

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

BARRY CURTIS, et al, individually and on behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	No. 07 CH 27980
v.)	
)	Calendar 10
VIENNA BEEF LTD.,)	Judge Palmer
)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

This matter coming before the Court on Plaintiffs' Motion for Preliminary Approval of a certain Settlement Agreement and Release ("Agreement")¹ between Plaintiffs and Defendant, due notice having been given, and the Court being fully advised in the premises,

IT IS HEREBY ORDERED:

1. The class action settlement proposed in the Agreement has been negotiated at arms-length and is preliminarily determined to be fair, reasonable, adequate, and in the best interests of the Settlement Class.

2. The Court finds that the proposed settlement is well within the range of appropriate fairness and reasonableness and grants preliminary approval to it.

3. For purposes of settlement, the Court conditionally certifies the following class (the "Settlement Class") pursuant to 735 ILCS 5/2-801: All consumers residing in the United States (including the District of Columbia, territories and possessions) who have

¹ Capitalized terms used in this Order shall have the same meanings assigned those terms in the Agreement.

consumed and/or purchased any Vienna Beef Natural Casing Products and a) did not know that the casing on the Natural Casing Product consisted of pork/hog or sheep intestine casing and b) would not have consumed and/or purchased the Natural Casing Product if they had known the product's casing consisted of pork/hog or sheep intestine.

4. Plaintiffs Barry Curtis, Jay Lawrence, Morris Gershengorin, Michael Smolyansky and Martina Bartashnik are designated as representatives of the Settlement Class.

5. Lance A. Raphael, Stacy M. Bardo, and Allison A. Krumhorn of the Consumer Advocacy Center, P.C. are appointed as Class Counsel.

6. In the event that (i) the Agreement is terminated pursuant to its terms; (ii) the Settlement Agreement, Preliminary Approval Order, and Final Approval Order are not approved in all material respects by this Court; or (iii) the Agreement, Preliminary Approval Order, or Final Approval Order are reversed, vacated, or modified in any material respect by this or any other Court, then (a) all orders entered pursuant to the Agreement shall be vacated, including, without limitation, the conditional certification of the Settlement Class for purposes of settlement, (b) the instant action shall proceed as though a settlement had never been reached, and (c) the Agreement shall be null and void, and no reference to the prior Agreement, or any negotiations or documents related thereto, shall be made for any purpose; provided, however, that if the parties to the Agreement agree to jointly appeal an adverse ruling and the Agreement and Final Approval Order are upheld on appeal, then the Agreement and Final Approval Order shall be given full force. In the event of (i), (ii), or (iii) in this Paragraph 6, all parties reserve all of their rights existing prior to the execution of the Agreement, and the doctrines of res judicata and collateral estoppel shall not be applied.

7. A hearing on the fairness and reasonableness of the Agreement and to determine whether final approval shall be given to it and the requests for fees and expenses by Class Counsel (the "Final Approval Hearing") will be held before this Court on October 10, 2008 at 1:00 ~~a.m.~~^{p.m.} Class Counsel are to file their petition for attorneys' fees and expenses by at least 5 business days prior to the Final Approval Hearing.

8. The Court approves the proposed form of notice to the class (the "Summary Settlement Notice," and the "Detailed Settlement Notice," Exhibits B and C to the Agreement). Within thirty (30) days of the entry of this Order, Plaintiffs and Defendant will, subject to the terms of the Agreement, cause the Summary Settlement Notice and Detailed Settlement Notice to be published as required by the Agreement.

9. The Summary Settlement Notice and Detailed Settlement Notice fully comply with the requirements of 735 ILCS 5/2-803 and due process, constitute the best notice practicable under the circumstances, and are due and sufficient notice to all persons entitled to notice of the settlement of this lawsuit

10. Members of the Settlement Class shall have until September 18, 2008 to opt out of the Settlement Class. All members of the Settlement Class who properly file a timely written request for exclusion shall be excluded from the Settlement Class, and shall have no rights under the Agreement. A request for exclusion must be in writing and state the name of the Settlement Class Member, a current address, and contain an attestation that the person submitting the exclusion request would be a member of the Settlement Class but for exercising his or her opt out right. The request for exclusion must be also signed. Each request must also contain a signed statement that: "I WANT TO BE EXCLUDED FROM THE SETTLEMENT IN THE

VIENNA BEEF NATURAL CASING PRODUCTS LITIGATION.” The request must be signed and mailed to the address provided in the Settlement Notice and postmarked (or mailed by overnight delivery) by the date specified above. A request for exclusion that does not include all of the foregoing information, that is sent to an address other than the one designated in the Settlement Notice, or that is not sent within the time specified, shall be invalid and the person(s) serving such a request shall be a member(s) of the Settlement Class and be bound as a member of the Settlement Class, if the Agreement is finally approved.

11. Members of the Settlement Class shall have until September 18, 2008 to object to the proposed settlement. Any member of the Settlement Class who does not request exclusion may object to this settlement by appearing in person or through counsel, at his or her own expense, at the Final Approval Hearing to present any evidence or argument that may be proper and relevant, and shall file written objections specifically stating his or her objections and grounds therefore. No member of the Settlement Class shall be heard and no papers, briefs, pleadings, or other documents submitted by any such member of the Settlement Class shall be received and considered by the Court unless, within the time specified in the Settlement Notice, such member of the Settlement Class shall both file with the Court and mail to Class Counsel and counsel for Defendant, a written objection that includes (a) proof of membership in the Settlement Class, and (b) the specific grounds for the objection and any reasons why such member of the Settlement Class desires to appear and be heard, as well as all documents or writings that such member of the Settlement Class desires the Court to consider. Any member of the Settlement Class wishing to appear in person instead of submitting only written objections must submit (a) written objections specifically stating the grounds, (b) proof of membership in the Settlement Class, and (c) notice of the intention to appear, by the date specified above. If the

member of the Settlement Class wishing to object is an attorney or has retained an attorney, that attorney must also file a memorandum of law of no more than fifteen (15) pages with the Clerk of the Court and deliver same to Class Counsel and VB's Counsel with the objection. Any member of the Settlement Class who fails to object in the manner prescribed herein shall be deemed to have waived his or her objections and forever be barred from making any such objections in this action. Only members of the Settlement Class shall have the right to object to the settlement.

12. The Court approves the requirements of the Claim Form specified in the Agreement. In order to be valid, the Settlement Class member must include all required information on the Claim Form and mail or deliver the fully completed Claim Form to the address indicated on the Settlement Notice on or before November 10, 2008.

13. In aid of the Court's jurisdiction to implement and enforce the proposed settlement, Plaintiffs and all members of the Settlement Class shall, pending the Final Approval Hearing in this action, be preliminarily enjoined and barred from commencing or prosecuting any claim or action inconsistent with claims released in Paragraph 8 of the Agreement, either directly, representatively, derivatively, or in any other capacity, whether by a complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located. Nothing in this paragraph shall be construed to prevent a member of the Settlement Class from presenting objections to this Court regarding the Agreement in accordance with paragraph 11 of this Order.

14. All papers in support of or in opposition to final approval of the Agreement shall be filed and served in accordance with the following schedule: (a) any

objections by members of the Settlement Class, and any papers in opposition to approval of the settlement, shall be filed with the Court on or before September 18, 2008 and served as provided above, and (b) all papers in support of the settlement, including responses to objections, shall be filed with the Court and served on or before October 3, 2008. There shall be no replies, unless otherwise directed by the Court.

ENTERED:

DATE:

