

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

8 Attorneys for Plaintiffs

9 MALCOLM A. HEINICKE (SBN 194174)  
 10 Malcolm.Heinicke@mto.com  
 11 CAROLYN V. ZABRYCKI (SBN263541)  
 12 Carolyn.Zabrycki@mto.com

13 MUNGER, TOLLES & OLSON LLP  
 14 560 Mission Street  
 15 Twenty-Seventh Floor  
 16 San Francisco, CA 94105-2907  
 17 Telephone: (415) 512-4000  
 18 Facsimile: (415) 512-4077

19 Attorneys for Defendant  
20 YELP! INC.

21 **UNITED STATES DISTRICT COURT**

22 **NORTHERN DISTRICT OF CALIFORNIA**

23 JUSTIN LARKIN, ANTHONY TIJERINO,  
 24 and AHMED DEANES, on behalf of  
 25 themselves and all others similarly situated,

26 Plaintiffs,

27 v.

28 YELP! INC.,

Defendants.

CASE No. 11-CV-01503 EMC  
**CLASS ACTION**

**DECLARATION OF KRISTA TITTLE,  
 FOR SIMPLURIS, INC., APPOINTED  
 CLAIMS ADMINISTRATOR**

1 I, KRISTA TITTLE, hereby declare:

2 1. I am employed as a Case Manager by Simpluris, Inc. (“Simpluris”), the claims  
3 administrator in the above-entitled action. Our Corporate Office address is 3176 Pullman Street, Suite  
4 123, Costa Mesa, CA 92626. My telephone number is (714) 824-8590. I am over twenty-one years of  
5 age and authorized to make this declaration on behalf of Simpluris and myself.

6 2. Simpluris is a Class Action Settlement Administration company located in Costa Mesa,  
7 California. It was founded by individuals who have each managed hundreds of settlements, along with  
8 professionals in the areas of Software Development, Third-Party Claims Administration, Mail-House  
9 Operations, and Call Center Support Management.

10 3. Simpluris was engaged by Counsel for the Class Representatives (“Plaintiffs”) and  
11 YELP!, Inc (“Defendants”) (collectively the “Parties”), to provide settlement administration services in  
12 the *Larkin et al. v. YELP!, Inc. settlement* (“Settlement”). Duties included: (a) printing and mailing of  
13 the California Class Notice of Pending Class Action, Associated Settlement and Final Approval  
14 Hearing, California Settlement Claim Certification Form, and Change of Name and/or Address  
15 Information form (“California Class Notice”); as well as the printing and mailing of the National Class  
16 Notice to Collective Action Class Members Re: Pendency of a Collective Action and Notice of Hearing  
17 on Proposed Settlement, National Opt In and Settlement Claim Certification Form, and Change of Name  
18 and/or Address Information Form (“National Class Notice”); (b) receipt of undeliverable Class Notices;  
19 (c) receipt and validation of claim forms and request for exclusion; (d) distribution of funds and tax-  
20 reporting following final approval; (e) mailing of settlement checks; and (f) answering questions from  
21 class members.

22 4. Simpluris prepared and hosted a website <http://larkinyelpsettlement.simpluris.com>, where  
23 the members could obtain copies of the following documents: (a) the operative complaint in the  
24 Litigation; (b) the operative answer in the litigation; (c) the complete settlement agreement; (d) the  
25 motion for preliminary approval; (e) the order granting preliminary approval and setting the Settlement  
26 Hearing and (f) upon receipt Simpluris will post the Plaintiffs’ Motion for Final Approval of Settlement  
27 and Award of Attorneys’ Fees when it is filed.

28 5. A toll-free telephone number was included in the Notice for the purpose of

1 allowing the Class Members to call Simpluris and to make inquiries regarding the Settlement. The toll-  
2 free telephone number included in the Notice was (877) 273-3450.

3 6. On July 12, 2012, Simpluris received from Plaintiffs' Counsel the Class Notice prepared  
4 by Counsel. The Class Notice advised Class Members that they could submit a claim form postmarked  
5 on or before September 21, 2012. The Notice also advises the Class Members that they may submit an  
6 opt-out on or before September 21, 2012. The Class Notice for the California Class Members is attached  
7 hereto as Exhibit "A" and the Class Notice for the National Class Members is attached hereto as Exhibit  
8 "B".

9 7. On July 13, 2012, Defense Counsel provided Simpluris with a mailing list ("Class List")  
10 containing Class Member names, last known addresses, social security numbers, dates of employment  
11 and settlement amounts. The data provided contained information for 912 total Class Members. The  
12 Class List for the California only Class Members contained data for 458 Class Members. The Class List  
13 for the National only Class Members contained data for 425 Class Members. The Class List for the  
14 members who were in both the California and National Class contained data for 29 Class Members.

15 8. The mailing addresses contained in the Class List were processed and updated utilizing  
16 the National Change of Address Database ("NCOA") maintained by the U.S. Postal Service. The NCOA  
17 contains requested changes of address filed with the U.S. Postal Service. In the event that any individual  
18 had filed a U.S. Postal Service change of address request, the address listed with the NCOA would be  
19 utilized in connection with the mailing of the Notice Packets.

20 9. On August 2, 2012, Notice Packets were mailed to the 912 identified Class Members  
21 with addresses contained in the Class List via First Class mail.

22 10. On August 17, 2012, Simpluris mailed a corrected California Notice packet to 4  
23 California Class Members that received an incorrect Claim Form.

24 11. As of this date, One hundred five (105) Notice Packets were returned by the post office.  
25 For those without forwarding addresses, Simpluris performed a skip trace on all of these addresses by  
26 using Accurant. Simpluris utilized the Class Member's name and previous address for locating a current  
27 address. One hundred thirty two (132) Notice Packets were re-mailed to either a newfound address, with  
28 forwarding addresses provided by the United States Postal Service or at the request of the Class

1 Member. Ultimately, after additional searches, 22 Notice Packets were undeliverable because Simpluris  
2 was unable to find a better address.

3 12. Six additional employees contacted Simpluris and stated they believed they were class  
4 members. Presently, Defendant has confirmed that one of the six was a class member, who was then  
5 mailed a California Notice Packet on September 6, 2012. The inclusion of this one class member  
6 increased the California only Class to 459 Members, and the total number of Class Members to 913.  
7 Two of the employees were determined not to be a class member as they were not Account Executives.  
8 The last three employees are still being reviewed for eligibility by the Defendant.

9 13. Simpluris is responsible for receipt of all Claim Forms. As of this date, Simpluris has  
10 received a total of 427 Claim Forms.

11 a. Two hundred eighty two (282) claims were received from the California Class  
12 Members. The 270 valid claims received represent 55.33% of the California Settlement Class,  
13 whose weeks worked represent 66.35% of all weeks worked by the California Settlement Class.  
14 Seven (7) are invalid due to a duplicate submission and five (5) were received untimely.

15 b. One hundred forty five (145) claims were received from the National Class  
16 Members. The 139 valid claims received represent 30.62% of the National Settlement Class,  
17 whose weeks worked represent 30.24% of all weeks worked by the National Settlement Class.  
18 Three (3) are deficient for lack of completing the claim form and three (3) were received  
19 untimely.

20 14. On September 7, 2012, Simpluris mailed a reminder postcard to 678 Class Members that  
21 had not submitted a response. The reminder postcard is attached here as Exhibit "C".

22 15. As of this date, Simpluris has received 2 requests for exclusion from the settlement.

23 16. As of this date, Simpluris has not received any objections to the settlement.

24 17. Based on the initial mailing performed on August 2, 2012, of the 426 Claims Forms  
25 received, eight (8) were received untimely. Counsel has requested that Simpluris mail a letter to these  
26 members requesting a full explanation of why they were late in submitting their response and allowing  
27 them until October 26, 2012 to respond. Counsel will review their responses if any are returned.

28 18. The most current weekly report dated October 19, 2012 is attached hereto as Exhibit D.



# EXHIBIT A

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

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

CASE NO. 11-CV-01503 EMC

Plaintiffs,

v.

YELP! INC.,

Defendant.

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

IF YOU WERE EMPLOYED BY YELP! INC. (“YELP”) AS AN ACCOUNT EXECUTIVE (INCLUDING POSITIONS INCORPORATING 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) IN THE STATE OF CALIFORNIA BETWEEN MARCH 29, 2007 AND DECEMBER 31, 2011 (THE “CALIFORNIA CLASS”), THIS CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO PARTICIPATE IN A SETTLEMENT.

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

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

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

**I. INTRODUCTION AND SUMMARY**

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

<p><b>You Can Submit A Claim Form and Receive a Settlement Payment</b></p>	<p>To claim your settlement payment, you must complete and submit the enclosed claim form by SEPTEMBER 21, 2012. <b>Your settlement share will be at least \$[MERGED CASettlementAmt] and possibly more</b> if other class members do not file claim forms and participate.</p>
<p><b>You Can Object to the terms of the Settlement</b></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 OCTOBER 22, 2012.</p>
<p><b>You Can Request Exclusion From (or “opt out of”) the Settlement</b></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 SEPTEMBER 21, 2012.</p>
<p><b>You Can Do Nothing and Be Bound By the Terms of the Settlement</b></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>

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

## II. WHAT IS THIS LITIGATION ABOUT?

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

The lawsuit alleges that Yelp misclassified Account Executives as “exempt” employees, *i.e.*, employees who under state and federal laws are exempt from overtime wage requirements, meal and rest period requirements, and other California and federal employment law requirements. The lawsuit also alleges that Yelp failed to comply with various other California employment laws and regulations relating to recordkeeping, wage deductions, and the timing of wage payments. The lawsuit is collectively brought on behalf of all current and former Account Executives employed by Yelp in California at any point between March 29, 2007 and December 31, 2011, and all people in this group are referred to as the “California Class.”

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

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

## III. DESCRIPTION OF THE SETTLEMENT

### A. Summary of Settlement

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

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

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

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

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

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

### C. Is My Settlement Payment Taxed?

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



relevant government entities as a wage payment, and will report the remaining sixty-seven percent (67%) as a non-wage payment. Yelp reserves the right to make any required withholdings or deductions as required by applicable law, and California Class Members should be advised that Yelp will report any payments made pursuant to this agreement to the Internal Revenue Service and other relevant government entities (if any) as required by law.

Each California Class Member will be solely responsible for reporting any payment received pursuant to this settlement and for paying any taxes associated with the same. Neither the Class Representatives, Class Counsel, nor Yelp makes any representations concerning the tax consequences of this settlement or your participation in it. If you have any questions about the tax consequences of the payments you may receive under the settlement, you should consult your tax advisor.

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

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

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

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

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

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

**IV. THE PEOPLE RECEIVING THIS NOTICE**

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

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

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

- (i) You may obtain a Settlement payment by completing and submitting the enclosed Claim Form as detailed below no later than September 21, 2012 (see below for more details).
- (ii) You may do nothing, but you will remain a member of the California Class and release your claims against Yelp under California's wage and hour laws without receiving a Settlement payment (see below for more details).
- (iii) You may opt-out of the Settlement by sending a written request to opt-out of the Settlement to Class Counsel as described below no later than September 21, 2012 (see 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 October 22, 2012. If you object to the Settlement, you will still remain in the class but would only receive a Settlement payment if you also complete and submit the enclosed Claim Form (see below for more details).

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

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

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

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

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

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

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

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

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

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

California Class Members who wish to submit a claim should review and then fully complete, execute, and mail the form entitled "California Settlement Claim Certification Form" attached to this Notice by no later than **September 21, 2012**. The submission deadline is final, and claim forms that are not postmarked on or before that date will not be honored.

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

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

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

California Class Members who wish to opt out of this settlement must mail a timely written request to the Claims Administrator at Simpluris, Inc., Re: Larkin Matter, P.O. Box 26170, Santa Ana, California 92799.

The opt out request must state the Class Member's full name, address, date of birth, and the dates of employment by Yelp. If a written request to opt out is not received by the Claims Administrator from a California Class Member postmarked on or before **September 21, 2012** then that California Class Member will be deemed to have forever waived his or her right to opt out of the California Settlement.

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

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

If you do not like any terms of the Settlement or Class Counsel's request for attorneys' fees and costs, you can submit a written objection. Your objection must be in writing and include your full name, address, telephone number, signature and a statement that you object to the Settlement in *Larkin v. Yelp! Inc.*, C.A. No. 11-01503 EMC and the reason(s) for your objection. The objection should be mailed to Peter Rukin at Rukin Hyland Doria & Tindall LLP, 100 Pine Street, Suite 2150, San Francisco, CA 94111, and postmarked no later than **October 22, 2012**.

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

#### **VI. RELEASE OF CLAIMS**

All Members of the California Class who do not opt out of the settlement shall be subject to the judgment connected with this action and associated settlement. This means they shall be deemed to have forever released and discharged Yelp and all its past and present affiliates, directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal Representatives from any demands, rights, liabilities, and causes of action of every nature and description whatsoever, including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, whether arising under federal or state law, against Yelp, its affiliates, employees, agents, or any of them, including without limitation claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, that accrued through December 31, 2011 as a result of the California Class Member's employment as an Account Executive in California for Yelp, based on the following categories of claims or allegations: (a) any and all claims for (i) failure to pay wages for work performed in excess of eight hours in a day or forty hours in a week, regular; and/or (ii) failure to pay regular, overtime or other premium wages, failure to pay minimum wages, failure to provide sufficient meal and/or rest periods and/or to pay premiums in lieu thereof, failure to comply with payroll or wage record-keeping or itemization requirements, and failure to timely pay wages due at termination or otherwise; (b) any and all claims alleging statutory violations arising from the same categories of allegations set forth above in (a), including without limitation claims under the Fair Labor Standards Act ("FLSA"), the Portal to Portal Act, California Labor Code sections 218, 226, 226.7 and 1194 and California Business & Professions Code sections 17200 *et seq.*; (c) any and all claims for penalties or liquidated damages or other available remedies arising from the categories of allegations set forth above in (a) and (b), including without limitation claims under the FLSA, Portal to Portal Act, California Labor Code sections 203, 226, 226.7, 512, 1194, and 2698 *et seq.*, and applicable California Industrial Welfare Commission Wage Orders; and (d) any and all claims for interest, costs, or attorney fees arising from the categories of allegations set forth above in (a) and (b), including without limitation claims under the California Labor Code sections 218.5, 1194, and 2699(g)(1), California Code of Civil Procedure section 1021.5, and Federal Rule of Civil Procedure 23(h); and (e) to the extent not covered by the above, any and all claims pled in the Litigation. (The Released Claims include claims under the California Private Attorney Generals Act of 2004, codified at California Labor Code sections 2698 *et seq.*, for which the California Class was granted additional consideration, which is already part of, and not in addition to, the Maximum Settlement Amount, in the amount of \$7,500, which shall be paid to the California Labor and Workforce Development Agency pursuant to this settlement.)

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

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.

#### **VII. HEARING ON SETTLEMENT**

Following a hearing on or about June 4, 2012, pursuant to the procedures for the approval of class actions and Rule 23 of the Federal Rules of Civil Procedure and the procedures for collective actions under the FLSA, the Court granted preliminary approval for the settlement of this matter as a class and collective action and scheduled a hearing on final approval for **November 16, 2012 at 1:30 p.m.** This hearing will take place before the Honorable Edward M. Chen in Courtroom 5 of the United States District Courthouse for the Northern District of California, 450 Golden Gate Avenue, 17th Floor, San Francisco, California 94102. Members of the California Class can express their views on the settlement at or before this hearing but you are not required to do so, nor are you required to attend this hearing to exercise any of your rights. California Class Members can exercise either their right to obtain payment or opt out by following the instructions contained in this Notice; again, **no appearance at the hearing is required.**

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

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

## VIII. EXAMINATION OF PAPERS FILED IN THIS ACTION

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

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

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

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).

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address 1» «Address2»
«City» «State» «Zip»

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 1542<sup>1</sup> 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: \_\_\_\_\_ 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
P.O Box 26170
Santa Ana, California 92799

THIS FORM MUST BE POSTMARKED BY SEPTEMBER 21, 2012 TO BE VALID AND EFFECTIVE.

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."

**Change of Name and/or Address Information**

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «State» «Zip»

Pursuant to Section V 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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Simpluris, Inc.  
Re: Larkin Matter  
P.O Box 26170  
Santa Ana, California 92799

**THIS FORM MUST BE POSTMARKED BY SEPTEMBER 21, 2012,**

**TO CHANGE YOUR ADDRESS**

# EXHIBIT B

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

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

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

IF YOU WERE EMPLOYED BY YELP! INC. ("YELP") AS AN ACCOUNT EXECUTIVE (INCLUDING POSITIONS INCORPORATING 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) IN THE UNITED STATES OUTSIDE THE STATE OF CALIFORNIA BETWEEN May 11, 2008 AND DECEMBER 31, 2011 (THE "NATIONAL CLASS"), THIS COLLECTIVE ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS AND YOU MAY BE ENTITLED TO PARTICIPATE IN A SETTLEMENT.

PLEASE READ THIS NOTICE CAREFULLY. PLEASE DO NOT CONTACT THE COURT OR YELP REGARDING THIS MATTER.

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

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

**I. INTRODUCTION AND SUMMARY**

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

<b>You Can Submit An Opt In and Claim Form and Receive a Settlement Payment</b>	To claim your settlement payment, you must complete and submit the enclosed claim form by SEPTEMBER 21, 2012. <b><u>Your settlement share will be at least \$[MERGED_NTLSettlementAmt].</u></b>
<b>You Can Object to the terms of the Settlement</b>	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 OCTOBER 22, 2012.
<b>You Can Do Nothing and You Will Not Release Your Claims</b>	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.

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



## II. WHAT IS THIS LITIGATION ABOUT?

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

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

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

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

## III. DESCRIPTION OF THE SETTLEMENT

### A. Summary of Settlement

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

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

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

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

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

### C. Is My Settlement Payment Taxed?

A portion of any payment made to you under the settlement will be subject to required wage withholdings and deductions, and as a result, the amount you receive will be less than the gross amount listed above. Yelp will report thirty-three percent (33%) of this payment to relevant government entities as a wage payment, and will report the remaining sixty-seven percent (67%) as a non-wage payment. Yelp reserves the right to make any required withholdings or deductions as required by applicable law, and National Class Members should be advised that Yelp will report any payments made pursuant to this agreement to the Internal Revenue Service and other relevant government entities (if any) as required by law.

Each National Class Member will be solely responsible for reporting any payment received pursuant to this settlement and for paying any taxes associated with the same. Neither the Class Representatives, Class Counsel, nor Yelp makes any representations concerning the tax consequences of this settlement or your participation in it. If you have any questions about the tax consequences of the payments you may receive under the settlement, you should consult your tax advisor.

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

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

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

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

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

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

**IV. THE PEOPLE RECEIVING THIS NOTICE**

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

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

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

- You may opt-in to participate in the settlement. To obtain a Settlement payment, you must complete and submit the enclosed Opt In and Claim Form as detailed below no later than September 21, 2012 (see below for more details).
- You may do nothing, which means you are not opting in to the settlement. By doing nothing, you will not become a part of the National Settlement Class and thereby exclude yourself from this action. You will not release your claims against Yelp or be bound by the judgment.
- You may object to the Settlement by submitting your written objections to Class Counsel as described below no later than October 22, 2012. If you object to the Settlement, and the Court overrules your objection, you will only participate in the Settlement if you have also opted-in to the settlement by completing and submitting the enclosed Claim Form (see below for more details).

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

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

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

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

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

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

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

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

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

National Class Members who wish to submit a claim should review and then fully complete, execute, and mail the form entitled "National Opt In and Settlement Claim Certification Form" attached to this Notice by no later than **September 21, 2012**. The submission deadline is final, and claim forms that are not postmarked on or before that date will not be honored.

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

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

National Class Members may elect to not participate in the National Settlement Class and thus exclude themselves from this action and the associated settlement and judgment. **National Class Members who do not opt in to this action will not receive any money from this settlement** and would remain free, subject to the statute of limitations and applicable statutory, common law or other restrictions, to bring otherwise viable claims against Yelp for 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 or Class Counsel's request for attorneys' fees and costs, you can submit a written objection. Your objection must be in writing and include your full name, address, telephone number, signature and a statement that you object to the Settlement in Larkin v. Yelp! Inc., C.A. No. 11-01503 EMC and the reason(s) for your objection. The objection should be mailed to Peter Rukin at Rukin Hyland Doria & Tindall LLP, 100 Pine Street, Suite 2150, San Francisco, CA 94111, and postmarked no later than **October 22, 2012**.

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

### **VI. RELEASE OF CLAIMS**

All Members of the National Class who opt in to the settlement shall be subject to the judgment connected with this action and associated settlement. This means they shall be deemed to have forever released and discharged Yelp and all its past and present affiliates, directors, officers, employees, partners, members, principals, agents, insurers, co-insurers, re-insurers, shareholders, attorneys, and personal or legal Representatives from any demands, rights, liabilities, and causes of action of every nature and description whatsoever, including without limitation statutory, constitutional, contractual or common law claims, whether known or unknown, whether or not concealed or hidden, whether arising under federal or state law, against Yelp, its affiliates, employees, agents, or any of them, including without limitation claims for wages, damages, unpaid costs, penalties, liquidated damages, punitive damages, interest, attorney fees, litigation costs, restitution, or equitable relief, that accrued through December 31, 2011 as a result of the National Class

Member's employment as an Account Executive in any state other than California for Yelp, based on the following categories of claims or allegations: (a) any and all claims for (i) failure to pay wages for work performed in excess of eight hours in a day or forty hours in a week, regular; and/or (ii) failure to pay regular or overtime wages, failure to pay minimum wages, failure to comply with payroll or wage record-keeping or itemization requirements; (b) any and all claims alleging statutory violations arising from the same categories of allegations set forth above in (a), including without limitation claims under the Fair Labor Standards Act ("FLSA"), the Portal to Portal Act, and pertinent state laws; (c) any and all claims for penalties or liquidated damages or other available remedies arising from the categories of allegations set forth above in (a) and (b); and (d) any and all claims for interest, costs, or attorney fees arising from the categories of allegations set forth above in (a) and (b) and (e) to the extent not covered by the above, any and all claims pled in the Litigation.

## VII. HEARING ON SETTLEMENT

Following a hearing on or about June 4, 2012, pursuant to the procedures for the approval of class actions and Rule 23 of the Federal Rules of Civil Procedure and the procedures for collective actions under the FLSA, the Court granted preliminary approval for the settlement of this matter as a class and collective action and scheduled a hearing on final approval for **November 16, 2012 at 1:30 p.m.** This hearing will take place before the Honorable Edward M. Chen in Courtroom 5 of the United States District Courthouse for the Northern District of California, 450 Golden Gate Avenue, 17th Floor, San Francisco, California 94102. Members of the National Class can express their views on the settlement at or before this hearing but you are not required to do so, nor are you required to attend this hearing to exercise any of your rights. National Class Members can exercise either their right to obtain payment or choose not to opt in; again, **no appearance at the hearing is required.**

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

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

## VIII. EXAMINATION OF PAPERS FILED IN THIS ACTION

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

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

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

**National Opt In and Settlement Claim Certification Form**

Pursuant to Section V 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).

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «State» «Zip»

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.

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: \_\_\_\_\_ 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  
P.O Box 26170  
Santa Ana, California 92799

**THIS FORM MUST BE POSTMARKED BY SEPTEMBER 21, 2012 TO BE VALID AND EFFECTIVE.**

**Change of Name and/or Address Information**

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «State» «Zip»

Pursuant to Section V 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

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

Simpluris, Inc.  
Re: Larkin Matter  
P.O Box 26170  
Santa Ana, California 92799

**THIS FORM MUST BE POSTMARKED BY SEPTEMBER 21, 2012,**

**TO CHANGE YOUR ADDRESS**

# EXHIBIT C

Postcard Front

Larkin v. Yelp Inc.  
c/o Simpluris  
P.O. Box 26170  
Santa Ana, CA 92799-9834

PRESORTED  
FIRST-CLASS MAIL  
US POSTAGE  
PAID  
SIMPLURIS INC

Name  
Address  
CSZ

Postcard Back

***Larkin, et al. v. Yelp! Inc.***  
United States District Court  
Northern District of California  
Case No. 11-CV-01503 EMC

Reminder-Approaching Deadline of **September 21, 2012**

On August 2, 2012, a Notice of Pending Class Action, Associated Settlement and Final Approval Hearing or a Notice of Pending Collective Action, Associated Settlement and Final Approval Hearing, Claim Form, and Change of Address Form ("Notice Packet") were mailed to you describing the settlement of the above-referenced case and your right to submit a claim or a request to be excluded from the settlement.

If you lost or misplaced the Notice packet, you should contact the Claims Administrator at the below physical or email address to request another Notice Packet to be mailed to you.

At the following website: <http://larkinyelpsettlement.simpluris.com/>, there are available copies of relevant settlement documents, including the National Notice and California Notice with associated forms.

Again, the deadline to respond is approaching and any settlement Claim Form or requests to be excluded from the settlement must be post-marked on or before **September 21, 2012** and mailed to:

***Larkin, et al. v. Yelp! Inc.***  
c/o Simpluris Inc.  
P.O Box 26170  
Santa Ana, CA 92799

[Info@Simpluris.net](mailto:Info@Simpluris.net)

SIMID



# EXHIBIT D



Class Action Settlement Administration

October 19, 2012  
Case Manager Name : Mary Butler  
Case Manager Email : mbutler@simpluris.net  
Case Manager Direct Line : (714) 824-8590 ext. 1143

**Larkin, et. al v. YELP! Inc.**  
**United States District Court Northern District of California**  
**Case No. CV 11-01503 EMC**

**Plaintiff Counsel**

*Ian McLoughlin / Shapiro Haber & Urmy LLP*  
*Tom Urmy Jr. / Shapiro Haber & Urmy LLP*  
*Peter Rukin / Rukin Hyland Doria & Tindall LLP*  
*Rosa Vigil Gallenberg / Gallenberg PC*

**Defense Counsel**

*Malcolm A. Heinicke / Munger, Tolles & Olson LLP*

**Case Milestones**

Preliminary Approval Hearing	July 12, 2012
Notification Mailing	August 02, 2012
Correction Mailing	August 17, 2012
Reminder Mailing	September 07, 2012
Claim Deadline	September 21, 2012
Opt Out Deadline	September 21, 2012
Objection Deadline	October 22, 2012
Final Approval Hearing	November 30, 2012

**Total Class Members : 913**

**CA Class Member : 459**  
**National Class Members: 425**  
**CA and Natl Class Members: 29**

**Response Summary**

*"Total Responses Submitted" is based on responses processed as of date reflected on the report.*

**CA Class Member : 488 – 21,345.02 total work weeks**

<b>Claim Form - California Class</b>	<b>Total</b>	<b>Rates</b>
Valid	270	55.33%
CA Valid Work weeks Claimed	14,163.28	66.35%
Invalid - duplicates	7	1.43%
Pending	5	1.02%
Late	5	1.02%
CA Late Work weeks Claimed	198.85	0.93%
Total Submitted	282	57.79%

**National Class Members: 454 – 16,666.19 total work weeks**

<b>Claim Form - National Class Opt In</b>	<b>Total</b>	<b>Rates</b>
Valid	139	30.62%
National Valid Work weeks Claimed	5,040.18	30.24%
Invalid - duplicates	0	0%
Pending	6	1.10%
Late	3	0.44%
NA Late Work weeks Claimed	159.86	0.96%
Deficient	3	0.66%
NA Deficient Work weeks Claimed	181.13	1.09%
Total Submitted	145	33.62%

<b>Opt Out Form</b>	<b>Total</b>	<b>Rates</b>
Valid	2	0.21%
Invalid	0	0%
Total Submitted	2	0.21%

<b>Change Of Address Form</b>	<b>Total</b>	<b>Rates</b>
Valid	111	12.05%
Invalid- duplicates	4	0.43%
Total Submitted	115	12.49%

## Mailing Details

<u>Mailing Title</u>	<u>Mailed</u>	<u>Returned</u>	<u>Remailed</u>	<u>Undeliverable</u>
National Class Notice Packet	425	65	60	14
CA and National Class Notice Packet	29	5	3	2
California Class Notice Packet	458	34	69	6
Correction Notice Packet Mailing	4	1	0	0
Reminder Postcard	678	34	0	0
Late Letter	8	0	0	0