

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

FILED - 5

BARRY CURTIS, et al, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

VIENNA BEEF LTD.,

Defendant.

2008 OCT -3 AM 6:28

) COURT OF COOK
) COUNTY, ILLINOIS
) CHANCERY DIV.

) No. 07 CH 27980

) DONOVAN BROWN CLERK

) Judge Palmer

NOTICE OF FILING

TO: See Certificate of Service

PLEASE TAKE NOTICE that on October 3, 2008, the undersigned counsel filed
Plaintiffs' Memorandum in Support of Final Approval of the Parties' Class Action Settlement Agreement, a copy of which is hereby served upon you.

Respectfully submitted,

By: _____
One of Plaintiffs' Attorneys

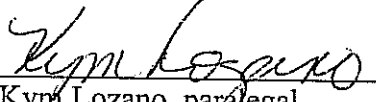
Lance A. Raphael
Stacy M. Bardo
Allison A. Krumhorn
The Consumer Advocacy Center, P.C.
180 West Washington, Suite 700
Chicago, Illinois 60602
(312) 782-5808

CERTIFICATE OF SERVICE

I, Kym Lozano, a paralegal, hereby certify under penalties of perjury according to 735 ILCS 5/1-109, that I served the attached *Plaintiffs' Memorandum in Support of Final Approval of the Parties' Class Action Settlement Agreement*, by faxing and placing copies in the U.S. Mail, with proper postage prepaid, on October 3, 2008 to the following:

Michael D. Hayes
Varga, Berger, Ledsky, Hayes & Casey
224 South Michigan Ave., Suite 350
Chicago, IL 60604
FAX: (312) 341-2900

Thomas J. Verticchio
Swanson, Martin & Bell
330 North Wabash Avenue, Suite 3300
Chicago, IL 60611
FAX: (312) 321-0990


Kym Lozano, paralegal

II. Fairness of the Settlement

In this case, the parties arrived at a settlement agreement which provides: (1) the ability for class members to obtain monetary reimbursements for each Natural Casing Hot Dog product consumed and/or purchased; (2) compensates the Plaintiffs for their participation in the case; and (3) sets forth a detailed process for modifications to Vienna Beef's marketing of its Natural Casing Hot Dog products designed to alert consumers to the inclusion of pork/hog and/or sheep casings. Plaintiffs are pleased to present for the Court's final approval what they are confident is a fair, just, and reasonable settlement that provides restitution to class members who submit claim forms and achieved reformed marketing of Vienna Beef's Natural Casing Hot Dog products as follows:

- a. Monetary Payments to Class Members. Vienna Beef has agreed to pay each class member, who submits a timely and truthful claim form, \$3.00 per each Natural Casing Hot Dog product consumed and/or purchased by that class member during the last five years. Up to \$300,000.00 (after deducting a maximum of \$50,000.00 as notice and administration costs) shall be available to pay claimants;
- b. Monetary Payments to the Class Representatives. Vienna Beef has agreed to pay each Class Representative \$2,500.00, as an incentive award for acting as representatives of the Settlement Class;
- c. Monetary Payments to the Individual Plaintiffs. Vienna Beef has agreed to pay each Individual Plaintiff \$500.00;
- d. Future Marketing of the Natural Casing Products. Vienna Beef has agreed to take the following measures concerning the future marketing of all of its Vienna Beef-branded Natural Casing Products: (1) Vienna Beef 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; (2) for as long as it sells Vienna Beef-branded Natural Casing Products and maintains a website accessible to the public, Vienna Beef will continue to disclose on its website that Vienna Beef-branded Natural Casing Products have either pork/hog or sheep casings; and (3) for as long as Vienna Beef sells Vienna Beef-branded Natural Casing Products, Vienna Beef will not distribute any signage or marketing materials which

refer to any of such hot dog or sausage products as “pure beef” or “100% beef;”

