

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement") is made and entered into as of January 7, 2013, by and among the following Parties (all as further defined below): (a) The Representative Plaintiff, on behalf of himself and each member of the Plaintiff Settlement Class; and (b) Defendants. 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, the Representative Plaintiff commenced a class action in Wayne County (Michigan) Circuit Court (the "Litigation"), which asserts claims against Defendants; and

WHEREAS, Defendants deny any and all liability with respect to any and all facts and claims alleged in the Litigation and otherwise; and

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

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

WHEREAS, Plaintiffs' Counsel has 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 likelihood that the actions, if not settled now, will be protracted and expensive, and are satisfied that the terms and conditions of this Settlement 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, Defendants deny liability but desire to settle the Litigation on the terms and conditions herein set forth, for the purposes of avoiding further burden, expense, inconvenience, and interference with their ongoing business operations, and to dispose of burdensome and protracted litigation and therefore have determined that settlement of this Litigation on the terms set forth herein is in their best interests.

NOW THEREFORE, in consideration of the covenants and agreements set forth herein, Plaintiff, the Plaintiff Settlement Class and Defendants, themselves and through their undersigned counsel, agree to the settlement of the Litigation, subject to the Court's Preliminary Approval and Final Approval as provided herein, under the following terms and conditions.

DEFINITIONS

1.1 The "Litigation" means *Ahmed Ahmed v. Finley's Management Company and McDonald's Corporation*, Wayne County Circuit Court Case No. 11-014559-CZ.

1.2 "Effective Date" means later of the following: (a) the date upon expiration of time in which to appeal or otherwise seek appellate review of the Final Approval as described in Section 1.3 below; and (2), if an appeal has been taken, the date upon which such appeal has been finally resolved without the possibility of further appeal.

1.3 "Final Approval" of this Settlement means the date upon which Final Judgment is entered by the Wayne County Circuit Court in the Litigation approving this Settlement and dismissing the case with prejudice.

1.4 The "Representative Plaintiff" means Plaintiff Ahmed Ahmed.

1.5 "Defendants" means Finley's Management Company and McDonald's Corp.

and "Defendant" means either of them.

1.6 "Parties" means the Representative Plaintiff, the Plaintiff Settlement Class and all of its members, Finley's Management Company and McDonald's Corp., and "Party" means any of them.

1.7 "Plaintiffs" means the Representative Plaintiff and members of the Plaintiff Settlement Class.

1.8 "Plaintiffs' Counsel" means Jaafar & Mahdi Law Group, P.C.

1.9 "Plaintiff Settlement Class" means all persons: (a) who have purchased, received or consumed any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwich products, which were represented, stated, labeled, sold, advertised or offered in any manner as "Halal" or otherwise in compliance with dietary restrictions under Islamic law, and sold since September 1, 2005 at the McDonald's restaurants located at 13158 Ford Road, Dearborn, Michigan (between Oakman Boulevard and Schaefer Road) and 14860 Michigan Avenue, Dearborn, Michigan (between Greenfield Road and Schaefer Road); (b) who purchased, received or consumed such products due to dietary restrictions, concerns or any considerations of any kind, whether religious, moral, ethical or philosophical, and (c) who do not opt out of the Plaintiff Settlement Class.

1.10 The "Released Finley's Parties" means Finley's Management Company, Inc. ("Finley's Management Company") and all of its affiliates and subsidiaries (including any other McDonald's restaurants and franchises managed, owned and/or operated by Wise Finley or Finley's), suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or

activity associated with or related to Finley's Management Company and each of their respective present and former officers, directors, shareholders (including Wise Finley, Jr.), insurance carriers, employees, attorneys, representatives and agents.

1.11 The "Released McDonald's Parties" means McDonald's Corporation ("McDonald's Corp.") and all of its predecessors, partners, subsidiaries, affiliates, divisions, parent corporations, licensees, franchisees (including but not limited to McDonald's restaurants located at 13158 Ford Road, Dearborn, Michigan and at 14860 Michigan Avenue, Dearborn, Michigan) suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or activity associated with or related to McDonald's restaurants and each of their respective present and former officers, directors, shareholders, employees, insurance carriers, attorneys, representatives and agents.

1.12 The "Released Pickard Parties" means William F. Pickard ("Pickard"), Bearwood Management Company, Inc. ("Bearwood"), Waterwood McDonald's, Inc. ("Waterwood") and Green-Mich, Inc. d/b/a McDonald's Store no. 4870 ("Green-Mich"), located at 14860 Michigan Avenue, Dearborn, Michigan, and all of their respective affiliates and subsidiaries (including any other McDonald's restaurants and franchises managed, owned and/or operated by William F. Pickard, Bearwood, Waterwood or Green-Mich), suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or activity associated with or related to Bearwood, Waterwood and Green-Mich and each of their respective present and former officers, directors, shareholders, insurance carriers, employees, attorneys, representatives and agents.

1.13 "Claims and Causes of Action" shall mean any and all past, present or future claims, causes of action, theories or rights of recovery, damages, demands, obligations, debts, accounts, bills, costs or expenses, personal injury, loss or diminution of compensation of any nature, lost profits, attachments, garnishments, liens or losses of any nature or kind whatsoever, whether direct or derivative.

1.14 The "Court" shall mean the Wayne County (Michigan) Circuit Court.

SETTLEMENT TERMS

2. Preliminary Approval of the Settlement by the Court and Notice to the Plaintiff Settlement Class

2.1 For the purposes of this Settlement and the proceedings contemplated herein, the Parties stipulate and agree that a Plaintiff Settlement Class shall be certified in accordance with the definition of "Plaintiff Settlement Class" contained in Section 1.9 of this Settlement. The Representative Plaintiff shall represent the Plaintiff Settlement Class for settlement purposes and shall be appointed as Plaintiff Settlement Class representative. Plaintiffs' Counsel shall be appointed as counsel for the Plaintiff Settlement Class. Defendants consent to class certification for settlement purposes only; which shall have no effect for any other purpose, as further provided below.

