsel recognize and acknowledge the expense
19 and length of the type of continued proceedings necessary to prosecute the Litigation against Yelp
20 through trial and through appeals. The Class Representatives and Class Counsel have also taken
21 into account the uncertain outcome and the risk of any litigation, as well as the difficulties and
22 delays inherent in such litigation. Based upon their evaluation, the Class Representatives and
23 Class Counsel have determined that the settlement set forth in the Stipulation is in the best
24 interests of the Class Representatives, the California Class, and the National Class.

25 **VI. Terms of Stipulation and Agreement of Settlement.**

26 NOW, THEREFORE, IT IS HEREBY FURTHER STIPULATED AND
27 AGREED by and between the Class Representatives (for themselves and the California
28 Settlement Class Members and/or National Settlement Class Members) and Yelp, with the

1 assistance of their respective counsel or attorneys of record, that, as among the Settling Parties,
2 including all California Settlement Class Members and National Settlement Class Members, the
3 Litigation and the California Released Claims and National Released Claims shall be finally and
4 fully compromised, settled, and released, and the Litigation and Counterclaim shall be dismissed
5 with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the
6 Stipulation and the Judgment.

7 1. Definitions.

8 As used in all parts of this Stipulation, the following terms have the meanings
9 specified below:

10 1.1 “Account Executive” means the position or job title of Account
11 Executive as that term is commonly used at Yelp, and which specifically includes without
12 limitation the positions with the specific titles: Account Executive, Account Executive Trainee,
13 Associate Account Executive Trainee, Associate Account Executive, Junior Account Executive,
14 Sales Associate, Sales Representative, and Senior Account Executive.

15 1.2 “California Class” means the collective group of Persons who were
16 employed by Yelp as an Account Executive in California at any point during the California Class
17 Period. The California Class is a Rule 23 opt-out class, and it does not include Persons who were
18 never employed by Yelp as Account Executives in California during the California Class Period.
19 Yelp has represented and Class Representatives and Class Counsel understand that this California
20 Class consists of 488 people.

21 1.3 “California Class Member” or “Member of the California Class” means
22 a Person who is a member of the California Class.

23 1.4 “California Class Period” means the period from March 29, 2007
24 through and including December 31, 2011.

25 1.5 “California Participating Claimant” means each Member of the
26 California Class who submits a Qualifying California Claim Form in response to the California
27 Notice. If fewer than fifty percent (50%) of the Qualifying California Work Weeks are claimed,
28 the additional money that would have been paid by Yelp if fifty percent (50%) of the Qualifying

1 California Work Weeks had been claimed shall be distributed pro rata to the California
2 Participating Claimants according to their individual Qualifying California Work Weeks.

3 1.6 “California Released Claims” collectively means any and all claims,
4 including Unknown Claims as defined in Paragraph 1.56 hereof, demands, rights, liabilities and
5 causes of action of every nature and description whatsoever, including without limitation
6 statutory, constitutional, contractual or common law claims, whether known or unknown, whether
7 or not concealed or hidden, whether arising under federal or state law, against the Yelp Releasees,
8 or any of them, including without limitation claims for wages, damages, unpaid costs, penalties,
9 liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or
10 equitable relief, that accrued during the California Class Period as a result of the California Class
11 Member’s employment as an Account Executive in California for Yelp, based on the following
12 categories of claims or allegations: (a) any and all claims for (i) failure to pay wages for work
13 performed in excess of eight hours in a day or forty hours in a week, regular; and/or (ii) failure to
14 pay regular, overtime or other premium wages, failure to pay minimum wages, failure to provide
15 sufficient meal and/or rest periods and/or to pay premiums in lieu thereof, failure to comply with
16 payroll or wage record-keeping or itemization requirements, and failure to timely pay wages due
17 at termination or otherwise; (b) any and all claims alleging statutory violations arising from the
18 same categories of allegations set forth above in Paragraph 1.5(a), including without limitation
19 claims under the Fair Labor Standards Act (“FLSA”), the Portal to Portal Act, California Labor
20 Code sections 218, 226, 226.7 and 1194 and California Business & Professions Code sections
21 17200 *et seq.*; (c) any and all claims for penalties or liquidated damages or other available
22 remedies arising from the categories of allegations set forth above in Paragraph 1.5(a) and (b),
23 including without limitation claims under the FLSA, Portal to Portal Act, California Labor Code
24 sections 203, 226, 226.7, 512, 1194, and 2698 *et seq.*, and applicable California Industrial
25 Welfare Commission Wage Orders; and (d) any and all claims for interest, costs, or attorney fees
26 arising from the categories of allegations set forth above in Paragraph 1.5(a) and (b), including
27 without limitation claims under the California Labor Code sections 218.5, 1194, and 2699(g)(1),
28 California Code of Civil Procedure section 1021.5, and Federal Rule of Civil Procedure 23(h);

1 and (e) to the extent not covered by the above, any and all claims pled in the Litigation. (The
2 Settling Parties understand and agree that the California Released Claims include claims under
3 the California Private Attorney Generals Act of 2004, codified at California Labor Code sections
4 2698 *et seq.*, for which the California Class was granted additional consideration, which is
5 already part of, and not in addition to, the Maximum Settlement Amount, in the amount of
6 \$7,500, which shall be paid to the California Labor and Workforce Development Agency
7 pursuant to this settlement. The Settling Parties further agree and understand that
8 notwithstanding the foregoing, California Settlement Class Members who do not become
9 California Participating Claimants will not be deemed to have released direct FLSA claims (as
10 opposed to indirect FLSA claims, such as a claim under the California Unfair Competition Law,
11 codified at California Business and Professions Code section 17200, predicated on an alleged
12 violation of the FLSA, which will be released and waived), but will be deemed to have and will
13 have released all other California Released Claims.

14 1.7 “California Settlement Claim Certification Form” or “California Claim
15 Form” means the form attached as Form A to the California Notice, in the same or substantially
16 the same manner as set forth in Exhibit 2.

17 1.8 “California Settlement Class” means the collective group of all of the
18 California Class Members who do not opt out of the California Settlement Class by submitting
19 Opt Outs pursuant to Paragraph 2.5.1, and thus means the collective group of all of the California
20 Class Members who will become subject to and bound by the Judgment if the Effective Date
21 occurs, regardless of whether they submit California Claim Forms.

22 1.9 “California Settlement Class Member” or “Member of the California
23 Settlement Class” means any Person who is a member of the California Settlement Class.

24 1.10 “California Settlement Sum” means the total, gross amount due to an
25 individual California Participating Claimant, which shall be the product of the California
26 Settlement Sum Variable multiplied by the number of Qualifying California Work Weeks worked
27 by that California Participating Claimant. Because of the withholdings described in Paragraphs
28

1 2.1.2 and 2.2.1, the net amount ultimately received by each California Participating Claimant may
2 be less than his or her gross California Settlement Sum.

3 1.11 "California Settlement Sum Variable" means the number which is the
4 quotient of the Maximum Settlement Portion for Payments to California Participating Claimants
5 (after adjustment for un-awarded fees, costs or enhancements) divided by the total number of
6 Qualifying California Work Weeks in the California Class Period for all California Class
7 Members, regardless of whether they actually become California Participating Claimants or
8 remain California Class Members.

9 1.12 "Claims Administrator" means the third-party claims administration firm
10 of Simpluris, unless another administrator is agreed upon by the Settling Parties in writing prior
11 to the preliminary approval of the settlement.

12 1.13 "Class Counsel" means, collectively, the law firms of Rukin, Hyland,
13 Doria & Tindall, LLP; Gallenberg PC; and Shapiro Haber & Urmy LLP .

14 1.14 "Class Representatives" or "the Class Representatives" means Justin
15 Larkin, Anthony Tijerino, and Ahmad Deanes, plaintiffs in the Litigation.

16 1.15 "Yelp" means Yelp! Inc., a corporation and the defendant in the
17 Litigation. "Yelp Releasees" means Yelp and each of its parents, affiliates, subsidiaries,
18 predecessors, successors, divisions, joint ventures and assigns and each of these entities' past or
19 present owners, directors, officers, employees, partners, members, principals, agents, insurers, co-
20 insurers, re-insurers, shareholders, attorneys, employee benefit plans, employee benefit plan
21 trustees, fiduciaries, and administrators, and personal or legal representatives.

22 1.16 "Court" means the United States District Court for the Northern District
23 of California.

24 1.17 "Effective Date" means the date on which the Judgment becomes Final.

25 1.18 "Final" means the point at which the Judgment has become final and
26 irreversible because the latest of the following dates has occurred: (i) the date of final affirmance
27 on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last pending
28 appeal from the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the

1 filing or noticing of any form of valid appeal from the Judgment. Notwithstanding the foregoing,
2 any proceeding or order, or any appeal or petition for a writ pertaining solely to the award of
3 attorney fees or costs shall not, by itself, in any way delay or preclude the Judgment from
4 becoming Final.

5 1.19 "Judgment" means the judgment to be rendered by the Court pursuant to
6 this Stipulation, substantially in the form attached hereto as Exhibit 5.

7 1.20 "Last Known Address" or "Last Known Addresses" means the most
8 recently recorded mailing address for a California Class Member or National Class Member as
9 such information is contained in employment or personnel records maintained by Yelp.

10 1.21 "Litigation" or "Lawsuit" means the case captioned *Larkin v. Yelp!, Inc.*,
11 Case No. 11-CV-01503 EMC, United States District Court for the Northern District of California.

12 1.22 "Maximum Settlement Amount" means the maximum gross amount that
13 Yelp shall pay under the terms of this Stipulation, which is \$1,250,000. The specific components
14 of this Maximum Settlement Amount are: (a) Maximum Settlement Portion for Payments to
15 California Participating Claimants, which is initially \$586,667 (b) the Maximum Settlement
16 Portion for Payments to National Participating Claimants, which is initially \$293,333 (c) the
17 maximum gross amount for all Class Counsel's attorney fees to be paid in accordance with the
18 terms set forth in Paragraph 2.8.1, which is \$312,500; (d) the maximum gross amount for all
19 Class Counsel and the Class Representatives allowable litigation costs and associated expenses,
20 which is \$10,000; (e) the anticipated gross amount for claims administration costs, which is
21 \$25,000; (f) the maximum gross amount for the enhancement payments to be made by Yelp to the
22 Class Representatives, Justin Larkin, Anthony Tijerino, and Ahmad Deanes, in accordance with
23 the terms set forth in Paragraphs 2.8.2, which is a maximum \$5,000 each for a maximum total of
24 \$15,000; and (g) the maximum gross amount for payment to the California Labor Workforce
25 Development Agency as part of the consideration for the release of all California Released
26 Claims under the California Private Attorney Generals Act of 2004, codified at California Labor
27 Code sections 2698 *et seq.*, which is \$7,500. It is understood and agreed that under the terms of
28 this Stipulation, Yelp will pay less than this Maximum Settlement Amount if fewer than all

1 California Class Members become California Participating Claimants and/or fewer than all
2 National Class Members become National Participating Claimants, but Yelp will not under any
3 circumstances pay more than this Maximum Settlement Amount.

4 1.23 “Maximum Settlement Portion for Payments to California Participating
5 Claimants” means the total gross amount that shall be paid to California Participating Claimants
6 if all California Class Members become California Participating Claimants by submitting
7 Qualifying California Claim Forms. This Maximum Settlement Portion for Payments to
8 California Participating Claimants shall initially be \$586,667, provided (i) two-thirds of any
9 portion of the (A) maximum gross amount for all Class Counsel’s attorney fees; (B) the
10 maximum gross amount for all Class Counsel and the Class Representatives’ allowable litigation
11 costs and associated expenses and (C) the maximum gross amount for the enhancement
12 payments, which are not sought or awarded, shall be added to the Maximum Gross Amount for
13 Settlement Payments to California Participating Claimants prior to the calculation of the
14 California Settlement Sums; and (ii) the amount to be paid to California Participating Claimants
15 shall not be less than half the Maximum Gross Amount for Settlement Payments to California
16 Participating Claimants (after this figure has been adjusted to include any un-awarded fees, costs
17 or enhancements)per Paragraph 2.1.3;.

18 1.24 “Maximum Settlement Portion for Payments to National Participating
19 Claimants” means the total gross amount that shall be paid to National Participating Claimants if
20 all National Class Members become National Participating Claimants by submitting Qualifying
21 National Claim Forms. This Maximum Settlement Portion for Payments to National Participating
22 Claimants shall be \$293,333, provided one-third of any portion of the (A) maximum gross
23 amount for all Class Counsel’s attorney fees; (B) the maximum gross amount for all Class
24 Counsel and the Class Representatives’ allowable litigation costs and associated expenses, and
25 (C) the maximum gross amount for the enhancement payments, which are not sought or awarded,
26 shall be added to the Maximum Gross Amount for Settlement Payments to National Participating
27 Claimants, prior to the calculation of the National Settlement Sums.

1 1.25 “National Class” means the collective group of Persons who were
2 employed by Yelp as Account Executives in the United States of America (including without
3 limitation the District of Columbia) in locations other than California at any point during the
4 National Class Period. The National Class is an opt in, collective action that does not include
5 Persons who were never employed by Yelp as an Account Executive in the United States in
6 places other than California during the National Class Period. Yelp represents and Class
7 Representatives and Class Counsel understand and agree that this National Class consists of 454
8 people.

9 1.26 “National Class Member” or “Member of the National Class” means a
10 Person who is a member of the National Class.

11 1.27 “National Class Period” means the period from (a) May 11, 2008 to (b)
12 December 31, 2011.

13 1.28 “National Opt In and Settlement Claim Certification Form” or “National
14 Opt In and Claim Form” means the form attached as Form A to the National Notice, in the same
15 or substantially the same manner as set forth in Exhibit 3.

16 1.29 “National Participating Claimant” means each Member of the National
17 Class who submits a Qualifying National Opt In and Claim Form in response to the National
18 Notice.

19 1.30 “National Released Claims” collectively means any and all claims,
20 including Unknown Claims as defined in Paragraph 1.56 hereof, demands, rights, liabilities, and
21 causes of action of every nature and description whatsoever, including without limitation
22 statutory, constitutional, contractual or common law claims, whether known or unknown, whether
23 or not concealed or hidden, whether arising under federal or state law, against the Yelp Releasees,
24 or any of them, including without limitation claims for wages, damages, penalties, liquidated
25 damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief,
26 that accrued during the National Class Period as a result of the National Class Member’s
27 employment as an Account Executive in any state other than California for Yelp, based on the
28 following categories of claims or allegations: (a) any and all claims for (i) failure to pay wages for

1 work performed in excess of eight hours in a day or forty hours in a week, regular; and/or (ii)
2 failure to pay regular or overtime wages, failure to pay minimum wages, failure to comply with
3 payroll or wage record-keeping or itemization requirements; (b) any and all claims alleging
4 statutory violations arising from the same categories of allegations as the claims set forth above in
5 Paragraph 1.30(a), including without limitation claims under the FLSA, the Portal to Portal Act,
6 and pertinent state laws; (c) any and all claims for penalties or liquidated damages arising from
7 the categories of allegations set forth above in Paragraph 1.30(a) and (b); (d) any and all claims
8 for interest, costs, or attorney fees arising from the categories of allegations set forth above in
9 Paragraph 1.30(a) and (b); and (e) to the extent not covered by the above, any and all claims pled
10 on behalf of the National Class in the current, operative version of the complaint in the Litigation.

11 1.31 “National Settlement Class” means the collective group of all of the
12 National Class Members who opt in to the National Settlement Class by submitting National Opt
13 In and Claim Forms pursuant to Paragraph 2.5.2, and thus means the collective group of all of the
14 National Class Members who will become subject to and bound by the Judgment if the Effective
15 Date occurs.

16 1.32 “National Settlement Class Member” or “Member of the National
17 Settlement Class” means any Person who is a member of the National Settlement Class.

18 1.33 “National Settlement Sum” means the total amount due to an individual
19 National Participating Claimant, which shall be the product of the National Settlement Sum
20 Variable multiplied by the number of Qualifying and Payable National Work Weeks worked by
21 that National Participating Claimant. Because of the withholdings described in Paragraphs 2.1.2
22 and 2.2.1, the net amount ultimately received by each National Participating Claimant may be less
23 than his or her National Settlement Sum.

24 1.34 “National Settlement Sum Variable” means the number which is the
25 quotient of the Maximum Settlement Portion for Payments to National Participating Claimants
26 (after adjustment for un-awarded fees, costs or enhancements) divided by the total number of
27 Qualifying National Work Weeks in the National Class Period for all National Class Members,
28

1 regardless of whether they actually become National Participating Claimants or remain National
2 Class Members.

3 1.35 “Non-Settlement Class” consists of or means all California Class
4 Members who properly and timely elect to opt out of the Settlement Class by submitting Opt Outs
5 pursuant to Paragraph 2.5.1 of this Section VI of the Stipulation.

6 1.36 “Non-Settlement Class Member” or “Member of the Non-Settlement
7 Class” means a Person who is a member of the Non-Settlement Class.

8 1.37 “Notice Mailing Deadline” means the date twenty-one (21) days after
9 the Preliminary Approval Date.

10 1.38 “Notice Re: Pendency of Class Action” or “Notice To Class Members
11 Re: Pendency of a Class Action and Notice of Hearing On Proposed Settlement” or “California
12 Notice” means a notice (and associated response forms) entitled “Notice To Class Members Re:
13 Pendency of a Class Action and Notice of Hearing On Proposed Settlement” to be approved by
14 the Court, substantially in the form attached hereto as Exhibit 2. This document will be formatted
15 by the Claims Administrator, and it will not appear on pleading paper when ultimately mailed to
16 Class Members.

17 1.39 “Notice Re: Pendency of Collective Action” or “Notice To Collective
18 Action Class Members Re: Pendency of a Collective Action and Notice of Hearing On Proposed
19 Settlement” or “National Notice” means a notice (and associated response forms) entitled “Notice
20 To Collective Action Class Members Re: Pendency of a Collective Action and Notice of Hearing
21 On Proposed Settlement” to be approved by the Court, substantially in the form attached hereto as
22 Exhibit 3. This document will be formatted by the Claims Administrator, and it will not appear
23 on pleading paper when ultimately mailed to Class Members.

24 1.40 “Notice Response Deadline” means the date fifty (50) days after the date
25 that the Claims Administrator mails the California Notice to the California Class Members and
26 the National Notice to the National Class Members.

27 1.41 “Opt Out” or “Opt Outs” means written requests by California Class
28 Members to be excluded from the California Settlement Class.

1 1.42 “Order of Final Approval” or “Order Granting Final Approval of
2 Settlement” means an order to be entered and filed by the Court entitled “Order Determining
3 Good Faith and Granting Final Approval of Settlement,” substantially in the form attached hereto
4 as Exhibit 4.

5 1.43 “Payroll Taxes” shall mean the payroll taxes and associated payments
6 that an employer is required to make when making standard wage payments to employees, *i.e.*,
7 the employer share of the payroll tax.

8 1.44 “Person” means a natural person.

9 1.45 “Preliminary Approval Date” means the date on which the Court enters
10 the Preliminary Approval Order.

11 1.46 “Preliminary Approval Order” or “Order Granting Preliminary Approval
12 and Settlement Hearing” means an order to be executed and filed by the Court entitled “Order
13 Granting Preliminary Approval and Settlement Hearing,” substantially in the form attached hereto
14 as Exhibit 1.

15 1.47 A “Qualifying California Settlement Claim Certification Form” or
16 “Qualifying California Claim Form” means a California Settlement Claim Certification Form that
17 is fully completed and is properly executed and is timely returned to the Claims Administrator,
18 *i.e.*, returned with a postmark on or before the Notice Response Deadline.

19 1.48 A “Qualifying California Work Week” is any calendar week in which a
20 California Class Member was employed by Yelp in California as an Account Executive during
21 the California Class Period. The Settling Parties agree that the maximum number of Qualifying
22 California Work Weeks possible for a California Class Member is 248 weeks, *i.e.*, assuming the
23 California Class Member worked as an Account Executive in California during the entire
24 California Class Period. Yelp has represented and the Class Representative and Class Counsel
25 agree that the total number of Qualifying California Work Weeks worked by the California Class
26 is approximately 21,330.

27 1.49 A “Qualifying National Opt In and Settlement Claim Certification
28 Form” or “Qualifying National Opt In and Claim Form” means a National Opt In and Settlement

1 Claim Certification Form that is fully completed and is properly executed and is timely returned
2 to the Claims Administrator, *i.e.*, returned with a postmark on or before the Notice Response
3 Deadline.

4 1.50 A “Qualifying National Work Week” is any calendar week in which a
5 National Class Member was employed by Yelp in the United States of America outside of
6 California as an Account Executive during the National Class Period. The Settling Parties agree
7 that the maximum number of Qualifying National Work Weeks possible for a National Class
8 Member is 185 weeks, *i.e.*, assuming the National Class Member worked as an Account
9 Executive in the United States of America outside of California during the entire National Class
10 Period and no delay in the claims process. Yelp has represented and the Class Representative and
11 Class Counsel agree that the total number of Qualifying National Work Weeks worked by the
12 National Class is approximately 16,871.

13 1.51 A “Qualifying and Payable National Work Week” is any Qualifying
14 National Work Week that occurred within the (*i.e.*, more recently than the date which is) three
15 years prior to the date the National Class Member’s Qualifying National Opt In and Settlement
16 Claim Certification Form is postmarked when sent to the Claims Administrator.

17 1.52 A “Reasonable Address Verification Measure” means the utilization of
18 the National Change of Address Database maintained by the United States Postal Service to
19 review the accuracy of and, if possible, update a mailing address.

20 1.53 “Settlement Hearing” or “Fairness and Good Faith Determination
21 Hearing” means a hearing set by the Court to take place on or about the date which is sixty (60)
22 days after the Notice Response Deadline for the purpose of (i) determining the fairness, adequacy
23 and reasonableness of the Stipulation and associated settlement pursuant to class and collective
24 action procedures and requirements; (ii) determining the good faith of the Stipulation and
25 associated settlement; (iii) awarding attorney fees and costs; and (iv) entering Judgment.
26 “Settlement Hearing Motion Date” shall mean the date on which the motion for final approval is
27 filed pursuant to Paragraph 2.5.8, and this date shall be 35 days prior to the Settlement Hearing.
28

1 1.54 “Settling Parties” means (a) Yelp, on the one hand; and (b) the Class
2 Representatives on behalf of themselves and all Members of the California Settlement Class and
3 the National Settlement Class, on the other hand.

4 1.55 “Stipulation” means this agreement, the Stipulation Re: Settlement of
5 Class and Collective Actions and all of its attachments and exhibits, which the Settling Parties
6 understand and agree sets forth all material terms and conditions of the settlement between them,
7 and which is subject to Court approval. It is understood and agreed that Yelp’s obligations for
8 payment under this Stipulation are conditioned on, *inter alia*, the occurrence of the Effective
9 Date.

10 1.56 “Unknown Claims” means any California Released Claims or National
11 Released Claims which the Class Representatives or any California Settlement Class Member or
12 National Settlement Class Member does not know or suspect to exist in his or her favor at the
13 time of the entry of the Judgment, and which, if known by him or her might have affected his or
14 her settlement with and release of Yelp, or might have affected his or her decision to opt out of
15 the California Settlement Class, opt in to the National Settlement Class, or object to this
16 settlement. With respect to any and all California Released Claims and National Released
17 Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Class
18 Representatives shall expressly, and each of the California Settlement Class Members and
19 National Settlement Class Members shall be deemed to have, and by operation of the Judgment
20 shall have, waived the provisions, rights, and benefits of California Civil Code § 1542 or any like
21 provision of the law of any other pertinent jurisdiction. California Civil Code § 1542 provides:

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

25 The Class Representatives and each California Settlement Class Member or National Settlement
26 Class Member may hereafter discover facts in addition to or different from those which he or she
27 now knows or believes to be true with respect to the subject matter of the California Released
28 Claims or National Released Claims, but the Class Representatives and each California

1 Settlement Class Member and National Settlement Class Member, upon the Effective Date, shall
2 be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled
3 and released any and all California Released Claims and National Released Claims, whichever is
4 pertinent, known or unknown, suspected or unsuspected, contingent or non-contingent, whether
5 or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or
6 equity now existing or coming into existence in the future, including, but not limited to, conduct
7 which is negligent, intentional, with or without malice, or a breach of any duty, law or rule,
8 without regard to the subsequent discovery or existence of such different or additional facts. The
9 Class Representatives acknowledge, and the California Settlement Class Members and National
10 Settlement Class Members shall be deemed by operation of the Judgment to have acknowledged,
11 that the foregoing waiver was separately bargained for and a key element of the settlement of
12 which this release is a part.

13 1.57 “Updated Address” means a mailing address that was updated via a
14 Reasonable Address Verification Measure or via an updated mailing address provided by the
15 United States Postal Service or a California Class Member or National Class Member.

16 1.58 “Wage” or “Wages” shall have the same meaning as the term wages under
17 California Labor Code section 200.

18 2. The Settlement.

19 2.1 *Consideration to Settlement Class Members*

20 2.1.1 Within thirty (30) days of the Effective Date, and only if the Effective
21 Date occurs, Yelp, through the Claims Administrator, and according to the terms, conditions, and
22 procedures set forth in this Section VI of this Stipulation, shall pay each California Participating
23 Claimant his or her California Settlement Sum, and each National Participating Claimant his or
24 her National Settlement Sum. To the extent administratively convenient, these payments shall be
25 paid via one check. Both the California Settlement Sums and National Settlement Sums shall be
26 allocated for reporting reasons as set forth below: (a) thirty-three percent (33%) shall be deemed
27 payment in settlement of claims for unpaid wages; (b) thirty-three percent (33%) shall be deemed
28 payment for interest; and (c) thirty-three percent (34%) shall be deemed payment in settlement of

1 claims for penalties, liquidated damages, and all other non-wage recovery. Yelp shall pay the
2 Payroll Taxes on the wage portion of these payments, provided that (a) if California Participating
3 Claimants claim more than seventy-five percent of the available California Qualifying Work
4 Weeks, then the Settlement Sums of all California Participating Claimants shall be adjusted
5 downward to offset one quarter (25%) of the cost to Yelp of the Payroll Taxes for those
6 individuals; (b) if National Participating Claimants claim more than seventy-five percent of the
7 available National Qualifying Work Weeks, then the Settlement Sums of all National
8 Participating Claimants shall be adjusted downward to offset one quarter (25%) of the cost to
9 Yelp of the Payroll Taxes for those individuals.

10 2.1.2 As further detailed in this Section 2, Yelp, itself or through the Claims
11 Administrator, will report each payment made pursuant to this Section 2 to government
12 authorities, including the Internal Revenue Service, as required by law, and it shall make all
13 required deductions and/or withholdings.

14 2.1.3 The only California Class Members entitled to any payment under this
15 Stipulation and the associated Judgment are California Participating Claimants, and they shall be
16 entitled to their respective California Settlement Sums only. The only National Class Members
17 entitled to any payment under this Stipulation and the associated Judgment are National
18 Participating Claimants, and they shall be entitled to their respective National Settlement Sums
19 only. With respect to the California Class only, and as set forth above in Paragraph 1.4, the
20 Settling Parties agree to a “participation floor” of fifty percent (50%), *i.e.*, if fewer than fifty
21 percent (50%) of the Qualifying California Work Weeks are claimed, then the additional money
22 beyond that claimed that would have been paid if fifty percent (50%) of the Qualifying California
23 Work Weeks were claimed will be distributed pro rata to the California Participating Claimants
24 pursuant to their number of Qualifying California Work Weeks. As a result, if this “participation
25 floor” is triggered, Yelp will pay a total of \$293,333 and no more to the California Participating
26 Claimants and for associated Payroll Taxes. Those parts of the Maximum Settlement Portion for
27 Payments to California Participating Claimants and the Maximum Settlement Portion for
28 Payments to National Participating Claimants that are neither claimed nor, in the case of the

1 California Class, subject to pro rata distribution because of the California Class fifty percent
2 (50%) “participation floor” described in this paragraph shall remain the property of or revert to
3 Yelp, and any finding to the contrary will be a ground for Yelp to void the settlement. This
4 Stipulation and the associated Judgment do not and will not create any unpaid residue or unpaid
5 residual, and no distribution of such shall be required. Any finding to the contrary will give Yelp
6 the option to void this Stipulation.

7 2.2 *Taxes*

8 2.2.1 Those payments (or portions thereof) allocated to the settlement of
9 claims for unpaid wages (a) shall be subject to required withholdings and deductions, and so the
10 net amounts payable will be less than the gross amounts; and (b) shall be reported in the year of
11 payment as wage income to the California Participating Claimants and National Participating
12 Claimants on a Form W-2 or analogous form. Those payments (or portions thereof) allocated to
13 all other claims, including without limitations claims for penalties, liquidated damages, interest
14 and other non-wage recovery (a) shall not be subject to withholdings and deductions, and so the
15 net amounts payable will be equal to the gross amounts; and (b) shall be reported in the year of
16 payment as non-wage income to the California Participating Claimants and National Participating
17 Claimants on a Form 1099 or analogous form. Other than as set forth above, Yelp will not, unless
18 otherwise required by law, make, from the California Settlement Sum of each California
19 Participating Claimant or the National Settlement Sum of each National Participating Claimant,
20 any deductions, withholdings or additional payments, including without limitation, medical or
21 other insurance payments or premiums, employee 401(k) contributions or matching employer
22 contributions, wage garnishments, or charity withholdings, and entry of the Order of Final
23 Approval by the Court shall be deemed authority not to make such deductions, withholdings, or
24 additional payments. Any amount paid to California Participating Claimants or National
25 Participating Claimants shall not create any credit or otherwise affect the calculation of any
26 deferred compensation, benefit, or other compensation plan provided by Yelp.

27 2.2.2 Other than the withholding and reporting requirements set forth in
28 Paragraphs 2.1.2 and 2.2.1 and the employer’s standard share of liability for Payroll Taxes on the

1 portions of the payments characterized as wage payments, the California Participating Claimants
2 and National Participating Claimants shall be solely responsible for the reporting and payment of
3 any federal, state and/or local income or other tax or any other withholdings, if any, on any of the
4 payments made pursuant to this Stipulation. Yelp makes no representations, and it is understood
5 and agreed that Yelp has made no representations, as to the taxability of any portions of the
6 settlement payments to any California Participating Claimants or National Participating
7 Claimants, the payment of any costs or attorney fee awards, any payments to the Class
8 Representatives, or any other payments made pursuant to this Stipulation. The California Notice
9 will advise California Class Members to seek their own tax advice prior to acting in response to
10 that notice, and the National Notice will advise National Class Members in the same manner.

11 2.3 *Approval of Notice to the Classes and Scheduling of a Settlement*
12 *Hearing.*

13 2.3.1 Within twenty-one (21) days of the final execution of this Stipulation,
14 the Class Representatives and Yelp, through their counsel of record in the Litigation, shall file
15 this Stipulation with the Court and jointly move for preliminary approval of this Stipulation. Via
16 this submission, and a supporting motion, the Settling Parties, through their counsel of record,
17 will request that the Court enter the Preliminary Approval Order thereby scheduling the
18 Settlement Hearing for the purposes of determining the good faith with regard to the settlement,
19 granting final approval of the settlement, granting final approval of this Stipulation, and entering
20 Judgment. Via this same motion, the Class Representatives, through Class Counsel shall advise
21 the Court of the agreements set forth in Paragraphs 2.8.1, 2.8.2 and 2.8.3 this Stipulation.

22 2.3.2 Subject to Court availability, the Class Representatives and Yelp shall
23 endeavor to notice the joint motion for entry of the Preliminary Approval Order described in
24 Paragraph 2.3.1 for a hearing before the Court as soon as possible. Failure of the Court to enter
25 the Preliminary Approval Order in its entirety or in a substantially similar form following the full
26 efforts of the Settling Parties to obtain such entry will be grounds for the Settling Parties to
27 terminate the settlement and the terms of this Stipulation.
28

1 2.3.3 If the Court enters the Preliminary Approval Order more than twenty
2 (20) days after the hearing date for the motion for preliminary approval, Class Counsel and
3 counsel for Yelp shall meet and confer to reach agreement on any necessary revisions of the
4 deadlines and timetables set forth in this Stipulation. In the event that the Settling Parties fail to
5 reach such agreement, any of the Settling Parties may apply to the Court via a noticed motion for
6 modification of the dates and deadlines in this Stipulation, provided that such a request to the
7 Court may seek only reasonable modifications of the dates and deadlines contained in this
8 Stipulation and no other changes.

9 2.3.4 If the Court enters the Preliminary Approval Order, then at the resulting
10 Settlement Hearing, the Class Representatives and Yelp, through their counsel of record, shall
11 address any written objections from California Class Members or National Class Members, any
12 concerns from California Class Members or National Class Members who attend the hearing, and
13 any concerns of the Court. The Settling Parties shall and hereby do, unless provided otherwise in
14 this Stipulation, stipulate to final approval of this Stipulation and entry of the Judgment by the
15 Court. Unless the Stipulation is voided per its terms, the Settling Parties and their counsel will
16 seek approval of the Stipulation and entry of the Judgment by the Court.

17 2.4 *Notice to Class Members.*

18 2.4.1 If, by entering the Preliminary Approval Order, the Court provides
19 authorization to send the California Notice to California Class Members, and the National Notice
20 to National Class Members, Yelp, through the Claims Administrator, will facilitate the mailing of
21 the California Notice to all California Class Members, and the National Notice to all National
22 Class Members, at their Last Known Addresses. All the notices shall be mailed via first class
23 mail through the United States Postal Service, postage pre-paid. The California Notice shall
24 include, as attached forms, a pre-printed change of address form, a pre-printed California Claim
25 Form, and a postage pre-paid return envelope. The National Notice shall include, as attached
26 forms, a pre-printed change of address form and pre-printed National Opt In and Claim Form, and
27 a postage pre-paid return envelope. No other materials will be included with the mailings
28 enclosing these notices. No Settling Party shall send any materials to any California or National

1 Class Member, provided Class Counsel may respond to individual inquiries from California or
2 National Class Members.

3 2.4.2 The California Notice and National Notice and their envelopes or
4 coverings shall be marked to denote the return address of the Claims Administrator as listed on
5 the California Claim Form.

6 2.4.3 Yelp shall prepare the name, Last Known Address, and number of
7 Qualifying Work Weeks for each California Class Member and National Class Member for the
8 Claims Administrator so that the Claims Administrator can calculate and state in the Notice each
9 individual's approximate potential number of California or National Qualifying Work Weeks,
10 engage in the processing and mailing of each California Notice and each National Notice, and
11 carry out the associated claims process. This information will not be provided to the Class
12 Representatives or Class Counsel. By preliminarily approving this settlement, the Court will be
13 deemed to have authorized Yelp to provide the Claims Administrator with the Social Security
14 Number of each California Class Member and National Class Member. The number of California
15 or National Qualifying Work Weeks and the associated calculation of Settlement Sums will be
16 determined by reference to Yelp's records, which shall be presumed to be correct. In the event
17 that a Class Member disputes his or her Settlement Sum or number of Qualifying Work Weeks,
18 the Claims Administrator shall consult with Yelp and provide it the opportunity to honor (with
19 notice to Class Counsel) the dispute and make the increased payment. If Yelp disputes the
20 challenge, the Settling Parties shall meet and confer in an effort to resolve the matter, and if they
21 are unable to do so, they shall seek a determination from the Claims Administrator as to the
22 proper Settlement Sum for the individual in question before raising any such issue with the Court.

23 2.4.4 Both the California Notice and the National Notice shall include
24 language stating that pertinent law requires Yelp to refrain from retaliating against any California
25 Class Member or National Class Member for any actions taken or not taken in response to the
26 notices or in regard to the Litigation, and that Yelp has agreed to abide by this obligation.

27 2.4.5 Prior to mailing the California Notice to each California Class Member,
28 the Claims Administrator shall include in the space provided on each such notice the number of

1 Qualifying California Work Weeks for the California Class Member and the anticipated per week
2 variable, *i.e.*, the California Settlement Sum Variable as well as the anticipated, approximate
3 Settlement Sum for that California Class Member. Prior to mailing the National Notice to each
4 National Class Member, the Claims Administrator shall include in the space provided on each
5 such notice the number of Qualifying National Work Weeks for the National Class Member, and
6 the National Notice shall also state the National Settlement Sum Variable as well as the
7 anticipated, approximate Settlement Sum for that National Class Member.

8 2.4.6 Prior to mailing the California Notice to each California Class Member
9 and the National Notice to each National Class Member, the Claims Administrator shall
10 undertake a Reasonable Address Verification Measure to ascertain the current accuracy of the
11 Last Known Address of each California Class Member and National Class Member. To the
12 extent this process yields an Updated Address, that Updated Address shall replace the Last
13 Known Address and be treated as the new Last Known Address for purposes of this Stipulation
14 and for subsequent mailings in particular.

15 2.4.7 The Notice Mailing Deadline is the last date for the Claims
16 Administrator to mail the California Notices to the Last Known Address of each California Class
17 Member, and the National Notices to the Last Known Address of each National Class Member.

18 2.4.8 All costs of the mailing described in Paragraph 2.4.1 (including, for
19 example, the fees charged by the Claims Administrator, the cost of the envelopes in which the
20 California Notice and National Notice will be mailed, the cost of reproducing the California
21 Notice and National Notice, and the cost of postage to send the California Notice and National
22 Notice), shall be included in the portion of the Maximum Settlement Amount allocated for claims
23 administration costs.

24 2.4.9 Unless the Claims Administrator receives a California Notice or
25 National Notice returned from the United States Postal Service for reasons discussed below in
26 this paragraph, each California Notice and National Notice shall be deemed mailed and received
27 by the California Class Member or National Class Member upon mailing. In the event that
28 subsequent to the first mailing of a California Notice or National Notice, and prior to the Notice

1 Response Deadline, a Notice is returned to the Claims Administrator by the United States Postal
2 Service with a forwarding address for the recipient, the Claims Administrator shall re-mail that
3 Notice to the forwarding address, that Notice will be deemed mailed and received at that point,
4 and the forwarding address shall be deemed the Updated Address for that California Class
5 Member or National Class Member. In the event that subsequent to the first mailing of a
6 California Notice or National Notice, and prior to the Notice Response Deadline, a Notice is
7 returned to the Claims Administrator by the United States Postal Service because the address of
8 the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the Claims
9 Administrator shall undertake another Reasonable Address Verification Measure to attempt to
10 ascertain the current address of the particular California Class Member or National Class Member
11 in question and, if such an address is ascertained, the Claims Administrator will re-send that
12 Notice within five (5) days of receiving such information, and if no address is obtained through
13 this process, then the Claims Administrator shall attempt to ascertain the specific Class Member's
14 address through the use of a standard skip trace procedure (such as Lexis/Nexis Accrunit). If no
15 Updated Address is obtained for that California Class Member or National Class Member through
16 this second effort, the Notice shall be sent again to the Last Known Address, and in either event,
17 the Notice shall be deemed received once it is mailed for the second time. In the event that
18 subsequent to the second mailing of a Notice, and on or after the Notice Response Deadline, a
19 Notice is returned to the Claims Administrator by the United States Postal Service because the
20 address of the recipient is no longer valid, *i.e.*, the envelope is marked "Return to Sender," the
21 Claims Administrator shall be required to take no further action with that Notice and it shall be
22 deemed to have been delivered. Nothing in this Paragraph 2.4.9 shall be deemed to extend the
23 Notice Response Deadline.

24 2.4.10 To the extent a Class Member has not submitted to the Claims
25 Administrator some form of written response to the Class Notice, *i.e.*, a change of address form,
26 an opt out or a claim form, by the date that is fifteen (15) days before the Notice Response
27 Deadline, the Claims Administrator shall send that Class Member a postcard (a) referencing the
28 name of the Litigation; (b) stating that the Class Member previously received a notice in this

1 action; and (c) providing a physical and email address for the Claims Administrator and stating
2 that the Class Member can write the Claims Administrator to receive an additional copy of the
3 notice. The postcard shall not contain additional information or statements. Nothing in this
4 Paragraph 2.4.10 shall be construed to extend the Notice Response Deadline for any Class
5 Member. To the extent that by the date that is fifteen (15) days before the Notice Response
6 Deadline, Qualifying California Settlement Claim Certification Forms have been received with
7 respect to fewer than fifty (50%) of the Qualifying California Work Weeks, then the Claims
8 Administrator shall provide Class Counsel with a randomly generated list of the names (and only
9 the names) of one hundred (100) Class Members who have, as of that point, not yet filed a Claim
10 Certification Form or other response to the notice, provided if such information is provided, Class
11 Counsel agrees (a) to keep such names confidential and use them only for purposes of the
12 Litigation, *e.g.*, communications to ensure the notice process was effective, and (b) not to initiate
13 contact or communicate with any Class Members while they are at work, *i.e.*, initiate contact with
14 them through a physical Yelp office address or a Yelp email account.

15 2.5 *Responses to the California Notice and National Notice; Motion for*
16 *Final Approval.*

17 2.5.1 California Class Members may elect to “opt out” of the California
18 Settlement Class and thus exclude themselves from the California Settlement Class. California
19 Class Members who wish to exercise this option must mail to the Claims Administrator a timely
20 written request Opt Out. If an Opt Out is not received by the Claims Administrator from a
21 California Class Member postmarked on or before the Notice Response Deadline, then that
22 California Class Member will be deemed to have forever waived his or her right to opt out of the
23 California Settlement. California Class Members who do not properly submit Opt Outs shall be
24 deemed Members of the California Settlement Class. California Class Members who do properly
25 submit Opt Outs and become Non-Settlement Class Members shall have no further role in the
26 Litigation, and for all purposes they shall be regarded as if they never were parties to this
27 Litigation.
28

1 2.5.2 National Class Members shall be excluded from the National
2 Settlement Class unless they elect to “opt in” to the National Settlement Class. National Class
3 Members who wish to exercise this option, *i.e.*, wish to opt in, can do so by timely and fully
4 completing, executing, and mailing, per the instructions therein, the form entitled “National Opt
5 In and Settlement Claim Certification Form” attached to the National Notice as Form B. Only
6 Participating National Class Members shall be deemed National Settlement Class Members, and
7 they shall be deemed to have opted into the case for purposes of the FLSA and Portal to Portal
8 Act, and they shall be the only National Class Members subject to the Judgment. Only those
9 National Settlement Class Members who submit Qualifying National Opt In and Claim Forms
10 shall be deemed National Participating Claimants, and they shall be the only National Class
11 Members entitled to receive payment pursuant to the settlement. It is agreed and understood that
12 if all National Class Members submit Qualifying National Opt In and Claim Forms to become
13 National Settlement Class Members and National Participating Claimants, Yelp will pay the
14 Maximum Settlement Portion for Payments to National Participating Claimants to all National
15 Participating Claimants, subject to adjustment for Payroll Taxes, but if fewer than one hundred
16 percent (100%) of National Class Members become National Settlement Class Members and
17 National Participating Claimants, then Yelp will pay less than the Maximum Settlement Portion
18 for Payments to National Participating Claimants to all National Participating Claimants.
19 National Class Members who do not submit National Opt In and Claim Forms shall be excluded
20 from the National Settlement Class, shall be deemed to have forever waived their rights to be
21 National Participating Claimants and to receive payment under this settlement, shall have no
22 further role in the Litigation, and for all purposes shall be regarded as if they never were parties to
23 this Litigation.

24 2.5.3 California Class Members who have not filed a valid Opt Out may seek
25 to become California Participating Claimants. California Class Members who wish to exercise
26 this option and certify their entitlement to payment under the settlement must fully complete,
27 execute, and mail, per the instructions therein, the form entitled “California Settlement Claim
28 Certification Form” attached to the California Notice as Form B. If a Qualifying California

1 Settlement Claim Certification Form is not received by the Claims Administrator from a
2 California Class Member postmarked on or before the Notice Response Deadline, then that
3 California Class Member will be deemed to have forever waived his or her right to be a California
4 Participating Claimant and receive payment under this settlement. As long as they do not
5 properly submit Opt Outs, California Class Members who do not submit Qualifying California
6 Settlement Claim Certification Forms in a timely and proper fashion shall be deemed Members of
7 the California Settlement Class and shall be subject to the Judgment. Only California
8 Participating Claimants shall be entitled to payment pursuant to the Judgment. It is agreed and
9 understood that if all California Class Members become California Participating Claimants, then
10 Yelp will pay the Maximum Settlement Portion for Payments to California Participating
11 Claimants to all California Participating Claimants, subject to adjustment for Payroll Taxes, but if
12 fewer than one hundred percent (100%) of California Class Members become California
13 Participating Claimants, then Yelp will pay less than the Maximum Settlement Portion for
14 Payments to California Participating Claimants to the California Participating Claimants.

15 2.5.4 California Class Members who have not filed a valid Opt Out and
16 National Class Members have the option to participate in this Litigation at their own expense by
17 obtaining their own attorney(s). California Class Members and National Class Members who
18 choose this option will be responsible for any attorney fees or costs incurred as a result of this
19 election. The California Notice and the National Notice will advise California Class Members
20 and National Class Members of this option.

21 2.5.5 California Class Members who have not filed a valid Opt Out and all
22 National Class Members may object to the Stipulation by submitting written objections to Class
23 Counsel (either directly or via the Claims Administrator) no later than the Notice Response
24 Deadline. The California Notice and the National Notice shall advise California Class Members
25 and National Class Members of this option. Class Counsel shall immediately provide any such
26 objections to Yelp and subsequently the Court during the final approval process. The Settling
27 Parties agree to respond to any objections at a hearing before the Court. California Class
28 Members who have not filed a valid Opt Out and all National Class Members may object to Class

1 Counsel's request for attorneys' fees within ten (10) days of Class Counsel's motion for such
2 fees.

3 2.5.6 To the extent that a California Class Member or National Class
4 Member timely submits an incomplete California Claim Form or National Opt In and Claim Form
5 (*i.e.*, not all spaces have been completed), the Claims Administrator shall send that person a "cure
6 letter" advising him or her of the deficiency and giving him or her the opportunity to correct the
7 deficiency no later than the Notice Response Deadline or fifteen (15) days after the cure letter is
8 sent, whichever is later, provided this paragraph shall in no way extend the Notice Response
9 Deadline for any California Class Members or National Class Members to whom a cure letter is
10 not sent. If no response to this cure letter is received, the Settlement Parties shall meet and confer
11 to determine if the original California Claim Form or National Opt In and Claim Form was indeed
12 deficient, and the submission of an incomplete California Claim Form or National Opt In and
13 Claim Form will create a presumption that the Class Member intended to become a Participating
14 Claimant. To the extent that a California Class Member timely submits both an Opt Out and a
15 Qualifying California Claim Form (*i.e.*, contradictory forms), the Claims Administrator shall send
16 that person a "cure letter" advising him or her of the contradiction and giving him or her the
17 opportunity to select which form should be deemed submitted, and if no response is received, the
18 California Class Member shall be deemed a California Participating Claimant.

19 2.5.7 California Class Members and National Class Members who, for future
20 reference and mailings from the Court or Claims Administrator, if any, wish to change the name
21 or address listed on the envelope in which the California Notice or National Notice was first
22 mailed to them, must either (a) add their new address information to a timely submitted Opt Out,
23 California Claim Form, or National Opt In and Claim Form; or (b) fully complete, execute, and
24 mail, per the instructions therein, the form entitled "Change of Name or Address Information"
25 attached to both the California Notice and the National Notice as Form A. All name or address
26 change requests must be postmarked or received on or before the Notice Response Deadline. To
27 the extent that a California Class Member or National Class Members requests a replacement
28

1 California or National Notice or associated forms prior to the Notice Response Deadline, the
2 Claims Administrator shall provide them.

3 2.5.8 Prior to the Settlement Hearing and consistent with the rules imposed
4 by the Court, the Class Representatives and Yelp shall jointly move the Court for entry of the
5 Order of Final Approval (and the associated entry of Judgment). Through this motion, the
6 Settling Parties shall advise the Court of the agreements in Paragraphs 2.8.1, 2.8.2, and 2.8.3 of
7 this Stipulation. The Class Representatives and Class Counsel shall be responsible for justifying
8 the agreed upon payments set forth in Paragraphs 2.8.1, 2.8.2, and 2.8.3 of this Stipulation. To
9 the extent possible, the motion seeking entry of the Order of Final Approval shall be noticed for
10 the same day as the Settlement Hearing. The Settling Parties shall make all reasonable efforts to
11 secure entry of the Order of Final Approval. If the Court rejects the Stipulation, or fails to
12 approve enter the Order of Final Approval, or enter the Judgment, this Stipulation shall be void
13 *ab initio*, and Yelp shall have no obligations to make any payments under the Stipulation. In the
14 event that the Stipulation becomes void for this or any other reason, Yelp retains all rights to
15 challenge all claims and allegations in the Litigation upon all procedural and factual grounds,
16 including without limitation the ability to challenge class or collective action treatment on any
17 grounds or assert any and all defenses or privileges.

18 2.6 *Timing of Payment to Claimants.*

19 2.6.1 Within thirty (30) days of, and only after, the Effective Date, Yelp,
20 through the Claims Administrator, shall pay to each California Participating Claimant his or her
21 relevant California Settlement Sum and shall pay through the Claims Administrator to each
22 National Participating Claimant his or her relevant National Settlement Sum.

23 2.6.2 In accordance with the terms of Paragraphs 2.1.1 and 2.1.2, Yelp,
24 through the Claims Administrator, shall issue to each California Participating Claimant and
25 National Participating Claimant one check (or more if necessary for administrative convenience)
26 payable to that Claimant from an account administered by the Claims Administrator but funded
27 by Yelp for the gross amount of his or her California Settlement Sum or National Settlement
28 Sum, less relevant withholdings. Yelp, through the Claims Administrator, shall mail this check(s)

1 to each California Participating Claimant and National Participating Claimant at his or her Last
2 Known Address, or Updated Address if obtained, on or before the date which is thirty (30) days
3 after the Effective Date. Checks issued to California Participating Claimants and National
4 Participating Claimants pursuant to this Agreement shall remain negotiable for a period of at least
5 ninety (90) days from the date of mailing. If a check has not been cashed within sixty (60) days
6 of issuance, the Claims Administrator shall send the Class Member in question a postcard
7 reminder about the deadline for cashing the check and information on how to request a
8 replacement check. The funds associated with any checks that are not properly or timely
9 negotiated shall revert to Yelp, which shall then, within thirty (30) days, donate such funds to the
10 Volunteer Legal Services Program of the Bar Association of San Francisco. The Settling Parties
11 hereby agree that such funds represent settlement payments for matters disputed in good faith, not
12 uncontested wage payments, and they shall not be subject to escheat rules, *cy pres*, or other
13 distribution not provided for in this Stipulation. California Participating Claimants and National
14 Participating Claimants who fail to negotiate their settlement checks in a timely fashion shall
15 remain subject to the terms of the Judgment.

16 2.6.3 Following the mailing of the payments pursuant to Paragraph 2.6.2, the
17 Claims Administrator shall provide counsel for the Settling Parties with a written confirmation
18 that such payments have been made. Upon receipt of this confirmation, Class Counsel will file a
19 notice or acknowledgement of satisfaction of judgment with the Court in the Litigation on behalf
20 of the Class Representatives and the California Settlement Class and National Settlement Class.

21 2.7 *Releases and Dismissals.*

22 2.7.1 Upon the Effective Date, Class Representatives Larkin, Tijerino, and
23 Deanes and each of the California Settlement Class Members shall be deemed to have, and by
24 operation of the Judgment shall have, fully, finally, and forever released, dismissed with
25 prejudice, relinquished, and discharged all California Released Claims. Upon the Effective Date,
26 the Class Representatives and each of the National Settlement Class Members shall be deemed to
27 have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed
28 with prejudice, relinquished, and discharged all National Released Claims.

1 2.7.2 This settlement shall result in the release by the California Settlement
2 Class Members of all California Released Claims under the California Private Attorneys General
3 Act of 2004 (“PAGA”), codified at California Labor Code section 2698 et seq. The Settling
4 Parties agree that Yelp’s payment of \$7,500 to the California Labor Workforce Development
5 Agency (as part of the Maximum Settlement Amount) to settle these claims is appropriate and
6 proper consideration. As part of this settlement, and subject to Court approval, Yelp will pay
7 through the Claims Administrator \$7,500 out of the Maximum Settlement Amount to the
8 California Labor and Workforce Development Agency. It is the intent of the Settling Parties to
9 have the Released Claims include PAGA claims.

10 2.8 *Payment of Costs, Attorney Fees and Class Representatives*
11 *Enhancements.*

12 2.8.1 Class Counsel shall be entitled, subject to Court approval and the
13 occurrence of the Effective Date, to an award of reasonable attorney fees and litigation costs and
14 associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Class
15 Counsel may collectively seek a gross amount up to, but not to exceed, \$312,500 for all attorney
16 fees, and a gross amount up to, but not to exceed, \$10,000 for all allowable litigation costs and
17 associated expenses. The Class Representatives and Class Counsel agree that they shall be
18 responsible for justifying their requested fee, cost, and expense awards to the Court, and they
19 agree to submit the necessary materials to justify the requested award along with the Settling
20 Parties’ joint motion for final approval of the Stipulation pursuant to Paragraph 2.5.8. Yelp
21 agrees not to oppose any submission regarding, or request for approval of, an award of attorney
22 fees, costs, and expenses, provided that it is consistent with this Paragraph 2.8.1 of this
23 Stipulation and, in particular, provided that Yelp not be required to pay any more than \$322,500
24 in total to all Class Counsel for all attorney fees, costs, and expenses combined. In the event that
25 the Court (or appellate court) awards less than the \$312,500 maximum gross amount for attorney
26 fees, only the awarded amounts shall be paid and shall constitute full satisfaction of any claims
27 for attorney fees in this Litigation, and any remaining or unawarded portion of the maximum
28 gross amount for attorney fees shall be allocated two-thirds to the Maximum Settlement Portion

1 for Payments to California Participating Claimants and one-third to the Maximum Settlement
2 Portion for Payments to National Participating Claimants. In the event that the Court (or
3 appellate court) awards less than the \$10,000 maximum gross amount for litigation costs and
4 associated expenses, only the awarded amounts shall be paid and any remaining or unawarded
5 portion of the maximum gross amount for litigation costs and associated expenses shall be
6 allocated two-thirds to the Maximum Settlement Portion for Payments to California Participating
7 Claimants and one-third to the Maximum Settlement Portion for Payments to National
8 Participating Claimants. If the Effective Date occurs, no more than fourteen (14) days after the
9 Effective Date, Yelp shall make payment of any attorney fees, costs, and expenses awarded by
10 the Court pursuant to this Paragraph 2.8.1 to Class Counsel directly, and prior to Yelp making
11 this payment, Class Counsel shall provide counsel for Yelp with the pertinent taxpayer
12 identification numbers for the payees and Form(s) W-9. Other than any reporting of this fee
13 payment as required by this Stipulation or law, which Yelp shall make, Class Counsel and the
14 Class Representatives shall alone be responsible for the reporting and payment of any federal,
15 state and/or local income or other form of tax on any payment made pursuant to this paragraph.
16 Payments awarded and made pursuant to this paragraph shall constitute full satisfaction of any
17 claim for attorney fees, costs, or expenses incurred in this Litigation, and the Class
18 Representatives and Class Counsel, on behalf of themselves and all California Settlement Class
19 Members and National Settlement Class Members, agree that they shall neither seek nor be
20 entitled to any additional attorney fees, costs, or expenses under any theory, nor shall they seek
21 amounts in excess of those specified herein. Other than as provided in this Paragraph 2.8.1 for
22 the limited purpose discussed herein, no party shall be deemed the prevailing party for any other
23 purposes of the Litigation.

24 2.8.2 Provided that the Effective Date occurs, and following and within
25 fourteen (14) days of the execution of the general releases discussed below, Yelp will forward a
26 check payable to Justin Larkin, in his personal capacity only and via his counsel of record, in the
27 gross amount of five thousand United States dollars (\$5,000); will forward a check payable to
28 Anthony Tijerino, in his personal capacity only and via his counsel of record, in the gross amount

1 of five thousand United States dollars (\$5,000); and will forward a check payable to Ahmad
2 Deanes, in his personal capacity only and via his counsel of record, in the gross amount of five
3 thousand United States dollars (\$5,000). These payments shall be the total compensation and
4 consideration for: (i) Justin Larkin's, Anthony Tijerino's, and Ahmad Deanes's efforts as the
5 Class Representatives in the Litigation; and (ii) their execution of a full, general release to the
6 benefit of Yelp. The full and general release that Justin Larkin, Anthony Tijerino, and Ahmad
7 Deanes shall execute to obtain payment pursuant to this Paragraph 2.8.2 shall be executed
8 immediately following the Effective Date, and through it, Justin Larkin, Anthony Tijerino, and
9 Ahmad Deanes (and not on behalf of the California Class or National Class or any members of
10 those classes) shall release, acquit, and discharge Yelp from any and all claims, demands, claims
11 for costs and attorney fees, or causes of action of any kind whatsoever (upon any legal or
12 equitable theory whether contractual, common law, statutory, Federal, State or otherwise),
13 whether known or unknown, that arose, accrued or took place at any time on or prior to the date
14 on which the full and general release is executed, including without limitation all claims pled in
15 the Litigation, which will also be dismissed with prejudice per the Judgment. Through the full
16 and general release discussed in this Paragraph 2.8.2, Justin Larkin, Anthony Tijerino, and
17 Ahmad Deanes will expressly waive the benefit of Section 1542 of the California Civil Code, and
18 will agree and represent that he has not assigned or in any way conveyed, transferred or
19 encumbered all or any portion of the claims or rights otherwise released. If either Justin Larkin,
20 Anthony Tijerino, and Ahmad Deanes do not execute the full and general release discussed in this
21 Paragraph 2.8.2, with all of the specific terms required herein, Yelp shall not be required to make
22 any payment whatsoever to the person who does not execute the full and general release pursuant
23 to this Paragraph 2.8.2. These enhancement awards of \$5,000 are separate from payment of
24 whatever California Settlement Sum and National Settlement Sum to which Justin Larkin,
25 Anthony Tijerino, and Ahmad Deanes are entitled to under this Stipulation. Justin Larkin and
26 Anthony Tijerino shall be deemed California Participating Claimants and Ahmad Deanes shall be
27 deemed a National Participating Claimant such that they will not be sent Class Notices. The full
28 and general release discussed in this paragraph shall not extinguish or alter the obligations of

1 Yelp to the California Class Members or National Class Members under any other paragraph of
2 this agreement. In the event that the Court (or appellate court) awards less than the \$5,000
3 enhancement award to either Justin Larkin, Anthony Tijerino, or Ahmad Deanes in consideration
4 for a general release and as a Class Representatives enhancement award, the un-awarded portion
5 of any \$5,000 enhancement award shall be allocated two-thirds to the Maximum Settlement
6 Portion for Payments to California Participating Claimants and one-third to the Maximum
7 Settlement Portion for Payments to National Participating Claimants.

8 2.8.3 Unless otherwise expressly provided, Yelp shall have no responsibility
9 for, and no liability whatsoever with respect to, the allocation among Justin Larkin, Anthony
10 Tijerino, Ahmad Deanes, Class Counsel, and/or any other Person who may assert some claim
11 thereto, of any award or payment issued or made in the Litigation or pursuant to this Stipulation,
12 including, but not limited to, any award or payment made pursuant to Paragraph 2.8.1. or 2.8.2.

13 2.9 *Claims Administrator.*

14 2.9.1 All fees and expenses reasonably incurred by the Claims Administrator
15 as a result of procedures and processes expressly required by this Stipulation shall be paid by
16 Yelp and taken from the Maximum Settlement Amount. The Class Representatives and Class
17 Counsel shall have no responsibility for such fees or expenses, whether or not the Effective Date
18 occurs. The total amount charged by the Claims Administrator shall not exceed \$25,000.

19 2.9.2 The actions of the Claims Administrator shall be governed by the terms
20 of this Stipulation. The Settling Parties shall work cooperatively to ensure that the Claims
21 Administrator receives information necessary to carrying out its responsibilities. The Claims
22 Administrator shall, on a reasonable basis, keep Class Counsel and Yelp's Counsel apprised of its
23 progress, its efforts, and of the response from Class Members and of any other communications
24 received by members of the Class, concerning the settlement. The Claims Administrator shall
25 provide the Court, at least ten (10) days prior to the Final Approval Hearing, a declaration of due
26 diligence and proof of mailing with respect to (i) the mailing of the California Notice and Claim
27 Form, and National Notice and Opt-In Form, (ii) attempts to locate Class members, and (iii) the
28 number of Class Members for whom the Notices were undeliverable.

1 2.9.3 In the event that any of the Settling Parties take the position that the
2 Claims Administrator is not acting in accordance with the terms of the Stipulation, that party's
3 counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such
4 issue with the Claims Administrator or the Court.

5 2.10 *Termination or Voidance of Settlement or Stipulation*

6 2.10.1 In the event that the Stipulation is not substantially approved by the
7 Court or the settlement set forth in the Stipulation is terminated, cancelled, declared void or fails
8 to become effective in accordance with its terms, or if the Judgment does not become Final, or to
9 the extent termination, cancellation or voiding of the Stipulation occurs as otherwise provided in
10 this Stipulation or for any other lawful or permissible reason, the Settling Parties shall resume the
11 Litigation at that time as if no Stipulation had been entered, with each of the Settling Parties
12 bearing their own costs and fees with regard to the efforts to obtain Court approval, and no
13 payments whatsoever being made by Yelp to anyone in accordance with the terms of this
14 Stipulation, except that Yelp will be responsible for any reasonable costs incurred by the Claims
15 Administrator to the point the Stipulation is deemed void. In such event, any Judgment or order
16 entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated
17 *nunc pro tunc*, and the Stipulation shall have no further force and effect with respect to the
18 Settling Parties, and shall not be used in this Litigation or in any other proceeding for any
19 purpose, including in relation to issues of class or collective action certification. Specifically, the
20 Class Representatives and Class Counsel agree not to argue or present any argument, and hereby
21 waive any argument, that this Stipulation precludes Yelp from contesting class or collective
22 action certification on any grounds if this Litigation were to proceed; this Stipulation shall not be
23 deemed an admission by, or ground for estoppel against, Yelp that class or collective action
24 certification in the Litigation is proper or cannot be contested on any grounds. The terms,
25 negotiation, and entry of this Stipulation and the settlement shall remain subject to Federal Rule
26 of Evidence 408 and California Evidence Code sections 1119 and 1152, regardless of if this
27 Stipulation or the settlement are terminated, cancelled, or declared void.

1 2.10.2 If the Court changes the dates of hearings provided for in this
2 Stipulation by fewer than three (3) months, this shall not be deemed a substantial change
3 necessitating termination of the settlement, providing that the Settling Parties agree to move other
4 dates and deadlines in the Stipulation accordingly.

5 2.10.3 In the event that more than ten percent (10%) of California Class
6 Members opt out of the California Settlement Class by submitting Opt Outs pursuant to
7 Paragraph 2.5.1, Yelp shall have the right (but shall not be required) to terminate and void this
8 settlement and Stipulation.

9 2.10.4 Notwithstanding any other provision of this Stipulation, no order of the
10 Court or modification or reversal on appeal of any order of the Court concerning the amount or
11 allocation of any attorney fee or litigation cost or expense awards or class representative
12 enhancement award to be paid by Yelp shall constitute grounds for cancellation or termination of
13 the Stipulation or grounds for limiting any other provision of the Judgment, provided that Yelp
14 shall never be required to pay in excess of the total gross amounts for attorney fees and litigation
15 costs and expenses and enhancements awards specified in Paragraphs 2.8.1 and 2.8.2. It is further
16 agreed that no order of the Court, including any order concerning attorney fees, may alter the
17 California Settlement Sum Variable or the National Settlement Sum Variable, or otherwise
18 increase any of the specific figures set forth in the Maximum Settlement Amount.

19 2.10.5 Any finding that California Code of Civil Procedure section 384
20 applies to this Stipulation to require payment by Yelp to any third parties is grounds for Yelp to
21 void the settlement.

22 2.10.6 Unless otherwise ordered by the Court, in the event the Stipulation
23 shall be terminated, cancelled, or declared void, or fails to become effective in accordance with
24 its terms, or if the Judgment is reversed on appeal, within thirty (30) days after written
25 notification of such event, Yelp and Class Counsel shall notify each other of this event in writing.

26 2.11 *Miscellaneous Provisions.*

27 2.11.1 No Person shall have any claim against Class Counsel, the Claims
28 Administrator, or counsel for Yelp based on the payments made or other actions taken

1 substantially in accordance with the Stipulation and the settlement contained therein or further
2 orders of the Court.

3 2.11.2 The Settling Parties (a) acknowledge that it is their intent to
4 consummate this agreement; and (b) agree to exercise their best efforts to obtain Court approval,
5 secure the effectiveness of the Judgment, and implement all terms and conditions of the
6 Stipulation.

7 2.11.3 The Stipulation compromises claims which are contested in good faith,
8 and it shall not be deemed an admission by any of the Settling Parties as to the merits of any
9 claim or defense. The Settling Parties agree that the amounts paid in settlement and the other
10 terms of the settlement were negotiated at arms-length and in good faith by the Settling Parties,
11 and reflect a settlement that was reached voluntarily after consultation with competent legal
12 counsel.

13 2.11.4 The Settling Parties agree that the Notice Response Deadline shall not
14 be extended, and no untimely submissions or claims will be honored, under any circumstances,
15 unless, and only unless, a California Class Member or National Class Member can sufficiently
16 demonstrate that his or her failure to respond to the pertinent California or National Notice was
17 the product of proven good cause, such as the fact that he or she was legally incompetent during
18 the notice response period, *i.e.*, he or she was incarcerated or hospitalized, or her or she was away
19 from his or her address for the entire notice period due to travel or a residence move; provided,
20 however, no untimely submissions or claims will be honored for any reason or under any
21 circumstances if they are not received by the Claims Administrator or Class Counsel prior to the
22 Settlement Hearing Motion Date. If there are disputes about whether a Class Member has proven
23 good cause to make an untimely submission, the Settling Parties shall meet and confer and
24 attempt to resolve the issue prior to raising it with the Court. The Settling Parties agree that the
25 establishment and enforcement of the Notice Response Deadline is valuable consideration to
26 Yelp, and the finality provided thereby is a material aspect of this agreement. Any ruling to the
27 contrary by the Court or any ruling allowing the filing of any responses to the California Notice
28

1 or the National Notice following the Notice Response Deadline shall be grounds for Yelp to void
2 the Stipulation.

3 2.11.5 Neither the Stipulation nor the settlement, nor any act performed or
4 document executed pursuant to, or in furtherance of, the Stipulation or the settlement: (a) is or
5 may be deemed to be or may be used as an admission of, or evidence of, the validity of any
6 Released Claim, or of any wrongdoing or liability of Yelp; or (b) is or may be deemed to be or
7 may be used as an admission of, or evidence of, any fault or omission of Yelp, in any civil,
8 criminal or administrative proceeding in any court, administrative agency, or other tribunal.

9 2.11.6 All of the exhibits to the Stipulation are material and integral parts
10 hereof and are fully incorporated herein by this reference.

11 2.11.7 The Stipulation may be amended or modified only by a written
12 instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13 2.11.8 The Stipulation constitutes the entire agreement among the Settling
14 Parties hereto and no representations, warranties, or inducements have been made to any party
15 concerning the Stipulation or its exhibits other than the representations, warranties, and covenants
16 contained and memorialized in such documents. Except as otherwise provided herein, each party
17 shall bear its own costs.

18 2.11.9 Class Counsel are expressly authorized by the Class Representatives to
19 take all appropriate action required or permitted to be taken by the California Class and National
20 Class pursuant to the Stipulation to effect its terms, and also are expressly authorized to enter into
21 any modifications or amendments to, or documents or pleadings filed in support of, the
22 Stipulation on behalf of the California Class and National Class which they deem appropriate.

23 2.11.10 Each counsel or other Person executing the Stipulation or any of its
24 exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do
25 so.

26 2.11.11 The Stipulation may be executed in one or more counterparts by email
27 or facsimile. All executed counterparts and each of them shall be deemed to be one and the same
28 instrument. A complete set of original executed counterparts shall be filed with the Court.

1 2.11.12 The Stipulation shall be binding upon, and inure to the benefit of, the
2 successors and assigns of the parties hereto; but this Stipulation is not designed to and does not
3 create any third party beneficiaries.

4 2.11.13 The Court shall retain jurisdiction with respect to implementation and
5 enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the
6 Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

7 2.11.14 The Stipulation and the exhibits hereto shall be considered to have been
8 negotiated, executed, and delivered, and to have been wholly performed, in the State of
9 California, and the rights and obligations of the parties to the Stipulation shall be construed and
10 enforced in accordance with, and governed by, the internal, substantive laws of the State of
11 California without giving effect to that State's choice of law principles.

12 2.11.15 The language of all parts of this Stipulation shall in all cases be
13 construed as a whole, according to its fair meaning, and not strictly for or against either party. No
14 party shall be deemed the drafter of this Stipulation. The parties acknowledge that the terms of
15 the Stipulation are contractual and are the product of negotiations between the parties and their
16 counsel. Each party and their counsel cooperated in the drafting and preparation of the
17 Stipulation. In any construction to be made of the Stipulation, the Stipulation shall not be
18 construed against any party and the canon of contract interpretation set forth in California Civil
19 Code § 1654 and other similar statutory provisions shall not be applied.

20 2.11.16 Yelp will not actively discourage Class Members or Class Member
21 from becoming Participating Claimants nor will it retaliate against California Class Members or
22 National Class Members for any actions taken or not taken with respect to this settlement. Yelp
23 will not sue the Class Representatives for filing the complaint in this Litigation, and in response
24 to any inquiry concerning the Class Representatives from a prospective employer to Yelp's
25 Human Resources Department, Yelp will provide a neutral statement regarding the Class
26 Representatives, *i.e.*, it will provide only their dates of employment and job title.

27 2.11.17 Yelp will not assert any claims against Class Counsel for their conduct
28 in connection with the Litigation, and Yelp acknowledges that Class Counsel, and Class Counsel

1 acknowledge that Yelp's counsel, have complied with the requirements of Rule 11 of the Federal
2 Rules of Civil Procedure to this point in the Litigation.

3 2.11.18 At no time shall the Claims Administrator or Yelp be requested or
4 required to provide Class Counsel or the Class Representatives with the Social Security Number,
5 Last Known Address, or other contact information of California Class Members and National
6 Class Members.

7 2.11.19 The Settling Parties agree to take all reasonable steps to comply with
8 the requirements of the Class Action Fairness Act of 2005, including the notice requirements. It
9 is the intent of the parties that the Judgment be binding on all California Settlement Class
10 Members and National Settlement Class Members. No more than ten (10) days after this
11 Stipulation and the joint motion for preliminary approval of this Stipulation is filed with the
12 Court, Yelp, itself or through the Claims Administrator, shall provide notice of this Stipulation as
13 set forth below to the Attorney General of the United States, the Attorney Generals of each state
14 in which Yelp employed Class Members, the California Department of Industrial Relations and
15 the California Labor and Workforce Development Agency, and any other entities or agencies that
16 Yelp deems appropriate. Said notice shall be mailed, can be in an electronic or disc format, and
17 shall include to the extent then available and feasible: (1) the current complaint in the Litigation;
18 (2) the notice of motion and motion for preliminary approval of the settlement, which shall
19 include the proposed final approval hearing date and shall confirm that there are no additional
20 agreements among the Settling Parties not reflected in the Stipulation; (3) the California Notice
21 and the National Notice; (4) this Stipulation, which shall include the proposed Judgment; (5) the
22 names of each California Class Member and his or her projected number of Qualifying California
23 Work Weeks; and (6) the names of each National Class Member and his or her projected number
24 of Qualifying National Work Weeks. The Settling Parties agree that this notice shall be sufficient
25 to satisfy the terms of 28 U.S.C. § 1715, and that subject to the occurrence of the Effective Date,
26 this Stipulation and the associated Judgment shall be binding on all California Settlement Class
27 Members and National Settlement Class Members.

1 2.11.20 The parties to this agreement recognize and acknowledge that at the
2 time of the execution of this Stipulation, there are issues of law that may be unresolved which
3 could impact the claims at issue in the Litigation absent this Stipulation. The parties further
4 recognize that they are reaching this settlement in light of the risks created by these and all other
5 issues of unsettled law, and that all parties will take all efforts to enforce this Stipulation and
6 obtain Court approval for this settlement regardless of any subsequent legal developments. The
7 Settling Parties and Class Counsel agree that the proposed classes are receiving benefit from this
8 settlement by obtaining a settlement (and associated consideration) prior to such possible
9 developments, and the Settling Parties and their counsel agree not to argue otherwise or seek to
10 void this settlement or prevent court approval on the basis of any subsequent precedent.

11 2.11.21 Prior to the parties' joint submission of this Stipulation and settlement
12 agreement for preliminary approval by the Court, neither the Class Representatives nor Class
13 Counsel shall communicate any terms of this settlement to any third parties. Following the
14 submission for preliminary approval and thereafter, Class Representatives and Class Counsel
15 shall not publicize the settlement in this action or the terms thereof via (a) press releases; (b)
16 Internet postings except for simply posting publicly filed court documents; or (c) any form of
17 communications with the media. This shall not prohibit Class Counsel from (1) discussing this
18 case or any aspect of this settlement with the Class Representatives, any California Class Member
19 or National Class Member (absent or otherwise) in this case, or any court or opposing counsel; (2)
20 disclosing their mere status as counsel in the case; or (3) posting on Class Counsel's websites the
21 mere fact of a pending settlement and the relevant court documents.

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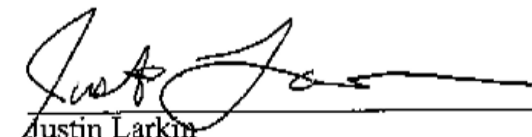
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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Dated: 4/18/12


Justin Larkin
Class Representatives and Plaintiff

Dated:

Anthony Tijerino
Class Representatives and Plaintiff

Dated:

Ahmad Deanes
Class Representatives and Plaintiff

Dated:

Laurence Wilson, General Counsel
for Yelp! Inc.

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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

Dated:

Dated:

4/24/12

Justin Larkin
Class Representatives and Plaintiff


Anthony Tijerino
Class Representatives and Plaintiff

Dated:

Ahmad Deanes
Class Representatives and Plaintiff

Dated:

Laurence Wilson, General Counsel
for Yelp! Inc.

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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed.

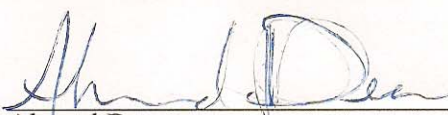
Dated:

Justin Larkin
Class Representatives and Plaintiff

Dated:

Anthony Tijerino
Class Representatives and Plaintiff

Dated:



Ahmad Deanes
Class Representatives and Plaintiff

Dated:

Laurence Wilson, General Counsel
for Yelp! Inc.

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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be
executed.

Dated:

Justin Larkin
Class Representatives and Plaintiff

Dated:

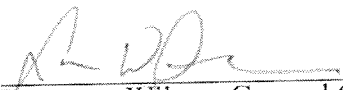
Anthony Tijerino
Class Representatives and Plaintiff

Dated:

Ahmad Deanes
Class Representatives and Plaintiff

Dated:

4/16/12



Laurence Wilson, General Counsel
for Yelp! Inc.

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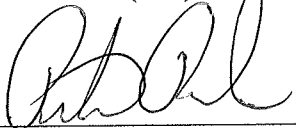
Approved as to form:

RUKIN HYLAND DORIA & TINDALL LLP

ROSA VIGIL-GALLENBERG (SBN 251872)
GALLENBERG PC
9701 Wilshire Blvd., Suite 1000
Beverly Hills, CA 90212
Telephone: (310) 295-1654
Facsimile: (310) 733-5654
Email: rosa@gallenberglaw.com

Dated: 4/25/12

Ian McLoughlin (*pro hac vice* application to be filed)
Tom Urmay (*pro hac vice* application to be filed)
SHAPIRO HABER & URMAY LLP
53 State Street, 13th Floor
Boston, MA 02109
Telephone: (617) 439-3939
Facsimile: (617) 439-0134

By: 
Peter Rukin
Class Counsel and Counsel to Plaintiffs Justin Larkin,
Anthony Tijerino, and Ahmad Deanes

MUNGER, TOLLES & OLSON LLP

Dated: 4/19/12

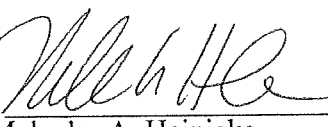
By: 
Malcolm A. Heinicke
Counsel for Defendant Yelp! Inc.

EXHIBIT 1

1 PETER RUKIN (SBN 178336)
RUKIN HYLAND DORIA & TINDALL LLP
2 100 Pine Street, Suite 2150
San Francisco, CA 94111
3 Telephone: (415) 421-1800
Facsimile: (415) 421-1700
4 E-mail: peterrukin@rhdtdlaw.com

5 Attorneys for Plaintiffs

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Carolyn.Zabrycki@mto.com
8 MUNGER, TOLLES & OLSON LLP
560 Mission Street
9 Twenty-Seventh Floor
San Francisco, CA 94105-2907
10 Telephone: (415) 512-4000
Facsimile: (415) 512-4077

11 Attorneys for Defendant
12 YELP! INC.

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

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

18 Plaintiffs,

19 v.

20 YELP! INC.,

21 Defendant.
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CASE NO. 11-CV-01503 EMC

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL AND
SETTLEMENT HEARING**

Date:

Time:

Courtroom:

Judge: Honorable Edward M. Chen

1 The joint motion of the Settling Parties for an order preliminarily
2 approving a class action and collective action settlement and setting a settlement
3 hearing, came on for hearing on or about [INSERT DATE]. The Court has
4 considered the Stipulation Re: Settlement of Class and Collective Actions (and its
5 exhibits), the submissions of counsel, and all other papers filed in this action. The
6 matter having been submitted and good cause appearing therefore, the Court finds
7 as follows:

8 1. All defined terms contained herein shall have the same
9 meanings as set forth in the Stipulation Re: Settlement of Class and Collective
10 Actions executed by the Settling Parties and filed with this Court (the
11 “Stipulation”);

12 2. The Class Representatives and Yelp, through their counsel of
13 record in the Litigation and per the terms of the Stipulation, have reached an
14 agreement to resolve the Litigation and settle all California Released Claims and
15 National Released Claims;

16 3. The Court conditionally finds that, for the purposes of approving
17 this settlement only and for no other purpose and with no other effect, the proposed
18 California Class meets the requirements for certification under Rule 23 of the
19 Federal Rules of Civil Procedure: (a) the proposed California Class is ascertainable
20 and so numerous that joinder of all members of the class is impracticable; (b) there
21 are questions of law or fact common to the proposed California Class; (c) the
22 claims of the Class Representatives Justin Larkin and Anthony Tijerino (the
23 “California Class Representatives”) are typical of the claims of the members of the
24 proposed California Class; (d) the California Class Representatives will fairly and
25 adequately protect the interests of the proposed California Class Members; (e) a
26 class action is superior to other available methods for an efficient adjudication of
27 this controversy, especially given the settlement context here; and (f) the counsel of
28 record for the California Class Representatives are qualified to serve as counsel for

1 the Class Representatives in their own capacities as well as their representative
2 capacities and for the California Class;

3 4. The Court conditionally finds that, for the purpose of approving
4 this settlement only and for no other purpose and with no other effect, in the context
5 of this Settlement, the proposed California Class and the proposed National Class
6 meet the requirements for certification as a collective action class under 29 U.S.C. §
7 216(b) because a sufficient initial showing has been made that the California Class
8 Members and the National Class Members are similarly situated;

9 5. The moving parties have presented to the Court for review a
10 Stipulation Re: Settlement of Class and Collective Actions. The Stipulation is
11 within the range of reasonableness and meets the requirements for preliminary
12 approval;

13 6. The moving parties have also presented to the Court for review a
14 plan to provide a California Notice to the Members of the proposed California
15 Class which sets out the terms of the settlement and the California Class Members'
16 options including, *inter alia*, their options (i) to opt out of the California Settlement
17 Class, (ii) to remain in the California Settlement Class and elect to be represented
18 by counsel of their choosing, (iii) to object to the terms of the settlement, and/or
19 (iv) to seek to become California Participating Claimants by submitting California
20 Settlement Claim Certification Forms. The California Notice will be mailed to all
21 California Class Members at their Last Known Addresses. The plan regarding
22 California Notices proposed by the Settling Parties is the best practical under the
23 circumstances and satisfies pertinent due process requirements and the requirements
24 of Federal Rule of Civil Procedure 23; and

25 7. The moving parties have also presented to the Court for review a
26 plan to provide a National Notice to the Members of the proposed National Class
27 which sets out the terms of the settlement and the National Class Members' options
28 including, *inter alia*, their options (i) to refrain from acting and thereby exclude

1 themselves from the National Settlement Class, (ii) to opt in to the National
2 Settlement Class, and, if eligible, become National Participating Claimants, (iii) to
3 elect to be represented by counsel of their choosing, and/or (iv) to object to the
4 terms of the settlement. The National Notice will be mailed to all National Class
5 Members at their Last Known Addresses. The plan regarding National Notices
6 proposed by the Settling Parties is the best practical under the circumstances and
7 satisfies pertinent due process requirements.

8 Good cause appearing therefore, IT IS HEREBY ORDERED that:

9 1. Pursuant to Rule 23 of the Federal Rules of Civil Procedure and
10 29 U.S.C. § 216(b), the California Class and National Class are provisionally
11 certified, and the Stipulation of Settlement is preliminarily approved;

12 2. Notice of the proposed settlement, and the rights of California
13 Class Members to opt out of the settlement or become California Participating
14 Claimants, shall be given by mailing of the California Notice by first class mail,
15 postage prepaid, to all California Class Members pursuant to the applicable
16 provisions in the Stipulation. Yelp shall provide the Claims Administrator with the
17 information necessary to conduct this mailing as set forth in the Stipulation;

18 3. Notice of the proposed settlement, and the rights of National
19 Class Members to opt in to the settlement and become National Participating
20 Claimants, if eligible, or refrain from acting and thereby exclude themselves from
21 the settlement, shall be given by mailing of the National Notice by first class mail,
22 postage prepaid, to all National Class Members pursuant to the applicable
23 provisions in the Stipulation. Yelp shall provide the Claims Administrator with the
24 information necessary to conduct this mailing as set forth in the Stipulation

25 4. Yelp has agreed to pay Class Counsel their reasonable attorney
26 fees in this matter in the maximum total combined, gross amount not to exceed
27 \$312,500 as well as certain allowable costs in this matter up to the maximum gross
28 amount of \$10,000, and Yelp has agreed to pay enhancement awards in the total

1 maximum gross amount of \$15,000 (\$5,000 to each Class Representative) to the
2 Class Representatives to reimburse them for their unique services and execution of
3 general releases. The Court preliminarily finds that these agreements are fair and
4 reasonable;

5 5. A hearing shall be held before this Court on [INSERT DATE] at
6 _____m. to consider whether the settlement should be given final approval by the
7 Court:

8 (a) Written objections by California Class Members and National
9 Class Members to the proposed settlement will be considered if received by Class
10 Counsel on or before the Notice Response Deadline. Written objections by
11 California Class Members and National Class Members to Class Counsel's request
12 for attorneys' fees will be considered if a written objection is received by Class
13 Counsel or the Claims Administrator within ten days following Class Counsel's
14 filing of a motion for such fees;

15 (b) At the Settlement Hearing, California Class Members and
16 National Class Members who have filed timely written objections may be heard
17 orally in support of, or in opposition to, the settlement;

18 (c) Class Counsel and counsel for Yelp should be prepared at the
19 hearing to respond to objections filed by California Class Members and National
20 Class Members, if any, and to provide, as appropriate, other information bearing on
21 whether or not the settlement should be approved; and

22 6. In the event that the Effective Date occurs, all California
23 Settlement Class Members will be deemed to have forever released and discharged
24 the California Released Claims, all National Settlement Class Members will be
25 deemed to have forever released and discharged the National Released Claims, and
26 the Litigation will be dismissed with prejudice. In the event that the Effective Date
27 does not occur for any reason whatsoever, the Stipulation shall be deemed null and
28 void and shall have no effect whatsoever.

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7. Prior to the Settlement Hearing, the parties shall file a joint motion for final approval of the settlement, and Class Counsel shall file a motion for an award of attorneys' fees and costs.

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____
The Honorable Edward M. Chen
United States District Judge

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

[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. PLEASE DO NOT CONTACT THE COURT
13 OR YELP REGARDING THIS MATTER.

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

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

20 **I. INTRODUCTION AND SUMMARY**

21 This is to notify you of a lawsuit against Yelp! Inc. (“Yelp”) and the proposed class action
22 settlement of that lawsuit. The lawsuit, entitled *Larkin v. Yelp! Inc.*, Case No. 11-CV-01503
23 EMC, United States District Court for the Northern District of California, concerns the
24 compensation of Account Executives (including all of the positions listed above). You have
25 received this Notice because Yelp’s records suggest that you may be one of the current or former
26 Account Executives employed by Yelp in California during the pertinent period. This Notice
27 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.
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<p>1 You Can Object to the 2 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>4 You Can Request 5 Exclusion From (or “opt 6 out of”) the Settlement</p>	<p>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].</p>
<p>9 You Can Do Nothing 10 and Be Bound By the 11 Terms of the Settlement</p>	<p>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.</p>

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

14 **II. WHAT IS THIS LITIGATION ABOUT?**

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

24 The lawsuit alleges that Yelp misclassified Account Executives as “exempt” employees,
25 *i.e.*, employees who under state and federal laws are exempt from overtime wage requirements,
26 meal and rest period requirements, and other California and federal employment law
27 requirements. The lawsuit also alleges that Yelp failed to comply with various other California
28

1 employment laws and regulations relating to recordkeeping, wage deductions, and the timing of
2 wage payments. The lawsuit is collectively brought on behalf of all current and former Account
3 Executives employed by Yelp in California at any point between March 29, 2007 and December
4 31, 2011, and all people in this group are referred to as the “California Class.”

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

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

15 **III. DESCRIPTION OF THE SETTLEMENT**

16 **A. Summary of Settlement**

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

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

1 been preliminary approved by the Court.

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

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

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

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

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

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

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 settlement payout to class members.

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

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

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

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

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

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

- 20
- 21 (i) You may obtain a Settlement payment by completing and submitting the enclosed Claim
22 Form as detailed below no later than [REDACTED], 2012 (see below for more details).
 - 23 (ii) You may do nothing, but you will remain a member of the California Class and release
24 your claims against Yelp under California’s wage and hour laws without receiving a
25 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

1 still remain in the class but would only receive a Settlement payment if you also complete
2 and submit the enclosed Claim Form (see below for more details).

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

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

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

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

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

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

19
20
21 PETER RUKIN
RUKIN HYLAND DORIA & TINDALL LLP
100 Pine Street, Suite 2150
22 San Francisco, CA 94111

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

26 IAN MCLOUGHLIN
27 TOM URMY
SHAPIRO HABER & URMY LLP
53 State Street, 13th Floor
28 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 B 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 The opt out request must state the Class Member’s full name, address, date of birth, and

1 the dates of employment by Yelp. If a written request to opt out is not received by the Claims
2 Administrator from a California Class Member postmarked on or before [**Notice Response**
3 **Deadline**] then that California Class Member will be deemed to have forever waived his or her
4 right to opt out of the California Settlement.

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

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

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

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

20 An objection to Class Counsel's application for attorneys' fees and costs may be filed,
21 and must be postmarked, no later than ten days following the filing of Class Counsel's motion
22 for an award of attorneys' fees and costs.

23 **VI. RELEASE OF CLAIMS**

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

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 which the California Class was granted additional consideration, which is already part of, and not

1 in addition to, the Maximum Settlement Amount, in the amount of \$7,500, which shall be paid to
2 the California Labor and Workforce Development Agency pursuant to this settlement.)

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

6
7 A general release does not extend to claims which the creditor does not know or suspect to exist
8 in his or her favor at the time of executing the release, which if known by him or her must have
9 materially affected his or her settlement with the debtor.

10 **VII. HEARING ON SETTLEMENT**

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

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

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

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

27 This Notice does not fully describe the action. Members of the public, including but not
28 limited to those whose rights may be affected by this action, may inspect the files (including the

1 full settlement agreement) through the Court Clerk at the following address: Office of the Clerk,
2 United States District Court for the Northern District of California, 450 Golden Gate Avenue,
3 17th Floor, San Francisco, California 94102.

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

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FORM A

FOR

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

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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**

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FORM B

FOR

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

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California Settlement Claim Certification Form

I hereby submit this claim for payment under the settlement:

I confirm that I was employed by Yelp in California at some point between March 29, 2007 and December 31, 2011 as an Account Executive (which includes, 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).

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 claim form, I also 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). By submitting this claim form, I further acknowledge that I understand that by not electing to opt out of this settlement, I will be subject to the judgment, waive the protections of California Civil Code section 1542¹ as set forth in the Notice, and be precluded from pursuing all of the claims, known or unknown, described in the Notice. 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.

Name of Class Member (print):

Address:

City, State and Zip Code:

____ PLEASE CHECK THIS BOX IF THIS IS A NEW ADDRESS

Date: _____

¹ California Civil Code section 1542 provides that “[a] general release does not extend to claims which the creditor 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.”

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Signature: _____

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

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.**

EXHIBIT 3

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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>1 You Can Object to the terms of the Settlement</p> <p>2</p> <p>3</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>4 You Can Do Nothing and You Will Not Release Your Claims</p> <p>5</p> <p>6</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>

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

9 **II. WHAT IS THIS LITIGATION ABOUT?**

10 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
11 Yelp violated certain state and federal employment laws, including the federal Fair Labor
12 Standards Act (“FLSA”), the California Labor Code, the California Industrial Welfare
13 Commission Wage Orders, and the California Business and Professions Code, in connection with
14 the compensation of Account Executives, (including, without limitation, positions with the titles
15 Account Executive, Account Executive Trainee, Associate Account Executive Trainee,
16 Associate Account Executive, Junior Account Executive, Sales Associate, Sales Representative,
17 and Senior Account Executive).

18
19 The lawsuit alleges that Yelp misclassified Account Executives as “exempt” employees,
20 *i.e.*, employees who under state and federal laws are exempt from overtime wage requirements,
21 meal and rest period requirements, and other California and federal employment law
22 requirements. The lawsuit also alleges that Yelp failed to comply with various other California
23 employment laws and regulations relating to recordkeeping, wage deductions, and the timing of
24 wage payments. The lawsuit is collectively brought on behalf of all current and former Account
25 Executives employed by Yelp in the United States of America (including without limitation the
26 District of Columbia) in locations other than California at any point between May 11, 2008 and
27 December 31, 2011, and all people in this group are referred to as the “National Class.”
28

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

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

11 **III. DESCRIPTION OF THE SETTLEMENT**

12 **A. Summary of Settlement**

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

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

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

1 **of related claims.**

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

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

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

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

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

25 If you believe the number of qualifying work weeks listed above in Section III.B is
26 inaccurate, please contact the Settlement Administrator or Class Counsel immediately and
27 provide them with any supporting documentation in support of your view. Remember, however,
28 that the only weeks that qualify are weeks in which you worked in one of the covered positions

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

28 You have received this Notice because Yelp's records suggest that you are currently a

1 member of the conditionally certified National Class. Specifically, these records suggest that you
2 were employed by Yelp as an Account Executive in the United States in a state outside of
3 California during the pertinent period. Current members of the National Class have several
4 options:

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

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

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

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

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

28 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
Tel: (310) 295-1654

1 IAN MCLOUGHLIN
2 TOM URMY
3 SHAPIRO HABER & URMY LLP
4 53 State Street, 13th Floor
5 Boston, MA 02109

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

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

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

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

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

23 National Class Members may elect to not participate in the National Settlement
24 Class and thus exclude themselves from this action and the associated settlement and judgment.
25 **National Class Members who do not opt in to this action will not receive any money from**
26 **this settlement** and would remain free, subject to the statute of limitations and applicable
27 statutory, common law or other restrictions, to bring otherwise viable claims against Yelp for
28 unpaid wages and remedies relating to record-keeping and timing of wage payment requirements.

D. How Do I Object to The Settlement?

If you do not like any terms of the Settlement, you can submit a written objection.

1 Your objection must be in writing and include your full name, address, telephone number,
2 signature and a statement that you object to the Settlement in Larkin v. Yelp! Inc., C.A. No. 11-
3 01503 EMC and the reason(s) for your objection. The objection should be mailed to Peter Rukin
4 at Rukin Hyland Doria & Tindall LLP, 100 Pine Street, Suite 2150, San Francisco, CA 94111,
5 and postmarked no later than [**Notice Response Deadline**].

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

9 An objection to Class Counsel's application for attorneys' fees and costs may be
10 filed, and must be postmarked, no later than ten days following the filing of Class Counsel's
11 motion for an award of attorneys' fees and costs.

12 **VI. RELEASE OF CLAIMS**

13 All Members of the National Class who opt in to the settlement shall be subject to
14 the judgment connected with this action and associated settlement. This means they shall be
15 deemed to have forever released and discharged Yelp and all its past and present affiliates,
16 directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-
17 insurers, shareholders, attorneys, and personal or legal Representatives from any demands, rights,
18 liabilities, and causes of action of every nature and description whatsoever, including without
19 limitation statutory, constitutional, contractual or common law claims, whether known or
20 unknown, whether or not concealed or hidden, whether arising under federal or state law, against
21 Yelp, its affiliates, employees, agents, or any of them, including without limitation claims for
22 wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney
23 fees, litigation costs, restitution, or equitable relief, that accrued through December 31, 2011 as a
24 result of the National Class Member's employment as an Account Executive in any state other
25 than California for Yelp, based on the following categories of claims or allegations: (a) any and
26 all claims for (i) failure to pay wages for work performed in excess of eight hours in a day or
27 forty hours in a week, regular; and/or (ii) failure to pay regular or overtime wages, failure to pay
28 minimum wages, failure to comply with payroll or wage record-keeping or itemization

1 requirements; (b) any and all claims alleging statutory violations arising from the same categories
2 of allegations set forth above in (a), including without limitation claims under the Fair Labor
3 Standards Act (“FLSA”), the Portal to Portal Act, and pertinent state laws; (c) any and all claims
4 for penalties or liquidated damages or other available remedies arising from the categories of
5 allegations set forth above in (a) and (b); and (d) any and all claims for interest, costs, or attorney
6 fees arising from the categories of allegations set forth above in (a) and (b) and (e) to the extent
7 not covered by the above, any and all claims pled in the Litigation.

8 **VII. HEARING ON SETTLEMENT**

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

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

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

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

25 This Notice does not fully describe the action. Members of the public, including
26 but not limited to those whose rights may be affected by this action, may inspect the files
27 (including the full settlement agreement) through the Court Clerk at the following address:
28 Office of the Clerk, United States District Court for the Northern District of California, 450

1 Golden Gate Avenue, 17th Floor, San Francisco, California 94102.

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PLEASE DO NOT CALL OR WRITE THE COURT OR YELP WITH QUESTIONS

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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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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

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THIS FORM MUST BE POSTMARKED BY [NOTICE RESPONSE DEADLINE],

TO CHANGE YOUR ADDRESS

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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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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

Date: _____

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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.

EXHIBIT 4

1 PETER RUKIN (SBN 178336)
RUKIN HYLAND DORIA & TINDALL LLP
2 100 Pine Street, Suite 2150
San Francisco, CA 94111
3 Telephone: (415) 421-1800
Facsimile: (415) 421-1700
4 E-mail: peterrukin@rhdtlaw.com

5 Attorneys for Plaintiffs

6 MALCOLM A. HEINICKE (SBN 194174)
Malcolm.Heinicke@mto.com
7 CAROLYN V. ZABRYCKI (SBN 263541)
Carolyn.Zabrycki@mto.com
8 MUNGER, TOLLES & OLSON LLP
560 Mission Street
9 Twenty-Seventh Floor
San Francisco, CA 94105-2907
10 Telephone: (415) 512-4000
Facsimile: (415) 512-4077

11 Attorneys for Defendant
12 YELP! INC.

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

15
16 JUSTIN LARKIN, ANTHONY TIJERINO,
17 and AHMAD DEANES, on behalf of
themselves and all others similarly situated,

18 Plaintiffs,

19 v.

20 YELP! INC.,

21 Defendant.
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CASE NO. 11-CV-01503 EMC

**[PROPOSED] ORDER DETERMINING
GOOD FAITH AND GRANTING FINAL
APPROVAL OF SETTLEMENT**

Judge: Honorable Edward M. Chen

1 Having considered the Stipulation Re: Settlement of Class and Collective Actions
2 (“Stipulation”) and all other materials properly before the Court, and having conducted an inquiry
3 pursuant to the Federal Rules of Civil Procedure, Rule 23 and 29 U.S.C. § 216(b), the Court finds
4 that the Stipulation was entered by all parties in good faith, and the Stipulation is approved,
5 including an award of attorney fees for Class Counsel in the amount of \$312,500 and allowable
6 litigation costs and expenses of up to \$10,000. The Court will simultaneously, or the Clerk of the
7 Court shall, enter the Judgment provided in the Stipulation. Yelp, itself or through the Claims
8 Administrator, shall deliver the payments to the California Participating Claimants, National
9 Participating Claimants, the Class Representatives, and Class Counsel as provided for in the
10 Stipulation.

11 PURSUANT TO STIPULATION, IT IS SO ORDERED.

12
13
14 DATED: _____

The Honorable Edward M. Chen
United States District Court Judge

EXHIBIT 5

1 PETER RUKIN (SBN 178336)
RUKIN HYLAND DORIA & TINDALL LLP
2 100 Pine Street, Suite 2150
San Francisco, CA 94111
3 Telephone: (415) 421-1800
Facsimile: (415) 421-1700
4 E-mail: peterrukin@rhdtdlaw.com

5 Attorneys for Plaintiffs

6 MALCOLM A. HEINICKE (SBN 194174)
Malcolm.Heinicke@mto.com
7 CAROLYN V. ZABRYCKI (SBN 263541)
Carolyn.Zabrycki@mto.com
8 MUNGER, TOLLES & OLSON LLP
560 Mission Street
9 Twenty-Seventh Floor
San Francisco, CA 94105-2907
10 Telephone: (415) 512-4000
Facsimile: (415) 512-4077

11 Attorneys for Defendant
12 YELP! INC.

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

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

18 Plaintiffs,

19 v.

20 YELP! INC.,

21 Defendant.
22

CASE NO. 11-CV-01503 EMC

[PROPOSED] JUDGMENT

Honorable Edward M. Chen

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1 This matter came on for hearing upon the joint application of the
2 Settling Parties for approval of the settlement set forth in the Stipulation of
3 Settlement (the “Stipulation”). Due and adequate notice having been given to the
4 California Class and the National Class, and the Court having considered the
5 Stipulation, all papers filed and proceedings had herein, and all oral and written
6 comments received regarding the proposed settlement, and having reviewed the
7 record in this Litigation, and good cause appearing,

8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS
9 FOLLOWS:

10 1. The Court, for purposes of this Judgment, adopts all defined
11 terms as set forth in the Stipulation Re: Settlement of Class and Collective Actions
12 (“Stipulation”) filed in this case.

13 2. The Court has jurisdiction over the subject matter of the
14 Litigation and the Class Representatives, the Members of the California Settlement
15 Class, the Members of the National Settlement Class, and Yelp.

16 3. The Court finds that the distribution of the California Notice and
17 the National Notice as provided for in the Order Granting Preliminary Approval
18 and Settlement Hearing, constituted the best notice practicable under the
19 circumstances to all Persons within the definition of the California Class and
20 National Class, and fully met the requirements of due process under the United
21 States Constitution and California law. Based on evidence and other material
22 submitted in conjunction with the Settlement Hearing, the actual notices to the
23 California Class and National Class were adequate. The Court further finds that
24 Yelp has satisfied the requirements of notice to pertinent government agencies set
25 forth in the federal Class Action Fairness Act of 2005.

26 4. The Court finds that the instant Litigation presented a good faith
27 dispute over the payment of wages, and the Court finds in favor of settlement
28 approval.

1 5. The Court approves the settlement of the above-captioned
2 action, as set forth in the Stipulation, each of the releases and other terms, as fair,
3 just, reasonable, and adequate as to the Settling Parties. The Settling Parties are
4 directed to perform in accordance with the terms set forth in the Stipulation.

5 6. Except as to any individual claim of those Persons (identified in
6 Attachment A hereto) who have validly and timely requested exclusion from the
7 California Settlement Class, all of the California Released Claims are dismissed
8 with prejudice as to Class Representatives Justin Larkin and Anthony Tijerino, and
9 the other Members of the California Class. The Settling Parties are to bear their
10 own costs, except as otherwise provided in the Stipulation.

11 7. All of the National Released Claims are dismissed with
12 prejudice as to the Class Representatives and the other Members of the National
13 Settlement Class. The Settling Parties are to bear their own costs, except as
14 otherwise provided in the Stipulation.

15 8. Solely for purposes of effectuating this settlement, this Court
16 has certified a class of all Members of the California Settlement Class, as that term
17 is defined in and by the terms of the Stipulation, and the Court deems this definition
18 sufficient for purposes of due process and Rule 23.

19 9. With respect to the California Settlement Class and for purposes
20 of approving this settlement only, this Court finds and concludes that: (a) the
21 Members of the California Settlement Class are ascertainable and so numerous that
22 joinder of all members is impracticable; (b) there are questions of law or fact
23 common to the California Settlement Class, and there is a well-defined community
24 of interest among Members of the California Settlement Class with respect to the
25 subject matter of the Litigation; (c) the claims of the Class Representatives are
26 typical of the claims of the Members of the California Settlement Class; (d) the
27 Class Representatives have fairly and adequately protected the interests of the
28 California Members of the Settlement Class; (e) a class action is superior to other

1 available methods for an efficient adjudication of this controversy; and (f) the
2 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to
3 serve as counsel for the plaintiff in his individual and representative capacities and
4 for the California Settlement Class.

5 10. Solely for purposes of effectuating this settlement, this Court
6 has certified a collective action class of all Members of the National Settlement
7 Class, as that term is defined in and by the terms of the Stipulation, and the Court
8 deems this definition sufficient for purposes of due process and 29 U.S.C. § 216(b).

9 11. With respect to the National Settlement Class and for purposes
10 of approving this settlement only, this Court finds and concludes that: the National
11 Settlement Class meets the requirements for certification as a collective action class
12 under 29 U.S.C. § 216(b) because the National Settlement Class Members are
13 similarly situated.

14 12. By this Judgment, the Class Representatives shall release,
15 relinquish, and discharge, and each of the California Settlement Class Members
16 shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
17 and forever released, relinquished, and discharged all California Released Claims
18 (including Unknown Claims).

19 13. By this Judgment, the Class Representatives shall release,
20 relinquish, and discharge, and each of the National Settlement Class Members shall
21 be deemed to have, and by operation of the Judgment shall have, fully, finally, and
22 forever released, relinquished, and discharged all National Released Claims
23 (including Unknown Claims).

24 14. This Litigation is hereby dismissed with prejudice.

25 15. Neither the Stipulation nor the settlement contained therein, nor
26 any act performed or document executed pursuant to or in furtherance of the
27 Stipulation or the settlement: (i) is or may be deemed to be or may be used as an
28 admission of, or evidence of, the validity of any California Released Claim or

1 National Released Claim, or of any wrongdoing or liability of Yelp; or (ii) is or
2 may be deemed to be or may be used as an admission of, or evidence of, any fault
3 or omission of Yelp in any civil, criminal, or administrative proceeding in any
4 court, administrative agency, or other tribunal. In the event that the Effective Date
5 does not occur, Yelp shall not be estopped or otherwise precluded from contesting
6 class or collective action certification in the Litigation on any grounds. Yelp may
7 file the Stipulation and/or the Judgment from this Litigation in any other action that
8 may be brought against them in order to support a defense or counterclaim based on
9 principles of *res judicata*, collateral estoppel, release, good faith settlement,
10 judgment bar, or reduction or any theory of claim preclusion or issue preclusion or
11 similar defense or counterclaim.

12 16. The only California Settlement Class Members entitled to
13 payment pursuant to this Judgment are California Participating Claimants, and the
14 only National Settlement Class Members entitled to payment are National
15 Participating Claimants. Neither the Stipulation nor this Judgment will result in the
16 creation of any unpaid residue or residual, and any funds that would have been paid
17 to California Class Members and National Class Members had they become
18 California Participating Claimants and National Participating Claimants that are not
19 claimed shall remain the property of Yelp.

20 17. Yelp has agreed to pay Class Counsel their reasonable attorney
21 fees in this matter in the total combined, gross amount of \$312,500 as well as
22 certain allowable costs in this matter up to the gross amount of \$10,000, and Yelp
23 has agreed to pay an enhancement award of \$5,000 to each of the Class
24 Representatives to reimburse them for their unique services and execution of
25 general releases. The Court finds that these agreements are fair and reasonable.
26 Yelp is directed to make such payments in accordance with the terms of the
27 Stipulation.

28 18. The Court reserves exclusive and continuing jurisdiction over

1 the Litigation, the Counterclaim, the Class Representatives, the California
2 Settlement Class, the National Settlement Class and Yelp for the purposes of
3 supervising the implementation, enforcement, construction, administration and
4 interpretation of the Stipulation and this Judgment.

5 19. This document shall constitute a judgment (and separate
6 document constituting said judgment) for purposes of Federal Rule of Civil
7 Procedure 58.

8 IT IS SO ORDERED.

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10 DATED: _____

The Honorable Edward M. Chen
United States District Court Judge

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