

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

KARRYN BOLAND, JAMIE KIRSCH,)
JILLIAN MANOS, COLLEEN)
LOWREY, SARA ELIZARRARAZ,)
VERONICA GUAGENTI, CHRISTINA)
VIJIL, ALAN DWORKIN as father and)
next friend of JAMES DWORKIN and)
JEFFREY DWORKIN, individually)
and on behalf of all others similarly)
situated,)

Plaintiffs,)

v.)

Case No. 01CH 13803
Judge Stephen Schiller

SIMON MARKETING, INC., and)
McDONALD'S CORPORATION,)

Defendants.)

STIPULATION OF SETTLEMENT

This Stipulation of Settlement and Exhibits dated as of April 19, 2002 (the "Stipulation") is made by and among the following parties (as defined in section 1 of this Stipulation): (i) Plaintiffs, on behalf of themselves and in their capacity as representatives of the Class and, where authorized by law, as private attorney generals on behalf of the public, by and through their counsel and (ii) Defendant McDonald's Corporation, by and through its counsel. This Stipulation is intended by the Settling Parties (as defined herein) fully, finally and forever to resolve, discharge and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Stipulation.

1. DEFINITIONS

In addition to the foregoing defined term, the following terms shall have the meanings as set forth below:

1.1 "Action" means the above-captioned lawsuit currently pending in the Circuit Court of Cook County, Illinois, County Department, Chancery Division, docketed as Case No. 01 CH 13803.

1.2 "Class" means all Persons who, from January 1, 1979, through and including December 31, 2001, participated in, or obtained or attempted to obtain an official game piece, stamp or card in, a McDonald's Promotional Game (as defined herein).

1.3 "Class Member" or "Class Members" means Plaintiffs and all Persons (as defined herein) who fall within the definition of the Class, and who have not validly and timely requested exclusion from the Class, as provided in ¶9.3 herein.

1.4 "Class Period" means the period beginning on January 1, 1979 through and including December 31, 2001.

1.5 "Complaint" means the amended complaint filed on April 19, 2002 in the Action.

1.6 "Court" means the Circuit Court of Cook County, Illinois.

1.7 "Defendants" means McDonald's Corporation, Simon Marketing, Inc. and Simon Worldwide, Inc.

1.8 "Effective Date" means the first date by which all of the events and conditions specified in ¶11.1 herein have been met or have occurred.

1.9 "Federal Actions" means those actions pending in federal court that have been transferred pursuant to an order of the Judicial Panel on Multi-District Litigation in case no. MDL-1437 to Honorable Matthew J.

Kennelly of the United States District Court for the Northern District of Illinois as well as all actions identified in Appendix B hereto.

1.10 “Final” means the latest of the date of final affirmance, dismissal, or withdrawal of an appeal of any judgment or order of dismissal; the expiration of the time for a petition for a writ of certiorari or leave to appeal to review any judgment or order of dismissal; if certiorari or petition for leave to appeal is granted, the date of final affirmance of any judgment or order of dismissal following review pursuant to that grant; or the expiration date of the time for the filing or noticing of any appeal from any judgment or order of dismissal.

1.11 “Final Fairness Hearing” means the hearing to determine whether the Class proposed may be properly certified, the settlement should finally be approved and whether the application of Plaintiffs’ Lead Counsel for attorneys’ fees, costs, and expenses on behalf of the Class should be approved, as provided for in section 10 herein.

1.12 “Giveaway Territory” means the United States, Canada, Guam, Saipan, Bahamas, Curacao, Aruba, St. Maarten, Suriname, Trinidad, Jamaica, Puerto Rico, and the U.S. Virgin Islands.

1.13 “Judgment” means the judgment and order of dismissal to be rendered by the Court in the Action as provided for in Section 7 herein and substantially in the form attached hereto as Exhibit A.

1.14 “McDonald’s Counsel” means the law firm of Winston & Strawn.

1.15 “McDonald’s Entities” refers to McDonald’s Corporation, its past, present and future parents, subsidiaries, affiliates, predecessors, successors in interest, assignees, nominees, divisions and franchisees, and each of their respective past, present and future officers, directors, employees, stockholders, attorneys, servants, representatives, partners, agents, brokers,

vendors, suppliers, prize suppliers, licensees, accountants, contractors, advisors, insurers (including Fireman's Fund Insurance Company and American Dynasty Surplus Lines Insurance Company), consultants and their heirs, spouses, administrators, executors, and insurers, as well as any and all companies engaged in the development, production or distribution of materials for the McDonald's Promotional Games, including, but not limited to, Perseco, a division of the Havi Group L.P., its subsidiaries, and its affiliates, including each of their predecessors, successors and assigns, and past, present and future officers, directors, shareholders, employees, agents, and insurers.

1.16 "McDonald's Promotional Games" means any game of chance, or game of chance and skill, whereby one or more prizes were to be distributed among participants through the use of game pieces, game stamps, game cards, random drawings or random selection, sponsored by McDonald's Corporation or any of the McDonald's Entities in the Giveaway Territory from January 1, 1979 through and including December 31, 2001, including, without limitation, "Monopoly," "Who Wants to Be a Millionaire," "Pick Your Prize Monopoly," and, also without limitation, those promotional games identified in Appendix A hereto.

1.17 "Notice of Proposed Settlement" means the Notice of Pendency and Settlement of Class Action as provided for in ¶¶5.3, 5.4 and 5.5 herein and substantially in the form attached hereto as Exhibit B.

1.18 "Person" or "Persons" means a natural person, the general public, individual corporation, association, partnership, trust, joint stock company, unincorporated association, the government and any political subdivision thereof, any other type of legal entity, and their legal representatives, legal guardians (including parents of minor children) on their

own behalf and on behalf of their wards, predecessors, successors, heirs, executors, administrators or assigns, other than the Simon Entities as defined in ¶1.28 and the McDonald's Entities as defined in ¶1.15, and also excluding the presiding judge in this Action, and any individual formally charged with any crime in connection with any McDonald's Promotional Games (as defined herein).

1.19 "Plaintiffs" means the named plaintiffs in the Action.

1.20 "Plaintiffs' Counsel" means counsel representing the Plaintiffs as provided in the Complaint to the Action.

1.21 "Plaintiffs' Lead Counsel" refers to Ben Barnow, Barnow and Associates, P.C.; Aron D. Robinson, Law Office of Aron D. Robinson; and Steven G. Schulman, Milberg Weiss Bershad Hynes & Lerach LLC.

