

**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.)	

FINAL APPROVAL ORDER

On July 18, 2008 this Court preliminarily approved the Settlement Agreement and Release (“Agreement”)¹ reached between Plaintiffs and Defendant. The Court approved the form and content of the Settlement Notice, the manner of publication of the Summary Settlement Notice and the Detailed Settlement Notice, and the requirements and procedures for submission of Claim Forms by members of the Settlement Class.

On October 10, 2008, the Court held a final approval hearing to which all members of the Settlement Class, including any with objections, were invited. The Court, being fully advised in the premises, finds as follows:

IT IS HEREBY ORDERED

1. For purposes of implementation of this settlement and pursuant to 735 ILCS 5/2-801, the Court certifies the following class (the “Settlement Class”): All consumers residing in the United States (including the District of Columbia, territories and possessions) who have consumed and/or purchased any Vienna Beef Natural Casing Products and a) did not

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

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.

2. The Court finds that the provisions for notice to the Settlement Class satisfy the requirements of 735 ILCS 5/2-803 and due process.

3. The Court finds that the settlement is fair and reasonable, and hereby approves the Agreement. Any objections which were filed, timely or otherwise, have been considered and are overruled. Therefore, all members of the Settlement Class who have not opted out are bound by the Final Approval Order.

4. Defendant has taken and shall in the future take the following measures concerning the future marketing of all of its Vienna Beef branded Natural Casing Products:

- a. Defendant has modified its website so that it now expressly discloses that all Vienna Beef branded Natural Casing Products have either pork/hog or sheep casings. As an additional benefit to the Settlement Class, for so long as (1) Defendant sells Vienna Beef branded Natural Casing Products and (2) maintains a website accessible to the public, Defendant will continue to disclose on its website that Vienna Beef branded Natural Casing Products have either pork/hog or sheep casings;
- b. For so long as Defendant sells Vienna Beef branded Natural Casing Products, Defendant will not distribute any signage or marketing materials which refer to any of such products as "pure beef" or "100% beef;"

- c. With every wholesale box of Vienna Beef Natural Casing Products that Defendant sold during the month of August, 2008, Defendant included an information card (the “Information Card”) suitable for placement or posting at or near the ultimate point of sale, that disclosed that the casings of Vienna Beef branded Natural Casing Products consist of pork/hog or sheep intestine;
- d. On all posters distributed by Defendant after the Effective Date which depict any Vienna Beef branded Natural Casing Product, including without limitation the current version of the “Classic Polish,” “Hot Dog Classic” and “Chicago’s Hot Dog” posters, Defendant shall include the following text: “Our products are not manufactured to comply with any religious dietary restrictions and our natural casing products are manufactured using hog or sheep casings. For more information regarding our products, visit our website at <http://www.viennabeef.com>,” and
- e. With every wholesale box of Vienna Beef Natural Casing Products that Defendant sold during the month of August, 2008, Defendant included a notice to the vendor (the “Vendor Notice”) requesting that the vendors (1) make the Information Card available to consumers at or near the point of sale, and (2) take down and discard any old posters or signage which contain the terms “pure beef” or “100% beef.” The Vendor Notice also informed the vendor that the posters from Defendant referenced in Paragraph 4(d) above are available, and contained instructions on how to receive such posters at no cost to the vendor.

5. Upon the Effective Date each member of the Settlement Class (whether or not they have submitted a Claim Form) who has not timely and effectively requested exclusion from the settlement (collectively, "Settlement Class Releasers") hereby release, acquit and forever discharge Defendant and its past and present parents, subsidiaries, divisions and affiliates, and their respective agents, independent contractors, servants, employees, attorneys, predecessors, successors, assigns, officers, directors and shareholders, and all distributors and vendors who sell or have sold Natural Casing Products (collectively, the "Released VB Parties") from any and all claims, rights, actions, obligations, controversies, costs (including attorneys' fees), damages, demands and liabilities of any kind or nature whatsoever, from the beginning of time to the Effective Date, whether or not known now, anticipated or unanticipated, suspected or claimed, fixed or contingent, class or individual, accrued or unaccrued, which arise out of or relate in any way to VB's advertising and marketing of its Natural Casing Products, including but not limited to VB posters, advertisements, website representations, and other marketing materials made or distributed anytime prior to the entry of the Effective Date, and expressly including any such materials which use the terms "beef", "pure beef", "all beef", or "100% beef." Without limitation of the foregoing, this release provision expressly includes all claims which were made or could have been made in the Federal Action and in the Illinois State Court Action.

6. The Court approves the fee petition of Plaintiffs' counsel and hereby awards attorneys' fees and costs of \$150,000.00 payable to The Consumer Advocacy Center, P.C.

7. The Court finds the Agreement fair and made in good faith.

8. The Court dismisses the claims of all Plaintiffs and the Settlement Class against Defendant and the Released VB Parties with prejudice and without costs (other than what has been provided for in the Agreement).

9. Plaintiffs and all members of the Settlement Class are permanently enjoined and barred from commencing or prosecuting any action asserting any of the claims released pursuant to 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. Any person or entity who knowingly violates such injunction shall pay the costs and attorneys' fees incurred by Defendant or other Released VB Parties as a result of the violation.

10. The Court shall retain continuing jurisdiction over this action, the parties, and all members of the Settlement Class to determine all matters relating in any way to the Final Approval Order, the Preliminary Approval Order, or the Agreement, including but not limited to their administration, implementation, interpretation, or enforcement.

11. In the event that (i) the Agreement is terminated pursuant to its terms; (ii) the 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 the 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 certification of the Settlement Class and all other relevant portions of this Order, (b) the instant action shall proceed as though the Agreement had never been

reached, and (c) no reference to the prior Agreement, or any 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 11, 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.

12. Neither the Agreement, this Final Approval Order, nor any of their provisions, nor any of the documents (including but not limited to drafts of the Agreement, the Preliminary Approval Order or the Final Approval Order), negotiations, or proceedings relating in any way to the settlement, shall be construed as or deemed to be evidence of an admission or concession of any kind by any person, including Defendant, and shall not be offered or received in evidence, or subject to discovery, in this or any other action or proceeding except in an action brought to enforce its terms or except as may be required by law or court order.

13. The Court finds that because the settlement at issue utilizes a claims made (not a common fund) structure, 735 ILCS 5/2-807 (which relates to distribution of residual funds in common fund settlements) does not apply to this settlement.

ENTERED: _____

DATE: _____

