

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

ATTENTION: PEOPLE WHO USE WHEELCHAIRS OR SCOOTERS FOR MOBILITY AND HAVE ENCOUNTERED ACCESS PROBLEMS AT CERTAIN CALIFORNIA BURGER KING® LEASED RESTAURANTS. PLEASE READ THIS NOTICE CAREFULLY. IT ADDRESSES A LAWSUIT THAT MAY AFFECT YOUR RIGHTS

I. INTRODUCTION

The purpose of this notice is to inform you of a proposed settlement in a lawsuit brought against Burger King Corporation (“BKC”) on behalf of people who use wheelchairs or scooters for mobility. The class action settlement was reached in the matter of *Castaneda v. Burger King Corporation*, Civil Action No. C 08-4262 WHA (the “Lawsuit”). The settlement must still be approved by the Court.

The Lawsuit alleged that there are architectural barriers and policies at certain California BURGER KING® leased Restaurants that deny equal access to people who use wheelchairs or scooters for mobility in violation of the Americans with Disabilities Act (“ADA”) and California state laws. The Lawsuit sought injunctive relief to remove architectural barriers and change policies to obtain better accessibility for people who use wheelchairs or scooters for mobility. The Lawsuit also sought damages for people who use wheelchairs or scooters for mobility who encountered barriers at these restaurants. Burger King Corporation has denied and continues to deny any liability. Nor has Burger King been found to have engaged in wrongdoing. The parties to the Lawsuit have now entered into a proposed settlement agreement to settle the Lawsuit (the “Settlement Agreement”). The proposed settlement includes both injunctive relief, as well as monetary relief in the amount of \$5 million. The Court has determined that only persons who contacted Class Counsel to opt-in before March 1, 2010 and informed Class Counsel that they wanted to pursue money damages are eligible to seek damages in this case. The monetary settlement is limited to those persons, who will be sent a separate notice describing the monetary settlement and how to participate in the monetary recovery.

The injunctive provisions of the proposed settlement are explained below. If you agree with the proposed settlement, you do not need to do anything. If you disagree with the proposed settlement, you can file a written objection. You can also present oral objections at the Fairness Hearing.

Class counsel shall file with the Court an application for attorney’s fees, costs, and incentive fees for the named plaintiffs no later than May 17, 2010. You may view this application online at www.burgerkingclassaction.net after May 17, 2010. If you disagree with the amount or structure of these fees, you may file a written objection or present oral objections at the Fairness Hearing.

THIS NOTICE SUMMARIZES THE INJUNCTIVE PROVISIONS OF THE PROPOSED SETTLEMENT AND ADVISES YOU OF:

The status of the Lawsuit, including a description of changes or injunctive relief contained in a proposed settlement; and

How to file a written objection to the settlement and to appear at the Fairness Hearing if you disagree with the proposed settlement of the Lawsuit.

II. WHO IS INCLUDED IN THE LAWSUIT?

You are a member of the Class covered by the injunctive provisions of the proposed settlement if you have not previously excluded yourself from this case and you have a mobility-impairment disability, use a wheelchair or scooter for mobility, and believe you were denied full and equal enjoyment of any of the following BURGER KING® restaurants (“the Restaurants”) in California at any time on or after April 16, 2006:

6021 Central Avenue, El Cerrito
4200 International Blvd, Oakland
2415 North Texas Street, Fairfield
677 Contra Costa Blvd, Pleasant Hill
2162 Railroad Avenue, Pittsburg

2440 Mahogany Way, Antioch
1799 North Broadway, Walnut Creek
972 El Camino Real, South San Francisco
950 West A Street, Hayward
2757 Castro Valley Blvd., Castro Valley

The Court has appointed plaintiffs Miguel Castaneda, Katherine Corbett, and Joseph Wellner as representatives of the Class. In addition, the Court has appointed Bill Lann Lee, Esq. of Lewis, Feinberg, Lee, Renaker & Jackson, P.C., Amy Robertson, Esq. and Tim Fox, Esq. of Fox and Robertson, P.C., and Mari Mayeda, Esq., as counsel representing the Class (“Class Counsel”).

A Fairness Hearing will be held on July 8, 2010 at 8 a.m. at which time the Court will consider written objections to the settlement and will hear oral objections. The Court will then decide if it should approve the Settlement Agreement.

III REASONS FOR THE PROPOSED SETTLEMENT

This Settlement Agreement resolves all claims made in the Lawsuit concerning architectural barriers and policies at the Restaurants. Class Counsel have concluded that the terms and conditions of the settlement are fair, reasonable, adequate, and in the best interests of the Class. In reaching this conclusion, Class Counsel have analyzed the benefits of the settlement, the possible outcome of further litigation, and the expense and length of continued proceedings necessary to prosecute this Lawsuit through trial and possible appeals.

By entering into this settlement, BKC does not admit any fault or wrongdoing. BKC denies any and all liability and denies that it has violated any laws--federal, state or local--pertaining to access for people who use wheelchairs or scooters. Nor has the Court made a finding that BKC has engaged in any wrongdoing or is liable for the allegations of the Lawsuit.

IV. SUMMARY OF INJUNCTIVE RELIEF IN THE PROPOSED SETTLEMENT

A. Injunctive Relief.

The injunctive relief set forth in the Settlement Agreement includes the following:

1. BKC and/or the franchisees who operate the Restaurants have enhanced accessibility at the Restaurants and will ensure that certain additional enhancements are made.
2. Three types of surveys will be conducted in the Restaurants to ensure that the Restaurants remain fully accessible, including:
 - (A) Daily surveys to ensure that elements that may change frequently are always fully accessible. For example, during these surveys, restaurant managers make sure that movable condiment dispensers are kept within reach, and that the path of travel to restrooms remains unobstructed by high chairs or other items.
 - (B) Mid-level surveys conducted every three years will target elements that change less frequently than those found in daily surveys, including, for example, parking lot re-striping and restroom elements.
 - (C) Successor remodel surveys, which are comprehensive surveys conducted by a registered architect when a restaurant is remodeled. After the Successor Remodel is completed, the Surveying Architect will re-survey the Restaurant using the Successor Survey Form to confirm that the restaurant is fully accessible.
3. BKC will produce to Class Counsel on a periodic basis the mid-level and remodel survey forms to ensure compliance with the Settlement Agreement.
4. The Court will maintain jurisdiction of the case for a term of six years.

B. Attorney’s Fees.

Subject to Court approval, BKC has agreed to pay Class Counsel up to \$2,500,000 in attorney’s fees and costs for their work on this case, including investigating the facts, litigating the case, negotiating the injunctive and damages portions of the settlement, and Counsel’s post-approval work to be conducted during the term of the Settlement Agreement.

V. OBJECTIONS TO THE SETTLEMENT AGREEMENT

If you disagree with the injunctive relief required by the Settlement Agreement for any reason, you may object to it. If you want to object to the proposed Settlement Agreement, you must file an objection in writing with:

Castaneda v. Burger King Corporation
c/o The Garden City Group, Inc
PO Box 91088
Seattle, WA 98111-9188

with copies to:

Bill Lann Lee, Esq.
Lewis, Feinberg, Lee, Renaker & Jackson,
P.C.
1330 Broadway, Suite 1800
Oakland, CA 94612

Michael D. Joblove, Esq.
Genovese, Joblove & Battista, P.A.
100 Southeast 2nd Street, 44th Floor
Bank of America Building
Miami, FL 33131

All objections must be in writing and must be received by the Claims Administrator on or before June 7, 2010. All objections must state the name and number of the Lawsuit, which is *Castaneda v. Burger King Corporation*, N.D. Cal. Civil Action 08-4262 WHA.

Objections filed by attorneys should be filed pursuant to the Electronic Case Filing Procedures for the Northern District of California, which are available online at <http://www.cand.uscourts.gov>.

As explained in the next section, only Injunctive Class members who have filed written objections shall have the right to present objections orally at the Fairness Hearing.

VI. HEARING ON PROPOSED SETTLEMENT

The Court has scheduled a hearing on the proposed settlement, called a "Fairness Hearing", for July 8, 2010 at 8 a.m. in the Courtroom of the Honorable William H. Alsup, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. At that time, the Court will consider any written objections to the settlement and hear testimony from class members who have filed written objections and notified the Court that they will appear. The Court will determine if the settlement should be finally approved, whether to approve an award of attorneys' fees and costs for Class Counsel, and address any other matters related to the settlement of the Lawsuit.

Individuals who object in writing are not required to additionally appear at the fairness hearing to orally object.

Class members who file written objections, however, may choose to appear at the hearing, either in person or through an attorney.

VII. BINDING EFFECT OF THE PROPOSED SETTLEMENT

The injunctive provisions of the proposed Settlement Agreement, if finally approved by the Court, will bind all members of the Class.

As a result, any person who is a member of the Class will be barred from seeking injunctive relief from Burger King Corporation for claims arising before any final approval of the settlement, and during the term of the Settlement Agreement, concerning accessibility of the Restaurants to people who use wheelchairs or scooters for mobility, including under:

- (A) Title III of the Americans with Disabilities Act, 42 U.S.C. §§ 12181 *et seq.*, and all rules and regulations promulgated thereunder;
- (B) Title 24 of the California Code of Regulations and all rules and regulations thereunder, and any other provision of California law to the extent it grants a right of action for violations of the foregoing; and
- (C) any state or local statutory, administrative, regulatory or code provisions that either (1) directly incorporate Title III of the Americans with Disabilities Act or any of the rules or regulations promulgated thereunder or (2)

set forth standards or obligations coterminous with or equivalent to Title III of the Americans with Disabilities Act or any of the rules or regulations thereunder.

If the Settlement Agreement is finally approved by the Court, members of the Class will not to be able to file separate lawsuits for injunctive relief against BKC, related entities, or anyone that owns, operates, or leases the Restaurants, for allegedly maintaining architectural barriers at the Restaurants listed above in the time period before the final approval and during the term of the Settlement Agreement and period of the Court's retained jurisdiction.

VIII. ADDITIONAL INFORMATION

This Notice is a summary and does not describe all of the details of the settlement. The Settlement Agreement, with its exhibits, and all other papers filed in the Lawsuit, are available for inspection in the offices of the Clerk of the Court, United States Courthouse, 450 Golden Gate Avenue, San Francisco, California 94102. The documents may be examined by any member of the classes in person or by counsel during normal court hours. The Settlement Agreement is also available online at www.lewisfeinberg.com, www.foxrob.com, and www.burgerkingclassaction.net.

If you have questions about this notice, you may call Class Counsel at 888-461-9191. You may also contact the Claims Administrator at 888-404-8013 or visit: www.burgerkingclassaction.net.

PLEASE DO NOT CONTACT THE JUDGE DIRECTLY ABOUT THE SETTLEMENT OF THIS LAWSUIT