1.22 "Preliminary Approval Order" means the order preliminarily approving the Stipulation, approving the Notice of Proposed Settlement and setting the date of the Final Fairness Hearing (as defined herein), as provided for in Section 5 herein and substantially in the form attached hereto as Exhibit C.

1.23 "Related Actions" refers to those state court actions related to McDonald's Promotional Games that have not been removed to Federal court or have been remanded back to state court identified in Appendix C hereto.

1.24 "Related Judgment" or "Related Judgments" refers to a judgment dismissing an action with prejudice, but permitting a named plaintiff in such action (who has properly and timely opted out of the Stipulation pursuant to the terms of ¶9.3 herein) to pursue that named plaintiff's individual claims for his or her self only, other than through a class action,

representative action or private attorney general action in the form attached hereto as Exhibit D.

1.25 “Released Claims” means any and all actions, causes of action, claims (including Unknown Claims), obligations, demands, rights to reimbursement, public or private injunctive relief, disgorgement or restitution or any other rights or liabilities, whether based on federal, state or local law, statute, ordinance, regulation, contract, common law or any other source, including, without limitation, claims for fraud, negligent misrepresentation, breach of express or implied warranty, strict liability, breach of fiduciary duty, unjust enrichment, negligence, breach of contract, rescission, unfair competition, consumer fraud, unfair and deceptive trade or business practices, false advertising, violations of the Racketeer Influenced and Corrupt Organization Act (“RICO”), civil conspiracy, conversion, constructive trust, attorney fees, actual or statutory damages, punitive damages, civil penalties, costs or any other similar or equivalent claim, whether brought individually, on behalf of a class of persons, or on behalf of the public or members of the public in the capacity of private attorney general, including, without limitation, under California Business and Professions Code §17200 *et seq.* and §17500 *et seq.*, and California Civil Code §1750 *et seq.* (Consumer Legal Remedies Act or “CLRA”), or under any other consumer protection statute or law of any other jurisdiction, that have been or could or might have been alleged by any Class Member in any forum in the United States of America, as part of the Action, the Federal Actions or Related Actions, or as any other action, arbitration or proceeding, based upon, related to or arising out of, during the Class Period: (1) the theft, conversion, misappropriation, seeding, dissemination, redemption or non-redemption of a winning prize or winning game piece in any McDonald’s Promotional Game;

(2) any advertisement, publication, representation, statement, assertion or omission directly pertaining to any McDonald's Promotional Game; (3) the administration, execution or operation of any McDonald's Promotional Game; and (4) the 2001 Labor Day Giveaway (other than obligations to pay the prizes awarded).

1.26 "Released Parties" means the Simon Entities and the McDonald's Entities.

1.27 "Settling Parties" means (i) Defendant McDonald's Corporation and (ii) Plaintiffs on behalf of themselves and as representatives for the Class, and on behalf of members of the public, including without limitation, the California public, in their capacity as private attorneys general under the laws of any and all jurisdictions where any Class Member resides.

1.28 "Simon Entities" refers to Simon Marketing, Inc., Simon Worldwide, Inc. and their past, present and future parents, subsidiaries, affiliates, divisions, predecessors, successors in interest, assignees, and nominees, and each of their respective past, present and future officers, directors, employees, stockholders, attorneys, servants, representatives, partners, agents, brokers, vendors, printers, suppliers, prize suppliers, licensees, accounting and auditing firms, contractors, advisors, consultants, including without limitation Jerome Jacobson, Dittler Brothers, Inc., Quebecor World Direct, Quebecor World Dittler Brothers, Arthur Young, Coopers & Lybrand LLP, Laventhal & Horvath, Ernst & Young, KPMG Inc., Arthur Anderson, PriceWaterhouseCoopers LLP and their heirs, spouses, administrators, executors, and insurers, including, without limitation, any and all persons or entities that were at any time engaged by Simon Marketing, Inc. or any of its respective affiliates to provide services in connection with the development, production or distribution of materials for the McDonald's

Promotional Games, and each of their predecessors, successors and assigns, and past, present and future officers, directors, shareholders, employees, agents, and insurers (including Fireman's Fund Insurance Company and American Dynasty Surplus Lines Insurance Company).

1.29 "Unknown Claims" means any Released Claims which a Class Member does not know or suspect to exist in his or her favor at the time of the release of the Released Parties which, if known by him or her, might have affected his or her settlement with and release of the Released Parties or might have affected his or her decision not to object to this Stipulation or any portion or aspect of the settlement agreement reached by the Settling Parties.

1.30 "2001 Labor Day Giveaway" refers to the prize giveaway consisting of the modified component of The 2001 Pick Your Prize Monopoly® Game sponsored by McDonald's Corporation over the Labor Day weekend in 2001, in which ten million dollars of prizes were made available to the Class and the public and the prizes were in fact awarded.

2. THE LITIGATION

2.1 On August 22, 2001, Plaintiffs commenced the Action. The Complaint asserts claims for fraud, unjust enrichment, unfair business practices, unfair competition, false advertising, as well as claims asserted individually, on behalf of a putative class and, where applicable, on behalf of members of the public in the capacity of private attorneys general, under consumer protection statutes of all fifty states, including without limitation, claims under §17200 *et seq.* and §17500 *et seq.* of the California Business & Professions Code, and California Civil Code §1750 *et seq.* (CLRA).

2.2 The Complaint alleges that Plaintiffs and Class Members, were deprived of the chance to win certain prizes offered as part of McDonald's

Promotional Games, as advertised and promoted by Defendants. Specifically, the Complaint alleges that the promotional games were a sham because Jerome Jacobson, an employee of Simon Marketing, Inc., the company retained by McDonald's Corporation to administer the promotional games, and others unrelated to defendants Simon Marketing, Inc. or McDonald's Corporation, rigged the games by misappropriating many of the winning game prizes totaling at least \$20 million.

2.3 The Action has not been certified as a class action. By this Stipulation and subject to the approval of the Court, the Parties agree that a class may be conditionally certified under 735 ILCS 5/2-801 *et seq.* consisting of all persons within the Class, as defined in ¶1.2 herein.

3. BENEFITS OF THE SETTLEMENT

3.1 Plaintiffs' Counsel have conducted an investigation during and prior to the prosecution of this action. Plaintiffs' Lead Counsel shall be entitled to reasonable confirmatory discovery.