- e. Vendor Notifications. With every wholesale box of Vienna Beef-branded Natural Casing Products that it sold during August of 2008, Vienna Beef included an information card suitable for placement or posting by the vendor at or near the ultimate point of sale, which disclosed that the casings of Vienna Beef-branded Natural Casing Products consist of pork/hog or sheep intestine. Vienna Beef also included a Vendor Notice suggesting that vendors take down and discard any old posters or signage that contain the terms “pure beef” or “100% beef.” The Vendor Notice informed the vendor that the revised “Classic Polish,” “Hot Dog Classic” and “Chicago’s Hot Dog” posters will be distributed, at Vienna Beef’s expense, to the vendor upon the vendor’s request (*See Exhibit E*);
- f. Signage Modifications. On all posters distributed by Vienna Beef after the Effective Date of the Settlement Agreement, 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, Vienna Beef will insert 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
- g. Attorneys’ Fees and Expenses. In addition to the monetary compensation to the Class Members, the Class Representatives, and the Individual Plaintiffs, Vienna Beef has agreed to pay attorneys’ fees and expenses in an amount approved by the Court and up to \$150,000.00. *See Exhibit F.* These fees and expenses do not detract from any benefit being made available to the Class.

As noted in Plaintiffs’ submission in support of preliminary approval, when a settlement was negotiated at arm’s-length, it enjoys a presumption that it is fair, reasonable and in the best interest of the class.¹ And here, no objections or opt-outs were received that challenged the fairness of the settlement.

¹ *See, e.g., Hispanics United v. Village of Addison*, 988 F. Supp. 1130, 1149 (N.D. Ill. 1997); *State v. Nintendo of America, Inc.*, 775 F. Supp. 676, 680-81 (S.D.N.Y. 1991). *See also Steinberg v. System Software Assocs.*, 306 Ill. App. 3d 157 (1st Dist. 1999).

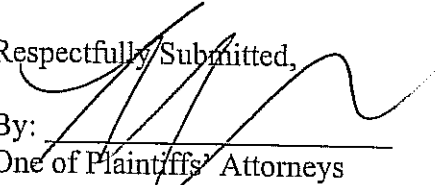
Upon final approval, the claims process – allowing class members to claim in to receive \$3.00 per Natural Casing Hot Dog product consumed and/or purchased by that class member during the last five years – will continue through November 10, 2008. Moreover, all posters distributed by Vienna Beef after the Effective Date of the Settlement which depict any VB branded Natural Casing Product will be modified to state: “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>.”

The parties’ proposed Final Approval Order requests that this Court retain continuing jurisdiction over this action, the parties, and all members of the settlement class to determine any matters that may arise relating to, among others, the administration, implementation, interpretation or enforcement of the settlement agreement.

III. Conclusion

Plaintiffs therefore respectfully request that the Court enter an order of final approval for the class action settlement, in the form attached hereto as Exhibit G.

Respectfully Submitted,

By: 
One of Plaintiffs’ Attorneys

Lance A. Raphael
Stacy M. Bardo
Allison Krumhorn
The Consumer Advocacy Center, P.C.
180 W. Washington, Suite 700
Chicago, Illinois 60602
(312) 782-5808

EXHIBIT A

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 or 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 ^{pm} ~~am~~. 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:



ENTERED JUDGE STUART PALMER-1621
JUL 18 2008
DOROTHY BROWN CLERK OF THE CIRCUIT COURT OF COOK COUNTY, IL DEPUTY CLERK

EXHIBIT B



7950 Jones Branch Drive • McLean, Virginia 22108
(703) 854-3400



VERIFICATION OF PUBLICATION

COMMONWEALTH OF VIRGINIA
COUNTY OF FAIRFAX

Being duly sworn, Antoinette Chase says that he is the principal clerk of USA TODAY, and is duly authorized by USA TODAY to make this affidavit, and is fully acquainted with the facts stated herein: August 11th, 12th, and 13th of 2008 on the following legal advertisement- Curtis, et al. v. Vienna Beef Ltd. published in the national edition of USA Today.

Principal Clerk of USA TODAY
August 25 2008

This 25 day of August month
2008 year.