2.2 As part of the process of entering into and consummating the Settlement, the Parties shall apply to the Court for entry of an Order Conditionally Certifying a Plaintiff Settlement Class and Preliminarily Approving the Proposed Class Settlement ("Preliminary Approval Order"), in the form attached as Exhibit A, conditionally certifying the Plaintiff Settlement Class in accordance with the definition set forth in Section 1.9 of this Settlement, determining that the Representative Plaintiff adequately represents the Plaintiff Settlement Class and shall be its class representative, appointing Plaintiffs' Counsel as Plaintiff Settlement

Class counsel and providing the form, content and manner of notice to the Plaintiff Settlement Class.

2.3 The certification of the Plaintiff Settlement Class, the appointment of the Representative Plaintiff 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 this Settlement. In the event that Final Approval does not occur for any reason, the Preliminary Approval Order, and all of its provisions, shall be vacated by its own terms, and the Litigation shall revert to its status with respect to the Litigation as it existed prior to the date of this Settlement.

2.4 Subject to the approval of the Court, and as provided in the Preliminary Approval Order, the Parties agree that as soon as practicable after entry of the Preliminary Approval Order, but not later than January 21, 2013, the Notice of Proposed Class Settlement (the "Notice"), substantially in the form of Exhibit B, shall be published as follows for a period of twenty-eight days:

(a) at the McDonald's franchises located at 13158 Ford Road and 14860 Michigan Avenue, in Dearborn, Michigan, copies conspicuously and continuously available at or near the cash registers and a decal affixed to the entrance doors and drive through window that indicates that the Notice is available inside the premises.

(b) at the mosques indicated below posted on the public bulletin board, with copies conspicuously and continuously available as practicable, and with translations available at five of the mosques as indicated below:

In Dearborn, Michigan

The Dearborn Mosque (with copies available in Arabic)

Islamic Center of Detroit (with copies available in Arabic)

The Islamic House of Wisdom (with copies available in Arabic)

Islamic Center of America

The American Muslim Center

In Canton, Michigan

Muslim Community of Western Suburbs Mosque

In Rochester Hills, Michigan

Islamic Association of Greater Detroit

In Hamtramck, Michigan (with copies available in Arabic and Bengali)

Masjid al falah

Masjid Muath bin Jabal

In Farmington Hills, Michigan

Tawheed Center

In Bloomfield Hills, Michigan

Muslim Unity Center

In Franklin, Michigan

Islamic Cultural Association

In Ann Arbor, Michigan

Islamic Center of Ann Arbor

In Swartz Creek, Michigan

Flint Islamic Center

In Grand Blanc, Michigan

Grand Blanc Islamic Center

In Toledo, Ohio

Toledo Muslim Community Center

Islamic Center of Greater Toledo

(c) at the Health Unit on Davison Avenue, Inc. (the “HUDA Clinic”), located at 13240 Woodrow Wilson Street, Detroit, Michigan, with copies conspicuously and continuously available.

(d) at the Arab American National Museum, located at 13624 Michigan Avenue, Dearborn, Michigan, with copies conspicuously and continuously available.

(e) at ACCESS, located at 2651 Saulino Court, Dearborn, with copies conspicuously and continuously available (including copies in Arabic), if permitted by its management.

(f) in The Arab American News (Dearborn, Michigan), once each during the weeks of January 21 and 28 and February 4, 2013.

(g) on www.toledomuslims.com, if permitted by the operators of the website.

2.5 Plaintiffs’ Counsel shall bear the expense of effecting the Notice, which shall be included in the costs awarded by the Court under Section 5.1 below.

Plaintiffs’ Counsel shall post the Notice (and provide copies) at the above listed mosques and shall remove such Notice on the 29th day after posting; and shall undertake publication on Counsel’s web site and with *The Arab American News* and www.toledomuslims.com.

McDonald's Counsel shall post the Notice (and provide copies) at Waterwood, the HUDA Clinic, the Arab American Museum and ACCESS and shall remove such Notice on the 29th day after posting.

Finley's Counsel shall post the Notice (and provide copies) at Finley's and shall remove such Notice on the 29th day after posting.

3. Settlement Amount, Payment into Escrow and Final Distribution

3.1 The "Settlement Amount" shall consist of \$700,000 to be paid by Defendants. The "Net Settlement Proceeds" shall consist of the remaining balance of the Settlement Amount after deduction of attorneys' fees, expenses and costs for Plaintiffs' Counsel and an incentive award, if any, for the Representative Plaintiff as determined by the Court.

3.2 Within fifteen (15) calendar days of the Court's entry of the Preliminary Approval Order, Defendants shall place the Settlement Amount into an interest bearing escrow account, with escrow costs to be paid by such interest.

3.3 Within fifteen (15) calendar days of the Effective Date, the Escrow Agent shall effect the following disbursements:

(a) the Net Settlement Proceeds shall be disbursed as follows:

(i) \$274,000.00 to the Health Unit on Davison Avenue, Inc. ("HUDA"), a 501(c)(3) charitable organization which operates a clinic three weekdays per week to provide medical services without charge, for the purpose of:

- Completing the build-out of the clinic's facilities (including the dental facility);

- Adding a fourth weekday of service at the HUDA clinic for a period of 18 months (and based upon which HUDA shall develop a plan to sustain such fourth day of services beyond the 18 months); and
- Providing a free health fair in Flint and in Toledo.

(ii) the balance of the Net Settlement Proceeds to the Arab American National Museum in Dearborn, Michigan to provide to K through 12 students from the Arab American community admission to the museum, guided tours, on-site programming and writing workshops and contest awards pursuant to the Museum's proposal as described in Section 3(b) of the Class Notice which is attached hereto as Exhibit B;

(b) attorneys' fees, expenses and costs, as determined by the Court, to Plaintiffs' Counsel; and

(c) an incentive award, if any, to the Representative Plaintiff, as determined by the Court.

3.4 In the event that the Court does not grant Final Approval, or an appellate court vacates Final Approval, the Escrow Agent shall return the Settlement Amount (including interest that is not utilized for payment of the cost of Escrow) to Defendants as they direct.

4. Release of Claims and Dismissal of the Litigation with Prejudice

4.1 Plaintiffs hereby forever waive, release and discharge Defendants, the Released Finley's Parties, the Released Pickard Parties and the Released McDonald's Parties from any and all Claims and Causes of Action which Plaintiffs have or may have had, whether presently asserted or not, or may hereafter have, whether known or unknown and whether foreseen or unforeseen. based upon facts, transactions, events, occurrences, acts, disclosures, statements, representations, advertisements, labels, offers, omissions, or failures to act that occurred prior to

and through the Effective Date concerning whether or not any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwich products purchased, served or received at the McDonald's restaurants located at 13158 Ford Road, Dearborn, Michigan (between Oakman Boulevard and Schaefer Road) or 14860 Michigan Avenue, Dearborn, Michigan (between Greenfield Road and Schaefer Road) were "Halal" or otherwise in compliance with dietary restrictions under Islamic law (the "Released Claims"). The Released Claims include but are not limited to unasserted Claims and Causes of Action based upon or related to any alleged unlawful, unfair, fraudulent or deceptive business or trade practice, breach of contract or agreement, offense, or violation of any state or federal statutory or common law (or in equity) or administrative provision or regulation. This release shall be deemed to have, and by operation of the Judgment, shall have, fully, finally, and forever settled, released, relinquished and discharged any such Claim and Causes of Action against Defendants, the Released Finley's Parties, the Released Pickard Parties and the Released McDonald's Parties and each of them.

4.2 Should Plaintiffs, or any of them or any of their representatives and/or agents, hereinafter discover facts in addition to or different from those which they know or believe to be true with respect to the subject matter of the Released Claims, Plaintiffs nonetheless have forever settled, waived, released and discharged any and all such additional or further Claims and Causes of Action pursuant to Section 4.1 above, and by operation of the Judgment, whether such additional or further Claims and Causes of Action are presently 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 theory of law or equity now existing or coming into existence in the future.

4.3 Concurrent with Final Approval, the Court shall dismiss the Litigation with prejudice.

5. Court Determinations of Attorneys' Fees and Costs and Incentive Award

5.1 Plaintiffs' Counsel shall make application to the Court for an award of attorneys' fees not to exceed in the aggregate \$233,333 plus actual out-of-pocket costs and expenses which shall be paid from the Settlement Amount as provided in Section 3.3 above. Defendants agree not to oppose such application for attorneys' fees, costs and expenses.

5.2 The attorneys' fees, costs and expenses awarded by the Court shall constitute the total obligation of Defendants to pay attorneys' fees, costs and expenses of any kind to Plaintiffs' Counsel.

5.3 It is understood that in connection with this Settlement the Representative Plaintiff shall apply to the Court for an Incentive Award predicated upon the extent of his personal involvement in the investigation and prosecution of the Litigation. Such Incentive Award, if any, shall be left to the sound discretion of the Court and if awarded by the Court shall be paid from the Settlement Amount as provided in Section 3.3 above, but not from Plaintiffs' Counsel's fees, costs and expenses. Defendants agree not to oppose the application for an Incentive Award.

6. Defendants' Right to Withdraw From and Terminate the Settlement

6.1 The Preliminary Approval Order and the Notice described in Section 2 above shall permit any prospective Plaintiff Settlement Class member (except the Representative Plaintiff) to elect not to be part of the Plaintiff Settlement Class and not to be bound by this

Settlement, if, within such time as is ordered by the Court, and contained in the Notice, such person files with the Court a valid opt-out notice, as more fully described in the Notice attached hereto as Exhibit B. Before the final approval hearing, counsel for the Parties shall review the submissions made by or on behalf of individuals who, pursuant to the notice described herein, have sought to exclude themselves from the Plaintiff Settlement Class (the “Settlement Opt-Outs”). Notwithstanding anything else contained in this Settlement, if more than twenty-five (25) individuals timely file valid Opt-Outs from the Plaintiff Settlement Class, Defendants may, at any time prior to Final Approval, notify Plaintiffs' Counsel and the Court that they have elected to terminate this Settlement. In that event, this Settlement shall become null and void, the Preliminary Approval Order shall be vacated and the Litigation shall continue.

7. Final Approval of Settlement Order and Entry of Final Judgment

7.1 The Parties shall move for entry of an Order of Final Approval of Settlement and Final Judgment. Upon Final Approval of the Settlement, Judgment shall be entered providing for, among other things: (i) a determination that certification of the Settlement Class is appropriate in the action; (ii) approval of the Settlement, judging its terms to be fair, reasonable, adequate and in the best interests of the Plaintiffs, Settlement Class Members, and members of the public, and directing its consummation in accordance with its terms; (iii) the dismissal of the Litigation on the merits, with prejudice, and without costs (except as otherwise provided herein); (iv) approval of Plaintiffs' Counsel's request for payment of attorneys' fees and reimbursement of costs in accordance with Section 5 above; (v) determination of the Representative Plaintiff's application for an Incentive Award; (vi) authorization of the distribution of the Settlement Amount in accordance with Section 3.3 above; and (vii) a permanent injunction barring and enjoining the Plaintiffs and Class Members from asserting,

commencing, prosecuting, or continuing any of the Released Claims against any and all of the Released Parties.

8. Settlement to Remain Confidential Until Court Approval Proceedings

8.1 The Parties agree that the fact of the Settlement, and the terms of the Settlement, shall remain strictly confidential until it is filed with the Court, as part of the motion for preliminary approval of the Settlement.