3.2 Plaintiffs' Counsel have concluded that it is desirable that the Action be settled on the terms embodied in this Stipulation. Plaintiffs' Counsel reached that conclusion after: (1) analyzing the factual and legal issues in the Action; (2) determining that further conduct of the Action through trial and any appeals that might be taken would be protracted and expensive; (3) recognizing and acknowledging the uncertain outcome and risk of any litigation, especially in complex actions such as the Action; and (4) considering the benefits to Plaintiffs and the Class Members of resolving the Action and obtaining the benefits of settlement as specified in this Stipulation, including those delineated in ¶4.1 herein. Plaintiffs' Counsel believe that, in consideration of all the circumstances and after arm's-length negotiations with Defendant McDonald's Corporation, the proposed

settlement embodied in this Stipulation is fair, reasonable, and adequate and confers substantial benefits on, and is in the best interests of, the Class and each of the Class Members.

3.3 Defendants have denied and continue to deny all liability with respect to any and all of the facts or claims alleged in the Action and expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, acts or omissions alleged or that could have been alleged in the Action.

3.4 McDonald's Corporation and McDonald's Counsel nonetheless have concluded that it is desirable that the Action be settled on the terms embodied in this Stipulation. McDonald's Corporation and McDonald's Counsel reached that conclusion after: (1) analyzing the factual and legal issues in the Action; (2) determining that further conduct of the Action through trial and any appeals that might be taken would be protracted and expensive; (3) considering the benefits to McDonald's Corporation of resolving the Action, including limiting further expense, inconvenience and distraction, and disposing of burdensome and protracted litigation; and (4) taking into account the uncertainty and risks inherent in litigation.

4. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Settling Parties, through their respective counsel, that, subject to the approval of the Court, the Action and the Released Claims shall be finally and fully settled, compromised and released, and the Action shall be dismissed with prejudice, as between (i) Plaintiffs and the Class Members, on the one hand, and (ii) McDonald's Corporation and the other Released Parties, on the other hand, upon and subject to the following terms and conditions.

4.1 Within 120 days of the Effective Date:

(a) In consideration of the settlement set forth in this Stipulation, McDonald's Corporation shall sponsor and run, or cause to be implemented, a prize giveaway in which a total of \$15 million in prizes, in the form of fifteen (15) \$1 million dollar prizes payable in twenty installments of \$50,000 a year with no interest, shall randomly be awarded to Persons in attendance at selected McDonald's restaurants in the Giveaway Territory over a designated period (not to exceed seven days) with no purchase necessary (the "Prize Giveaway"). One of McDonald's Entities shall randomly select the locations of the McDonald's restaurants within the Giveaway Territory at which the prizes will be awarded. In addition, McDonald's Corporation shall assume financial responsibility, in a total amount of no less than \$2 million, for paying both reasonable costs related to providing notice of the class action settlement, as described in ¶6 below, and also reasonable expenses related to the implementation of the Prize Giveaway, including production, materials, execution, administration, advertising, development and dissemination of official rules, printing, security procedures, and redemption. McDonald's will employ reasonable security in connection with the Prize Giveaway consistent with industry standards, and in any event, no less security than that employed in connection with the 2001 Labor Day Giveaway.

(b) Neither Simon nor any of the Simon Entities shall have any responsibility or role to develop, implement, or administer the Prize Giveaway. The Simon Entities shall have no liability for any acts or omissions made in connection with the Prize Giveaway.

(c) Defendant McDonald's Corporation, its agents, the McDonald's Entities, and McDonald's Counsel shall have no liability for the

operation of the Prize Giveaway to the extent that their performance in connection with the Prize Giveaway is in conformity with this Stipulation. Defendant McDonald's Corporation, McDonald's Counsel, the McDonald's Entities, or any of their agents shall have no liability for any acts or omissions made in connection with the Prize Giveaway other than for its, his or her own acts or omissions.

(d) In consideration of the settlement set forth in this Stipulation, Plaintiffs and Plaintiffs' Counsel acknowledge the value already provided to the Class Members with respect to the 2001 Labor Day Giveaway implemented by McDonald's Corporation over the Labor Day weekend in 2001, in which McDonald's Corporation randomly awarded \$10 million in the form of five (5) separate million dollar annuities to be paid in twenty annual installments of \$50,000, and \$5 million in additional prizes in the form of fifty (50) \$100,000 cash prizes, to Persons at McDonald's restaurants randomly selected from among restaurants located in the Giveaway Territory.

4.2 The relief described in ¶4.1 herein, other than attorneys' fees and costs as awarded by the Court, is the only consideration that shall be given in connection with the settlement of the Released Claims. Such consideration is and was offered and given in return for, and is contingent upon, *inter alia*: (1) certification of the Class in the Action; (2) Defendants receiving a final dismissal of the Action, with prejudice, and not subject to appeal by any Person; pursuant to entry of the Judgment and that Judgment becoming Final; (3) Defendants receiving a final dismissal with prejudice, not subject to appeal by any Person, of all California and Illinois Related Actions identified in Appendix C pursuant to entry of a Related Judgment(s) and that Related Judgment(s) becoming Final; (4) Defendants receiving a dismissal

with prejudice of all the Federal Actions identified in Appendix A pursuant to entry of a Related Judgment; and (5) the Released Parties receiving a full release of the Released Claims as discussed in ¶8.1 herein pursuant to entry of the Judgment and that Judgment becoming Final.