Notary Public

Marcus Dane Edmonds
Notary Public ID 7165468
Commonwealth of Virginia
My commission expires
09/30/2012

EXHIBIT C



CERTIFICATE OF PUBLICATION


Chicago Tribune Company hereby certifies that it is the publisher of the Chicago Tribune; that the Chicago Tribune is an English language newspaper of general circulation, published daily in the City of Chicago, County of Cook and State of Illinois; that the Chicago Tribune has been so published continuously for more than one year prior to the date of first publication mentioned below and is further a newspaper as defined in Ill. Rev. Stat. Ch. 100, SS 5 & 10; that the undersigned is the duly authorized agent of the Chicago Tribune Company to execute this certificate on its behalf; and that a notice of which the annexed is a true copy was printed and published in said newspaper (3) times(s) and on the following dates:

Starting 08/11/08 and Ending 08/13/08

the first publication being on the earliest of said dates and the last publication being on the latest of said dates.

Executed at Chicago, Illinois this 13TH day of August, 2008.

CHICAGO TRIBUNE COMPANY

By 

Chicago Tribune - chicagotribune.com
435 North Michigan Avenue, Room 1015 - Chicago, Illinois 60611
(312) 222-3232 - Fax: (312) 222-4014

NOTICE OF CLASS ACTION SETTLEMENT

A class action settlement has been reached in Curtis, et al. v. Vienna Beef Ltd., a lawsuit pending in the Circuit Court of Cook County, Illinois (Case No. 07 CH 27980). In that lawsuit, the Plaintiffs allege that Defendant Vienna Beef Ltd. engaged in misleading advertising and marketing of its "natural casing" products. These products (referred to below as the "Natural Casing Products") consist of all Vienna Beef Ltd. products that have either pork/hog or sheep casings, including the following: Vienna Beef Natural Casing Jumbo Franks, Vienna Beef Natural Casing Polish Sausage, Vienna Beef Natural Casing Knockwurst, Vienna Beef Frankwurst, and Vienna Beef Natural Casing Franks. The court in the lawsuit has granted preliminary approval of the settlement and directed that this notice be published prior to considering whether to grant final approval to the settlement.

While the Defendant denies any wrongdoing, it has agreed to modify its advertising and marketing of its Natural Casing Products and to make financial benefits available to the following persons (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 know that the casing on the Natural Casing Product consisted of pork/hog or sheep intestine and b) would not have consumed and/or purchased the National Casing Product if they had known the product's casing consisted of pork/hog or sheep intestine.

All members of the Settlement Class should visit www.caclawyers.com/viennasettlement.html, which contains complete information about the lawsuit and the settlement, including how Settlement Class members can submit a claim to receive money under the settlement, how to be excluded from the settlement, how to object to final approval of the settlement, and the date and location of the final approval hearing. If you don't have access to the internet or otherwise have questions about the settlement, you may write to or call Plaintiffs' attorney, Lance A. Raphael, 180 W. Washington St., Ste. 700, Chicago, IL 60602 (312) 782-5808.

EXHIBIT D

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,

v.

VIENNA BEEF LTD.,

Defendant.

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No. 07 CH 27980

Judge Palmer

CERTIFICATION AS TO WEBSITE PUBLICATION

Under penalties of perjury as provided by 735 ILCS 5/1-109, I, Deborah Mahler, hereby state as follows:

1. I am the owner of MICE Training and Technology™ and as such, was hired to perform maintenance and monitoring of the website www.caclawyers.com. One of my functions as administrator was to make the Class Notice in *Curtis, et al., v. Vienna Beef Ltd.*, Case No. 07 CH 27980, available on www.caclawyers.com.

2. After the preliminary approval order was entered in this case, the Class Notice was posted on www.caclawyers.com/viennasettlement.html, where it will remain posted until the claims period ends on November 10, 2008.

3. Claim forms were and are available by clicking on the designated website links. Instructions for opting out and objecting to the settlement are also available on the website.

4. I am not aware of any problems with the website and have not been informed of any difficulties accessing the class notice information.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 2, 2008.



Deborah Mahler

EXHIBIT E

**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,)	
)	
v.	)	No. 07 CH 27980
)	
VIENNA BEEF LTD.,	)	Calendar 10
	)	Judge Palmer
)	
Defendant.)	

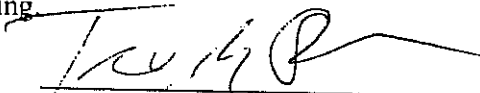
AFFIDAVIT

Tracey Stone, after being sworn on oath, deposes and states as follows:

1. I am employed by Vienna Beef Ltd. ("VB") as Vice President, Corporate Planning, and am authorized to submit this affidavit on VB's behalf.
2. VB has fully complied with its obligations to date under Paragraph 4 of the Settlement Agreement and Release (the "Agreement") in this matter, as follows:
 - a. VB's website continues to expressly disclose that all VB branded Natural Casing Products have either pork/hog or sheep casings, as required by ¶4(a) of the Agreement;
 - b. VB has ceased distributing signage or marketing materials which refer to any of its hot dog or sausage products as "pure beef" or "100% beef," as required by ¶4(b) of the Agreement;
 - c. With every wholesale box of VB branded Natural Casing Products that VB sold during the month of August, 2008, VB included the "Information Card" required by ¶4(e) of the Agreement;
 - d. Although not required to do so until the Effective Date (which has not occurred yet), VB has already modified new posters which depict VB branded Natural Casing Products to include the text required by ¶4(d) of the Agreement; and
 - e. With every wholesale box of VB branded Natural Casing Products that VB sold during the month of August, 2008, VB included the "Vendor Notice" required by ¶4(e) of the Agreement.

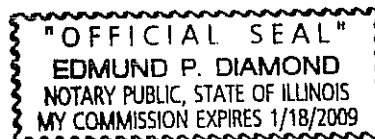
3. I have personal knowledge of the foregoing and could competently testify thereto if called as a witness in this or any other proceeding.

Dated: October 2, 2008



Tracey Stone

SUBSCRIBED and SWORN TO
before me this 2nd day of October, 2008





NOTARY PUBLIC

EXHIBIT F

**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.)	
)	
VIENNA BEEF LTD.,	)	Judge Palmer
)	
Defendant.)	

**CERTIFICATION OF PLAINTIFF'S COUNSEL IN SUPPORT OF
THE PARTIES' AGREEMENT ON ATTORNEYS' FEES**

Under penalties of perjury as provided by 735 ILL. COMP. STAT. 5/1-109, I, Lance A. Raphael, state as follows:

1. I am a member in good standing of the bars of the following courts:

Supreme Court of Illinois
November 4, 1993

U.S. District Court for the Northern District of Illinois
December 16, 1993

U.S. Court of Appeals, Second Circuit
January 17, 2002

U.S. Court of Appeals, Seventh Circuit
December 23, 2003

U.S. District Court for the Northern District of Indiana
June 8, 2005

U.S. District Court for the Eastern District of Wisconsin
December 12, 2007

U.S. District Court for the Eastern District of Michigan
March 17, 2008

2. I have also been admitted *pro hac vice* to, among others, the following courts:

The U.S. District Court for the District of Minnesota, St. Paul, Minnesota;

The Harris County State Court, Houston, Texas;
The Hennipan County State Court, Albany, California;
The U.S. District Court for the Eastern District of New York;
The U.S. District Court for the Southern District of New York;
The Superior Court of the State of Connecticut, J.D. of Stamford, Connecticut; and
The U.S. District Court for the Southern District of Florida.

Factors of Background

3. I am a 1993 graduate of the John Marshall School of Law. From 1993 until March 1996, I was employed by Teller, Levit, and Silvertrust in Chicago. From April 1996 until November 1998, I was employed by Horwitz, Horwitz & Associates.
4. In January of 1999, I founded The Consumer Advocacy Center, P.C. and I currently focus my practice on the representation of consumers in consumer rights litigation and class actions.
5. I am a member of the National Association of Consumer Advocates, a legal association devoted to the protection of consumers. I have authored the article, "Teaching an Old Law a New Trick: Repossessing Software Through Disablement." The Commercial Law Journal, Summer 1992, (advocating that the repossession of software may invariably lead to an illegal taking of personal property such as the work product of the user). I have lectured on the topic of "Proceeding in the American Arbitration Association and Issues on Class Actions" at the National Association of Consumer Advocates conference, which qualified for continuing legal education credit. I have also lectured on consumer rights topics to members of the public through the program "Law at the Library" sponsored by the Chicago Bar Association. In early May 2004, Consumer Action and its MoneyWi\$e financial literacy partner Capital One held a financial training in Chicago, IL designed to teach local community groups how to talk to their clients about money and financial management, where Rolando Berrelez of the Federal Trade Commission spoke on theft of identity issues and I spoke on consumer rights.
6. In 1998, I participated in and fulfilled the requirements to accept referrals on consumer fraud related cases from various state governmental agencies through a program sponsored by the Chicago Bar Association called "Law Day," previously held at the State of Illinois Center on a monthly basis.
7. I was appointed as a speaker at the November 2004 national conference on consumer rights hosted by the National Consumer Law Center; the National Consumer Law Center (NCLC) is the nation's consumer law expert, helping consumers, their advocates, and public policy makers use powerful and complex consumer laws on behalf of low-income and vulnerable Americans seeking economic justice. Topics upon which I spoke include: auto fraud practice tips from the experts, junk fax and telemarketing litigation, and arbitrating consumer cases.
8. I am a frequent guest lecturer for Lorman Education Services, a national continuing legal