9. Jurisdiction

9.1 The Court shall retain continuing jurisdiction to oversee and enforce the terms of the Settlement.

10. Miscellaneous

10.1 Best Efforts. The Parties and their counsel shall use their best efforts to cause the Court 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 final approval of this Settlement.

10.2 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 written agreement of Plaintiffs' Counsel and counsel for each Defendant, without notice to members of the Plaintiff Settlement Class.

10.3 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.

10.4 Governing Law. This Settlement is intended to and shall be governed by the laws of the State of Michigan, without regard to the application of any conflict of laws principles.

10.5 Entire Agreement. The terms and conditions set forth in this Settlement constitute the complete and exclusive statement of the agreement between the Plaintiff Settlement Class and Defendants relating to the subject matter of this Settlement, superseding all previous negotiations and understandings, and may not be contradicted by evidence of any prior or contemporaneous agreement. The Parties further intend that this Settlement constitutes the complete and exclusive statement of its terms as among the Plaintiff Settlement Class and Defendants, and that no extrinsic evidence whatsoever may be introduced in any agency or judicial proceeding, if any, involving this Settlement.

10.6 Modifications by the Parties. Unless expressly provided herein, this Settlement may be amended, modified, waived, discharged or terminated only by a written instrument signed by Counsel for each Party. Amendments and modifications may be made without notice to the Plaintiff Settlement Class, unless such notice is required by the Court.

10.7 Modification by the Court. All terms of, and Exhibits to, the Settlement are material and integral parts hereof. To the extent that the Court determines to revise any aspect of this Settlement, or determines that any term or provision is unenforceable, each Party reserves the right, in their sole discretion, to terminate this Settlement.

10.8 Advice of Counsel and Rules of Construction. The determination of the terms of, and the drafting of, this Settlement has been effected by mutual agreement after

negotiation, with consideration by and participation of all Parties hereto and their counsel and, therefore, no provision shall be construed or interpreted with reference to construction rules concerning the drafter of a document.

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

10.10 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.

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

10.12 Notice. All notices to the Parties or Counsel required by this Settlement, except Plaintiff Settlement Class member opt-outs and objections, shall be made in writing and communicated by fax and mail to the following addresses:

To the Representative Plaintiff:

Kassem M. Dakhallallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
23400 Michigan Ave., Suite 110
Dearborn, MI 48124

To Finley's Management Company:

Brian Eldridge, Esq.
SEGAL McCAMBRIDGE SINGER & MAHONEY
233 S. Wacker Drive, Suite 5500
Chicago, IL 60606

To McDonald's Corp.:

Thomas G. McNeill, Esq.
DICKINSON WRIGHT PLLC

500 Woodward Ave., Suite 4000
Detroit, MI 48226

10.13 Authority to Execute and Deliver. The undersigned counsel represent that they are fully authorized by their respective clients to enter into, execute and deliver the Settlement.

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

10.15 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 hereto that were or might have been alleged in the Litigation. Finley's Management Company and McDonald's Corp. expressly deny liability of any kind whatsoever and 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.

APPROVED AND AGREED:

Kassem M. Dakhllallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
Attorneys for Plaintiff

Brian Eldridge
SEGAL McCAMBRIDGE SINGER
& MAHONEY
Attorneys for Defendant
Finley's Management Company, Inc.

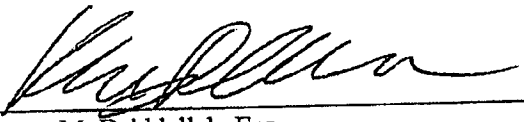
Thomas G. McNeill, Esq.
DICKINSON WRIGHT PLLC
Attorneys for Defendant McDonald's Corp.


10.13 Authority to Execute and Deliver. The undersigned counsel represent that they are fully authorized by their respective clients to enter into, execute and deliver the Settlement.

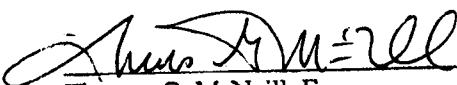
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APPROVED AND AGREED:


Kassem M. Dakhallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
Attorneys for Plaintiff


Brian Eldridge
SEGAL McCAMBRIDGE SINGER
& MAHONEY
Attorneys for Defendant
Finley's Management Company, Inc.


Thomas G. McNeill, Esq.
DICKINSON WRIGHT PLLC
Attorneys for Defendant McDonald's Corp.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

AHMED AHMED, individually and on behalf of
all similarly-situated persons,

Plaintiffs

Case No. 11-014559-CZ
Hon. Kathleen Macdonald

v.

McDONALD'S CORPORATION and
FINLEY'S, MANAGEMENT COMPANY,
d/b/a McDonald's #11663,

Defendants

JAAFAR & MAHDI LAW GROUP, P.C.
Kassem M. Dakhallah (P70842)
Zakaria M. Mahdi (P70728)
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23400 Michigan Ave., Suite 110
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(313) 223-3500

SEGAL McCAMBRIDGE SINGER & MAHONEY
Brian H. Eldridge, admitted *pro hac vice*
Eric P. Conn (P64500)
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39475 Thirteen Mile Rd., Ste. 203
Novi, MI 48377
(248) 994-0060

**ORDER CONDITIONALLY CERTIFYING A PLAINTIFF SETTLEMENT CLASS
AND PRELIMINARILY APPROVING PROPOSED CLASS SETTLEMENT**

At a session of said Court held in the Circuit Court for the County of
Wayne, State of Michigan, on _____, 2013

PRESENT: HONORABLE KATHLEEN MACDONALD
Circuit Court Judge

The Court has reviewed *in camera* the Settlement Agreement among the parties, reviewed the Motion for Preliminary Approval of Class Settlement and brief in support and has conducted a hearing on January 18, 2013.

NOW, THEREFORE, IT IS HEREBY ORDERED AS FOLLOWS:

Conditional Certification of a Plaintiff Settlement Class

1. Pursuant to MCR 3.501(A) and (B), the Court hereby conditionally certifies a Plaintiff Settlement Class of all persons: (a) who have purchased, received or consumed any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwich products, which were represented, stated, labeled, sold, advertised or offered in any manner as “Halal” or otherwise in compliance with dietary restrictions under Islamic law, and sold since September 1, 2005 at the McDonald’s restaurants located at 13158 Ford Road, Dearborn, Michigan (between Oakman Boulevard and Schaefer Road) or 14860 Michigan Avenue, Dearborn, Michigan (between Greenfield Road and Schaefer Road); (b) who purchased, received or consumed such products due to dietary restrictions, concerns or any considerations of any kind, whether religious, moral, ethical or philosophical, and (c) who do not opt out of the Plaintiff Settlement Class.

2. The Court has considered each of the factors set forth in MCR 3.501(A)(2) and finds that:

- (a) the class is so numerous that joinder of all members is impracticable;
- (b) there are questions of law and fact common to the members of the class that predominate over questions affecting only individual members;
- (c) the claims of the Representative Plaintiff are typical of the claims of the class; and
- (d) the maintenance of the action as a class action will be superior to other available methods of adjudication in promoting the convenient administration of justice.

Appointment of Representative Plaintiff

3. The Court hereby appoints Plaintiff Ahmed Ahmed as the Representative Plaintiff for the Plaintiff Settlement Class. Mr. Ahmed resides at 21932 Beechcrest St., Dearborn Heights, MI.

4. The Court finds that Plaintiff Ahmed Ahmed, as the Representative Plaintiff, will fairly and adequately assert and protect the interests of the Class.

Appointment of Counsel for the Plaintiff Settlement Class

5. The Court hereby appoints Jaafar & Mahdi Law Group, P.C. as Counsel for the Plaintiff Settlement Class.

6. The Court finds that Jaafar & Mahdi Law Group, P.C. will fairly and adequately assert and protect the interests of the Plaintiff Settlement Class.

Preliminary Approval of Settlement

7. The Court finds that the proposed Settlement, as embodied in the terms set forth in the Settlement Agreement, is fair, reasonable and adequate and, therefore, the Court hereby grants preliminary approval of the Settlement.

Notice to the Plaintiff Settlement Class

8. Pursuant to MCR 3.501(C)(5), the Court finds that the content of the notice specified in the Settlement, and as embodied in Exhibit B thereto, is reasonable and adequate and complies with the Court Rule Requirements.

9. Pursuant to MCR 3.501(C), and specifically in consideration of the factors set forth in MCR 3.501(C)(4)(b) and (c), the Court finds the manner of the notice specified in the Settlement reasonably is calculated to reach the members of the Plaintiff Settlement Class.

10. Pursuant to MCR 3.501(C)(6), the Court hereby orders that Plaintiff shall bear the expense of Notice to the Class, that Counsel for the Plaintiff Settlement Class may advance such costs and that such costs properly shall be included in an award of attorneys' fees, costs and expenses.

Exclusion (Opt Out) from the Plaintiff Settlement Class

11. Pursuant to MCR 3.501(C)(3), any person who is a member of the Plaintiff Settlement Class may exercise his/her right to be excluded from the Settlement, from this action and any order or judgment entered by the Court in this action.

12. To exercise this right, a member of the Plaintiff Settlement Class must file with the Court a signed written statement clearly indicating an intent to be excluded from the Plaintiff Settlement Class together with the name and address of such person exercising the right to be excluded. Such Opt Out must be post marked by February 15, 2013 or filed with the Court by February 18, 2013.

13. All persons who properly file requests for exclusion shall not be members of the Plaintiff Settlement Class, shall have no rights with respect to the Settlement and shall not be bound by the Settlement which the Court preliminarily has approved by this order. Any request for exclusion that is post marked after February 15, 2013 or filed with the Court after February 18, 2013, however, shall be ineffective and void and such person shall remain bound by the orders and judgment entered by the Court.

14. The Court finds that the proposed Notice, attached as Exhibit B to the Settlement, reasonably explains the right to be excluded from the Settlement and the manner for effecting such exclusion.

Future Proceedings

15. On March 1, 2013 at 11:00 am, the Court shall hold a final approval hearing to consider and finally determine:

- (a) requests, if any, by class members to intervene as a Plaintiff or Representative Plaintiff;
- (b) objections, if any, by class members to the Settlement, or any of its terms;
- (c) memorializing in appropriate form, the identification of class members, if any, to be excluded from the Settlement, this action and any order or judgment entered by this Court;
- (d) whether the Settlement is fair, reasonable and adequate and therefore should be approved as final;
- (e) the amount of attorneys' fees, costs and expenses to be awarded to Counsel for the Plaintiff Settlement Class; and
- (f) whether an incentive fee shall be awarded to the Representative Plaintiff and, if so, in what amount.

16. Any member of the Plaintiff Settlement Class who does not request exclusion but does object to final approval of the Settlement, or any of its terms, may appear in person or through counsel at the hearing on March 1, 2013 at 11:00 am to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate; provided, however, that no objector may be heard at the hearing unless on or before February 18, 2013 s/he files with the Court, and serves upon Counsel for the Plaintiff Settlement Class and Counsel for each of the Defendants, a written statement of objection and notice of intent to appear, in accordance with the procedures specified in the Notice. Any member of the Plaintiff Settlement Class who does not make a timely objection to the Settlement as provided herein shall be deemed to waive such objection in this action, by appeal, collateral attack or otherwise.

17. In the event the Settlement terminates pursuant to its terms or for any reason, this order and the certification of the Plaintiff Settlement Class shall be vacated automatically, the Representative Plaintiff shall cease to function in any representative capacity in this action and this action shall revert to its status with respect to all matters as they existed immediately prior to the execution of the Settlement Agreement. Nothing in this Order is, or may be, construed as, an admission or concession by or against any party on any point of fact or law.

Circuit Court Judge

Date: January __, 2013

Approved as to form and substance:

Kassem M. Dakhallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
Attorneys for Plaintiff

Brian Eldridge, Esq.
SEGAL McCAMBRIDGE SINGER
& MAHONEY
Attorneys for Defendant
Finley's Management Company, Inc.

Thomas G. McNeill, Esq.
DICKINSON WRIGHT PLLC
Attorneys for Defendant McDonald's Corp.

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

AHMED AHMED, individually and on behalf of
all similarly-situated persons,

Plaintiffs

Case No. 11-014559-CZ
Hon. Kathleen Macdonald

v.

FINLEY'S MANAGEMENT COMPANY,
d/b/a McDONALD's #11663, and
McDONALD'S CORPORATION

Defendants

NOTICE OF PROPOSED CLASS SETTLEMENT

Notice to all persons: (a) who have purchased, received or consumed any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwich products, which were represented, stated, labeled, sold, advertised or offered in any manner as “Halal” or otherwise in compliance with dietary restrictions under Islamic law, and sold since September 1, 2005 at the McDonald’s restaurants located at 13158 Ford Road, Dearborn, Michigan (between Oakman Boulevard and Schaefer Road) and 14860 Michigan Avenue, Dearborn, Michigan (between Greenfield Road and Schaefer Road); (b) who purchased, received or consumed such products due to dietary restrictions, concerns or any considerations of any kind, whether religious, moral, ethical or philosophical; and (c) who do not opt out of the Plaintiff Settlement Class.

THIS NOTICE CONCERNS ONLY TWO MCDONALD’S RESTAURANTS IN DEARBORN, MICHIGAN AND NOT ANY OTHER McDONALD’S RESTAURANT IN THE UNITED STATES OR IN ANY OTHER COUNTRY

This notice may affect your rights.

Please read this notice carefully.

1. Description of the Litigation.

On November 23, 2011, a proposed class action was filed in Wayne County Circuit Court in Detroit, Michigan under the caption above alleging that on September 2, 2011 Plaintiff Ahmed Ahmed purchased from McDonald's Store no. 11663, located at 13158 Ford Road, Dearborn, Michigan owned and operated by a franchisee, Finley's Management Company ("Finley's"), a McChicken® sandwich that was represented as Halal but allegedly that it was not Halal. Plaintiff Ahmed also alleges, "upon information and belief," that on "many" occasions, Finley's has sold non-halal McChicken® and McNuggets® to its customers while representing that these items were halal.

Plaintiff alleges claims against Finley's Management Co., Inc. ("Finley's") and McDonald's Corp. ("McDonald's") under the Michigan Consumer Protection Act ("Consumer Protection Act"), MCL 445.903, et seq., and the Michigan Shopping Reform and Modernization Act ("Shopping Reform Act"), MCL 445.311 et seq.

Plaintiff seeks damages for emotional distress allegedly sustained upon learning that he had allegedly consumed food that was not halal. Plaintiff also sues in a proposed representative capacity for a class of all "individuals who are past, current and future customers of McDonald's [Corp.] and McDonald's #11663."

Defendants deny Plaintiff's factual allegations, and deny any liability with respect to the alleged facts. Finley's contends that it has a carefully designed system for preparing and serving halal such that halal chicken products are labeled, stored, refrigerated, and cooked in halal-only areas. Finley's further contends that it educates and trains its employees on halal food preparation and requires strict adherence to the process. McDonald's concurs.

Plaintiff did not sue the franchisee that owns and operates McDonald's store no. 4870, located at 14860 Michigan Avenue, Dearborn, Michigan, but that store and that franchisee are covered by the proposed settlement such that all claims by members of the Plaintiff Settlement Class (as defined below) against that franchisee also will be forever released. That franchisee, which is not a defendant in the litigation, denies any and all liability concerning the offering or sale of food items designated as Halal.

This notice concerns only the two referenced McDonald's restaurants in Dearborn, Michigan. Plaintiff's allegations and this notice do include any other McDonald's restaurant in the United States or in any other country.

Plaintiff Ahmed, McDonald's Corp. and Finley's Management Company (the "Parties") have engaged in extensive discussions to resolve the litigation and have participated in a facilitative mediation with a former Wayne County Circuit Court Judge. To avoid the burden and expense of protracted litigation, the Parties have reached a settlement, preliminarily approved by the Court, the net proceeds from which will be paid to the Arab American National Museum and the HUDA Clinic. As described in detail below, the contributions to these two charities are intended to benefit the Muslim community because effecting exceedingly small payments to individual customers of the two McDonald's franchises in Dearborn that offer and sell food items designated as Halal is economically impractical and perhaps impossible.

2. Description of the Proposed Settlement Class.

On January 18, 2013, Wayne County Circuit Court Judge Kathleen Macdonald preliminarily approved a proposed settlement of this litigation.

The Court has appointed Plaintiff Ahmed Ahmed as the Representative Plaintiff for the Plaintiff Settlement Class. Mr. Ahmed resides at 21932 Beechcrest St., Dearborn Heights, MI.

For purposes of the settlement, the Court has certified a Plaintiff Settlement Class comprised of:

All persons: (a) who have purchased, received or consumed any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwich products, which were represented, stated, labeled, sold, advertised or offered in any manner as “Halal” or otherwise in compliance with dietary restrictions under Islamic law, and sold since September 1, 2005 at the McDonald’s restaurants located at 13158 Ford Road, Dearborn, Michigan (between Oakman Boulevard and Schaefer Road) and 14860 Michigan Avenue, Dearborn, Michigan (between Greenfield Road and Schaefer Road); (b) who purchased, received or consumed such products due to dietary restrictions, concerns or any considerations of any kind, whether religious, moral, ethical or philosophical; and (c) who do not opt out of the Plaintiff Settlement Class.

If you fit within this definition, you are considered a member of this class.

The Court has appointed Jaafar & Mahdi Law Group, P.C. as counsel for the Plaintiff Settlement Class.

The Court has approved this form of Notice to the Plaintiff Settlement Class and the manner of notice to the Plaintiff Settlement Class.

YOU DO NOT NEED TO DO ANYTHING TO BE INCLUDED IN THIS SETTLEMENT.

IF YOU WISH TO BE EXCLUDED FROM THIS SETTLEMENT, PLEASE SEE SECTION 6 BELOW.

3. Description of the Proposed Settlement.

In settlement of the litigation Finley’s and McDonald’s have agreed to make a payment of \$700,000 (“Settlement Funds”), from which Plaintiff’s Counsel shall receive an attorneys’ fee and reimbursement of out-of-pocket costs, Plaintiff Ahmed Ahmed may receive an Incentive Award for initiating and litigating this case, both to be determined by the Court. The net settlement proceeds shall be contributed in the name of Finley’s Management Company, Inc. to two charities, which may dedicate the funds as described below or in other ways as deemed appropriate in serving the community. The Settlement Funds shall be used as follows:

(a) \$274,000.00 to the Health Unit on Davison Avenue, Inc. (“HUDA Clinic”), located at 13240 Woodrow Wilson Street, Detroit, Michigan, which is a 501(c)(3) charitable organization

operating a clinic three weekdays per week to provide free medical, optical and dental services to a diverse patient base, including from Muslim communities. Established in 2004 in association with the Muslim Community of Metro Detroit, the HUDA Clinic operates from a new facility which it purchased in 2011. HUDA Clinic receives continuing support from the Islamic Shura Council, the Muslim Physicians of Greater Detroit and the Islamic Association of Greater Detroit; and its leadership comes from the Muslim community – the Chairperson and Vice Chairperson, a majority of the Board of Directors, the Executive Director, the Director of Medical Services and the vast majority of the sixteen volunteer physicians are Muslim. HUDA's work brings diverse communities together, including within the Muslim community, and HUDA also serves as a bridge to other communities. HUDA may utilize the funds for certain capital costs (e.g. completing the build-out of the remaining two-third of the clinics facility, and/or completing its dental facilities) and expansion of service (e.g. to include a fourth day per week) and, as expanded outreach to Muslim communities, providing a free health fair in Flint and in Toledo. For more information about the HUDA Clinic, please see: <http://www.hudaclinic.org> <http://www.arabamericannews.com/news/index.php?mod=article&cat=Community&article=2546> The Muslim Observer, October 13, 2011, <http://muslimmedianetwork.com/mmn/?p=9272> <http://www.marcinvisuals.com>.

(b) The balance of the net settlement proceeds to the Arab American National Museum (the "Museum") located at 13624 Michigan Avenue, Dearborn, Michigan. For more information, please see <http://www.arabamericanmuseum.org>. The Museum may use the funds, for – among other things – project offerings promoted to schools, mosques and families including free tours for certain student age groups, free admission on designated days, free writing workshops and monetary awards and recognition for creative writing or research projects that draw from the Museum's resources.

(c) Plaintiffs' counsel may apply to the Court for an award of attorneys' fees of up to \$233,333 plus actual out-of-pocket costs and expenses. The Court will make a determination of the proper amount at the hearing described in Section 8 below.

(d) Plaintiff Ahmed Ahmed has applied for an incentive award of \$20,000 for filing and prosecuting this litigation. The Court will make a determination of the proper amount, if any, at the hearing described in Section 8 below.

(e) Initially, the Settlement Funds shall be paid into an Escrow Account administered by JPMorgan Chase, which shall receive an administration fee of approximately \$3,500.

(f) The actual amount donated to the Arab American National Museum will depend upon the Court's determinations with respect to attorney's fees and costs and an incentive award.

4. Court Approval of the Settlement Would Bind All Class Members and Release of All Claims by Any and All Class Members Concerning All Items Offered and Sold as Halal the Two McDonald's Franchises.

All members of the class who have not excluded themselves from the Plaintiff Settlement Class will be bound by any final judgment of the Court.

This means that any and all claims of any and all class members against either of the two Dearborn franchisees – located at 13158 Ford Road and at 14860 Michigan Avenue --and/or McDonald's Corp. concerning whether or not any food products or items, including but not limited to Chicken McNuggets™ or McChicken™ Sandwiches, which were sold from September 1, 2005 to the Effective Date of the Settlement (no earlier than March 1, 2012) and represented, stated, labeled, sold, or offered in any way as "halal" were in fact halal shall be released as provided in the Settlement Agreement; and all class members shall be forever barred from asserting any such claims concerning halal food items against either of the two franchisees and/or McDonald's Corp.

Accordingly, the Settlement Class will thus release all claims against:

(a) Finley's Management Company, Inc. and affiliates (including any other McDonald's restaurants and franchises, managed, owned and/or operated by Wise Finley or Finley's, collectively the "Finley's Franchises"), suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or activity associated with the Finley's Franchises and each of their respective present and former officers, directors, shareholders, insurance carriers, employees, attorneys, representatives and agents;

(b) McDonald's Store no. 4870 and affiliates (including any other McDonald's restaurants and franchises managed, owned and/or operated by William F. Pickard, Bearwood Management Company, Inc. and/or Waterwood McDonald's, Inc., collectively the "Pickard Franchises"), suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or activity associated with or related to the Pickard Franchises each of their respective present and former officers, directors, shareholders, insurance carriers, employees, attorneys, representatives and agents; and

(c) McDonald's Corporation ("McDonald's Corp.") and all of its predecessors, partners, subsidiaries, affiliates, divisions, parent corporations, licensees, franchisees, suppliers, vendors, manufacturers, distributors, consultants, independent contractors, service providers and insurance carriers and/or others involved in any way with the operation or activity associated with or related to McDonald's restaurants and each of their respective present and former officers, directors, shareholders, employees, attorneys, representatives and agents.

5. Right to Intervene in the Litigation.

A member of the class may seek to intervene in the Litigation to become a Plaintiff or a Representative Plaintiff. If you wish to intervene, you may do so by mailing a written request to the Court post-marked no later than February 15, 2013 or by hand delivering a written request to the Court no later than February 18, 2013. The request must state as follows:

"I wish to intervene as a plaintiff in the case Ahmed Ahmed vs. Finley's Management Company and McDonald's Corp., Case No. 11-014559-CZ, Judge Kathleen Macdonald."

The written request must include your full name and address, typed or in legible handwriting, and must be signed.

6. Right to be Excluded from the Plaintiff Settlement Class, to “Opt Out.”

If you do not wish to be a member of the class, you may exclude yourself by mailing a written request to the Court post-marked no later than February 15, 2013 or by hand delivering a written request to the Court no later than February 18, 2013. The request must state as follows:

“I wish to be excluded from the Plaintiff Class Settlement in the case Ahmed Ahmed vs. Finley’s Management Company and McDonald’s Corp., Case No. 11-014559-CZ, Judge Kathleen Macdonald.”

The written request must include your full name and address, typed or in legible handwriting, and must be signed.

If the request is submitted by a minor (under the age of 18), the writing must also include the full name and address of a parent or legal guardian, typed or in legible hand writing.

If you do not carefully follow these directions, you will not be excluded from the class and you will be bound by any final judgment of the class as described in Section 4 above.

Your request for exclusion from the class must be timely mailed or hand delivered to:

Clerk to the Hon. Kathleen Macdonald
Wayne County Circuit Court
City-County Building
2 Woodward Avenue
11th Floor
Detroit, MI 48226

7. Examination of the Settlement Agreement and Right to Object to Any of the Terms of the Settlement.

The Settlement Agreement is available on the web site for Plaintiffs’ counsel at <http://www.jaafarandmahdi.com>.

If you wish to remain as a member of the Plaintiff Settlement Class but wish to submit to the Court an objection to any settlement term, you may do so by submitting a writing stating the nature of your objection and the written request must include your full name and address, typed or in legible hand writing, and must be signed. If you wish to appear at the Court hearing (see Section 8 below), you must so indicate in your written objection.

You must mail your written objection, post marked no later than February 15, 2013, to each of the following four individuals:

1. The Court:

Clerk to the Hon. Kathleen Macdonald
Wayne County Circuit Court
City-County Building
2 Woodward Avenue
11th Floor
Detroit, MI 48226

2. Counsel for Ahmed Ahmed and the Plaintiff Settlement Class:

Kassem M. Dakhallallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
23400 Michigan Ave., Suite 110
Dearborn, MI 48124

3. Counsel for Finley's Management Company:

Brian Eldridge, Esq.
SEGAL McCAMBRIDGE SINGER & MAHONEY
233 S. Wacker Drive, Suite 5500
Chicago, IL 60606

4. Counsel for McDonald's Corporation:

Farayha Arrine, Esq.
DICKINSON WRIGHT PLLC
500 Woodward Ave., Suite 4000
Detroit, MI 48226

If you do not carefully follow these directions, the Court will not consider your objection.

8. Court Hearing to Consider Final Approval of Settlement.

The Court will hold a final hearing to consider and determine: (a) requests, if any, by individual class members to intervene in this case as a Plaintiff or Representative Plaintiff; (b) objections, if any, to any aspect of the proposed settlement; and (c) whether the proposed settlement is fair and reasonable and in the best interests of the Plaintiff Settlement Class.

The hearing will be held on March 1, 2013 at 11 am, at the Court's location indicated above (11th Floor of the City-County Building, Detroit, Michigan).

If the Court does not grant final approval of the Settlement, or in the event that the Settlement terminates pursuant to its terms or for any reason, the certification of the Plaintiff Settlement Class shall be vacated automatically, the Representative Plaintiff shall cease to function in any representative capacity in this action and this action shall revert to its status with

respect to all matters as they existed immediately prior to the execution of the parties' Settlement Agreement.

IF YOU WISH TO APPEAR AT THE HEARING TO STATE YOUR OBJECTION, YOU MUST TIMELY SUBMIT A WRITTEN OBJECTION AS PROVIDED IN SECTION 7 ABOVE, AND INDICATE IN THAT WRITTEN OBJECTION THAT YOU INTEND TO APPEAR AT THE HEARING. YOU WILL NOT BE PERMITTED TO SPEAK AT THE HEARING IF YOU DO NOT STATE IN YOUR WRITTEN OBJECTION YOUR INTENTION TO APPEAR IN COURT.

DO NOT TELEPHONE OR OTHERWISE CONTACT THE COURT, McDONALD'S CORPORATION, McDONALD'S FRANCHISEES OR THEIR EMPLOYEES, OR THEIR RESPECTIVE ATTORNEYS.

9. Additional Information or Questions

If you would like additional information or have questions about the litigation, the proposed settlement or your rights in connection with the litigation and/or the proposed settlement, you may contact counsel for the Plaintiff and the Plaintiff Settlement Class:

Michael Jaafar, Esq.
Zak Mahdi, Esq.
Kassem M. Dakhallallah, Esq.
JAAFAR & MAHDI LAW GROUP, P.C.
23400 Michigan Ave., Suite 110
Dearborn, MI 48124
(313) 846-6400

DO NOT TELEPHONE OR OTHERWISE CONTACT THE COURT, McDONALD'S CORPORATION, McDONALD'S FRANCHISEES OR THEIR EMPLOYEES, OR THEIR RESPECTIVE ATTORNEYS.

Dated: January 18, 2013