

SETTLEMENT AGREEMENT

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This Settlement Agreement (the "Settlement") is made and entered into as of March 22, 2002, by and among the following Parties (as further defined below): (a) Plaintiffs, on behalf of themselves and each member of the Plaintiff Settlement Class; and (b) McDonald's. This Settlement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), subject to the terms and conditions herein.

RECITALS

WHEREAS, Plaintiffs commenced the state court class action cases, described collectively herein as "the Litigation," which assert statutory and common law claims against McDonald's; and

WHEREAS, McDonald's denies any and all liability with respect to any and all facts and claims previously and currently alleged in the Litigation; and

WHEREAS, sharply contested issues of both law and fact exist concerning the allegations and claims made against McDonald's in the Litigation; and

WHEREAS, Plaintiffs' Counsel have conducted an extensive investigation into the facts and law relating to the Litigation; and

WHEREAS, Plaintiffs' Counsel have fully analyzed and evaluated the merits of all Parties' contentions and this Settlement as it impacts upon all Parties, including the individual members of the Plaintiff Settlement Class and the general public, and the likelihood that the actions, if not settled now, will be protracted and expensive, and are satisfied that the terms and conditions of this Settlement—including the issuance of an apology by McDonald's, the payment by McDonald's of \$10 million to a cy pres fund, the establishment by McDonald's of an advisory board, and McDonald's enhanced disclosures regarding the ingredients of its food products—are fair, reasonable, adequate and equitable, and that a settlement of the Litigation is in the best interests of the Plaintiff Settlement Class, as defined below, and the general public; and

WHEREAS, McDonald's desires to settle the Litigation on the terms and conditions herein set forth, for the purposes of avoiding further burden, expense, inconvenience, and interference with its ongoing business operations, and to dispose of burdensome and protracted litigation and therefore has determined that settlement of this Litigation on the terms set forth herein is in its best interests; and

WHEREAS, subsequent to the filing of the Litigation, McDonald's has made certain disclosures concerning the source of ingredients in its food products, which are available at McDonald's Internet website and McDonald's Restaurants.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiffs, the Plaintiff Settlement Class and McDonald's, themselves and through their undersigned counsel, agree to the settlement of the Litigation, subject to court approval, under the following terms and conditions.

1. 1. Definitions

1.1 1.1 "Effective Date" means the date upon which the time to appeal or otherwise seek appellate review of each of the events described in Paragraph 1.2 (a) through (c) below has expired or, appeals having been taken, the date upon which said appeals have been finally resolved without the possibility of further appeal.

1.2 1.2 "Final Approval" of this Settlement means the last date by which all of the following have occurred:

(a) Judgment is entered in the Illinois Action approving this Settlement;

(b) The California Action, the New Jersey Action, and the Washington Action are dismissed with prejudice; and

(c) The Circuit Court of Cook County, Illinois, has made an award of incentive payments to the Representative Plaintiffs.

1.3 1.3 "Judgment" means the judgment to be rendered by the Circuit Court of Cook County, Illinois, in the Illinois Action, approving this Settlement.

1.4 1.4 The "Litigation" means and includes the following individual cases, each of which was filed as a proposed class action:

- • *Sharma, et al. v. McDonald's Corporation; and McDonald's Restaurants of Washington, Inc.*, filed on May 1, 2001 in the Superior Court of King County, Washington, No. 01-2-12267 (the "Washington Action");
- • *Makker, et al. v. McDonald's Corporation; and McDonald's Restaurants of California, Inc.*, filed, on May 10, 2001 in the Alameda County Superior Court, California, No. 841162-4 (the "California Action");
- • *Block v. McDonald's Corporation*, filed on or about June 6, 2001 in the Circuit Court of Cook County, Illinois, No. 01 409137 (the "Illinois Action"); and
- • *Zimmerman v. McDonald's Corp.*, filed on June 27, 2001 in the Superior Court of New Jersey, Camden County, No. L 4057 01 (the "New Jersey Action").

1.5 1.5 "McDonald's" means McDonald's Corporation, McDonald's Restaurants of Washington, Inc., McDonald's Restaurants of California, Inc., McDonald's Restaurants of Texas, Inc., and Haljohn Holdings, Inc.

1.6 1.6 "McDonald's Restaurants" means any restaurant in the United States operated by McDonald's, McDonald's franchisees, or any entity owned in whole or in part by McDonald's.

1.7 1.7 "Parties" means the Representative Plaintiffs, the Plaintiff Settlement Class and all of its members, and McDonald's, and "Party" means any of said Parties.

1.8 1.8 "Plaintiffs" means the Representative Plaintiffs (as defined in Paragraph 1.13 herein) and members of the Plaintiff Settlement Class.

1.9 1.9 "Plaintiffs' Counsel" means: The Law Offices of Harish Bharti; Hagens Berman LLP; Edelman, Combs & Lattner, LLC; Block & Block, P.C.; The Law Offices of Arvind Mahendru; Ashish Mahendru; Davis, Cedillo & Mendoza, Inc.; Caddell & Chapman, P.C.; Kalikman & Masnik; and Berger & Montague, P.C.

1.10 1.10 "Plaintiff Settlement Class" means all persons resident in the United States including, but not limited to, vegetarians and Hindus, who: (i) have consumed food products from or at McDonald's Restaurants in the United States since July 23, 1990; and (ii) have concerns, objections, or dietary restrictions, whether ethical, moral, religious, philosophical, or health-related, with respect to the consumption of beef or meat; and who do not opt out.

1.11 1.11 "Released Claims" means all claims or causes of action, including "Unknown Claims" as defined below, that have been or could have been asserted by Plaintiffs, members of the Plaintiff Settlement Class, or any of them (on their own behalf and/or on behalf of the proposed class or the general public) against McDonald's or Releasees in the Litigation, and that are based upon facts, transactions, events, occurrences, acts, disclosures, statements, advertisements, omissions, or failures to act concerning whether or not food products served at McDonald's Restaurants contain any type of meat (for purposes of this Paragraph, "meat" includes but is not limited to beef) or meat by-products (for purposes of this Paragraph, "meat by-products" includes but is not limited to anything derived in whole or in part from any type of meat), are cooked in oils containing any type of meat or meat by-products, or are flavored with any type of meat or meat by-products. Released Claims include but are not limited to claims based upon or related to

any alleged unlawful, unfair, fraudulent or deceptive business or trade practice, breach, offense, or violation of federal statutory or common law or administrative provision or regulation.

1.12 1.12 "Releasees" means McDonald's and its predecessors, partners, subsidiaries, divisions, corporations, licensees, franchisees, employees, agents, suppliers, vendors, distributors, representatives, accountants, insurance carriers, officers, directors, stockholders and any entity owned in whole or in part indirectly, by McDonald's (and their respective heirs, executors, administrators, successors and assigns) involved in any way with the operation or activity associated with or related to McDonald's Restaurants.

1.13 1.13 "Representative Plaintiffs" means the persons named as plaintiffs in the Second Amended Complaint filed in the Illinois Action.

1.14 1.14 "United States" means the 50 states of the United States of America, the District of Columbia, and all territories and possessions of the United States of America.

1.15 1.15 "Unknown Claims" means all Released Claims which Plaintiffs and any members of the Settlement Class do not know or suspect to exist in their favor at the time of the release which, if known, might have affected their settlement with the Releasees, or might have affected their decision not to object to the Settlement.

SETTLEMENT TERMS

2. 2. Filing of Second Amended Complaint and Certification of Plaintiff Settlement Class

2.1 2.1 For the purposes of settlement and the proceedings contemplated herein, the Parties agree that, on or before March 29, 2002, a Second Amended Complaint shall be drafted by Plaintiffs' counsel in the Illinois Action by stipulation of the parties, with the approval of the Circuit Court of Cook County, Illinois, in conjunction with a motion for preliminary approval of the Settlement. The Second Amended Complaint shall be substantially in the form of Exhibit A to this Settlement. By this stipulation of the Parties, and on motions filed by their respective Illinois counsel, all counsel for Plaintiffs and McDonald's who are not admitted to practice before the Circuit Court of Cook County, Illinois shall, with court approval, be admitted to practice *pro hac vice*.

2.2 2.2 For the purposes of settlement and the proceedings contemplated herein, the Parties agree that a nationwide Plaintiff Settlement Class shall be certified in accordance with the definition of "Plaintiff Settlement Class" contained in Paragraph 1.10 of this Settlement. The Representative Plaintiffs shall represent the Plaintiff Settlement Class for settlement purposes and shall be appointed as Plaintiff Settlement Class representatives. Plaintiffs' Counsel shall be appointed as counsel for the Plaintiff Settlement Class. McDonald's consent to the Second Amended Complaint and nationwide class certification shall be for settlement purposes only and shall have no effect for any other purpose.

2.3 2.3 As part of the settlement process, the Parties shall apply to the Circuit Court of Cook County, Illinois, for entry of an order, substantially in the form of Exhibit B to this Settlement (the "Order Permitting Filing of Second Amended Complaint to be Filed and Conditionally Certifying a Plaintiff Settlement Class"), conditionally certifying the Plaintiff Settlement Class in accordance with the definition set forth in Paragraph 1.10 of this Settlement, that the Representative Plaintiffs adequately represent the Plaintiff Settlement Class and shall be its class representatives, and appointing Plaintiffs' Counsel as Plaintiff Settlement Class counsel.

2.4 2.4 The filing of the Second Amended Complaint, the certification of the nationwide Plaintiff Settlement Class, and the entry of the Order Permitting Filing of Second Amended Complaint to be Filed and Conditionally Certifying a Plaintiff Settlement Class shall be for settlement purposes only and shall have no effect for any other purpose.

Class, the appointment of the Representative Plaintiffs to act as the Plaintiff Settlement Class representative and the appointment of Plaintiffs' Counsel to act as Plaintiff Settlement Class counsel shall be binding only with respect to the Settlement. In the event that Final Approval does not occur for any reason, the Order Permitting Second Amended Complaint to be Filed and Conditionally Certifying a Plaintiff Settlement Class, and all of its provisions, shall survive and be enforceable by its own terms, and the Litigation shall revert to its status with respect to the complaints and class certification motions that existed prior to the date of this Settlement.

3. Settlement Amount

3.1 The Settlement Amount shall consist of \$10 million, to be placed in a cy pres fund for the benefit of charitable and/or other tax-exempt organizations to be mutually agreed upon by the Parties on or before the Settlement Date. Such funds shall be divided, to the extent practicable, as follows: 60 percent to vegetarian organizations; 20 percent to Hindu and/or Sikh organizations; 10 percent to children's nutrition and/or children's hunger relief organizations; and 10 percent to organizations promoting the understanding of Jewish law, standards and practices with respect to Kosher foods and dietary practices, and the observance of such standards by persons of the Jewish faith. Where appropriate and practicable, donations to organizations shall be designated for use to benefit educational programs and children's programs. The Parties agree that the following principles govern the selection of organizations to share in the cy pres fund:

- (a) The organizations' nonprofit status;
- (b) The organizations' dedication to the values of Hindu, Sikh and other beef-less dietary religions, vegetarianism, Kosher dietary rules, and the purposes set forth above (as applicable to the category of organization);
- (c) The organizations' exclusive or majority concentration of services in the United States;
- (d) The organizations' geographical reach within the United States; and
- (e) The organizations' willingness to use the donation for the stated purpose (e.g., children's nutrition, vegetarianism and/or nutrition).

3.2 In accordance with Paragraph 7.1, in the event an appeal is filed from the Judgment of Final Approval, the Parties shall place the \$10 million designated for the cy pres fund into an interest bearing escrow account, with interest to be paid by said interest. Once the conditions set forth in Paragraph 7.1 have been satisfied, the funds in the escrow account (including interest) shall be disbursed to the organizations set forth in Paragraph 3.1 above. In the event the Settlement is not approved, the funds in the escrow account (including interest) shall be paid to McDonald's.

4. Apology and Enhanced Disclosures

4.1 McDonald's agrees to issue an apology (the "Apology") at the time McDonald's provides the notice pursuant to Paragraph 13.1 herein. The Parties acknowledge that the Apology is a material part of the settlement of this Settlement. The Apology will be disseminated on McDonald's Internet website and will be accessible and displayed on the "Press Releases" and "Nutrition Facts" pages of that website. In addition, McDonald's will disseminate the Apology once each in the specialized publications listed in Paragraph 13.1, at the time McDonald's provides the notice pursuant to Paragraph 13.1. Reference to the existence of an Apology shall be made in the notice. The Apology will be posted on McDonald's Internet website for a period of 75 days. McDonald's will take no action to

dissemination of copies of the Apology. McDonald's will have no obligation to publish or otherwise disseminate the Apology after the expiration of the 75 day period referred to above.

4.2 4.2 Upon the provision of notice pursuant to Paragraph 13.1 below, and not before, this and each of the exhibits hereto, including the Apology, may be posted on the Internet websites maintained by Counsel.

4.3 4.3 The Apology shall be in the form attached hereto as Exhibit C.

4.4 4.4 McDonald's will circulate to managers of McDonald's Restaurants no later than forty business days after the Effective Date instructions for how restaurant employees should respond to customer inquiries concerning the nutritional/ingredient content of McDonald's menu items, and with direction as to where a copy of the information can be obtained.

5. 5. **Advisory Board**

5.1 5.1 McDonald's shall establish an advisory board (the "Advisory Board"), whose primary purpose shall be to make reports to McDonald's about the following matters:

- a. Describing the vegetarian, non-beef, and non-meat eating categories of consumers, as well as the dietary restrictions that correspond to each such category.
- b. Providing general guidelines that companies should follow if they choose to market to these constituencies.
- c. Providing information about how vegetarians can insure that their diet contains the nutrients they need for good health.

5.2 5.2 The Advisory Board shall present reports and make recommendations to at least three senior executives with responsibilities appropriate to the subjects of the reports and recommendations. McDonald's shall consider in good faith the Advisory Board's reports and recommendations.

5.3 ~~5.2~~5.3 The Advisory Board shall be formed and structured as follows:

- a. The term of the Advisory Board shall extend to the completion of the report and recommendations listed above, but shall in no event be shorter than one year or longer than three years.
- b. The Advisory Board shall meet at least semi-annually or quarterly, as the Advisory Board shall determine.
- c. Plaintiffs and McDonald's shall jointly select members of the Advisory Board, with the expectation that most members will have academic and/or consumer education backgrounds.
- d. McDonald's will pay for the formation, meetings and reports of the Advisory Board, with the limitation that the total cost to McDonald's will not exceed \$40,000.
- e. e. McDonald's shall make certain of its employees, such as McDonald's dietitians, available as resources for, or ex officio members of, the Advisory Board.

6. 6. Releases

6.1 6.1 Upon the Effective Date, each of the Plaintiffs and the members of the Plaintiff Settlement Class, well as the present, former, and future respective heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, trustees and assigns of Plaintiffs and each member of the Settlement Class, shall be deemed to have, and by operation of the Judgment, shall have, fully, finally, and irrevocably settled, released, relinquished and discharged any and all Released Claims, including but not limited to all Released Claims, against the Releasees.

6.2 6.2 Plaintiffs and each of the members of the Plaintiff Settlement Class, or any of them, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and irrevocably discovered facts in addition to or different from those which they know or believe to be true with respect to the matter of the Released Claims, but Plaintiffs and each of the members of the Plaintiff Settlement Class, as of the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and irrevocably released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed upon any equitable or legal equity now existing or coming into existence in the future. Thus, Plaintiffs and each of the members of the Plaintiff Settlement Class shall be deemed to have, and by operation of the Judgment shall have, waived and relinquished to the fullest extent permitted by law, the provisions, rights, and benefits of any law of the United States or any state of the United States, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, 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.

6.3 6.3 The Complaints in the California Action, the New Jersey Action and the Washington Action shall be dismissed with prejudice concurrent with Final Approval of the Settlement.

7. 7. Funding and Distribution of Settlement Benefits

7.1 7.1 Distribution of the cy pres fund and other settlement benefits shall be completed within ten (10) business days of the Effective Date. McDonald's counsel shall deliver to Plaintiffs' Counsel written confirmation that such payments have been made, including copies of checks that were delivered by McDonald's to the intended recipient organizations.

7.2 ~~7.1~~ 7.2 Consistent with the provisions of Section 10 below, payment of attorneys' fees and expenses of Plaintiffs' Counsel shall be made by McDonald's within fifteen (15) business days of the later of: (a) the date the court order is entered awarding such fees that is no longer subject to appeal; or (b) distribution of the cy pres fund and other settlement benefits set forth in Paragraph 7.1 above.

8. 8. Incentive Awards

8.1 8.1 McDonald's will set aside \$48,000 for incentive payments to the Representative Plaintiffs. The decision of who receives incentive payments and the amount of the incentive payments, subject to an aggregate maximum of \$48,000, will be left to the discretion of the Circuit Court of Cook County, Illinois. Neither Plaintiffs nor McDonald's will oppose the award of an incentive payment up to \$4,000 to any Representative Plaintiff.

Court award less than \$48,000 in incentive payments, the balance of the \$48,000 will be paid into the cy described herein.

9. 9. Notice and Administrative Costs

9.1 9.1 McDonald's shall bear all costs of providing notice to the Plaintiff Settlement Class and administering this Settlement. McDonald's shall not be required to reimburse Plaintiffs' counsel or their clients (including the Representative Plaintiffs, and members of the Plaintiff Settlement Class) for any costs incurred in connection with complying with the tax laws and/or otherwise implementing this Agreement.

10. 10. Attorneys' Fees and Costs

10.1 10.1 Plaintiffs' counsel shall make application to the Circuit Court of Cook County, Illinois, for attorneys' fees, costs and expenses, not to exceed \$2.452 million. McDonald's agrees not to oppose such application for attorneys' fees, costs and expenses.

10.2 ~~10.1~~10.2 The attorneys' fees, costs and expenses awarded by the Circuit Court of Cook County, Illinois, not to exceed \$2.452 million, shall be the total obligation of McDonald's to pay attorneys' fees, costs and expenses of any kind (including but not limited to travel, court reporter and videographer expenses, expert witness fees, and document review and production costs) to Plaintiffs' Counsel. Pursuant to written instructions from Plaintiffs' Counsel, McDonald's will pay attorneys' fees, costs and expenses in the form of separate checks payable to, or by wire transfers directed to, Hagens Berman LLP; the Law Offices of Harish Bharti; Cadden & Edelman, Combs & Lattuner, LLC; and Berger & Montague, P.C.

10.3 ~~10.1~~10.3 In accordance with Paragraph 7.2, in the event an appeal is filed from the Judgment awarding attorneys' fees and costs, McDonald's shall place the amount of attorneys' fees, costs and expenses awarded by the Circuit Court of Cook County, Illinois into an interest bearing escrow account, with escrow costs to be paid to the account (including interest). Once the conditions set forth in Paragraph 7.2 have been satisfied, the funds in the escrow account (including interest) shall be paid to Plaintiffs' Counsel within fifteen (15) business days; in the event the Settlement is ultimately awarded less in attorneys' fees than the Circuit Court of Cook County, Illinois awarded, any amount awarded to Plaintiffs' Counsel, including interest thereon, shall be paid to McDonald's.

11. 11. Announcement of Settlement

11.1 11.1 The Parties agree that the public announcement of the Settlement (including the Appendix) shall not occur until notice is commenced pursuant to Paragraph 13.1 herein. The fact of the Settlement, and the terms of the Settlement, shall remain strictly confidential until it is filed with the Circuit Court of Cook County, Illinois, and until the Court's motion for preliminary approval of the Settlement.

12. 12. Settlement Approval

12.1 12.1 The Settlement will be submitted to the Circuit Court of Cook County, Illinois, for approval as soon as possible after the signing of this Settlement. Plaintiffs and McDonald's shall file motions seeking a preliminary approval order, in the form of Exhibit D, preliminarily approving this Settlement as fair, just, reasonable and equitable, and approving notice to the Plaintiff Settlement Class as described in Paragraph 13.1 below, and setting a hearing

consider final approval of the Settlement and any objections thereto.

13. 13. Notice

13.1 13.1 Subject to the approval of the Circuit Court of Cook County, Illinois, as set forth in Paragraph 13.1 above, the Parties agree that as soon as practicable after Preliminary Approval, a notice of the pendency and the proposed settlement, substantially in the form of Exhibit E, shall be published once in *USA Today* and in the following specialized publications (or, if timely notice cannot be accomplished in any of those listed comparable publications):

- (a) (a) *Vegetarian Times*;
- (b) (b) *Vegetarian Voice*;
- (c) (c) *India Abroad* (U.S. distribution only);
- (d) (d) *India Tribune*;
- (e) (e) *India West*; and
- (f) (f) *The Forward*.

14. 14. Settlement Order and Judgment

14.1 14.1 At or before the final approval hearing, Plaintiffs shall move for a Settlement Order and Judgment substantially in the form of Exhibit F, granting final approval of this Settlement as final, fair, reasonable, and binding on all members of the Plaintiff Settlement Class who have not excluded themselves, and awarding reasonable attorneys' fees, costs and expenses, ordering that the Settlement Amount set forth in Paragraph 3.1 be delivered as set forth in this Settlement, ordering the releases as set forth in Section 6, and entering judgment in the Illinois Action. Plaintiffs shall also file papers in support of final approval of the Settlement.

15. 15. Right to Withdraw

15.1 15.1 The notice described in paragraph 13.1 above shall permit any prospective Plaintiff Settlement Class member (except Representative Plaintiffs) to elect not to be part of the Plaintiff Settlement Class and not be bound by this Settlement, if, within such time as is ordered by the Circuit Court of Cook County, Illinois, in the notice, the affected person mails a valid opt-out notice, all as more fully described in the notice attached as Exhibit E. At least ten (10) days prior to the final approval hearing, Plaintiffs' Counsel shall prepare a list of Plaintiff Settlement Class members (the "Settlement Opt-Outs") who, pursuant to the notice described herein, have sought to exclude themselves from the Plaintiff Settlement Class in a valid and timely manner, and shall file that list in the Circuit Court of Cook County, Illinois, with service (and proof of service) on McDonald's counsel. Notwithstanding anything else contained in this Settlement, if more than two hundred (200) of the prospective members of the Plaintiff Settlement Class opt out, then Plaintiffs may, at any time prior to or at such hearing, notify Plaintiffs' Counsel that it has elected to terminate this Settlement. If, at that event, this Settlement shall become null and void; the Litigation may continue and, pursuant to Paragraph 2.4 hereof, any order authorizing the filing of the Second Amended Complaint and/or conditionally certifying the Plaintiff Settlement Class shall be vacated.

16. 16. Jurisdiction

16.1 16.1 The Circuit Court of Cook County, Illinois, will retain continuing jurisdiction to oversee the implementation of the terms of the Settlement.

17. 17. Miscellaneous

17.1 17.1 Best Efforts. The Parties and their counsel shall use their best efforts to cause the Cook County, Illinois, to give preliminary approval to this Settlement as promptly as possible, to take all steps contemplated by this Settlement to effectuate the Settlement on the stated terms and conditions, and to obtain approval of this Settlement.

17.2 ~~17.1~~17.2 Change of Time Periods. The time periods and/or dates described in this Settlement with respect to the giving of notices and hearings are subject to approval and change by court order or by the agreement of Plaintiffs' Counsel and counsel for McDonald's, without notice to members of the Plaintiff Settlement Class.

17.3 ~~17.1~~17.3 Time for Compliance. If the date for performance of any act required by or under this Settlement falls on a Saturday, Sunday, or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Settlement.

17.4 ~~17.1~~17.4 Governing Law. This Settlement is intended to and shall be governed by the laws of the State of Illinois.

17.5 ~~17.1~~17.5 Entire Agreement. The terms and conditions set forth in this Settlement constitute a complete and exclusive statement of the agreement between the Parties hereto relating to the subject matter of this Settlement, superseding all previous negotiations and understandings, and may not be contradicted by any prior or contemporaneous agreement. The Parties further intend that this Settlement constitutes the complete and exclusive statement of its terms as among the Parties hereto, and that no extrinsic evidence whatsoever shall be introduced in any agency or judicial proceeding, if any, involving this Settlement. Any modifications of this Settlement must be in writing signed by all the Parties and their counsel.

17.6 ~~17.1~~17.6 Advice of Counsel and Rules of Construction. The determination of the terms and conditions of the drafting of, this Settlement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto and their counsel. The presumption found in California Civil Code section 1654 that unclear or ambiguous contract terms are interpreted against the party causing any uncertainty to exist—as well as any similar, comparable provisions, rights or benefits of any principle of common law, or any law of the United States or any territory of the United States—is hereby waived and relinquished, to the fullest extent permitted by law, by the Parties hereto.

17.7 ~~17.1~~17.7 Binding Agreement. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns of the Parties hereto.

17.8 ~~17.1~~17.8 No Waiver. The waiver by one Party of any provision or breach of this Settlement shall not be deemed a waiver of any other provision or breach of this Settlement.

17.9 ~~17.1~~17.9 Headings. The captions used in this Settlement are inserted for convenience only and shall not be deemed a part of this Settlement for construction or interpretation.

17.10 ~~17.1~~17.10 Notice. All notices to the Parties or counsel required by this Settlement, except notices to a Settlement Class member opt-outs and objections, shall be made in writing and communicated by fax at the following addresses:

If to Plaintiffs or Plaintiffs' Counsel:

Harish Bharti, Esq.....

17.11 ~~17.13~~ 17.11 Counterparts. This Settlement may be executed in counterparts, each of which constitute an original, including signatures transmitted by fax.

17.12 ~~17.13~~ 17.12 Denial of Liability. The Parties agree to enter into this Settlement as a compromise to avoid further expense, inconvenience, and the distraction of litigation and to put to rest all claims among the Parties that were or might have been alleged in the Litigation. McDonald's expressly denies liability of any kind whatsoever. The Parties agree that nothing in this Settlement shall be deemed, or asserted by any party or its representatives, to be an admission of liability or wrongdoing by any Party.