education seminar service, where I have spoken on consumer issues related to foreclosure, repossession, and debt collection.

Litigation Experience

9. I have been and am currently involved in a number of consumer and class action cases, including:

- *Allen v. Homemakers*, 97M1113951, (Truth in Lending Act class action; class certified, settled, Illinois State Court, Cook County);
- *Ambalu v. Zwicker and Associates*, 98-CV-5945 (RLM) (Fair Debt Collection Practices Act, "FDCPA;" state-wide class action);
- *Bauer v. Reidler*, 97 L 36, (Consumer Fraud Act class action; national class certified through settlement, Illinois State Court, Cook County);
- *Bleich v. Nationsbanc Auto Leasing*, 99-0761 (DRH) (Consumer Lease Act; national class certified through settlement);
- *Burns v. First American Bank*, 04 C 7682, (Electronic Funds Transfer Act, national class certified through settlement);
- *Carter v. Unilever Hand Lotion*, 00 L 41 (national class action, settled);
- *Denihan v. Northwest Collectors*, 99 C 1649 (Fair Debt Collection Practices Act, settled);
- *Gelis v. Freedman*, 99 C 6275 (Fair Debt Collection Practices Act, settled);
- *Louis Gorchoff v. E.R. Solutions, Inc.*, C00-2168-Z (Fair Debt Collection Practices Act; state-wide class action certified through motion, later settled on a class basis);
- *Hohmann v. Universal Fidelity*, 98 C 8168, (Fair Debt Collection Practices Act state-wide class action);
- *Holman v. Spring Lakes Mobile Home Estates*, 05 CH 3842, (class action filed for violations of the Illinois Consumer Fraud Act and the Mobile Home Landlord and Tenant Rights Act; Circuit Court of Cook County, Chancery Division);
- *Kaplan v. Assetcare, Inc., Equifax Information Services, Inc., Columbia/HCA Healthcare Corporation, d/b/a Columbia Aventura Hospital & Medical Center*, 99-412-CIV-GOLD/JOHNSON, (FDCPA state-wide class action regarding violation of Florida Insurance Code);
- *Kirk v. Compaq Computer Corporation*, 97 C 5839 (National class action for deceptive service fees; federal RICO claims dismissed and remanded to state court of Harris County Texas);
- *Lawrence v. Borah, Goldstein*, 04 CV 3066, Fair Debt Collection Practices Act; U.S. District Court for the Southern District of New York;
- *Mailloux v. Arrow Financial Services*, 01-CV-2000 (JBW), (FDCPA state-wide class action certified through motion, class of 5,000 members);
- *McCabe v. Crawford*, 01 C 8194 (a state wide class action under the Fair Debt Collection Practices Act);
- *McCoy v. Lincoln Harbor Village*, 96 C 5200 (Federal Fair Labor Standards Act and Illinois Wage Payment and Collection Act; U.S. District Court for the Northern District of Illinois);

- *Michaels v. U.S. Robotics/3Com*, 97 CH 14417, 97 CV 769903 (National Consumer Fraud class action, Illinois State Court, Cook County and California State Court; class certified and settled for \$15,000,000.00 in class benefits, \$1,500,000.00 in attorney's fees);
- *Milburn v. Jel Sert Corporation*, 98 C 0639 (Race discrimination class action; settled for \$500,000.00; U.S. District Court for the Northern District of Illinois);
- *Moore v. Joe Rizza Chevy*, 99 C 1143 (Odometer fraud case; settled);
- *Puzis v. Duralube*, 99 0172523 S (Unfair and deceptive business practices act claim, national class action, settled for approximately \$4,000,000.00 in value to the class, \$950,000.00 in attorney's fees);
- *Sanders v. OSI Education Services, Inc.*, 01 C 2081 (Fair Debt Collection Practices Act state class action certified and settled);
- *Schmidt v. Nissan Motor Acceptance Corporation*, 99 C 7180 (National Consumer Leasing Act class action; settled);
- *Smith, et al. v. Credit Union 1*, 07 C 5939, (Electronic Fund Transfers Act; U.S. District Court for the Northern District of Illinois);
- *Stowe, Smith & Lovejoy v. PayDay Loan of Illinois, Inc.*, 99 CH 11461 (Truth in Lending Act, Consumer Installment Loan Act, Illinois Interest Act, Consumer Fraud; state-wide class action, settled);
- *Sutton v. Viking Oldsmobile*, CV 98-900 JMR/FLN (Minnesota state class action, Truth in Lending Act yield spread premium violation);
- *Wermer v. Momax Builders*, 98 CH 05336, (Consumer Fraud Act, Truth in Lending Act class action, Illinois State Court, Cook County);
- *Weniger v. Arrow Financial Services*, 03 C 6213, (Fair Debt Collection Practices Act, class action certified and settled);
- *Zempel v. American Family Publishers, Dick Clark and Ed McMahon*, 98 4000 (Consumer fraud, national class action, state-wide class in fourth judicial district of Minnesota; class certified; settled); and
- *Zietek v. James Chrysler*, 96 L 14279 (Consumer Fraud Act, Illinois State Court, Cook County).

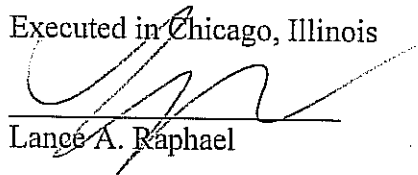
Time Spent and Hourly Rates

10. As of Thursday, October 2, 2008, a review of the firm's billing records reflects our office has spent over 511.2 hours of time on this litigation, or \$140,227.00 in fees. The firm has also accumulated \$1,565.94 in costs, for a total of \$141,792.94 in fees and costs as of October 2, 2008. This time was computed as follows: Lance A. Raphael – 98.9 hours at \$550.00 per hour; Stacy M. Bardo – 107.8 hours at \$300.00 per hour; Allison A. Krumhorn – 130.4 hours at \$250.00 per hour; Paralegals – 174.1 hours at \$120.00 per hour. Plaintiff's counsel has reviewed what work is still needed to be completed on this matter going forward until the end of the year and such work will exceed \$150,000.00 in fees and costs. For example, continuing work will need to be done on this case, including but not limited to: (1) preparation for and attendance at the Final Approval Hearing; (2) continuing monitoring of the claims process, which continues until November 10, 2008; (3) answering questions from class members during this continued claims process; and (4) working with defense counsel and the settlement administrator on resolution of and

payment of claims made, including a factual investigation as to which claims shall be rejected and which ones shall be approved and resolution of any differences on these issues arising from the claims process. While it is anticipated that such work will exceed \$150,000.00 in fees and costs, Plaintiffs' counsel and Defendant have agreed to a figure of \$150,000.00 for fees and costs in settlement as payment of reasonable fees and costs.

Pursuant to 735 ILL. COMP. STAT. 5/1-109, I, Lance A. Raphael, do hereby certify under penalties of perjury, that the above statements are true and correct to the extent that they reflect my personal knowledge and otherwise are based upon my information and belief.

Executed in Chicago, Illinois



Lance A. Raphael

Date: October 3, 2008

Lance A. Raphael
The Consumer Advocacy Center, P.C.
180 West Washington, Suite 700
Chicago, Illinois 60602
(312) 782-5808

EXHIBIT G

**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.)	
)	
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:

The Honorable Stuart E. Palmer

DATE:
