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28UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIAJUSTIN LARKIN, *et al.*,

No. C-11-1503 EMC

Plaintiffs,

JUDGMENT

v.

YELP! Inc.,

Defendant.

This matter came on for hearing upon the joint application of the Settling Parties for approval of the settlement set forth in the Stipulation of Settlement (the “Stipulation”). *See* Docket No. 48-1, Ex. 1. Due and adequate notice having been given to the California Class and the National Class, and the Court having considered the Stipulation, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Litigation, and good cause appearing for the reasons stated on the record and below,

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

1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in the Stipulation Re: Settlement of Class and Collective Actions (“Stipulation”) filed in this case.
2. The Court has jurisdiction over the subject matter of the Litigation and the Class Representatives, the Members of the California Settlement Class, the Members of the National Settlement Class, and Yelp.

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3. The Court finds that the distribution of the California Notice and the National Notice, as provided for in the Order Granting Preliminary Approval and Settlement Hearing, constituted the best notice practicable under the circumstances to all Persons within the definition of the California Class and National Class, and fully met the requirements of due process under the United States Constitution and California law. Based on evidence and other material submitted in conjunction with the Settlement Hearing, the actual notices to the California Class and National Class were adequate. In particular, the Court notes the high response rate, which included claims by California Class Members constituting 55.33% of the California Settlement Class and 66.35% of all weeks worked by the California Settlement Class.
4. The Court finds that the instant Litigation presented a good faith dispute over the payment of wages, and the Court finds in favor of settlement approval.
5. The Court approves the settlement of the above-captioned action, as set forth in the Stipulation, each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the Stipulation.
6. Except as to any individual claim of those Persons (identified in Attachment A hereto) who have validly and timely requested exclusion from the California Settlement Class, all of the California Released Claims are dismissed with prejudice as to Class Representatives Justin Larkin and Anthony Tijerino, and the other Members of the California Class. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation.
7. All of the National Released Claims are dismissed with prejudice as to the Class Representatives and the other Members of the National Settlement Class, consisting of those National Class Members who opted in. The Settling Parties are to bear their own costs, except as otherwise provided in the Stipulation.
8. Solely for purposes of effectuating this settlement, this Court has certified a class of all Members of the California Settlement Class, as that term is defined in and by the

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terms of the Stipulation, and the Court deems this definition sufficient for purposes of due process and Rule 23.

9. With respect to the California Settlement Class and for purposes of approving this settlement only, this Court finds and concludes that: (a) the Members of the California Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the California Settlement Class, and there is a well-defined community of interest among Members of the California Settlement Class with respect to the subject matter of the Litigation; (c) the claims of the Class Representatives are typical of the claims of the Members of the California Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the California Members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the plaintiff in his individual and representative capacities and for the California Settlement Class.
10. Solely for purposes of effectuating this settlement, this Court has certified a collective action class of all Members of the National Settlement Class, as that term is defined in and by the terms of the Stipulation, and the Court deems this definition sufficient for purposes of due process and 29 U.S.C. § 216(b).
11. With respect to the National Settlement Class and for purposes of approving this settlement only, this Court finds and concludes that: the National Settlement Class meets the requirements for certification as a collective action class under 29 U.S.C. § 216(b) because the National Settlement Class Members are similarly situated.
12. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the California Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all California Released Claims (including Unknown Claims).

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13. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the National Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all National Released Claims (including Unknown Claims).
14. This Litigation is hereby dismissed with prejudice.
15. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any California Released Claim or National Released Claim, or of any wrongdoing or liability of Yelp; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Yelp in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In the event that the Effective Date does not occur, Yelp shall not be estopped or otherwise precluded from contesting class or collective action certification in the Litigation on any grounds. Yelp may file the Stipulation and/or the Judgment from this Litigation in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.
16. The only California Settlement Class Members entitled to payment pursuant to this Judgment are California Participating Claimants, and the only National Settlement Class Members entitled to payment are National Participating Claimants. Neither the Stipulation nor this Judgment will result in the creation of any unpaid residue or residual, and any funds that would have been paid to California Class Members and National Class Members had they become California Participating Claimants and National Participating Claimants that are not claimed shall remain the property of Yelp.

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17. Yelp has agreed to pay Class Counsel their reasonable attorney fees in this matter in the total combined, gross amount of \$205,000 as well as certain allowable costs in this matter up to the gross amount of \$9,461.62, Yelp has agreed to pay \$7,500 to the California Labor and Workforce Development Agency (LWDA), Yelp will pay \$16,000 to Simpluris, Inc. for settlement administrative expenses, and Yelp has agreed to pay an enhancement award of \$5,000 to each of the Class Representatives to reimburse them for their unique services and execution of general releases. The Court finds that these agreements are fair and reasonable, in particular taking note that the fee award is both approximately 25 percent of the monies actually being paid out by Yelp under the Settlement and well below class counsel's lodestar of approximately \$300,000. Yelp is directed to make such payments in accordance with the terms of the Stipulation.
18. The Court reserves exclusive and continuing jurisdiction over the Litigation, the Counterclaim, the Class Representatives, the California Settlement Class, the National Settlement Class and Yelp for the purposes of supervising the implementation, enforcement, construction, administration and interpretation of the Stipulation and this Judgment.
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: December 11, 2012


EDWARD M. CHEN
United States District Judge