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Attorneys for Defendants
YELP!, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

BORIS Y. LEVITT D/B/A RENAISSANCE
RESTORATION, CATS AND DOGS ANIMAL
HOSPITAL, INC., TRACY CHAN D/B/A
MARINA DENTAL CARE and
PROFESSIONAL CONSTRUCTION GROUP,
INC. D/B/A PAVER PRO; on behalf of
themselves and all others similarly situated,

Plaintiff,

v.

YELP! INC.; and DOES 1 through 100,
inclusive,

Defendants.

Case No. CV 10-01321 MHP
Consolidated with CV 10-02351 MHP

CLASS ACTION

**DECLARATION OF IAN MACBEAN IN
SUPPORT OF DEFENDANT YELP! INC.'S
NOTICE OF MOTION AND MOTION TO
DISMISS THIRD AMENDED CLASS
ACTION COMPLAINT [AS TO STANDING
ONLY]**

Date: September 9, 2011
Time: 1:30 p.m.
Place: Courtroom 5, 17th Floor
450 Golden Gate Avenue
San Francisco, California
Judge: The Honorable Edward M. Chen

1 I, Ian MacBean, declare as follows:

2 1. I am a User Operations Manager at Yelp! Inc. ("Yelp") and, among other
3 responsibilities, I investigate potential Terms of Service violations on Yelp's website, and enforce
4 those Terms of Service. I also supervise and train other Yelp User Operations employees on Yelp's
5 internal administrative tools and procedures. I make this declaration based upon my personal
6 knowledge of the facts stated herein.

7 **Analysis of Users Who Posted Reviews For Plaintiffs' Businesses**

8 2. I personally reviewed the user accounts and related administrative records associated
9 with each user who has posted a review about any of the named Plaintiffs' businesses on Yelp.com at
10 any point in time. I then took several steps to determine whether any of these users was a current or
11 former employee of Yelp. First, I determined whether the user's Yelp profile was flagged in the
12 administrative database as being associated with one of Yelp's current or former employees. Yelp's
13 practice is to flag user accounts that are associated with any current or former employee, in part to
14 enforce its policy that certain employees (including sales employees) are prohibited from
15 contributing any written content, including reviews, to Yelp.com. I confirmed that none of the users
16 who posted reviews relating to the named Plaintiffs are identified as current or former employees of
17 Yelp in Yelp's administrative database.

18 3. Second, I reviewed each email address provided by the users who posted these
19 reviews when creating their account at Yelp.com to determine whether any user provided a Yelp
20 email address – i.e. an address with an "@yelp.com" domain. I confirmed that none of the users who
21 posted reviews about the named Plaintiffs provided a Yelp email address when creating their user
22 account, or otherwise have a Yelp email address associated with their user account.

23 4. Third, I ran a search for each user's first and last name (which are required to create a
24 user account and post reviews on Yelp) in a database of all current and former Yelp employees. I
25 confirmed that none of the users who posted reviews about the named Plaintiffs appeared in the list
26 of all current and former Yelp employees.

5. Finally, I reviewed each IP address (i.e. the unique identifier associated with a particular computer) associated with each review posted about the named Plaintiffs and confirmed that none of these IP addresses are associated with any Yelp computer or device.

6. Neither Yelp's sales employees nor its User Operations employees have the technical ability to modify the content of third-party reviews that appear on Yelp's site.

Yelp Sales and User Operations Employees Do Not Have the Technical Ability to Alter the Default Order of Reviews On a Particular Business Page

7. The default order in which reviews appear on a particular business page is governed by an automated software algorithm called "Yelp Sort," which orders reviews based on a number of factors including recency, user voting, and other review quality factors. As stated on Yelp's website, Yelp Sort does not consider whether or not a business advertises on Yelp. No Yelp sales or User Operations employee has the technical ability to alter or impact the default order in which reviews appear on Yelp.com. Users, however, are able to revise the defaults established by "Yelp Sort" so as to change the manner in which reviews are sorted when they are viewing Yelp.com, including by sorting reviews chronologically (with most recent review first or last), by star rating (from highest to lowest (or vice versa)), or by showing reviews from their friends on Yelp first.

Yelp's Automated Review Filter

8. As described on Yelp's website, Yelp employs an automated review filter for the purpose of identifying and filtering reviews that may be unreliable and/or violate Yelp's Terms of Service. This software filter applies a number of factors to identify reviews that are less reliable, and it affects both positive and negative reviews. As stated on Yelp's website, the filter does not take into account whether a business advertises with Yelp or not. Reviews that are filtered by Yelp's automated filter are not displayed on a business's main profile page, and do not factor into a business's overall Yelp star rating. Filtered reviews may be viewed on a separate page by clicking on the link at the bottom of any business profile page that has received filtered reviews. The filter is running continuously across all reviews on Yelp and operates based on up to date information. Accordingly, reviews that were filtered by the automated filter in the past may reappear on a

business's main profile page if applicable factors change (such as the reviewer gaining trust over time).

9. When the automated filter identifies and filters a review, that review is automatically "shaded" in Yelp's internal administrative database, and is flagged with the notation "Untrustworthy (Filtered)."

Removal of Reviews By Yelp's User Operations Team

10. Attached as Exhibit 1 is a true and correct copy of Yelp's Terms of Service, dated July 21, 2010, and available at <http://www.yelp.com/static?p=tos&country=US>. Section 6.A.i. of Yelp's Terms of Service prohibits violations of Yelp's Content Guidelines.

11. Attached as Exhibit 2 is a true and correct copy of Yelp's Content Guidelines, available at <http://www.yelp.com/guidelines>.

12. Yelp's User Operations team is responsible for investigating potential violations of Yelp's Terms of Service and Content Guidelines and is able to remove reviews for violating Yelp's Terms. Members of Yelp's User Operations team investigate complaints about site content (including reviews), users or businesses that are brought to its attention by users of Yelp's website. Users may contact Yelp about such reviews by email, through the "Contact Yelp" link on Yelp's website, or by flagging specific reviews when logged into Yelp's website.

Analysis of Reviews About the Named Plaintiffs That Have Been Removed From Their Business Pages

13. I reviewed Yelp's administrative database and related records for each review that has been posted about the named Plaintiffs' businesses in this action. Specifically, I reviewed the records associated with each of the reviews about Plaintiffs' businesses in Yelp's administrative database to determine if the review appears on the business's main profile page, has been filtered by Yelp's automated review filter, was removed by the reviewer, or was removed by Yelp's User Operations team for a violation of Yelp's Terms of Service (or at the reviewer's request). For reviews removed by User Operations for violations of Yelp's Terms of Service, I further reviewed related records in Yelp's administrative database establishing the date and reason for the removal, as well as the star rating for each review that User Operations removed.

1 **Wheel Techniques**

2 14. As described previously, I reviewed Yelp's administrative records pertaining to each
3 review posted about Plaintiff Wheel Techniques, of Santa Clara, California. As of July 21, 2011,
4 Wheel Techniques had 31 active, unfiltered reviews (with a 2.5 average star rating), 51 reviews that
5 were filtered by Yelp's automated review filter, 7 reviews or review updates that Yelp's User
6 Operations team removed for violations of Yelp's Terms of Service, and three reviews which were
7 removed by the users themselves.

8 15. Of the 7 Wheel Techniques reviews removed for violations of Yelp's Terms of
9 Service, 6 were 5-star reviews or review updates posted by the same user, Ellyn M, between
10 November 24, 2008 and April 22, 2010. Copies of each of these reviews and related information
11 from Yelp's administrative records are attached as Exhibit 3. Each of Ellyn M.'s reviews of Wheel
12 Techniques was removed on March 31, 2011 due to violations of Yelp's Terms of Service and
13 Content Guidelines, which prohibit reviews that are "conflicts of interest." Exhibit 2 ("Conflicts of
14 interest: Your reviews should be unbiased and objective. For example, businesses and their
15 employees shouldn't write reviews about themselves or their competitors."). Each of these removed
16 reviews was also marked as "Untrustworthy (Filtered)" by Yelp's review filter, meaning that even if
17 they had not been removed by Yelp's User Operations team, they would be filtered by Yelp's
18 automated software and would not show up on Wheel Techniques' main Yelp profile page. A
19 seventh review by Ellyn M. posted to Yelp on May 2, 2011 (after the removal of this user's other
20 reviews of Wheel Techniques), is currently filtered, although it has not yet been removed by Yelp's
21 User Operations team.

22 16. On February 23, 2010, Yelp received a complaint from a user about communications
23 he had received from Ellyn M. through Yelp's messaging systems. A true and correct copy of the
24 user's complaint to Yelp, which includes the communication from Ellyn M. that prompted the user's
25 complaint, is attached as Exhibit 4 (an internal Yelp administrative email address has been redacted
26 from this document). Ellyn M.'s communication to the user states in part: "Dear Vincent, We here
27 at Wheel Tech really feel put down by your recent review and want to let you know that legally you
28 cannot put such input out on the net. If you read your invoice we can legally sue you for any positive

1 OR negative reviews . . . Please remove your negative comments or we have no choice to seek legal
2 actions against you . . . Hope to hear from you soon. John Mercurio owner.”

3 17. A true and correct copy of the publicly available Yelp profile page for Ellyn M.,
4 available at http://www.yelp.com/user_details?userid=dcuTyUmp5K4WuQma3fkNZQ, is attached as
5 Exhibit 5. On this page, Ellyn M. states that users can “find me on facebook under ellyn mercurio.”

6 18. A true and correct copy of the Facebook page for “Ellen Mercurio,” available at
7 <https://www.facebook.com/people/Ellen-Mercurio/100000163710129>, is attached as Exhibit 6. On
8 this page, Ms. Mercurio identifies herself as an owner of Wheel Techniques.

9 19. The seventh Wheel Techniques review removed for violations of Yelp’s Terms of
10 Service was a 5-star review from a user that identified itself as Axiom Auto Group. This review
11 (along with all other reviews posted by that user) was removed by Yelp’s User Operations team when
12 the user’s account was closed on October 7, 2009, due to unauthorized promotional conduct on
13 Yelp’s website that violated Yelp’s Terms of Service, which provide that a user cannot “[p]romote a
14 business or other commercial venture or event, or otherwise use the Service for commercial purposes,
15 except in connection with a Business Account and as expressly permitted by Yelp.” Exhibit 1 at
16 Section 6.A.iv. and Exhibit 2 (“Promotional content: Unless you’re using your Business Owners
17 Account to add content to your business’s profile page, we generally frown upon promotional
18 content. Let’s keep the site useful for consumers and not overrun with commercial noise from every
19 user.”).

20 **Renaissance Furniture**

21 20. I have reviewed Yelp’s records pertaining to Plaintiff Renaissance Furniture
22 Restoration, of San Francisco, California. As of July 21, 2011, Renaissance Furniture Restoration
23 had 14 active, unfiltered reviews (with a 5 star rating), 14 reviews that were filtered by Yelp’s
24 automated review filter, three reviews that Yelp’s User Operations team removed for violations of
25 Yelp’s Terms of Service, and two reviews which were removed by the users themselves .

26 21. Of the three Renaissance Furniture Restoration reviews removed for violations of
27 Yelp’s Terms of Service, one was a 5-star review submitted by user Boris L., one was a 5-star review
28 submitted by user Zhopik b., and one was a 5-star review submitted by user Dan H. Boris L.’s 5-star

review of Renaissance Furniture Restoration was removed on October 14, 2009 for violating Yelp's Terms of Service and Content Guidelines which prohibit reviews that are "conflicts of interest." Exhibit 2 ("Conflicts of interest: Your reviews should be unbiased and objective. For example, businesses and their employees shouldn't write reviews about themselves or their competitors."). Boris L. had identified himself to Yelp during his account creation as Boris Levitt, who is the owner of Renaissance Furniture Restoration. This removed review was also marked as "Untrustworthy (Filtered)" by Yelp's review filter, meaning that even if it had not been removed by Yelp's User Operations team, it would be filtered by Yelp's automated software and would not show up on Renaissance Furniture Restoration's main Yelp profile page.

22. A true and correct copy of the Yelp profile page for Boris L. available at http://www.yelp.com/user_details?userid=EQ0Ln_QuAPKFXwFp6TmgOw, is attached as Exhibit 7. On this page, Boris L. states that his blog or website is <http://www.renarest.com>.

23. A true and correct copy of the webpage available at <http://www.renarest.com> is attached as Exhibit 8. This webpage is the website for Renaissance Furniture Restoration.

24. Zhopik b.'s 5-star review of Renaissance Furniture Restoration was removed on October 8, 2009 for violating Yelp's Terms of Service and Content Guidelines, which prohibit reviews that do not reflect "firsthand consumer experience." Exhibit 2 ("Personal experience: We want to hear about your firsthand consumer experience, not what you heard from your co-worker or significant other."). Zhopik b.'s review violated these prohibitions.

25. Dan H.'s 5-star review of Renaissance Furniture Restoration was removed (along with all other reviews posted by that user) by Yelp's User Operations team when the user's account was closed on March 23, 2010 due to his posting of inappropriate content on Yelp. Exhibit 2 ("Inappropriate content: Colorful language and imagery is fine, but there's no need for threats, harassment, lewdness, hate speech, and other displays of bigotry.").

Cats & Dogs Animal Hospital

26. I have reviewed Yelp's records pertaining to Cats and Dogs Animal Hospital of Long Beach, California. As of July 21, 2011, Cats and Dogs Animal Hospital had 49 active, unfiltered reviews (with a 4 star average rating), 24 reviews that were filtered by Yelp's automated review

1 filter, five reviews or review updates that Yelp's User Operations team removed for violations of
 2 Yelp's Terms of Service, and 4 reviews which were removed by the users themselves.

3 27. Of the five Cats and Dogs Animal Hospital reviews or review updates removed for
 4 violations of Yelp's Terms of Service (three of which were 1-star reviews), three (one 5-star review,
 5 one 3-star review and one 1-star review) were removed on February 26, 2010, March 4, 2010, and
 6 March 19, 2010 because they did not reflect "firsthand consumer experience." Exhibit 2 ("Personal
 7 experience: We want to hear about your firsthand consumer experience, not what you heard from
 8 your co-worker or significant other."). The fourth review (a 1-star review) was removed on May 13,
 9 2009 because it revealed the license plate of a veterinarian at Cats and Dogs Animal Hospital, and
 10 therefore violated Yelp's Terms of Service and Content Guidelines, which provide "[d]on't publicize
 11 other people's private information" and prohibit users from disclosing others' private information in
 12 reviews. Exhibit 2. Finally, a 1-star review update was removed on January 13, 2010 because it did
 13 not reflect any new consumer experience. Exhibit 2 ("Review updates: Review updates should
 14 reflect a new experience or interaction with the business. Don't tell the same old story you've already
 15 told.").

16 **Marina Dental Care**

17 28. I have reviewed Yelp's records pertaining to Marina Dental, formerly Marina Dental
 18 Care, of San Francisco, California. As of July 21, 2011, Marina Dental had 16 active, unfiltered
 19 reviews (with a 3.5 star average rating), 86 reviews that were filtered by Yelp's automated review
 20 filter, nine reviews or review updates that Yelp's User Operations team removed for violations of
 21 Yelp's Terms of Service, three reviews that Yelp's User Operations team removed (along with all
 22 other reviews of the users) when the users accounts were closed at their request, and two reviews
 23 which were removed by the users themselves.

24 29. Of the nine Marina Dental reviews removed for violations of Yelp's Terms of Service,
 25 eight were removed on November 30, 2010 (along with all other reviews by the users) because the
 26 users' accounts were closed by Yelp for creating multiple accounts in violation of Yelp's Terms of
 27 Service and Content Guidelines, which state that "[y]ou may not . . . create multiple Personal
 28 Accounts." Exhibit 1 at 4.D.1. The ninth review, a one star review, was removed on December 23,

2010 because it was a review update which violated Yelp's Terms of Service and Content Guidelines, which state "[r]eview updates should reflect a new experience or interaction with the business. Don't tell the same old story you've already told." Exhibit 2.

30. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on July 22, 2011 at San Francisco, California

/s/
Ian MacBean

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EXHIBIT 1

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Now in the UK!

Friends' Activity  Sign Up for Yelp Log In



Real people. Real reviews.®

Search for (e.g. taco, cheap dinner, Max's)

Near (Address, Neighborhood, City, State or Zip)

San Francisco, CA

Search

Welcome About Me Write a Review Find Reviews Invite Friends Messaging Talk Events Member Search

Terms of Service

Last Updated on July 21, 2010

These terms and conditions (the "**Terms of Service**") govern your access to and use of Yelp's websites and mobile applications that link to or reference these Terms of Service (collectively, the "**Service**"). By accessing or using the Service, you are agreeing to these Terms of Service and concluding a legally binding contract with Yelp! Inc. ("**Yelp**"). Do not access or use the Service if you are unwilling or unable to be bound by the Terms of Service.

1. DEFINITIONS

A. Parties

"**You**" and "**your**" refer to you, as a user of the Service. A "**user**" is someone who accesses, browses, crawls, scrapes, or in any way uses the Service. "**We**", "**us**", and "**our**" refer to Yelp.

B. Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**Your Content**" means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, compliments, invitations, check-ins, messages, and information that you publicly display or displayed in your account profile. "**User Content**" means Content that users submit or transmit to, through, or in connection with the Service. "**Yelp Content**" means Content that we create and make available in connection with the Service. "**Third Party Content**" means Content that originates from parties other than Yelp or its users, which is made available in connection with the Service. "**Site Content**" means all of the Content that is made available in connection with the Service, including Your Content, User Content, Third Party Content, and Yelp Content.

2. CHANGES TO THE TERMS OF SERVICE

We may modify the Terms of Service from time to time. When changes are made, we will notify you by making the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. You should revisit these Terms of Service on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of new Terms of Service. **You understand and agree that your continued access to or use of the Service after any posted modification to the Terms of Service indicates your acceptance of the modification.**

3. TRANSLATION

We may translate these Terms of Service into other languages for your convenience. Nevertheless, the English version governs your relationship with Yelp, and any inconsistencies among the different versions will be resolved in favor of the English version.

4. USING THE SERVICE

A. Eligibility

To access or use the Service, you must be 18 years or older and have the requisite power and authority to enter into these Terms of Service. You may not access or use the Service if you are a competitor of ours or if we have previously banned you from the Service or closed your account.

B. Permission to Use the Service

We grant you permission to use the Service subject to the restrictions in these Terms of Service. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

C. Site Availability

The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

D. User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

There are two types of accounts:

- A "**Personal Account**" is an account for your personal, non-commercial use only. In creating a Personal Account, we ask that you provide complete and accurate information about yourself to bolster your credibility as a contributor to the Service. You may not impersonate someone else (e.g., adopt the identity of a celebrity or your next-door neighbor), create or use an account for anyone other than yourself, provide an email address other than your own, or create multiple Personal Accounts. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with Yelp. Please read our Privacy Policy for more information.
- A "**Business Account**" is an account to be used solely for the purpose of representing your business in connection with the Service. In creating or updating a Business Account, you must be an authorized representative of the business in question, and you must provide complete and accurate information about yourself and the business you represent, including an unobstructed photo of yourself to be displayed in connection with your Business Account. You may not provide an email address that is not your own. If you are no longer an authorized representative of the business in question, you must close your Business Account immediately.

E. Communications from Yelp and other Users

By creating an account, you agree to receive certain communications in connection with the Service. For example, you might receive compliments or friend requests from other Users. You will also receive our weekly e-mail newsletter about happenings in your neighborhood. You can opt-out of non-essential communications here

5. CONTENT

A. Responsibility for Your Content

You alone are responsible for Your Content, and once published, it cannot always be withdrawn. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You represent that you own, or have the necessary permissions to use and authorize the use of Your Content as described herein. You may not imply that Your Content is in any way sponsored or endorsed by Yelp.

You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

B. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into advertisements and other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms ("**Other Media**"). As such, you hereby irrevocably grant us world-wide, non-exclusive, royalty-free, sublicensable, transferable rights to use Your Content for any purpose. You also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media. Finally, you irrevocably waive, and cause to be waived, against Yelp and its users any claims and assertions of moral rights or attribution with respect to Your Content. By "use" we mean use, copy, publicly perform or display, distribute, modify, translate, and create derivative works of Your Content.

C. Ownership

As between you and Yelp, you own Your Content. We own the Yelp Content, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, aggregate user review ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (the "**IP Rights**") associated with the Yelp Content and the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the Yelp Content in whole or in part except as expressly authorized by us. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to the Service and the Yelp Content are retained by us.

D. Advertising

Yelp and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertising are subject to change without specific notice to you.

E. Content Feeds

We make some of the Site Content (the "**Feed Content**") available via Real Simple Syndication and Atom feeds (the "**Feeds**"). You may access and use the Feeds in order to display Feed Content on your personal computer, website, or blog ("**Your Site**"), provided that (i) your use of the Feeds is for personal, non-commercial purposes only, (ii) your display of the Feed Content links back to the relevant pages on Yelp's websites, and attributes Yelp as the source of the Feed Content, (iii) your use or display of the Feed Content does not suggest that Yelp promotes or endorses any third party causes, ideas, websites, products or services, including Your Site, (iv) you do not redistribute the Feed Content, and (v) your use of the Feeds does not overburden Yelp's systems. Yelp reserves all rights in the Feed Content and may terminate the Feeds at any time. Please select "Partnerships" on our contacts page here to inquire about other possible uses of the Feeds.

F. Other

We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion and without notice to you. For example, we may remove a review if we believe it violates our Content Guidelines. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

6. RESTRICTIONS

We are under no obligation to enforce the Terms of Service on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms of Service, we reserve the right to investigate and take appropriate action at our sole discretion.

A. You agree not to, and will not assist or enable others to use the Service to:

- i. Violate our Content Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or writing a review that you were paid for either directly or indirectly by the business being reviewed;
- ii. Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- iii. Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- iv. Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Business Account and as expressly permitted by Yelp;
- v. Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results or any third party website;
- vi. Solicit personal information from minors, or submit or transmit pornography; or
- vii. Violate any applicable law.

B. You also agree not to, and will not assist or enable others to:

- i. Violate the Terms of Service;
- ii. Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Site Content (other than Your Content), except as expressly authorized by Yelp;
- iii. Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service or any Site Content;
- iv. Reverse engineer any portion of the Service;
- v. Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;
- vi. Record, process, or mine information about other users;
- vii. Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;
- viii. Reformat or frame any portion of the Service;

- ix. Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on Yelp's technology infrastructure or otherwise make excessive traffic demands of the Service;
- x. Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;
- xi. Use the Service or any Site Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- xii. Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;
- xiii. Use the Service to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Service or Site Content; or
- xiv. Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Service, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Service.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us here, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

7. GUIDELINES AND POLICIES

A. Content Guidelines

You represent that you have read and understood our Content Guidelines.

B. Privacy

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms of Service and Privacy Policy; (iii) comply with legal process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you use the Service outside of the United States, you consent to having your personal data transferred to and processed in the United States.

C. Copyright And Trademark Disputes

Please see our Infringement Policy for information about copyright and trademark disputes.

8. SUGGESTIONS AND IMPROVEMENTS

By sending us any ideas, suggestions, documents or proposals ("**Feedback**"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback.

9. THIRD PARTIES

The Service may include links to other websites or applications (each, a "**Third Party Site**"). We do not control or endorse any Third Party Site. You agree that we are not responsible for the availability or contents of such Third Party Sites. Your use of Third Party Sites is at your own risk.

Some of the services made available through the Service are provided in connection with third parties and subject to additional terms posted here which are incorporated herein by reference.

10. INDEMNITY

You agree to indemnify and hold Yelp, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party due to or arising out of (i) your access to or use of the Service, (ii) your violation of the Terms of Service, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. Yelp reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Yelp. Yelp will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF YELP AND ITS SUBSIDIARIES, AFFILIATES, AND LICENSORS (COLLECTIVELY, THE "YELP ENTITIES"). EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED.

- A. THE SERVICE AVAILABLE IS MADE AVAILABLE TO YOU ON AN "AS IS" BASIS. YOUR USE OF THE SERVICE IS AT YOUR OWN DISCRETION AND RISK.
- B. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE CONDUCT OF THIRD PARTIES. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER MISUSES YOUR CONTENT OR IDENTITY, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES LISTED ON THE SERVICE.
- C. THE YELP ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, AND REVIEWS, OR THE SAFETY OR SECURITY OF THE SERVICE. ACCORDINGLY, THE YELP ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, OR REVIEWS, OR THE SAFETY OR SECURITY OF THE SERVICE.
- D. THE YELP ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- E. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICE OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICE.
- F. THE YELP ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICE OR THESE TERMS OF SERVICE IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE YELP ENTITIES IN CONNECTION WITH THE SERVICE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.
- G. THE YELP ENTITIES DISCLAIM ALL LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) LOSS OF OR DAMAGE TO REPUTATION OF YELP OR ANY THIRD PARTY, OR (v) LOSS OF INFORMATION OR DATA.

12. CHOICE OF LAW AND VENUE

California law will govern these Terms, as well as any claim, cause of action or dispute that might arise between you and Yelp (a **"Claim"**), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN SAN FRANCISCO COUNTY, CALIFORNIA.

13. TERMINATION

- A. You may terminate the Terms of Service at any time by closing your account, discontinuing your use of the Service, and providing Yelp with a notice of termination here. If you close your account, we may continue to display Your Content where it implicates other users (e.g., compliments that you have sent to other users and comments that you have posted to Yelp Talk).
- B. We may close your account, suspend your ability to use certain portions of the Service, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Service, Your Content, Site Content, or any other related information.
- C. In the event of any termination, whether by you or us, Sections 1, 5, 6, 10 - 14 of these Terms of Service will continue in full force and effect, including our right to use Your Content as detailed in Section 5.

14. GENERAL TERMS

- A. We reserve the right to modify, update, or discontinue the Service at our sole discretion, at any time, for any or no reason, and without notice or liability.
- B. We may provide you with notices, including those regarding changes to the Terms of Service by email, regular mail or communications through the Service.
- C. Except as otherwise stated in Section 9 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- D. The Terms of Service contain the entire agreement between you and us regarding the use of the Service, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms of Service.
- E. Any failure on Yelp's part to exercise or enforce any right or provision of the Terms of Service does not constitute a waiver of such right or provision. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.
- F. If any provision of the Terms of Service is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms of Service shall otherwise remain in full force and effect and enforceable.
- G. The Terms of Service are not assignable, transferable or sublicensable by you except with Yelp's prior written consent, but may be assigned or transferred by us without restriction. Any assignment attempted to be made in violation of the Terms of Service shall be void.
- H. The section titles in the Terms of Service are for convenience only and have no legal or contractual effect.

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EXHIBIT 2

CV 10-01321 EMC
CV 10-02351 EMC

000233

Now in the UK!

Friends' Activity  Sign Up for Yelp Log In



Search for (e.g. taco, cheap dinner, Max's)

Near (Address, Neighborhood, City, State or Zip)
San Francisco, CA

Search

Welcome About Me Write a Review Find Reviews Invite Friends Messaging Talk Events Member Search

Content Guidelines

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General Guidelines

Yelp allows users to contribute different kinds of content, including reviews, photos, events, private messages, and more. Playing nice isn't rocket science, but just in case, we've put together these general guidelines. Please also read the guidelines below for specific types of content that you might contribute to the site.

- **Inappropriate content:** Colorful language and imagery is fine, but there's no need for threats, harassment, lewdness, hate speech, and other displays of bigotry.
- **Promotional content:** Unless you're using your Business Owners Account to add content to your business's profile page, we generally frown upon promotional content. Let's keep the site useful for consumers and not overrun with commercial noise from every user.
- **Find the right forum:** Please make sure your contributions are relevant and appropriate to the forum. For example, reviews aren't the place for random rants about a business's employment practices, political ideologies, or other matters that don't address the core of the consumer experience. Some things are better addressed in other forums.
- **Privacy:** Don't publicize other people's private information. While some businesses may be identified by the people behind them (e.g., real estate agents, doctors, etc.), you should generally avoid posting other people's full names, personal phone numbers and email addresses — and avoid uploading close-ups of other people without their permission.
- **Intellectual property:** Don't swipe content from other sites or users. You're a smart cookie, so write your own reviews and take your own photos, please!

Additional Guidelines [Collapse All](#)

▼ Review Guidelines

The best reviews are passionate and personal. They offer a rich narrative, a wealth of detail, and a helpful tip or two for other consumers. Here are some additional thoughts for conscientious reviewers.

- **Personal experience:** We want to hear about your firsthand consumer experience, not what you heard from your co-worker or significant other. Try to tell your own story without resorting to broad generalizations and conclusory allegations.
- **Accuracy:** Make sure your review is factually correct. Feel free to air your opinions, but don't exaggerate or misrepresent your experience. We don't take sides when it comes to factual disputes, so we expect you to stand behind your review.
- **Conflicts of interest:** Your reviews should be unbiased and objective. For example, businesses and their employees shouldn't write reviews about themselves or their competitors.
- **Review updates:** Review updates should reflect a new experience or interaction with the business. Don't tell the same old story you've already told.

▼ Photo Guidelines

A picture is worth a thousand words. You can upload photos to your personal account and any business listing. The best business photos reflect the typical consumer experience (e.g., what the business looks like, what the business offers, etc.). Photos and captions that reflect your personal experience are better uploaded to your personal account.

▼ User Profile Guidelines

Don't be shy — use your account profile to let people know who you are and what makes you tick. Users want to read reviews from people they know and trust (not those with profiles that are empty or laced with inappropriate content).

▼ Talk Guidelines

Talk is a place for fun, open, and honest conversations about what's going on in your community. While it's easy to engage and post on Talk, take care with what you post since you can't subsequently delete it. A dash of common sense goes a long way. And since user trust and transparency are important to us, anonymous users who are disruptive to the community will probably be dealt with more sternly than those who stand behind their words.

▼ Messaging Guidelines

Yelp has a handy messaging feature to keep you connected with your fellow yelpers. First off, please don't use this feature to harass other users or send other inappropriate content. Second, user accounts are for personal, non-commercial use only. Business owners should message reviewers using their free Business Owners Account. In order to do so, we ask that they upload a clear photo of themselves to help personalize their message.

▼ Event Guidelines

Heard about a great event in the neighborhood? Great! Post it to the Events tab on Yelp. Please don't use Events to post your recurring promotional announcements and sales. We also like to keep the content fresh, so please don't post events more than 6 months in advance.

▼ Offer and Announcement Guidelines (for Business Owners)

You can use this feature to tell your customers about events being hosted by your business, special offers and promotions, and other news about your business (e.g. a new menu or location). Please don't use the feature to disparage other businesses, users or Yelp; request or solicit reviews from users; or respond to user reviews.

▼ Public Comment Guidelines (for Business Owners)

Private messaging is often the best way to resolve a dispute with an unhappy customer, but business owners can also address issues publicly by posting a public comment. As with private messaging, we ask that business owners upload a clear photo of themselves to help personalize their message. Don't use public comments to launch personal attacks, advertise, or offer an incentive to change a review.

▼ Video Guidelines (for Business Owners)

Videos are a great way for businesses to promote themselves. Be as creative as you can, but please keep it clean. We're not big fans of imagery showing violence, drug use, nudity, near nudity, or suggestive acts. Also, please don't use your video to disparage other businesses, users or Yelp; request or solicit reviews from users; or respond to user reviews.

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EXHIBIT 3

CV 10-01321 EMC
CV 10-02351 EMC

000236

ELLYN MERCURIO (34)

- ☐ May 02, 2011 13:33:24 / 5 Stars
 - Untrustworthy (Filtered)
 - English

Best repair shop ever. Yes there are some haters out there but I love this place and the customer service is awesome. Been in business for over 23 years which says something right there. Hit a curb? See Wheel Techniques.

- ☐ Apr 22, 2010 12:32:22 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:09)
 - Untrustworthy (Filtered)

Lots of hating people nowadays. I had a good experience here would come back again.

- ☐ Apr 08, 2010 10:15:38 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:09)
 - Untrustworthy (Filtered)

After seeing the not so great reviews on this place , I checked it out for myself. Customer service was good and my work was completed on time. They have been in business for along time so I would highly guess that they know what they're doing here. Product came out perfect (black chrome) and is even guaranteed for one year. GREAT!!!

- ☐ Nov 11, 2009 11:01:01 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:09)
 - Untrustworthy (Filtered)

Still great after all these years. I would'nt trust my 22" rims to anyone else. My porsche looks show ready!!

- ☐ Feb 19, 2009 20:14:18 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:10)
 - Untrustworthy (Filtered)

excellent business, helped me out from buying a new wheel!!!

000237

- ☐ Nov 26, 2008 21:22:38 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:10)
 - Untrustworthy (Filtered)

awsome

- ☐ Nov 24, 2008 08:52:43 / 5 Stars
 - Removed By Admin (2011-03-31 15:02:10)
 - Untrustworthy (Filtered)

4 your info They repair all of Wheels America, Americas tire, and many other shops
mess ups!!!!

000238

EXHIBIT 4

CV 10-01321 EMC
CV 10-02351 EMC

000239



REDACTED

flagged conversation

no-reply@yelp.com <no-reply@yelp.com>

Tue, Feb 23, 2010 at 10:54 AM

To: REDACTED @yelp.com

Flagged by: Vincent S. http://www.yelp.com/user_details?userid=fuz9jc4RD9H56leao_IIIQOffending user: ELLYN M. http://www.yelp.com/user_details?userid=dcuTyUmp5K4WuQma3fkNZQ

Type: conversation

COMMENT: There's nothing on the invoice that says I'm not allowed to post positive or negative reviews, and now they're threatening me with legal action?

Is Yelp going to allow this?

CONVERSATION:

Subject: Bad review to Wheel techniques

[02/23/10: 09:59] ELLYN M.: Dear Vincent, We here at Wheel Tech really feel put down by your recent review and want to let you know that legally you cannot put such input out on the net. If you read your invoice we can legally sue you for any positive OR negative reviews. (read the invoice) We are willing to fix any customers problem if you just speak to the owners. I know its very hard to do but we are very helpful in making our customers as happy with their work as can be. Maybe its easier to bring us down on the net ,but it is your choice. Please remove your negative comments or we have no choice to seek legal actions against you. Again, we are very willing to help you with your bubbling of the wheels if you contact soon.We have been in business for over 23 years and stand proud to our work. Hope to hear from you soon. John Mercurio owner

EXHIBIT 5

CV 10-01321 EMC
CV 10-02351 EMC

000241



[Profile Home](#) [Lists](#) [Reviews](#) [Compliments](#) [Friends](#) [Bookmarks](#) [Events](#)

ELLYN "ellymay" M.'s Profile

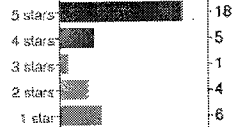


"new yelper"

- 1 Friend
- 34 Reviews
- 6 Review Updates
- 1 Fan
- 2 Local Photos

Send Compliment
Send Message

Rating Distribution



View more graphs »

Review votes:
9 Useful, 3 Funny, and 3 Cool

Location
Santa Clara, CA

Yelping Since
October 2008

Things I Love
horses, dogs, and hot fudge sundaes

Find Me In
antique stores

My Hometown
rochester ny

My Blog Or Website
find me on facebook under ellyn mercurio

When I'm Not Yelping...
playing with my dogs

Why You Should Read My Reviews
im honest

My Second Favorite Website
ebay

The Last Great Book I Read
Patrick Swayze (his life and loves)

My First Concert
Tom Petty

My Favorite Movie
any Tom Cruise flick

My Last Meal On Earth
steak n potatoes

Don't Tell Anyone Else But...
I always order extra carmel and ranch dressing

Most Recent Discovery
a secret little Mexican restaurant in Almaden

Current Crush
James Franco HOT STUFF

Flag this profile

Recent Reviews 34 Reviews

Filter by: Location Category

Search Reviews

Sort by: Date

Wheel Techniques

Categories: Tires, Auto Repair

3280 Edward Ave
Santa Clara, CA 95054
(408) 496-6363

★★★★★ 5/2/2011

Best repair shop ever. Yes there are some haters out there but I love this place and the customer service is awsome. Been in business for over 23 years which says something right there. Hlt a curb? See Wheel Techniques.

Bookmark Send To A Friend Link to this Review

House of Genji

Categories: Japanese, Steakhouses

1335 N 1st St
San Jose, CA 95112
(408) 453-8120

★★★★★ 5/2/2011

Ken and Peter are the best bartenders around! Great conversation and they wait on u hand and foot:) I love the fusion asian salad (Kens speciality) and the sushi and calamari cant be beat. Dining at the tables is also a great experience and fun for everyone. I always get the steak dinner. You'll love this place.

Bookmark Send To A Friend Link to this Review

Yard House

Categories: American (New), Asian Fusion

300 Santana Row
San Jose, CA 95128
(408) 241-9273

★★★★★ 5/2/2011

Went to check out this joint as there is alot of talk about the newest beer hang in town (over 100 beers on tap:) Wow what a wait (2 hours). But we took our pager to Maggianos and kicked it with a couple drinks and before we knew it it was time to head back to Yard House. Service was excellent and we got the best table in the house. The raspberry beer is awsome and i didnt even want to try anymore after that. I do love the white beers though. Food was excellent also and i liked the fact of pricing from \$2-\$35, so you dont go broke and can have some snacks. Overall experience was very good. -one star for the long wait but it was just crazy as they just opened up. Check it out:)

Bookmark Send To A Friend Link to this Review

San Pedro Square Bistro & Wine

Categories: Wine Bars, Restaurants

20 N Almaden Ave
San Jose, CA 95112
(408) 298-9463

★★★★★ 5/2/2011

Absolutely just LOVE this place. They have such a great atmosphere in and out and its so relaxing and romantic. Try the pork sandwich or the pastrami. The salads are awsome and they even put pine nuts on them:) YUMMY Bring breathe mints caus they do serve garlic fries with everything! 5 stars all the way for service food and atmosphere!!

Bookmark Send To A Friend Link to this Review

Santa Clara Pet Hospital

Category: Veterinarians

830 Kiely Blvd
Santa Clara, CA 95051
(408) 296-5857

★★★★★ Update - 4/19/2011

Im updating my review from 2008 since i see that alot of people like this place. I dont. My little chi died here because of vet voodoo. Dr Jennifer Lawrence operated on him and he was only three months old, and 2 pounds. She did "exploratory surgery on him and he suffered for 4 days after that. She kept giving him meds and he was bleeding inside. Finally all his insides came out his rear end while i was holding him in front of my daughters. Ok so shes great with new patients with young animals just starting out and needing pup or kittens shots, which isnt that hard but beware of surgery. She talked me into him having surgery and said he would die if i didnt have it. Big mistake i wish he was still here. Thanks alot Dr J Lawrence for nothing. Dr Littlehale was rude and told me to take my dead dog elsewhere after Jennifer killed him. 3 years later and i miss him. I also paid over \$2500.00 for nothing.

1 Previous Review: Hide »

★★★★★ 10/2/2008

1 Friend



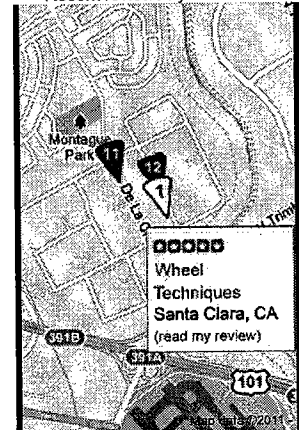
Peter B.

No Lists



ELLYN hasn't made any lists yet.

Recent reviews by ELLYN M.



I want this bling on my blog »

My baby died from surgery at this place. He was a four month chihuahua and only weighed 2 pounds when I decided to take him into Santa Clara Pet. He was acting funny and I thought he had swallowed a stuffed animal. Dr Lawrence said she would watch him and take xrays for me that day. That afternoon she called me and said that the xrays reveiled some matter in his stomache and she needed to do emergency surgery or he would die. With the emormous love we had for this pup, I immediately said ok and she gave me NO OPTIONS. The next day I picked him up he was a shriveled up pup and sad as ever. He kept moaning like he was in pain but the Dr assured me he would be fine and pull through. He would not eat the next couple of days so I brought him in again. She reccommended broth but he wouldnt do anything but moan. She decided to give him a medication which tricks the brain into eating. She also let me know that the operation was not really necessary, as she didnt find anything in the pups stomache during surgery! I tried desperately to help him and sat for hours and hours thru the nite with him on my lap. My family was devoustated. The next morning he was skin and bones laying in my daughters bed. I desperately called Dr Lawwrence at home and cried to her what I should do. She replied "just meet me at the hospital and we will put him to sleep ,theres nothing we can do now. " I felt angry that she had operated on a little pup weighing just 2 pounds. When I picked up my pup to put him out of his misery, his insides fell out his rear end and we all screamed. This woman put my pupand our family through hell and he suffered! When I arrived at the hospital to put him down, Dr Lawrence wasnt even there. It was Dr Little something and he was very blunt and rude!!! Ikept telling him that he shouldnt have had surgery and he end up saying "Do you just want to take your dog and leave?" I could not believe it! No im sorrys or anything. They ended up charging me \$2500.00 plus \$150.00 to put him out of his misery. I have other people who live on my street that will not go here. Please do not bring your pets here. They made the wrong choice for my baby and they may do the same for you. He died April 29,08 and we think of him everyday. They were so nice to send and charge me for a generic so-sorry card though.

Bookmark Send To A Friend Link to this Review

Amici's East Coast Pizzeria
 Categories: Pizza, Italian

225 W Santa Clara St
 San Jose, CA 95113
 (408) 289-9000

★★★★★ 3/21/2011

Excellent pizza. Real close to tyn with ChicagoPizza though. Service was fantastic. Bread sticks are a must here!!!! Heard all about it on the radio and im glad i went. A tiny bit pricy though for a pizza joint.

Bookmark Send To A Friend Link to this Review

Pizz'a Chicago
 Category: Pizza

1576 Halford Ave
 Santa Clara, CA 95051
 (408) 244-2246

★★★★★ 3/21/2011

Best pizza ever!!!!!!Its always busy and thats a great sign of a great tastn pizza!!!!!! They also have great sanwiches. If u like roast beef, try the papa bear with spicy beef and melted swiss and jalopeanos toasted on a french roll!!! Yum im hungry already:)Lets Go

Bookmark Send To A Friend Link to this Review

Roadsport
 Category: Car Dealers

86 Railway Ave
 Campbell, CA 95008
 (408) 205-4567

★★★★★ 2/6/2011

Awsome well maintained autos and excellent customer service. These folks will go above and beyond helping their clients to full satisfaction. Find your next auto here, you wont regret it!

Bookmark Send To A Friend Link to this Review

The Fish Market
 Category: Seafood

3775 El Camino Real
 Santa Clara, CA 95051
 (408) 246-3474

★★★★★ Update - 12/27/2010

Dropped by on Xmas Eve and they were just closing shop. They let us in thank god cause i was craving their red snapper with rice and a big bowl of clam chowder. I thought for sure the service and or food would have a little problem as all the staff were eagerly wanting to go home and celebrate the occasion. I was wrong. The order came perfect as usual and the waitress was very friendly. They let us stay as long as

we wanted and we even watched some sports in the bar area. I love u Fish Market.
Keep up the good work. YUM

1 Previous Review: Hide »

★★★★ 3/26/2010

Head for the Oyster bar. Its worth the wait. Incredibly great personal service here.
The Clams Kilpatrick is awesome with burnt garlic bread. The black mussels cant be
beat. I just LOVE THIS PLACE! You'll be back before you know it! Trust me.....

Bookmark Send To A Friend Link to this Review

Rok
Categories: American (New), Fondue

124 S Murphy Ave
Sunnyvale, CA 94086
(408) 733-7651

★★★★ 12/10/2010

We were referred by a friend to Roc and guaranteed that the steak was the best
anywhere. I love a good steak so i thought id check it out. It was a weekday eve and
we had a party of 7. We were seated right away(excellent). After recieving the menu
we were a bit confused and had to ask directions on eating. Its a fondue joint with the
heating pots in front of you. You also get a large rock to cook your raw meat and
veggies on. OK sounds great and fun and interesting and all that, BUT the portions
were extremely small and the prices were crazy! Yes the meat was very good but I left
here starving and we hit the first Taco Bell we could find. The bill came to over \$150.00
and thats with 2 kids meals 2 beers and the rest of us splitting 2 adult meals
OOOPPPSSS guess i wont be going back again unless im in the mood to waste
money and starve to death.

Bookmark Send To A Friend Link to this Review

More »

EXHIBIT 6

CV 10-01321 EMC
CV 10-02351 EMC

000246

000247

Search

Ellen Mercurio (Ellen Millett Mercurio)

Add Friend

Owner at Wheel Techniques Studied at San Jose State University Lives in Santa Clara, California Married From Rochester, New York Born on February 1

Home

Profile

Account


Wall

Info


Questions

Friends


Friends (683)




Danny Chavez




Susan Lewis




Jacky Flores




Dodie Caldwell



Sakura Alicia Zamora




Steve M. Genakos




Alan Atkins


Education and Work




Wheel Techniques
Owner · Feb 1987 to present
repair of rim on autos and motorcycles



wheel techniques




San Jose State University
Class of 1985




Leland High
Class of 1980


Sports



SHARKS
OFFICIAL
FACEBOOK
PAGE




CHAMPIONS




SF


Employers




Wheel Techniques
Owner · Feb 1987 to present
repair of rim on autos and motorcycles



wheel techniques




San Jose State University
Class of 1985




Leland High
Class of 1980


High School



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CHAMPIONS




SF


College



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CHAMPIONS




SF


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Message


Chat (17)



Jennifer Americano




Cindy Snell




Doug Hartsell


Family




Krysta Mercurio
Daughter




Kylie Mercurio
Daughter




Kaylyn Atkins
Niece



Leanna Atkins
Niece




Jeffrey Mercurio
Nephew




Nica Mae Mercurio
Niece

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Favorite Athletes



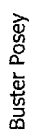
49ers




San Francisco Giants



San Jose Sharks

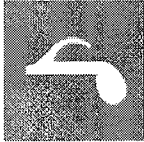


Buster Posey




Jerry Rice


Arts and Entertainment




Rock and Jazz




CHRIS JACKSON



Usher




AC/DC



Nickelback

Music

Movies



The Proposal

Television



American Idol and Americas



Two and a Half Men



Two and a Half Men

Chat (17)

Activities and Interests

Activities



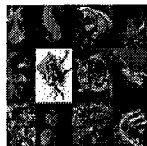
I Also Love Art



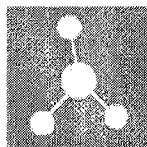
Bret Farve

More

Interests



Animals



Dirt Bikes and Fast Cars

Show Other Pages

Basic Information

About Ellen

<http://www.wheeltechniques.com/> and www.sikindustries.com

Relationship Status

Married

Sex

Female

Contact Information

Email

jmm_46@yahoo.com

Chat (17)

000249

EXHIBIT 7

CV 10-01321 EMC
CV 10-02351 EMC

000251



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Boris "The Renaissance Man" L.'s Profile

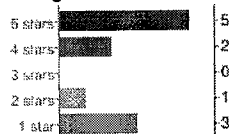


"They said it couldn't be done"

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Review votes:
 3 Useful, 1 Funny, and 2 Cool

Compliments

1

Location
 San Francisco, CA

Yelping Since
 June 2007

Things I Love
 Honest people

My Blog Or Website
<http://www.renarest.com>

My Second Favorite Website
<http://1600ocean.web.o...>

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Cirque du Soleil - CRISS ANGEL Believe
 Category: Performing Arts

3900 Las Vegas Blvd S
 Las Vegas, NV 89119
 (800) 557-7428

7/20/2011

Do you remember that kid's birthday party, and the "magician" who was invited to perform there for a couple of hundred bucks? That was much better, and definitely less expensive show than "BeLIve" by Criss Angel.

Call me a spoiled one, but I saw Siegfried & Roy, David Copperfield, Lance Burton, and many others. I was hopping to see something from the same level of professionalism. Not a chance.

Also I can't understand why it is called "Cirque du Soleil"? After "O", "Ka", "Zumanity", "Mystere" and all others, how they can call those clowns a "Cirque..".

Very, very disappointing. It is time for Criss to go back to the streets and practice, and practice... Don't waste your time and money.

Bookmark Send To A Friend Link to this Review

S F Housing Authority
 Neighborhood: Civic Center/Tenderloin

San Francisco, CA 94102
 (415) 554-1200

4/22/2011

I'd like to dedicate this review to the SFHA Property Manager Marie Swanson.

My mother-in-law lives in the house, which is under her management. Very often I have to contact Marie about some little problems, which always occur when you live in a big building.

Marie is always very friendly, never too busy for you, and the results are just unbelievable. She can find the way to solve the problem, which is convenient for you, and will cost you minimum time to spend.

SFHA needs more employees like Marie Swanson.

Bookmark Send To A Friend Link to this Review

Atlantis Cruises Navatek I
 Category: Boat Charters

1600 Kapiolani Blvd
 Honolulu, HI 96814
 (808) 973-1311

1/7/2011

My wife and I took "New Year's Eve Oahu Moonlight Cruise". Such a waste of time and money! New Year celebration was completely ruined. The ship took off of the pier and moved away for about 100 yards. And that's it. For two and a half hour it was staying on the same spot! What kind of "cruise" is that? The food was very plain, the drinks - juice, mixed with water. Music and singer - terrible. And for all that - \$334! One extra star is for the midnight firework, which was very close to the ship.

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Thorne Hat Shop
 Categories: Men's Clothing, Women's Clothing
 Neighborhood: Ingleside

1552 Ocean Ave
 San Francisco, CA 94112
 (415) 586-8535

1/2/2011

After sooooo many years in business, Mr. Thorn is retired. He was a nice neighbor. Hopefully, he will visit the neighborhood often.

Bookmark Send To A Friend Link to this Review

Richmond Desk Leathers
 Category: Antiques

9411 Derbyshire Rd
 Richmond, VA 23229
 (804) 741-1680

12/27/2010

Very unreliable business. I ordered the embossed leather top replacement for the antique desk. First piece had wrong dimensions. I sent it back for my own expense. Second piece not only has wrong size, but also is made out of cheap leather with



Boris has no friends.

1 Compliment



Just a Note

I hope you get all the \$\$\$ and win that lawsuit

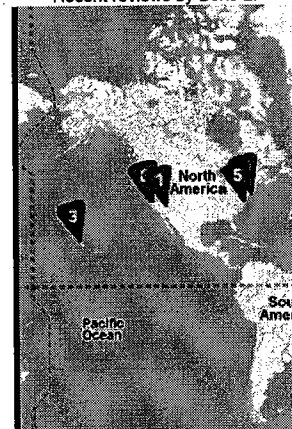
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No Lists



Boris hasn't made any lists yet.

Recent reviews by Boris L.



I want this bling on my blog »

wrinkles, all stretched out and cannot be used.
Now I am trying to get my money back, but so far - unsuccessful.

Bookmark Send To A Friend Link to this Review

Yelp 706 Mission St
San Francisco, CA 94103
(415) 908-3801
Categories: Local Flavor, Mass Media, Advertising
Neighborhood: SOMA

 Update - 12/8/2010

How interesting - all 5-stars reviews for Yelp come from the Elite members! Is Yelp so much desperate?...

I am sure this review will be filtered as soon as I posted it.

1 Previous Review: Hide »

 4/6/2010

Today, Yelp made a first step, and only a first step, to acknowledge and begin to correct a history of misrepresentation. They stepped over the point of no return. The Yelp's website has previously been given the appearance of a "marketplace for the exchange of ideas." Yelp is slowly releasing the marketplace from the appearance of a free exchange of information and maybe someday will permit a free exchange of ideas on it.

As we have demonstrated in the lawsuit on file, Yelp has a history of controlling and limiting the exchange of ideas in an effort to financially profit for them. Yelp has three independent class actions lawsuits in which allegations are that Yelp's conduct is tantamount to extortion in how they manipulate and limit the information in order to secure advertising revenue. Yelp has needlessly damaged the reputation and financial well being of so many other businesses in an effort to expand their own business. If a local newspaper were to do this, they would be run out of town. Credibility has to be earned, not purchased.

Unfortunately, rather than admit the error of their ways and to release the hostages of American Businesses, today Yelp continues the process of controlling "the free flow of ideas," virtually the First Amendment of the internet. As Yelp's CEO Mr. Jeremy Stoppelman said: "Most consumers probably won't notice the product changes announced here, but we hope this new ability to "look under the hood" will help everyone understand the lengths we've taken to ensure Yelp is the most trusted resource on the internet for connecting people with great local businesses." How Yelp might be "the most trusted resource" if even their own business page has, as of today, 2246 published reviews, and 1053 both "filtered and removed" (32%) reviews? We can just wonder what the average rate of those reviews was.

If Yelp's business model continues, our First Amendment would come with a price tag only after a profit for Yelp. Isn't it time that Yelp swallows their pride, admits their mistake, and leave Americans to exchange ideas rather than control the free flow of ideas for a profit for Yelp? One can only wonder what it will take for them to get there.

Today Yelp made just a first step.

For more information about the lawsuit please visit
<http://1600ocean....>

Bookmark Send To A Friend Link to this Review

Sakana Bune Japanese Restaurant 5701 Geary Blvd
San Francisco, CA 94121
(415) 387-8561
Categories: Japanese, Sushi Bars
Neighborhood: Outer Richmond

 6/17/2010

I like this restaurant. I like sushi. I tried almost all sushi restaurants in Richmond. For this price and quality this place of one of the best.

The only thing I don't like is that they open for dinner too late - at 5:30. Plus, it takes them about 30 - 45 minutes to refresh sushi on the boats. So, the best time to come is 6:00, which is pretty late for many to start dinner.

Try it, you won't be sorry!

Bookmark Send To A Friend Link to this Review

Century 20 Theatre

Category: Cinema

1901 Junipero Serra Blvd
Daly City, CA 94014
(650) 994-2488

★★★★★ 4/17/2010

Very convenient location, right next to the parking lot. I love that theater - it is always clean and homey. Highly recommended.

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Kome Sushi Buffet

Categories: Buffets, Japanese

1901 Junipero Serra Blvd
Daly City, CA 94014
(650) 992-8600

★★★★★ 4/3/2010

I am surprised to see here negative reviews. I went into this restaurant for a second time and still think this is the best buffet ever. The taste of the food is great, service is perfect. Not all of the waitresses speak English well enough, but who does, including myself. Thank God we were there at 5 pm and had enough time to eat without staying in the long line, which started around 6 pm. Great place, highly recommended.

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Associated Builders

Category: Roofing

Neighborhood: Bayview/Hunters Point

4026 3rd St
San Francisco, CA 94124
(415) 285-6200

★★★★★ 10/15/2009

Thank God, I changed my roof before the big storm. After a few estimates I picked Associated Builders to re-roof my house and I am so glad I choose them. Their estimator Peter is very professional and he is a nice person, too. His estimate was very reasonable for the work they were doing. They even installed two skylights - for free.

Highly recommend them for your roof problems.

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EXHIBIT 8

CV 10-01321 EMC
CV 10-02351 EMC

000256



Home
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Customer Feedback
For Sale
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Wood Floors and Cabinets

Renaissance Furniture Restoration

"They Said It Couldn't Be Done"

RENAISSANCE FURNITURE RESTORATION is a company specializing in complete antique and modern furniture restoration. We have been serving the San Francisco region since 1993.

Among the operations, which we perform, are:

- EXPERT REFINISHING
- CUSTOM UPHOLSTERY
- MACHINE AND HAND WOVEN CANING
- VARIOUS REPAIRS
- REVENEERING
- FURNITURE REPRODUCTION
- CARVING
- POLISHING, and many others.

Estimates, pick-up and delivery are available.

RENAISSANCE FURNITURE RESTORATION was established after many years of study of both the traditions of master craftsmen of the past and the discoveries of modern technology.

RENAISSANCE FURNITURE RESTORATION can restore most objects, including those, which might, at first glance, appears to be beyond restoration. It is for this reason that the motto of our company is "They said it couldn't be done." In restoring objects of value we follow entirely the intent of their original creators.

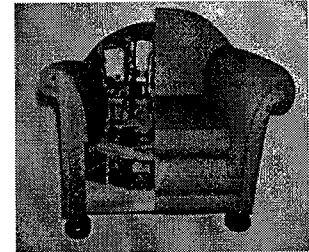
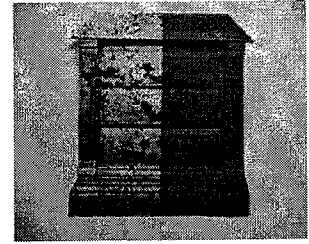
Our list of references is growing constantly with the names of collectors, dealers, and designers who have been highly satisfied with our work. Our competitive prices and high quality work have resulted in successful collaboration with various insurance companies.

RENAISSANCE FURNITURE RESTORATION fully guarantees its customers' satisfaction.



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