5. ENTRY OF PRELIMINARY APPROVAL ORDER AND NOTICE TO THE SETTLEMENT CLASS

Promptly upon execution of this Stipulation, but in no event later than April 30, 2002 (unless such time is extended by written agreement of Plaintiffs' Lead Counsel and McDonald's Counsel and with the Court's approval) the parties shall jointly submit the Stipulation together with its Exhibits and shall jointly apply to the Court in the Action for entry of the Preliminary Approval Order, which includes provisions that, among other things, will:

5.1 Preliminarily approve this Stipulation of Settlement as being fair, reasonable and adequate to the Class and to members of the public, and preliminarily certify this Action as a class action and preliminarily certify the Class. The Class to be certified and its Members are defined in ¶¶1.2 and 1.3 of this Stipulation, and the Class Period is as defined in ¶1.4 of this Stipulation;

5.2 Appoint Plaintiffs and Plaintiffs' Lead Counsel as representatives of the Class with authority to enter into and effectuate the Stipulation on behalf of the Class and members of the public, and approve the form of the Notice of Proposed Settlement;

5.3 Order that the Notice of Proposed Settlement be disseminated in the manner set forth in the Preliminary Approval Order;

5.4 Order that the Notice of Proposed Settlement is fair, appropriate, and adequately describes the terms of the settlement to the Class;

5.5 Provide that Persons falling within the definition of the Class who wish to exclude themselves from the Class and from participation in the settlement must request exclusion by a specified date in accordance with the instructions in the Notice of Proposed Settlement;

5.6 Provide that Persons falling within the definition of the Class who do not file timely requests for exclusion in the manner provided for in the Notice of Proposed Settlement will be included in and bound by any and all judgments or orders entered or approved by the Court in connection with the settlement, whether favorable or unfavorable to the Class and will be permanently barred and enjoined from commencing, prosecuting or participating in any recovery in any action in any forum in which any of the Released Claims or any claims arising out of, relating to, or in connection with the defense or resolution of the Action, the Federal Actions, the Related Actions, or the Released Claims is asserted;

5.7 Find that the notice to be given in accordance with the Preliminary Approval Order constitutes the best notice practicable under the circumstances and constitutes valid, due and sufficient notice to all members of the Class, and fully satisfies the requirements of 735 ILCS 5/2-806, and other requirements of due process;

5.8 Schedule a Final Fairness Hearing to be held by the Court in the Action to consider and determine whether the proposed settlement, as set forth in the Stipulation, should be approved as fair, reasonable and adequate to the Class and to members of the public, and whether the Judgment should be entered;

5.9 Provide that at or after the Final Fairness Hearing, the Court shall determine whether the settlement should be approved and enter an order thereon;

5.10 Provide that the settlement may be modified by the Court without further notice to the Class;

5.11 Provide that at or after the Final Fairness Hearing, the Court shall determine whether and in what amount attorneys' fees and reimbursement of costs and expenses should be awarded to Plaintiffs' Counsel;

5.12 Provide that pending final determination of whether the settlement contained in the Stipulation should be approved, the Plaintiffs and each and all members of the Class either directly, representatively or in any other capacity, shall not commence or prosecute any claims in any court or tribunal asserting any of the Released Claims against any of the Released Parties;

5.13 Provide that the Final Fairness Hearing may, from time-to-time and without further notice to the Class, be continued or adjourned by order of the Court;

5.14 Provide that objections by any Class Member to: (i) the proposed settlement; (ii) entry of the Judgment; or (iii) the payment of attorneys' fees and reimbursement of costs and expenses to Plaintiffs' Counsel, or entry of an order approving same, shall be heard and any papers submitted in support of said objections shall be considered by the Court at the Final Fairness Hearing only if, on or before the date specified in the Preliminary Approval Order and Notice of Proposed Settlement, such objector files with the Court a written notice of his or her intention to appear, submits documentary proof or affidavit that he or she is a member of the

Class, states the basis for the objections, and serves copies of the foregoing papers and all other papers in support of such objections upon counsel for the Settling Parties, as directed by the Notice of Proposed Settlement, in such a manner as to ensure that such papers are received by designated counsel by the deadline set by the Court in the Preliminary Approval Order;

5.15 Provide that, on the date of the entry of the Judgment, all Class Members shall be barred from asserting any Released Claims against any of the Released Parties, and each and all Class Members shall conclusively be deemed to have released and forever discharged any and all such Released Claims as against all of the Released Parties.

6. NOTICE AND ADMINISTRATION COST

After the entry by the Court of the Preliminary Approval Order, and prior to the Effective Date, Defendant McDonald's Corporation will cause the Notice of Proposed Settlement to be published to the Class in a format approved by the Court as described in ¶5.7, and pay for any reasonable costs associated therewith.

7. THE FINAL JUDGMENT AND ORDERS OF DISMISSAL

7.1 Upon the final approval of this Stipulation, Judgment shall be entered providing for, among other things: determination that certification of the Class is appropriate in the Action; approval of the Stipulation, judging its terms to be fair, reasonable, adequate and in the best interests of the Class Members and to members of the public, and directing its consummation in accordance with its terms; the dismissal of the Action as to all Defendants on the merits, with prejudice, and without costs (except as otherwise provided herein); approval of Plaintiffs' Counsel's fees as required by ¶¶10.2 and 10.3 herein; and a permanent injunction barring and enjoining Plaintiffs and Class Members from asserting, commencing, prosecuting or continuing any of the

Released Claims against any of the Released Parties, including, but not limited to, the Federal and Related Actions; and the release by Plaintiffs and all Class Members of all Released Claims against all Released Parties.

7.2 Upon entry of the Judgment in the Action, Plaintiffs' Lead Counsel shall request counsel for all other Class Members in the Federal Actions and Related Actions to tender to McDonald's Counsel an appropriate request for dismissal or stipulation to dismiss for their respective individual cases or, in the alternative, Plaintiffs' Lead Counsel shall cooperate in taking such other reasonable and necessary action to cause those causes of action to be dismissed with prejudice.

8. RELEASES

8.1 Upon entry of the Judgment, Class Members shall be deemed to have fully, finally, and forever released, relinquished and discharged each and all of the Released Parties from the Released Claims and all claims arising out of, relating to, or in connection with the defense or resolution of the Action, the Federal Actions, the Related Actions, or the Released Claims.

8.2 Upon entry of the Judgment, and to the fullest extent permitted by law, Class Members, either directly, indirectly, representatively, as a member of or on behalf of the general public, or in any other capacity, shall be permanently barred and enjoined from commencing, prosecuting or participating in any recovery in any action in this or any other forum (other than participation in the settlement as provided for in this Stipulation) in which any of the Released Claims or any claims arising out of, relating to, or in connection with the defense or resolution of the Action, the Federal Actions, the Related Actions, or the Released Claims is asserted.

8.3 The Class and Plaintiffs' Counsel fully understand and recognize that one or more of the Class Members may hereafter discover

facts other than, or different from, what he or she knows or believes to be true with respect to the subject matter of the Released Claims. Nevertheless, upon entry of the Judgment contemplated by this Stipulation, each Class Member shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claims (including the Unknown Claims) with respect to the Released Claims, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

8.4 Defendant McDonald's Corporation hereby stipulates and agrees that, upon occurrence of the Effective Date, McDonald's Corporation shall have fully, finally, and forever released, relinquished and discharged the Plaintiffs, the Class Members, and Plaintiffs' Counsel, from any and all claims in connection with the institution, prosecution, assertion or resolution of the action, or the claims asserted therein.

8.5 With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon entry of the Judgment, the Class Members shall be deemed to have waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits of California Civil Code § 1542, which provides:

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

Also with respect to any and all Released Claims, upon entry of the Judgment, the Class Members waive any rights or benefits afforded by any

similar statute or law, or principle of common law, of California or any other jurisdiction.

8.6 In the event that any Class Member initiates or seeks to prosecute a Released Claim in any action or proceeding of any kind, including an arbitration, against any of the Released Parties, the Released Party against whom the Released Claim is asserted shall be entitled to recover its reasonable costs, including reasonable attorneys' fees, in successfully defending against the Released Claim, from that Class Member. The Court shall retain jurisdiction over the settlement and any action or proceeding that might interfere with or jeopardize the Court's Final Order.

8.7 In the event that any Person or entity not a party to this Stipulation asserts against one or more of the Released Parties in any forum any claim or cause of action arising out of or related to any acts, facts, transactions, occurrences, representations, or omissions set forth, alleged, embraced or otherwise referred to in the Action, the Federal Actions or the Related Actions, the Plaintiffs and the Class Members hereby expressly waive and disclaim in favor of the Released Parties any right, claim or entitlement to receive any compensation or funds derived from or otherwise participate in any recovery or award against the Released Parties in such third-party action. The Plaintiffs and the Class Members expressly and irrevocably assign and transfer to the Released Parties any right, claim or entitlement to receive any portion of any recovery in such third-party action against the Released Parties.

9. ADMINISTRATION OF SETTLEMENT

McDonald's Corporation, or its authorized agents, subject to the terms of the Stipulation, and such supervision and direction by the Court as may be

convenient or necessary, shall oversee the distribution of the relief provided for in ¶4.1 herein after the Effective Date.

9.1 McDonald's Corporation shall keep Plaintiffs' Lead Counsel fully informed as to the distribution of such relief.

9.2 No Person shall have any claim against the McDonald's Entities, the Simon Entities, any other Defendant, or its or their authorized agents, based on distributions made in accordance with the Stipulation and the settlement contained herein, or further orders of the Court.

9.3 Any Person falling within the definition of the Class who does not wish to participate in the settlement, or to be bound by the dismissals and releases provided for in this Stipulation, must timely request exclusion from the Class. A request for exclusion must state: (1) the name and address of the person requesting exclusion; (2) that the person wishes to be excluded from the Class; (3) to the best of his or her recollection, the name of each McDonald's Promotional Game in which the person participated; (4) the approximate date, city, and state of the person's participation; and (5) such other information as may be required in the Notice of Proposed Settlement as approved by the Court. The exclusion request must be sent by mail to any one of Plaintiffs' Lead Counsel and postmarked on or before the date provided in the Preliminary Approval Order. Plaintiffs' Lead Counsel shall deliver copies of any and all requests for exclusion to McDonald's Counsel within five days of receipt by Plaintiffs' Lead Counsel. Plaintiffs' Lead Counsel shall file any and all such requests with the Court at or before the Final Fairness Hearing. All Persons who submit valid and timely requests for exclusion in the manner set forth in this paragraph shall have no rights under this Stipulation, and shall not share in or be eligible for the receipt of any prize awarded pursuant to the settlement. All Persons falling within the

definition of the Class who do not request exclusion in the manner set forth in this paragraph shall be Class Members and shall be included in and bound by this Stipulation and the Judgment.

9.4 The Settling Parties will cooperate to seek approval of best practicable notice under the circumstances by the Court.

10. PLAINTIFFS' COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

10.1 Except as provided herein, each of the Settling Parties shall bear their own fees and expenses in connection with the Action and the settlement of the Action.

10.2 Defendant McDonald's Corporation agrees to pay to Plaintiffs' Lead Counsel reasonable costs and attorneys' fees in such amounts as may be determined by the Court at the Final Fairness Hearing, agrees that the payment of such costs and fees shall not in any way diminish the recovery of the Class, and agrees that the payment of such costs and fees shall be made within 10 days of the Effective Date. McDonald's Corporation further agrees not to oppose an award of reasonable attorneys' fees and costs of up to \$3 million. McDonald's Corporation agreed to the payment of such fees and expenses after reaching agreement upon all other material terms of this settlement. McDonald's Corporation and the Released Parties shall not be liable for additional fees or expenses for counsel of any Plaintiff or Settlement Class Member in connection with the Action, the Federal Actions or the Related Actions.

10.3 Plaintiffs' Counsel agree that no award totaling more than \$3 million for costs and fees (including any Incentive Awards as defined in this Stipulation) will be sought, and in any event, no award by the Court greater than \$3 million shall be made for all attorneys' fees and costs in the Action,

Federal Actions, and the Related Actions. Plaintiffs' Lead Counsel, being most familiar with the efforts of Plaintiffs' Counsel in this matter, shall allocate said fees and payment of said expenses in accordance with the Judgment, in their sole discretion.

10.4 Upon entry of the Judgment and an order by the Court awarding reasonable costs and attorneys' fees, McDonald's Corporation shall deposit the amount of the award in an interest bearing account designated for payment of such costs and fees in accord with ¶10.2 herein (the "Account"). One of Plaintiffs' Lead Counsel shall be designated as the party of record for income tax purposes on the Account. Within ten days of the Effective Date, McDonald's shall pay the amount of the award, plus any interest accrued in the Account, to Plaintiffs' Lead Counsel. In the event that the Effective Date does not occur, the full amount of the award plus 57.82% of the interest accrued in the Account shall be refunded to McDonald's or its designee and Plaintiffs' Lead Counsel who was the party of record shall receive 42.18% of the interest accrued in the Account.

10.5 Plaintiffs' Lead Counsel have advised that they will be seeking permission from the Court to pay \$1,000 to each of the Plaintiffs who is appointed a representative of the Class and to pay \$500 to each named plaintiffs in the Federal Actions and the Related Actions who joins in this settlement (the "Incentive Awards") from the award of costs and attorneys' fees. In the event any plaintiff in the Action, Federal Actions or Related Action is acting in a representative capacity, only one Incentive Award shall be due to that plaintiff and the party or parties for whom he or she is acting in a representative capacity.

11. EFFECTIVE DATE AND TERMINATION OF SETTLEMENT AGREEMENT

11.1 Subject to the provisions of ¶11.2 below, the Effective Date of the Stipulation shall be the first date by which all of the following events and conditions shall have occurred:

- (i) Execution of this Stipulation by all signatories hereto;
- (ii) The Court has preliminarily approved this Stipulation and the method for providing notice to the Class and content of the notice by entry of the Preliminary Approval Order;
- (iii) The Court in the Action has entered the Judgment, certifying the Class, finally approving this Stipulation, releasing the Released Parties from the Released Claims, and dismissing with prejudice the Action and all claims asserted by Plaintiffs and Class Members therein against the Defendants;
- (iv) The Judgment has become Final, as defined in ¶11.10 herein;
- (v) In each of the Related Actions brought in California and Illinois (as identified in Appendix C), a Related Judgment dismissing with prejudice those California and Illinois Related Actions and all claims asserted by Class Members therein against the Defendants has been entered;
- (vi) The Related Judgment(s) in California and Illinois has (have) become Final, as defined in ¶11.10 herein; and
- (vii) A Related Judgment has been entered dismissing with prejudice each of the Federal Actions and all claims asserted by Class Members therein against the Defendants.

11.2 If any of the conditions specified in ¶11.1 herein are not met, in whole or in part, then the Stipulation shall be cancelled and terminated

unless Plaintiffs' Lead Counsel and McDonald's Counsel mutually agree in writing to proceed with the Stipulation, in which event the Effective Date will occur without satisfaction of that/those condition(s).

11.3 In the event that requests for exclusion from this Stipulation are received by more than ____ (number contained in letter dated April 19, 2002) Persons, pursuant to ¶9.3 herein, McDonald's Corporation may, at its option, terminate this Stipulation by giving written notice of termination to Plaintiffs' Lead Counsel within twenty (20) days of receiving notice that the requests for exclusion exceed ____ Persons. Settling Parties agree that the number of requests for exclusion listed in this paragraph shall be redacted from any and all copies of this Stipulation made available to the public.

11.4 In the event that the Stipulation is not approved by the Court, or if the Effective Date does not occur, or if McDonald's Corporation opts to terminate this Stipulation pursuant to ¶¶11.3 and 12.3, then this Stipulation shall be cancelled and terminated and shall not be used in the Action or in any other proceeding or for any other purpose, and any judgment or orders entered by the Court in accordance with the terms of the Stipulation shall be treated as *vacated nunc pro tunc*. The Settling Parties shall revert to their respective positions as of April 19, 2002, as though this Stipulation had never been executed, including the right to assert that any of the Released Claims are subject to arbitration. Participation in the settlement proceedings in any respect shall not constitute a waiver of the right to seek arbitration of any Released Claims asserted in the class and representative actions. McDonald's Corporation, for purposes of this settlement only, and for no other purpose, conditionally waives arbitration rights as to the Plaintiffs and

the Class Members only, but not as to Persons who elect to opt out of the class.

11.5 No order of the Court or modification or reversal or appeal of any order of the Court concerning the amount of any attorneys' fees, costs, expenses or interest awarded by the Court to the Plaintiffs' Lead Counsel in accordance with ¶¶10.2 and 10.3 shall constitute grounds for cancellation or termination of the Stipulation.

11.6 McDonald's Corporation does not consent to certification of the Class for any purpose other than to effectuate the settlement of the Action. If this Stipulation is terminated pursuant to its terms or the Effective Date for any reason does not occur, the order certifying the Class and all preliminary and/or final findings regarding the Court's provisional class certification order shall be automatically vacated upon notice to the Court of the termination of the Stipulation or the failure of the Effective Date to occur, and the Action shall proceed as though the Class had never been certified and such findings had never been made, without prejudice to any party to either request or oppose class certification on any basis.

12. OTHER PROVISIONS OF THE SETTLEMENT

12.1 The Settling Parties acknowledge that they are entering into this Stipulation voluntarily and that it is their intent to consummate this Stipulation and agree to cooperate to the extent necessary to effectuate and implement all terms and conditions of the Stipulation and exercise their best efforts to establish the foregoing terms and conditions of the Stipulation.

12.2 Upon the execution of this Stipulation, all discovery and other proceedings in the Action, the Federal Actions, the Related Actions, and any other suit brought by a Class Member shall be stayed until further order of

the Court, except such proceedings as may be necessary to implement the settlement or comply with or effectuate the terms of this Stipulation.

12.3 All of the Exhibits of this Stipulation are material and integral parts hereof, and are fully incorporated herein by reference. To the extent the Court determines any material part or term of the Stipulation is unenforceable, McDonald's Corporation shall in its sole discretion have the right to terminate the Stipulation.

12.4 The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of the Stipulation on behalf of their respective clients and the Class.

12.5 The Settling Parties agree that, to the fullest extent permitted by law, neither this Stipulation, nor any of its terms or provisions, nor any action taken or document executed to carry out this Stipulation by any of the Settling Parties: (i) is or may be deemed to be, or may be used as an admission of, or evidence of, or to raise a presumption or inference of, the validity of any Released Claim, or of any wrongdoing or liability of the Released Parties; (ii) is or may be deemed to be, or may be used as an admission of, or evidence of, or to create any inference or presumption of, any liability, fault or wrongdoing of any of the Released Parties in any proceeding in any court, administrative agency or other tribunal, other than as may be necessary to consummate or enforce the Stipulation, settlement, or Judgment. Nothing in this paragraph precludes the Released Parties from filing the Stipulation or the Judgment in the Action to support a defense or counterclaim in some other action based on principles of *res judicata*, collateral *estoppel*, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense

or counterclaim or to support a claim for indemnity, equitable indemnity, or contribution against any person.

12.6 This Stipulation (along with the Exhibits thereto) constitutes the entire agreement among the Settling Parties and supersedes all prior and contemporaneous agreements or understandings between the Settling Parties with respect to the subject matter hereof, and any and all prior correspondence, conversations or memoranda between the Settling Parties are merged herein and are replaced hereby.

12.7 Subject to and without altering the meaning of any of the provisions contained in section 11 hereof, no part of this Stipulation may be amended, modified, waived, discharged or terminated except by a written instrument signed by all Settling Parties or their successors in interest. Amendments and modifications may be made without notice to the Class, unless such notice is required by the Court.

12.8 The Settling Parties acknowledge, warrant and represent that no promises, representations or inducements, except as herein set forth, have been offered or made by any of the Settling Parties to secure the execution of this Stipulation, and that the Stipulation is executed without reliance on any statements or representations not contained herein. Each of the Settling Parties knowingly waives: (1) any claim that this Stipulation was induced by any misrepresentation or nondisclosure; and (2) any right to rescind or avoid this Stipulation based upon presently existing facts, known or unknown.

12.9 The terms of this Stipulation are and shall be binding upon and inure to the benefit of each of the Settling Parties, their agents, attorneys, employees, heirs, successors, and assigns, and upon all other persons claiming any interest in the subject matter hereto through any of the parties

hereto, including the Plaintiffs, Class Members, or members of the public. No provision of this Stipulation shall provide any rights to, or be enforceable by, any person or entity that is not a Settling Party or a Released Party or the successor or assignee of a Settling Party or Released Party.

12.10 This Stipulation was negotiated at arm's-length, mutually drafted and entered into freely by the Settling Parties with the advice, input and participation of legal counsel. In the event that an ambiguity exists in any provision of this Stipulation, such ambiguity is not to be construed by reference to any doctrine or statute calling for ambiguities to be construed against the drafter of the document.

12.11 The Court in the Action shall have exclusive and continuing jurisdiction over the implementation, interpretation, and enforcement of this Stipulation. All parties hereto, including all Class Members, submit to the exclusive jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Stipulation. To the extent any Class Member who has not requested exclusion from the Stipulation and settlement seeks to initiate or prosecute an action against the Defendants related to any McDonald's Promotional Game, this Court shall retain jurisdiction over such action.

12.12 This Stipulation and the Exhibits hereto, and the rights and obligations of the Settling Parties thereunder, shall be construed and enforced in accordance with the laws of the State of Illinois without giving effect to that State's choice of law principles. Notwithstanding the prior sentence, this Stipulation does not provide for the choice of law governing any of the Released Parties regarding contribution, indemnity, reimbursement or subrogation.

12.13 The Settling Parties agree that, in the event any party or any counsel for any party contacts or is contacted by any member of the media regarding this Stipulation or the settlement, said party or counsel for any party may not refer to or characterize the Stipulation or the settlement as constituting or evidencing an admission or inference of: (1) liability, fault, or wrongdoing on the part of any Defendant or McDonald's Counsel, including any wrongdoing in connection with the defense of the Action; or (2) lack of merit of any claim asserted in the Action, or wrongdoing on the part of Plaintiffs, Plaintiffs' Counsel or Class Members in connection with the institution or prosecution of the Action.

12.14 This Stipulation may be executed in counterparts or by fax, with each counterpart or fax signature having the same force and effect as an original. All executed counterparts and each of them shall be deemed to be the one and the same instrument. Counsel for the parties to this Stipulation shall exchange among themselves original signed counterparts and a complete set of original executed counterparts shall be filed with the Court in the Action.

DATED: April 19, 2002

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APPENDIX A

McDONALD'S PROMOTIONAL GAMES

1979

McDonald's 1,000,000 Diamond Hunt

World Series Winning Score Game

1980

25th Anniversary \$250,000 Prize Celebration

Double Choice Quiz

Easy Pickens

McDonald's \$1,000,000 Menu Mania

McDonald's \$6,000,000 Winning Combination Game

Million \$ Match 'n Win

1981

\$10,000,000 Build A Big Mac

McDonald's \$500,000 Double Break

Menu Music Chant (1981-1982)

Morning Money

You Deserve A Break Today Game

1982

Chicken McNuggets One of a Kind

McDonald's \$20,000,000 Quality in the Bag Game

McDonald's/Atari Scratch N Win

McRib No Bones

Which Came First Quiz

1983

Million \$ Taste Game

Outrageous Offers

1984

Great Taste Election

Magic Candle Sweepstakes

When the U.S. Wins You Win

Win America's Meat 'N Potatoes or Beat America's Best

1985

Great Taste Sweepstakes

McDonald's \$1,000,000 Treasure of Diamond Head

Trivial Pursuit

When Your Team Wins, You Win NCAA

1986

McDLT Monopoly

1987

Play Monopoly at McDonald's

1988

\$50,000,000 Monopoly Game at McDonald's

Chicken Nuggets Fiesta

McDonald's Mickey's Birthdayland Party Game

McDonald's/Disneyland Blast To The Past Game

When The U.S. Wins You Win

1989

\$300,000 Money Mania

McDonald's \$1,000,000 Menu Song Game

McDonald's Blast Back with Mac Game

McDonald's Splash for Cash

Play Fries Surprise

Superbowl

The \$75,000,000 Scrabble Game at McDonald's

1990

Discover Your Fries Surprise

McDonald's \$40,000,000 Dick Tracy Crimestopper Game

McMillions TM on NBC

1991

McDonald's/Universal Studios Hollywood E.T. Giveaway Cup Game Official Rules

1992

Fox Kids TV Takeover

1993

McDonald's NFL "Kickoff Payoff" Game

Nick or Treat Sweepstakes

"These Guys Must Be Crazy" Sweepstakes

Totally Into Video Sweepstakes

1994

1994 Nickelodeon Slime Time Sweepstakes

Fox/NFL or Superticket Superbowl XXIX

McDonald's McWorld Fantasy Sweepstakes

McWorld “Sony” Sweepstakes

McWorld Ghostwriter Sweepstakes

McWorld Rollerblade Sweepstakes

Richie Rich Movie Sweepstakes

Sega Sonic the Hedgehog 3 Sweepstakes

1995

Fox Kids/McWorld Home Arcade Sweepstakes

McDonald’s New York Jets NFL Pro Bowl Sweepstakes

McDonald’s Olympic Games Giveaway

McDonald’s/New York “McFamily Fun Sweepstakes

McWorld Boyz to Men Sweepstakes

McWorld Disneyland Adventure Sweepstakes

McWorld Disneyland Adventure Sweepstakes

McWorld Monopoly

The Monopoly Game at McDonald’s (April 1995)

The Monopoly Game at McDonald’s (November 1995)

1996

Blue Jays Batter Up Game

Deluxe Monopoly Game at McDonald’s

Disney’s Masterpiece Collection Trivia Challenge at McDonald’s

Fox/Sega Tween

Hottest Game In Town

McDonald’s Happy Meal Workshop Game

McDonald’s Sweepstakes for the Walt Disney World 25th Anniversary

McWorld Break Through to be the Best

Nickelodeon Kids Choice Sweepstakes

When the USA Wins You Win

1997

McDonald's World Famous Fries Game

Monopoly Game at McDonald's

The Build a Big Mac Game at McDonald's

1998

Armageddon Instant Win Game From McDonald's

Drive It Home Game at McDonald's

Get Back with Big Mac Game at McDonald's

Greatest Moments in Orioles History Consumer Vote Sweepstakes

McDonald's Be on "Recess" Sweepstakes

McDonald's Peel Out & Win Game

McDonald's Vacation Giveaway in Celebration of Disney's Animal Kingdom Theme Park

McDonald's World Cup Sweepstakes

McPegate at McDonald's

Monopoly Game at McDonald's

Official McDonald's NBA All Star Ballot

The Wonderful World of Disney

Win a Computer

1999

1999 Monopoly Game at McDonald's

Dreamworks 2000 Award Recognition Program

McDonald's Heritage Bowl Sweepstakes

McDonald's Jungle Surprise Promotion (Tarzan)

McDonald's QPC Code Name Game (Inspector Gadget)

McDonald's/Fox Kids Mightiest Mystic Knight Sweepstakes

Millennium Instant Win

Ronald Scholars Game at McDonald's (Series I)

The Big Mac Land Game

The Magic of Disneyland Game at McDonald's

The McDonald's And More Game

2000

McDonald's Magic Treasures Promotion

Music Event Game at McDonald's

Ronald Scholars (Series II)

Taste Trials Game

The 2000 Monopoly Game at McDonald's

The Hatch, Match & Win Game at McDonald's

The Win on the Spot at McDonald's

The Yomega Power Brain Game at McDonald's

2001

2001 Pick Your Prize Monopoly Game at McDonald's

McDonald's Presents The Fisher Price-Little People Sweepstakes

McDonald's The Best of Latin Music Sweepstakes

McDonald's USA 2001 Instant Giveaway (Modified component of 2001 Pick Your Prize Monopoly)

Spy Kids Ultimate Spy Game

The Who Wants to be A Millionaire Game at McDonald's

APPENDIX B

FEDERAL ACTIONS

1. *Allen v. McDonald's Corp., et al.*, No. 2:01 CV 2801 (W.D. Tenn.)
2. *Casagrande v. McDonald's Corp., et al.*, No. 01-CV-4038 (JBS) (D.N.J.)
3. *Creason v. Simon Marketing, Inc., et al.*, No. 02 C 0709 (N.D. Ill.)
4. *George v. McDonald's Corp., et al.*, No. 01-CV-1715 (E.D. Mo.)
5. *James v. McDonald's Corp., et al.*, No. 3:01-CV-691-H (W.D. Ky.)
6. *McCoy, et al. v. McDonald's Corp.*, No. 4:01 CV 431 (N.D. Fla.)
7. *Ohaber, et al. v. McDonald's Corp.*, No. 01-CV-543 (GTE) (E.D. Ark.)
8. *Popovich v. McDonald's Corp., et al.*, No. 01 C 6622 (N.D. Ill.)
9. *Squires v. McDonald's Corp., et al.*, No. 1:01CV2172 (D.D.C.)
10. *Stone v. McDonald's Corp., et al.*, No. 01-CV-5043 (E.D. Pa.)
11. *Verret v. Simon Marketing, et al.*, No. 01-CV-866 (M.D. La.)

APPENDIX C

RELATED STATE COURT ACTIONS

I. Illinois Actions

1. *Blackwell v. Simon Marketing, Inc. and McDonald's Corp.*, No. 01 CH 21645 (Circuit Court of Cook County, Chancery Division)
2. *Boland, et al. v. Simon Marketing, Inc. and McDonald's Corp.*, No. 01 CH 13803 (Circuit Court of Cook County, Chancery Division)
3. *Hammerman, et al. v. McDonald's Corp.*, No. 01 CH 15353 (Circuit Court of Cook County, Chancery Division)
4. *Jimenez, et al. v. McDonald's Corp.*, No. 01 CH 14438 (Circuit Court of Cook County, Chancery Division)
5. *Lee v. McDonald's Corp., et al.*, No. 01 CH 20130 (Circuit Court of Cook County, Chancery Division)
6. *Lowery, et al. v. Simon Marketing, Inc. and McDonald's Corp.*, No. 01 CH 14199 (Circuit Court of Cook County, Chancery Division)
7. *Manos v. McDonald's Corp. and Simon Worldwide, Inc.*, No. 01 CH 14042 (Circuit Court of Cook County, Chancery Division)
8. *Smith v. McDonald's Corp. and Simon Marketing, Inc.*, No. 01 CH 14327 (Circuit Court of Cook County, Chancery Division)

II. California Actions

1. *Burke v. McDonald's Corp., et al.*, No. GIC 773606 (San Diego County, California Superior Court)
2. *Engel v. McDonald's Corp., et al.*, No. LC 057417 (Los Angeles County, California Superior Court)
3. *Gelfuso, et al. v. McDonald's Corp., et al.*, No. BC 259519 (Los Angeles County, California Superior Court)
4. *Hicks v. McDonald's Corp., et al.*, No. BC 256 945 (Los Angeles County, California Superior Court)
5. *Knoblock v. McDonald's Corp. and Does 1-150*, No. GIN015087 (San Diego County, California Superior Court)

6. *Loefler, et al. v. McDonald's Corp., et al.*, No. 01 CC 00371 (Orange County, California, Superior Court)
7. *Mendoza, et al. v. McDonald's Corp., et al.*, No. BC 256646 (Los Angeles County, California Superior Court)
8. *Powell v. McDonald's Corp., et al.*, No. GIC 773181 (San Diego County, California Superior Court)
9. *Rooke v. McDonald's Corp., et al.*, No. 01 CC 00361 (Orange County, California Superior Court)

III. Florida Actions

1. *Harwood et al. v. McDonald's Restaurants of Florida, Inc.*, No. 01-20642 (Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida)
2. *Hoyos v. McDonald's Corp., et al.*, No. 01 20463 CA24 (Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida)