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16 Attorneys for Defendant
 YELP! INC.

18 UNITED STATES DISTRICT COURT
 19 NORTHERN DISTRICT OF CALIFORNIA
 20 SAN FRANCISCO DIVISION

21 JUSTIN LARKIN, ANTHONY TIJERINO, and
 AHMAD DEANES, on behalf of themselves
 22 and all others similarly situated,
 23 Plaintiffs,
 24 v.
 25 YELP! INC.,
 26 Defendant.

Case No. 3:11-cv-01503-EMC
[PROPOSED] JUDGMENT

Judge: Honorable Edward M. Chen

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

7 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

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

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

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

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

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

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

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

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

15 9. With respect to the California Settlement Class and for purposes of
16 approving this settlement only, this Court finds and concludes that: (a) the Members of the
17 California Settlement Class are ascertainable and so numerous that joinder of all members is
18 impracticable; (b) there are questions of law or fact common to the California Settlement Class,
19 and there is a well-defined community of interest among Members of the California Settlement
20 Class with respect to the subject matter of the Litigation; (c) the claims of the Class
21 Representatives are typical of the claims of the Members of the California Settlement Class;
22 (d) the Class Representatives have fairly and adequately protected the interests of the
23 California Members of the Settlement Class; (e) a class action is superior to other available
24 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the
25 Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the plaintiff in
26 his individual and representative capacities and for the California Settlement Class.

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

5 11. With respect to the National Settlement Class and for purposes of
6 approving this settlement only, this Court finds and concludes that: the National Settlement
7 Class meets the requirements for certification as a collective action class under 29 U.S.C. §
8 216(b) because the National Settlement Class Members are similarly situated.

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

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

17 14. This Litigation is hereby dismissed with prejudice.

18 15. Neither the Stipulation nor the settlement contained therein, nor any act
19 performed or document executed pursuant to or in furtherance of the Stipulation or the
20 settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of,
21 the validity of any California Released Claim or National Released Claim, or of any
22 wrongdoing or liability of Yelp; or (ii) is or may be deemed to be or may be used as an
23 admission of, or evidence of, any fault or omission of Yelp in any civil, criminal, or
24 administrative proceeding in any court, administrative agency, or other tribunal. In the event
25 that the Effective Date does not occur, Yelp shall not be estopped or otherwise precluded from
26 contesting class or collective action certification in the Litigation on any grounds. Yelp may
27 file the Stipulation and/or the Judgment from this Litigation in any other action that may be
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1 brought against them in order to support a defense or counterclaim based on principles of *res*
2 *judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any
3 theory of claim preclusion or issue preclusion or similar defense or counterclaim.

4 16. The only California Settlement Class Members entitled to payment
5 pursuant to this Judgment are California Participating Claimants, and the only National
6 Settlement Class Members entitled to payment are National Participating Claimants. Neither
7 the Stipulation nor this Judgment will result in the creation of any unpaid residue or residual,
8 and any funds that would have been paid to California Class Members and National Class
9 Members had they become California Participating Claimants and National Participating
10 Claimants that are not claimed shall remain the property of Yelp.

11 17. Yelp has agreed to pay Class Counsel their reasonable attorney fees in
12 this matter in the total combined, gross amount of \$205,000 as well as certain allowable costs
13 in this matter up to the gross amount of \$9,461.62, Yelp has agreed to pay \$7,500 to the
14 California Labor and Workforce Development Agency (LWDA), Yelp will pay \$16,000 to
15 Simpluris, Inc. for settlement administrative expenses, and Yelp has agreed to pay an
16 enhancement award of \$5,000 to each of the Class Representatives to reimburse them for their
17 unique services and execution of general releases. The Court finds that these agreements are
18 fair and reasonable. Yelp is directed to make such payments in accordance with the terms of
19 the Stipulation.

20 18. The Court reserves exclusive and continuing jurisdiction over the
21 Litigation, the Counterclaim, the Class Representatives, the California Settlement Class, the
22 National Settlement Class and Yelp for the purposes of supervising the implementation,
23 enforcement, construction, administration and interpretation of the Stipulation and this
24 Judgment.

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

IT IS SO ORDERED.

DATED: _____

The Honorable Edward M. Chen
United States District Court Judge

ATTACHMENT A



Class Action Settlement Administration

November 30, 2012

Larkin v. Yelp! Inc.

Case No. 11-CV-01503 EMC

United States District Court for the Northern District of California

The following two individuals timely requested exclusion from this settlement in Larkin v. Yelp, Case No. 11-CV-01503 EMC

SIMID 478 Jane Kwett
SIMID 818 Matthew Timberlake

If you have any additional questions, you may contact the Claims Administrator, toll-free, at 1-888-369-3780, or by mail addressed to:

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