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LOS ANGELES
SUPERIOR COURT

ATTORNEY GENERAL – OFFICE COPY

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ex rel. Edmund G. Brown Jr., Attorney General of the
State of California

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

COUNCIL FOR EDUCATION AND RESEARCH ON TOXICS

Plaintiff,

v.

McDONALD'S CORPORATION; BURGER KING CORPORATION

Defendants.

Case No.: ~~BC 338956~~ BC280980

CONSENT JUDGMENT BETWEEN PLAINTIFFS PEOPLE OF THE STATE OF CALIFORNIA, COUNCIL FOR EDUCATION AND RESEARCH ON TOXICS, AND DEFENDANT BURGER KING CORPORATION

Dept: 307
Judge: Hon. Wendell Mortimer, Jr.
Trial Date: January 15, 2008
Action Filed: August 26, 2005

PEOPLE OF THE STATE OF CALIFORNIA, ex rel. EDMUND G. BROWN JR., Attorney General of the State of California,

Plaintiff,

v.

FRITO-LAY, INC., PEPSICO, INC., H.J. HEINZ, COMPANY, KETTLE FOODS, INC., KFC CORPORATION, LANCE, INC., THE PROCTER & GAMBLE DISTRIBUTING COMPANY, THE PROCTER & GAMBLE MANUFACTURING COMPANY, WENDY'S INTERNATIONAL, INC., MCDONALD'S CORPORATION, BURGER KING CORPORATION and DOES 1 through 100,

Defendants.

Case No: BC338956

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1. INTRODUCTION

1.1. On September 3, 2002, plaintiff Council for Education and Research on Toxics, "CERT" filed a complaint for civil penalties and injunctive relief for violations of Proposition 65 and unlawful business practices in the Superior Court for the Count of Los Angeles. On August 26, 2005, the People of the State of California ("People"), filed a complaint for civil penalties and injunctive relief for violations of Proposition 65 and unlawful business practices in the Superior Court for the County of Los Angeles. CERT's and the People's Complaints allege that the Defendants failed to provide clear and reasonable warnings that ingestion of the Covered Products (as defined in Paragraph 2.1), would result in exposure to acrylamide, a chemical known to the State of California to cause cancer. The Complaints further allege that under the Safe Drinking Water and Toxic Enforcement Act of 1986, Health and Safety Code section 25249.6, also known as "Proposition 65," businesses must provide persons with a "clear and reasonable warning" before exposing individuals to these chemicals, and that the Defendants failed to do so. The Pebple's Complaint also alleges that these acts constitute unlawful acts in violation of the Unfair Competition Law, pursuant to Business and Professions Code sections

17200 *et seq*. The two cases were ordered related and assigned to the Honorable Wendell Mortimer, Jr., although they were not consolidated. This judgment shall be entered in each of the two related cases and shall serve as the judgment as to defendant Burger King Corporation in each case.

1.2. Burger King Corporation ("Burger King") or , the "Settling Defendant" is among the defendants named in both complaints.

1.3. The Settling Defendant is a corporation that employs more than 10 persons, or employed ten or more persons at some time relevant to the allegations of the complaint, and which manufactures, distributes and/or sells Covered Products in the State of California or has done so in the past.

1.4. For purposes of this Consent Judgment only, the parties stipulate that this Court has jurisdiction over the allegations of violations contained in the People's and CERT's Complaints and personal jurisdiction over Settling Defendant as to the acts alleged in the People's Complaint, that venue is proper in the County of Los Angeles, and that this Court has jurisdiction to enter this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein.

1.5 The People, CERT, and Settling Defendant enter into this Consent Judgment as a full and final settlement of all claims that were raised in the Complaint (except as specified in Paragraph 7.1), arising out of the facts or conduct alleged therein. By execution of this Consent Judgment and agreeing to provide the relief and remedies specified herein, Settling Defendant does not admit any violations of Proposition 65 or Business and Professions Code sections 17200 *et seq.*, or any other law or legal duty. Except as expressly set forth herein, nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, or defense the Attorney General, CERT, and Settling Defendant may have in any other or in future legal proceedings

unrelated to these proceedings. However, this paragraph shall not diminish or otherwise affect the obligations, responsibilities, and duties of the parties under this Consent Judgment.

2. INJUNCTIVE RELIEF; CLEAR AND REASONABLE WARNINGS

2.1. Settling Defendant shall provide warnings in the manner required by this Consent Judgment for all Covered Products sold at its restaurants located in the State of California. "Covered Products" means all potato products containing acrylamide, including fried or baked potato products, sold in restaurants owned and operated by Settling Defendant ("Company Restaurants") or restaurants owned and operated by third parties pursuant to franchise or license agreements with Settling Defendant ("Franchise Restaurants"), whether commonly called french fries, curly fries, or potato wedges.

2.2 Warning message. The warning message provided, under any of the permitted warning methods, shall be any one of the following:

a.

WARNING:

Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm may be present in foods or beverages sold or served here. Cooked potatoes that have been browned, such as french fries, hash browns, and cheesy tots, contain acrylamide, a chemical known to the State of California to cause cancer.

This chemical is not added to our foods, but is created when certain foods are browned.

Other foods sold here, such as hamburger buns, biscuits, croissants, and coffee also contain acrylamide, but generally in lower concentrations than fried potatoes. Your personal cancer risk is affected by a wide variety of factors. The FDA has not advised people to stop eating baked or fried potatoes. For more information see www.fda.gov.

[The following language is optional.] Some other chemicals that may be present in foods or beverages served here and known to the State of California to cause cancer and birth defects or other reproductive harm are, like acrylamide, by-products of cooking. [Settling Defendant may, but need not, identify specific chemicals such as Polycyclic Aromatic Hydrocarbons and PhiP (2-Amino-1-methyl-6-phenylimidazol[4,5-b]pyridine)].

b.

WARNING

Cooked potatoes that have been browned, such as french fries, hash browns, and cheesy tots, contain acrylamide, a chemical known to the State of California to cause cancer.

This chemical is not added to our foods, but is created when certain foods are browned.

Your personal cancer risk is affected by a wide variety of factors.

The FDA has not advised people to stop eating baked or fried potatoes. For more information see www.fda.gov.

[The following language is optional.] Some other chemicals that may be present in foods or beverages served here and known to the State of California to cause cancer and birth defects or other reproductive harm are, like acrylamide, by-products of cooking. [Settling Defendant may, but need not, identify specific chemicals such as Polycyclic Aromatic Hydrocarbons and PhiP (2-Amino-1-methyl-6-phenylimidazol[4,5-b]pyridine)].

c.

WARNING:

Chemicals known to cause cancer, or birth defects or other reproductive harm may be present in foods or beverages sold or served here.

Cooked potatoes that have been browned, such as french fries, hash browns, and cheesy tots, contain acrylamide, a chemical known to the State of California to cause cancer.

This chemical is not added to our foods, but is created when certain foods are browned.

Your personal cancer risk is affected by a wide variety of factors.

The FDA has not advised people to stop eating baked or fried potatoes. For more information see www.fda.gov.

d. Wherever any warning language in this Consent Judgment uses the phrase "chemical known to the State of California to cause cancer," Settling Defendant, at its option, may use either the phrase "chemical known to cause cancer" or chemical that causes cancer."

2.3. Warning Method. The warning shall be provided through any of the three methods set forth in paragraphs 2.3.1, 2.3.2, or 2.3.3. Whichever warning method is used, any sign must be:

(a) located at or on the counter where food is purchased, on a wall either adjacent and parallel to or clearly visible to consumers standing at the counter where food is purchased; or

(b) located or at any other place that is reasonably likely to be seen and read by customers entering the restaurant to order food;

(c) not located at any of the following locations: On an entrance or exit door, on a window, on a restroom door, in a restroom, in a hallway that leads only to restrooms, on a refuse container.

2.3.1. Sign Warning: A warning set forth on a sign at least 10 inches high by 10 inches wide, with the word "WARNING" centered three-quarters of an inch from the top of the sign in ITC Garamond bold condensed type fact all in one-inch capital letters. Three-sixteenths of an inch from the base of the word "warning" shall be a line extending from left to right across the width of the sign one-sixteenth of an inch in thickness. Centered one-half inch below the line shall be the body of the warning message in ITC Garamond bold condensed type face. For the body of the warning message, left and right margins of at least one-half of an inch, and a bottom margin of at least one-half inch shall be observed. Larger signs shall bear substantially the same proportions of type size and spacing to sign dimension as the sign 10 inches high by 10 inches wide.

2.3.2. Sign and Brochure Combination: A combination of a sign and brochure meeting the following requirements:

2.3.2.1. The sign is at least 10 inches by 10 inches, with the word "WARNING" centered three-quarters of an inch from the top of the sign in ITC Garamond bold

condensed type face all in one-inch capital letters. Three-sixteenths of an inch from the base of the word "warning" shall be a line extending from left to right across the width of the sign one-sixteenth of an inch in thickness. Centered one-half inch below the line shall be the body of the warning message in ITC Garamond bold condensed type face. For the body of the warning message, left and right margins of at least one-half of an inch, and a bottom margin of at least one-half inch shall be observed. Larger signs shall bear substantially the same proportions of type size and spacing to 10 inches high by 10 inches wide.

2.3.2.2. The sign contains the following text:

WARNING

Chemicals known to the State of California to cause cancer, or birth defects or other reproductive harm may be present in foods or beverages sold or served here. For more specific information, see the brochure [located at the cashier] [next to this sign]

2.3.2.3. The brochure:

The brochure or handout must meet the following requirements:

(a) It must be at least 8 inches by 3 2/3 inches.

(b) It must contain the text set forth in Paragraph 2.2.

(c) If it contains warnings about acrylamide in fried potatoes only, then the text shall be at least 12 points in size. If it contains warnings about other foods, the text may be smaller than 12 points in size but must be equal for each warning, and may be no smaller than necessary to be readable.

(d) If Settling Defendant chooses to provide additional Proposition 65 warnings not required by this Consent Judgment in the brochure, such additional warnings may not be on the same page or more prominent than the required acrylamide warning without the prior approval of the Attorney General.

2.3.3. Combination with Nutrition Information: If Settling Defendant provides "nutrition

facts", i.e., information concerning the nutritional contents of the foods served in its restaurants, the warning may be provided within that sign or poster and accompanying materials, if all of the following requirements are satisfied:

(a) The sign or poster indicates that it describes the nutritional content of foods served in the restaurant either by a title or heading using words such as "nutrition facts", "nutrition information," or similar heading or title.

(b) The Proposition 65 warning is clearly visible to anyone reading the sign or poster. It will be set off by a distinctive border, and the word "Warning" shall be in print no smaller than other sectional headings in the sign or poster.

(c) If the specific nutritional information about individual products is provided on the sign itself, then the section 2.2 Proposition 65 warning shall be provided on the sign unless there also is a brochure with specific nutritional information, in which event, the Settling Defendant has the option to place the section 2.3.2.2 warning on the sign or poster and a section 2.2 warning in the brochure, provided, however, that if the Settling Defendant elects to place the section 2.2 warning on the poster, if the brochure includes specific nutritional information, the brochure also must include the section 2.2 warning. If the specific nutritional information about individual products is only provided in a brochure, then the section 2.2 Proposition 65 warning set forth above may be provided in the brochure only.

(d) Subject to subsection (c) above, the section 2.2 warning may be provided in the brochure if (1) the brochure indicates that it describes the nutritional content of foods served in the restaurant either by a title or heading using words such as "nutrition facts", "nutrition information," or similar heading or title; and (2) the Proposition 65 warning is set forth in type of at least the same size and visibility as the nutritional information.

2.4 Settling Defendant may, but are not required to, submit signs and/or brochures for a determination that it satisfies the requirements of this Consent Judgment. The sign attached as Exhibit A to this Consent Judgment are deemed to satisfy the terms of this Judgment regarding the content and appearance of warnings. No sign shall be deemed to comply with this Consent Judgment unless it has been submitted to and approved by the Attorney General.

2.5 Periodic Modification of Warning Message

2.5.1. The warning message may be modified, with the approval of the Attorney General, to include other foods or beverages.

2.6 Implementation of Warning

2.6.1. Settling Defendant shall provide its own stores and all franchisees with sufficient supply of signs, and, if that method of warning is selected, brochures, to meet the requirements of this Consent Judgment.

2.6.2. Company Restaurants. Burger King currently does not own any restaurants in the State of California. If it acquires any restaurants in the State of California, within 60 days of entry of this Consent Judgment, Settling Defendant shall send a letter to its Company Restaurants within the State of California, directing them to post the warning in the manner described above. In addition, Settling Defendant shall include inspection for compliance with these requirements in its existing inspection programs. Settling Defendant will maintain inspection, reporting and follow up programs that result in inspection of each of its Company Restaurants in California at least every 6 months. Where inspection shows that a Company Restaurant has not complied, Settling Defendant shall take all reasonably available steps to assure compliance within 75 days.

2.6.3. Franchise Restaurants. Within 60 days of entry of this Consent Judgment, Settling Defendant shall send a letter, in substantially the form and content set forth in Exhibit B, to its Franchise Restaurants within the State of California, instructing them to post the warning in the manner described above. This letter shall state that the franchisee is released from liability for past violations and it is in compliance with future requirements with respect to sale of the

Covered Products only if the franchisee complies with the warning requirements. In addition, Settling Defendant shall include inspection for compliance with these requirements in its existing inspection, reporting and follow-up programs.

2.7. Nothing in this Consent Judgment requires that warnings be given for Covered Products sold outside the State of California.

3. PAYMENTS

3.1.(a) Settling Defendant shall pay the following total amount of $1,250,,000, within thirty days of entry of this Consent Judgment, as follows:

1. $350,000 in civil penalties pursuant to Health and Safety Code section 25249.7(b). The 25% plaintiff's share of the penalty ($87,000) shall be apportioned $60,000 to CERT and $17,000 to the Attorney General.

2. $200,000 to be used by the Attorney General for the enforcement of Proposition 65, as further set forth in Paragraph 3.1.(b).

3. $700,000 in attorney fee and cost reimbursement to CERT.

(b) Funds paid pursuant to paragraphs (a)(3) shall be placed in an interest-bearing Special Deposit Fund established by the Attorney General. These funds, including any interest, shall be used by the Attorney General, until all funds are exhausted, for the costs and expenses associated with the enforcement and implementation of the Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"), including investigations, enforcement actions, other litigation or activities as determined by the Attorney General to be reasonably necessary to carry out his duties and authority under Proposition 65. Such funding may be used for the costs of the Attorney General 's investigation, filing fees and other court costs, payment to expert witnesses and technical consultants, purchase of equipment, travel, purchase of written materials, laboratory testing, sample collection, or any other cost associated with the Attorney General's duties or authority under Proposition 65. Funding placed in the Special Deposit Fund pursuant to this paragraph, and any interest derived therefrom, shall solely and exclusively augment the budget of the Attorney General's Office and in no manner shall supplant or cause any reduction of any portion of the Attorney General's budget.

3.2. Each payment to the Attorney General required by this consent judgment shall be made through the delivery of separate checks payable to "California Department of Justice," to the attention of Edward G. Weil, Supervising Deputy Attorney General, Department of Justice, 1515 Clay Street, 20th Floor, Oakland, CA, 94612.

3.3. Payment of CERT's share of the civil penalties shall be made by check payable to "Council for Education and Research on Toxics." Payment of CERT's attorney's fees and costs shall be made payable to "Metzger Law Group Attorney-Client Trust Account." Both checks shall be delivered to Raphael Metzger, Metzger Law Group, 401 E. Ocean Blvd., Suite 800, Long Beach, CA 90802.

4. MODIFICATION OF CONSENT JUDGMENT

4.1. This Consent Judgment may be modified by written agreement of the Attorney General, CERT, and Settling Defendant, after noticed motion, and upon entry of a modified consent judgment by the court thereon, or upon motion of the Attorney General or Settling Defendant as provided by law and upon entry of a modified consent judgment by the court. Before filing an application with the court for a modification to this Consent Judgment, CERT, and Settling Defendant may meet and confer with the Attorney General to determine whether the Attorney General will consent to the proposed modification. If a proposed modification is agreed, then Settling Defendant, CERT, and the Attorney General will present the modification to the court by means of a stipulated modification to the Consent Judgment.

4.2 If the Attorney General or CERT subsequently agrees in a settlement or judicially entered injunction or consent judgment that the Covered Products (as sold by other companies) do not require a warning under Proposition 65 (based on the presence of acrylamide), or that imposes an injunctive relief warning for Covered Products different from that imposed under this Consent Judgment; or if a court of competent jurisdiction renders a final judgment, and the judgment becomes final, in a case brought by the Attorney General, that Covered Products do not require a warning under Proposition 65, or otherwise imposes an injunctive relief warning different from that imposed by this Consent Judgment, then Settling Defendant shall be entitled to seek to modify this Consent Judgment to eliminate or modify the injunctive relief set forth in

Paragraph 2, consistent with the Attorney General's or CERT's agreement or with the court judgment as described herein. Settling Defendant shall not be entitled to and may not seek a modification of the judgment simply because a court orders another company to use any "safe harbor" warning methods set out in California Code of Regulations, title 22, section 12601, subdivision (b).

4.3 If a court of competent jurisdiction renders a final judgment, and the judgment become final, in a case brought by the Attorney General or against the State of California, that federal law precludes the Settling Defendant from providing the warnings set forth in this Consent Judgment, Settling Defendant may seek to modify this Consent Judgment to bring the injunctive relief imposed herein into compliance with federal law.

4.4 If an agency of the federal government, including, but not limited to the U.S. Food and Drug Administration, states through any communication, regulation, or legally binding act, that federal law precludes the Settling Defendant from providing all of the warnings set forth in this Consent Judgment or the manner in which the warnings are given, Settling Defendant may seek to modify this Consent Judgment to bring the warnings into compliance with federal law, but the modification shall not be granted unless this Court concludes, in a final judgment or order, that federal law precludes the Settling Defendant from providing the warnings set forth in this Consent Judgment. A determination that the provision of some, but not all, forms of warning described in section 2 above (e.g., warnings in conjunction with provision of nutritional information) is not permitted shall not relieve Settling Defendant of the duty to provide one of the other warnings described under this judgment for which such determination has not been made.

4.5 If Proposition 65 or its implementing regulations are changed from their terms as they exist on the date of entry of judgment, the parties may seek modifications in the Consent Judgment as follows:

a. If the change establishes that warnings for acrylamide in the Covered Products are not required, Settling Defendant may seek a modification of this Consent Judgment to relieve it of the duty to warn.

b. If the change establishes that the warnings provided by this Consent Judgment would not comply with the law, either party may seek a modification of the Consent Judgment to conform the judgment to the change in law.

c. If the change would provide a new form or manner of an optional or safe-harbor warning, a Settling Defendant may seek a modification to provide a warning in the newly permitted form, but the modification shall not be granted unless the court finds that the new warning would not be materially less informative or likely to be seen, read, and understood than the warnings provided under this Consent Judgment.

4.6 If a Settling Defendant corresponds in writing to an agency or branch of the United States Government in connection with the application of Proposition 65 to Acrylamide in fried or baked potato products, then, so long as such correspondence is not confidential and would be retrievable by the Attorney General under the Freedom of Information Act, Settling Defendant originating such communication shall provide the Attorney General with a copy of such communication as soon as practicable, but not more than 10 days after sending or receiving the correspondence; provided, however, that this section shall not apply to correspondence to or from trade associations or other groups of which Settling Defendant is a member.

5. ENFORCEMENT

5.1. The People or CERT may, by motion or application for an order to show cause before this Court, enforce the terms and conditions contained in this Consent Judgment. In any such proceeding, the People may seek whatever fines, costs, penalties, or remedies are provided by law for failure to comply with the Consent Judgment and where said violations of this Consent Judgment constitute subsequent violations of Proposition 65 or other laws independent of the Consent Judgment and/or those alleged in the Complaint, the People or CERT are not limited to enforcement of the Consent Judgment, but may seek in another action, whatever fines, costs, penalties, or remedies are provided for by law for failure to comply with Proposition 65 or other laws. In any action brought by the People alleging subsequent violations of Proposition 65 or other laws, Settling Defendant may assert any and all defenses that are available.

6. AUTHORITY TO STIPULATE TO CONSENT JUDGMENT

6.1. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the party he or she represents to stipulate to this Consent Judgment and to enter into and execute the Consent Judgment on behalf of the party represented and legally to bind that party.

7. CLAIMS COVERED

7.1. This Consent Judgment is a full, final, and binding resolution between the People, CERT, and Settling Defendant, of any violation of Proposition 65, Business & Professions Code sections 17200 *et seq.*, or any other statutory or common law claims that have been or could have been asserted in the complaint against Settling Defendant for failure to provide clear and reasonable warnings of exposure to acrylamide from the use of the Covered Products, or any other claim based on the facts or conduct alleged in the Complaint, whether based on actions committed by Settling Defendant or by any entity to whom it distributes or sells Covered Products, and for any franchisee who sells or has sold Covered Products in the State of California, if that franchisee complies with Paragraph 2.6.3. As to Covered Products, compliance with the terms of this Consent Judgment resolves any issue now, in the past, and in the future concerning compliance by Settling Defendant, their parents, shareholders, divisions, subdivisions, subsidiaries, sister companies, affiliates, franchisees, cooperative members, and licensees; their distributors, wholesalers, and retailers who sell Covered Products; and the predecessors, successors, and assigns of any of them; with the requirements of Proposition 65.

8. RETENTION OF JURISDICTION

8.1. This Court shall retain jurisdiction of this matter to implement the Consent Judgment.

9. PROVISION OF NOTICE

9.1. When any party is entitled to receive any notice under this Consent Judgment, the notice shall be sent by overnight courier service to the person and address set forth in this Paragraph. Any party may modify the person and address to whom the notice is to be sent by sending each other party notice by certified mail, return receipt requested. Said change shall take

effect for any notice mailed at least five days after the date the return receipt is signed by the party receiving the change.

9.2. Notices shall be sent to the following when required:

For the Attorney General:

Edward G. Weil, Supervising Deputy Attorney General
1515 Clay St., 20th Flr.
Oakland, CA 94612
Telephone: (510) 622-2149
Facsimile: (510) 622-2270

For CERT:

Raphael Metzger
Metzger Law Group
401 East Ocean Blvd., Suite 800
Long Beach, CA 90802

9.3 Notices for the Settling Defendant shall be sent to:

For Burger King:

Michele Corash
Robin Stafford
Morrison & Foerster
425 Market Street
San Francisco, CA 94105-2482
Telephone: 415 268-7124
Facsimile: 415 268-7522

10. COURT APPROVAL

10.1. This Consent Judgment shall be submitted to the Court for entry by noticed motion. If this Consent Judgment is not approved by the Court, it shall be of no force or effect and may not be used by the Attorney General or Settling Defendant for any purpose.

11. ENTIRE AGREEMENT

11.1 This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party hereto. No other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the parties.

12. EXECUTION IN COUNTERPARTS

12.1. The stipulations to this Consent Judgment may be executed in counterparts and by means of facsimile, which taken together shall be deemed to constitute one document.

IT IS SO STIPULATED:

Dated: July 30, 2007

EDMUND G. BROWN JR.
Attorney General
TOM GREENE
Chief Assistant Attorney General
THEODORA BERGER
Assistant Attorney General
LAURA ZUCKERMAN
Deputy Attorney General

By: _____
Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated:

MORRISON & FOERSTER
Michele Corash
Robin Stafford
Brooks Beard

By: _____
Michele Corash
Attorney for Defendant Burger King Corporation

Dated: By: _____

for Defendant Burger King Corporation

Dated: By: _____
Raphael Metzger
Metzger Law Group
Attorney for Plaintiff CERT

Dated: By: _____
For Plaintiff CERT

IT IS SO ORDERED, ADJUDGED, AND DECREED:

_____
Hon. Wendell Mortimer, Jr.
Judge of the Superior Court

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Dated:

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Attorney General
TOM GREENE
Chief Assistant Attorney General
THEODORA BERGER
Assistant Attorney General
LAURA ZUCKERMAN
Deputy Attorney General

By: _____
Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated:

MORRISON & FOERSTER
Michele Corash
Robin Stafford
Brooks Beard

By: _____
Michele Corash
Attorney for Defendant Burger King Corporation

Dated:

By: _____
for Defendant Burger King Corporation

Dated: 7/23/07

By: _____
Raphael Metzger
Metzger Law Group
Attorney for Plaintiff CERT

Dated: 7/23/2007

By: _____
For Plaintiff CERT

IT IS SO ORDERED, ADJUDGED, AND DECREED:

_____
Hon. Wendell Mortimer, Jr.
Judge of the Superior Court

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TOM GREENE
Chief Assistant Attorney General
THEODORA BERGER
Assistant Attorney General
LAURA ZUCKERMAN
Deputy Attorney General

By: _____
Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated: JUN 30, 2007

MORRISON & FOERSTER
Michele Corash
Robin Stafford
Brooks Beard

By: Brooks Beard
Brooks Beard
Attorney for Defendant Burger King Corporation

Dated:

By: _____
for Defendant Burger King Corporation

Dated:

By: _____
Raphael Metzger
Metzger Law Group
Attorney for Plaintiff CERT

Dated:

By: _____
For Plaintiff CERT

IT IS SO ORDERED, ADJUDGED, AND DECREED:

_____
Hon. Wendell Mortimer, Jr.
Judge of the Superior Court

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Attorney General
TOM GREENE
Chief Assistant Attorney General
THEODORA BERGER
Assistant Attorney General
LAURA ZUCKERMAN
Deputy Attorney General

By: _____
Edward G. Weil
Deputy Attorney General
For Plaintiffs People of the State of California

Dated:

MORRISON & FOERSTER
Michele Corash
Robin Stafford
Brooks Beard

By: _____
Michele Corash
Attorney for Defendant Burger King Corporation

Dated:

By: _____
for Defendant Burger King Corporation

Dated:

By: _____
Raphael Metzger
Metzger Law Group
Attorney for Plaintiff CERT

Dated:

By: _____
For Plaintiff CERT

IT IS SO ORDERED, ADJUDGED, AND DECREED:

SEP 10 2007

WENDELL R. MORTIMER, JR
Hon. Wendell Mortimer, Jr.
Judge of the Superior Court

EXHIBIT A

BURGER KING

HAVE IT YOUR WAY®

Nutritional Information

As of March 2007. Please check www.bk.com for the most recent Nutritional information.

BURGERS Sandwiches	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
WHOPPER® Sandwich	290	660	40	11	1.5	75	910	51	3	11	28
with Mayo	300	690	43	12	1.5	80	960	51	3	11	28
WHOPPER® Sandwich with Cheese	331	760	47	15	1.5	90	1150	52	3	11	33
with Mayo	341	790	50	16	1.5	95	1200	52	3	11	33
DOUBLE WHOPPER® Sandwich	352	910	61	20	2	125	1060	52	3	11	48
with Mayo	362	940	64	21	2	130	1110	52	3	11	48
TRIPLE WHOPPER® Sandwich with Cheese	413	1150	82	29	3	200	1360	52	3	11	68
with Mayo	423	1180	85	30	3	205	1410	52	3	11	68
BACON DOUBLE CHEESEBURGER Sandwich	215	590	34	15	1.5	120	1150	34	2	9	34
with Mayo	225	620	37	16	1.5	125	1200	34	2	9	34
BACON DOUBLE CHEESEBURGER Sandwich with Deluxe	245	670	41	17	1.5	130	1360	35	2	9	39
with Mayo	255	700	44	18	1.5	135	1410	35	2	9	39
CHEESEBURGER Sandwich	170	460	25	12	1	90	1040	33	2	8	25
with Mayo	180	490	28	13	1	95	1090	33	2	8	25
DOUBLE CHEESEBURGER Sandwich	244	740	44	20	2	155	1360	34	2	9	44
with Mayo	254	770	47	21	2	160	1410	34	2	9	44
HAMBURGER Sandwich	105	310	11	4.5	0.5	30	510	34	2	7	15
with Mayo	115	340	14	5	0.5	35	560	34	2	7	15
Ham & Cheese	170	410	18	8	1	60	1040	34	2	8	20

Flame-Grilled Bouquet	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Hamburger	105	250	9.5	3.5	0.5	30	510	31	2	7	15
Cheeseburger	120	300	13	6	0.5	45	760	31	2	7	17
Double Hamburger	165	450	23	9	1	75	1040	32	2	7	26
Double Cheeseburger	185	530	30	13	1.5	105	1360	32	2	7	31
Bacon Cheeseburger	190	550	31	14	1.5	110	1410	32	2	7	32
Bacon Double Cheeseburger	260	810	50	21	2.5	180	1760	33	2	7	46
BK® Bacon Sandwich	150	460	30	11	1.5	80	1150	31	2	6	17
BK® Veggie Burger	211	560	29	5	0	20	1040	59	7	9	17
The Texas Toast Burger	279	844	36	15	2	140	1360	91	4	19	37

Chicken, Fish, & Veggie	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
TENDERGRILL® Chicken Sandwich	244	440	16	3	0	75	1170	34	2	7	37
with Mayo	254	470	19	3.5	0	80	1220	34	2	7	37
with Swiss	264	490	21	5.5	0	85	1360	34	2	7	39
TENDERCRISP® Chicken Sandwich	244	550	30	5	1	70	1170	51	2	7	23
Spicy TENDERCRISP® Chicken Sandwich	244	550	30	5	1	70	1170	51	2	7	23
with Swiss	264	590	34	10	1.5	90	1360	51	2	7	28
Original Chicken Sandwich	215	500	27	5	1	70	1170	46	2	6	21
with Mayo	225	530	30	6	1	75	1220	46	2	6	21
CHICKEN TENDERS® 4 pc with Honey Mustard Sauce	170	470	28	5	0	70	1040	31	1	0	23
CHICKEN TENDERS® 5 pc with Honey Mustard Sauce	213	590	35	6	0	90	1300	39	1	0	29
CHICKEN TENDERS® 8 pc with Honey Mustard Sauce	340	940	56	10	0	140	2080	62	2	0	46
BK® Chicken Fries®	85	250	15	2.5	0	40	520	17	1	0	12
BK® Chicken Fries® 9 pc	128	380	23	3.5	0	60	780	25	1	0	18
BK® Chicken Fries® 13 pc	170	500	30	5	0	80	1040	34	2	0	24
Buttermilk Crispy Chicken Strips® 3 pc	128	380	23	4.5	0	60	1040	25	1	0	18
Buttermilk Crispy Chicken Strips® 4 pc	170	500	30	6	0	80	1360	34	2	0	24
BK Fish Fillet® Sandwich	196	530	29	6	1.5	60	1040	49	2	6	20
with Tartar Sauce	213	610	42	8	1.5	70	1170	49	2	6	20
Zesty BK BIG FISH® Sandwich	283	670	35	7	2.5	60	1360	71	4	7	27
BK VEGGIE Burger™	250	670	30	3.5	0	0	1360	84	7	9	20
with Cheese	285	760	39	5	0	5	1600	84	7	9	24
with Mayo	285	810	51	7	0	5	1600	84	7	9	24

Side Orders	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
MEDITERRANEAN Hummus Apple Sauce	87	70	3	0	0	0	210	11	1	7	2
Green Beans • Small	71	25	0	0	0	0	0	5	2	2	1
Green Beans • Medium	85	30	0	0	0	0	0	6	2	3	1
Green Beans • Large	99	35	0	0	0	0	0	7	3	3	1
Green Beans • Easy	113	40	0	0	0	0	0	8	3	4	1
Garlic Green Beans Serving (2 oz)	57	100	7	1.5	0	0	170	9	3	4	2
CHICKEN FRIES® • Small 6 pc	57	200	12	2	0	30	390	14	1	0	9
CHICKEN FRIES® • Medium 9 pc	85	300	18	3	0	45	590	21	1	0	14
CHICKEN FRIES® • Large 13 pc	128	450	27	4.5	0	70	870	32	2	0	21
French Fries • Small (Salted)	71	230	11	1.5	0	0	180	30	3	0	3
French Fries • Medium (Salted)	128	340	16	2.5	0	0	270	45	4	0	4
French Fries • Large (Salted)	170	500	24	3.5	0	0	400	66	6	0	6
French Fries • Small (No Salt)	71	230	11	1.5	0	0	5	30	3	0	3
French Fries • Medium (No Salt)	128	340	16	2.5	0	0	10	45	4	0	4
French Fries • Large (No Salt)	170	500	24	3.5	0	0	15	66	6	0	6
Hash Rounds • Large (Salted)	113	340	20	4.5	0	0	370	37	3	0	3
Hash Rounds • Large (No Salt)	113	340	20	4.5	0	0	10	37	3	0	3
Onion Rings • Small (Salted)	71	290	17	2.5	0	0	290	31	2	4	3
Onion Rings • Medium (Salted)	99	400	24	3.5	0	0	400	43	3	5	4
Onion Rings • Large (Salted)	128	520	31	4.5	0	0	520	56	4	7	5
Onion Rings • Small (No Salt)	71	290	17	2.5	0	0	10	31	2	4	3
Onion Rings • Medium (No Salt)	99	400	24	3.5	0	0	15	43	3	5	4
Onion Rings • Large (No Salt)	128	520	31	4.5	0	0	20	56	4	7	5
Hershey Pockets	49	190	11	7	0	5	115	21	1	19	2

Salads	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Salad Dressing or garlic croutons if requested											
Side Garden Salad	78	15	0	0	0	0	10	3	1	2	1
TENDERGRILL® Chicken Garden Salad	307	260	9	3.5	0	45	870	21	3	9	23
TENDERCRISP® Chicken Garden Salad	329	410	21	7	0.5	70	1130	31	3	9	23
Caesar Side Salad	184	90	5	2.5	0	10	310	7	2	3	3

Salad Dressings & Toppings	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
CROUTONS Seasoned Croutons (1 oz)	6	120	6	1.5	0	5	190	14	1	1	3
KEN'S® Caesar Dressing (1 oz)	28	150	15	3	0	10	310	2	0	1	1
KEN'S® Creamy Ranch Dressing (1 oz)	28	170	18	3	0	10	310	1	0	1	1
KEN'S® Honey Mustard Dressing (1 oz)	28	130	9	1.5	0	10	310	11	0	10	1
KEN'S® Lite Italian Dressing & Croutons (1 oz)	28	60	3.5	0.5	0	0	310	6	0	3	1

Beverages	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Coca-Cola® Classic	355	140	0	0	0	0	45	39	0	39	0
Diet Coke®	355	0	0	0	0	0	40	0	0	0	0
Sprite®	355	140	0	0	0	0	65	38	0	38	0
Barq's® Root Beer	355	160	0	0	0	0	60	42	0	42	0
Minute Maid® Apple Juice	355	170	0	0	0	0	10	42	0	42	0
Minute Maid® Orange Juice	355	170	0	0	0	0	10	42	0	42	0
Dasani® Water	591	0	0	0	0	0	0	0	0	0	0
Iced Tea • Sweetened	355	90	0	0	0	0	10	23	0	23	0
Iced Tea • Unsweetened	355	0	0	0	0	0	10	0	0	0	0
Iced Coffee • Sweetened	355	90	0	0	0	0	10	23	0	23	0
Iced Coffee • Unsweetened	355	0	0	0	0	0	10	0	0	0	0
Hot Coffee • Regular	355	0	0	0	0	0	10	0	0	0	0
Hot Coffee • Decaf	355	0	0	0	0	0	10	0	0	0	0
Hot Chocolate • Regular	355	290	9	5	0	30	190	46	2	44	8
Hot Chocolate • Decaf	355	290	9	5	0	30	190	46	2	44	8
Hot Tea • Regular	355	0	0	0	0	0	10	0	0	0	0
Hot Tea • Decaf	355	0	0	0	0	0	10	0	0	0	0
Hot Tea • Lemon	355	0	0	0	0	0	10	0	0	0	0
CHEERWINE® • Cola Soda Classic	355	150	0	0	0	0	45	40	0	40	0
Dr Pepper	355	150	0	0	0	0	65	40	0	40	0
Hi-C® Orange Lavaburst®	355	170	0	0	0	0	10	42	0	42	0
Mello Yello®	355	150	0	0	0	0	45	40	0	40	0
Sprite®	355	140	0	0	0	0	65	38	0	38	0
Fanta® Orange	355	160	0	0	0	0	45	42	0	42	0
Fanta® Strawberry	355	160	0	0	0	0	45	42	0	42	0
Fanta® Root Beer	355	160	0	0	0	0	45	42	0	42	0
Fanta® Grape	355	160	0	0	0	0	45	42	0	42	0
Fanta® Berry	355	160	0	0	0	0	45	42	0	42	0
Powerade®	591	270	0	0	0	0	270	72	0	72	0

Shakes	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Vanilla Milk Shake • Kids (8 fl. oz.)	227	300	10	6	0	40	190	46	0	44	8
• Small (12 fl. oz.)	340	450	15	9	0	60	280	69	0	66	12
• Medium (16 fl. oz.)	454	600	20	12	0.5	80	370	92	0	88	16
• Large (20 fl. oz.)	567	750	25	15	0.5	100	470	115	0	110	20
• Mini (6 fl. oz.)	170	220	7	4	0	30	140	34	0	32	6
Chocolate Milk Shake • Kids (8 fl. oz.)	243	270	5	3	0	20	260	51	2	47	7
• Small (12 fl. oz.)	370	410	8	5	0	30	390	78	3	72	11
• Medium (16 fl. oz.)	482	530	10	6	0	40	510	101	4	93	14
• Large (20 fl. oz.)	595	660	13	8	0.5	50	630	125	5	115	18
• Mini (6 fl. oz.)	198	220	4	2	0	15	210	42	2	38	6
Strawberry Milk Shake • Kids (8 fl. oz.)	243	300	5	3	0	20	190	59	0	57	7
• Small (12 fl. oz.)	370	450	8	5	0	30	280	89	0	86	11
• Medium (16 fl. oz.)	482	600	10	6	0	40	370	118	0	114	14
• Large (20 fl. oz.)	595	750	13	8	0.5	50	470	148	0	143	18
• Mini (6 fl. oz.)	198	220	4	2	0	15	140	43	0	42	5

Desserts	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Dessert Apple Pie	113	290	17	7	0	0	270	31	2	12	2
HERSHEY'S Sundae Pie	71	210	9	5	0	5	230	29	1	21	3

Breakfast Entrees	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
w/ Egg & Cheese	115	300	17	6	1	205	710	23	1	2	12
w/ Sausage & Cheese	146	370	25	9	1	225	1040	23	1	2	14
w/ Sausage, Egg, & Cheese	218	530	39	15	2.5	430	1360	24	1	2	24
w/ Ham, Egg, & Cheese	207	390	22	7	1	430	1240	24	1	2	23
w/ Bacon, Egg, & Cheese	192	340	20	7	1	435	1360	23	1	2	17
Breakfast Sandwiches											
w/ Croissan'wich, Egg, & Cheese	215	600	39	16	2	230	1360	39	4	7	21
w/ Biscuit, Egg, & Cheese	167	450	27	10	2	225	1220	39	4	7	14
w/ Muffin, Egg, & Cheese	167	450	27	10	2	225	1220	39	4	7	14
w/ Croissan'wich, Bacon, Egg, & Cheese	218	630	43	17	2.5	440	1630	39	4	7	23
w/ Ham, Bacon, Egg, & Cheese	207	570	37	14	2	440	1630	39	4	7	23
w/ Ham, Sausage, Egg, & Cheese	230	650	47	17	2.5	460	1760	39	4	7	25
Hash Brown Potato Rounds	57	140	9	2	0	0	290	14	1	0	1
Hash Brown Scramble	213	310	20	8	1	225	1040	19	2	2	13
Croissan'wich	128	340	21	7	1	60	1040	31	2	6	9
Croissan'wich with Sausage	156	460	35	13	2	80	1360	31	2	6	15
Croissan'wich with Bacon	142	410	31	12	2	80	1360	31	2	6	11
Croissan'wich with Ham	142	370	25	10	1.5	80	1360	31	2	6	13
Biscuit	85	310	18	4	0	0	660	34	2	3	5
Biscuit with Sausage	113	430	32	10	1	40	1040	34	2	3	11
Biscuit with Bacon	99	380	28	9	1	40	1040	34	2	3	7
Biscuit with Ham	99	340	22	7	0.5	40	1040	34	2	3	9
Muffin	85	310	18	4	0	0	660	34	2	3	5
Muffin with Sausage	113	430	32	10	1	40	1040	34	2	3	11
Muffin with Bacon	99	380	28	9	1	40	1040	34	2	3	7
Muffin with Ham	99	340	22	7	0.5	40	1040	34	2	3	9
CROISSANTWICH® • Cafe Style Dessert	98	300	17	5	0	0	270	31	2	10	5
Cinnamon	57	170	7	1.5	0	0	170	25	1	11	2
Vanilla Bean Ice Cream	85	180	9	6	0	30	50	21	0	19	3
Hershey Sundae Pie	71	210	9	5	0	5	230	29	1	21	3
Hershey Sundae Pie (cooled)	71	210	9	5	0	5	230	29	1	21	3
Apple Fritter Sticks (cooled)	71	210	9	5	0	5	230	29	1	21	3
Apple Fritter Sticks Mixed with Icing	71	210	9	5	0	5	230	29	1	21	3
Cinnamon Sticks	71	210	9	5	0	5	230	29	1	21	3
Cinnamon Bites	71	210	9	5	0	5	230	29	1	21	3

Sides	Serving Weight	Calories	Total Fat (g)	Saturated Fat (g)	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	Total Carbs (g)	Dietary Fiber (g)	Total Sugars (g)	Protein (g)
Hash Brown Potato Rounds	57	140	9	2	0	0	290	14	1	0	1
Biscuit	85	310	18	4	0	0	660	34	2	3	5
Muffin	85	310	18	4	0	0	660	34	2	3	5

Beverages	WHITE MOCHA Apple Juice	WHITE MOCHA Orange Juice	AMERICANO Water
Serving Size	8 fl. oz.	Small	Small
Calories	140	140	0
Total Fat (g)	0	0	0
Saturated Fat (g)	0	0	0
Trans Fat (g)	0	0	0
Sodium (mg)	10	10	0
Total Carbs (g)	42	42	0
Sugars (g)	42	42	0
Protein (g)	0	0	0
Vitamin A Daily Value	0%	0%	0%
Vitamin C Daily Value	0%	0%	0%
Calcium Daily Value	0%	0%	0%
Iron Daily Value	0%	0%	0%

Beverages	HOT CHOCOLATE Regular	HOT CHOCOLATE Decaf
Serving Size	Small	Small
Calories	290	290
Total Fat (g)	9	9
Saturated Fat (g)	5	5
Trans Fat (g)	0	0
Sodium (mg)	190	190
Total Carbs (g)	46	46
Sugars (g)	44	44
Protein (g)	8	8
Vitamin A Daily Value	10%	10%
Vitamin C Daily Value	0%	0%
Calcium Daily Value	20%	20%
Iron Daily Value	4%	4%

Please note: The information provided in Burger King Corporation's printed and electronic materials is as complete as possible at the time of new publication (March 2007). Type of ingredient processing (such as fried, roasted, steamed, etc.) is shown and Prepared Menu Item criteria. Due to Burger King Corporation's continuous efforts to improve the taste and nutritional value of its products, Burger King Corporation reserves the right to change product formulations, ingredients, and preparation methods without notice. Product and nutritional information may also vary due to local or regional practices and preferences as determined by individual franchisees or licensees. Actual product appearance may vary from the pictures shown.

Burger King Corporation, its franchisees, and employees, do not assume responsibility for a person's reliance on, or use of, any information or data they provide on nutrition. Always consult your healthcare professional for nutritional questions. Burger King Corporation's Nutrition Department can be contacted at 1-800-BURGER-1 (1-800-287-4371) Monday–Friday 8 a.m.–5 p.m. ET or by mail at: Burger King Corporation, 5505 Blue Lagoon Drive, Miami, FL 33126

What's Your Eating Strategy? Stay calorie conscious and eat like a king!

HAVE IT YOUR WAY® Eating Strategies with great-tasting fire-grilled food at BURGER KING® restaurants.

Try these menu ideas!	Calories	Fat (g)	% Daily Value*	Saturated Fat (g)	% Daily Value*	Trans Fat (g)	Cholesterol (mg)	Sodium (mg)	% Daily Value*
WHOPPER JR.® Sandwich without mayo	200	12	19%	4.5	23%	0	40	440	18%
CHICKEN TENDERS® 5 pc with Sweet and Sour Dipping Sauce	255	12	18%	2	10%	2	30	850	35%
Hamburger Sandwich Sandwich	220	10	15%	5	25%	0	30	1130	47%
TENDERGRILL® Chicken Garden Salad with KEN'S® Lite Italian Dressing & Croutons	420	22	33%	5	25%	0	30	1270	53%
TENDERGRILL® Chicken Sandwich	245	10	15%	2	10%	0	0	1210	50%
BK VEGGIE® Burger	410	16	25%	2.5	13%	0	0	1150	48%
WHOPPER® Sandwich without mayo	510	32	49%	11	55%	1	80	980	41%
Suggested Sides									
Side Salad with ½ packet of KEN'S® Lite Italian Dressing	90	5	8%	1	5%	0	0	230	10%
MOTT'S® Strawberry Flavored Applesauce	50	0	0%	0	0%	0	0	0	0%
Suggested Beverages These beverages are 100% juice, water, diet soda or unsweetened or calorie free.									
MINUTE MAID® Apple Juice	30	0	0%	0	0%	0	0	15	0%
MINUTE MAID® Orange Juice	140	0	0%	0	0%	0	0	10	0%
ARIZONA® Iced Water, DIET COKE® or BK JOE® Coffee	0-5	0	0%	0	0%	0	0	0-25	0-1%

* Percent Daily Values are based on a 2000 calorie diet. Your daily values may be higher or lower depending on your calorie needs. † Saturated Fat + Trans Fat does not include Trans Fat.

Calorie Nutrition Guide

Age Groups:	Calories:	Fat: 25 – 35% calories	Sodium:
Kids age 4-8	• 1200 – 2000 calories / day • Determined by age, gender, and activity level	• 33g – 46g of fat daily for 1200 and at this calorie range • 56g – 77g of fat daily for 2000 and this calorie range	• Limit to 1400 mg a day
Kids age 9-13	• 1400 – 2500 calories / day • Determined by age, gender, and activity level	• 39g – 54g of fat daily for 1400 and at this calorie range • 72g – 100g of fat daily for 2000 and for this calorie range	• Limit to 2300 mg a day
Adults and teens (14+ years)	• 2000 calories a day is the average daily energy requirement • Determined by age, gender, and activity level	• 56g – 78g of fat for this calorie level	• Limit to 2300 mg a day

These recommendations are based on American Heart Association and, 2005 US Dietary Guidelines, and Dietary Reference Intakes (DRIs).

Calorie levels of Kids' Meals™ are for persons up age, gender, and activity level. For information on you or your child's dietary and proper calorie intake, please visit http://www.mypyramid.gov

For more visit nutrition.gov provided at [illegible] CHOP! recommends, or to customize your burger to your preferences, or to customize your burger to your preferences, or order to MAKE IT YOUR WAY®, please proceed to our Website at http://www.bk.com or our Interactive Screens go to "Build A Meal"

- By modes of access customers to help monitor or have enough, any unexpected calorie targeting or keeping calories, and other you also much exercise or less exercise.
- Eating fit like a big meal, every the approximate use, or of daily / dietary use being, plan daily exercise too. So, plan your favorite calorie and portion with Dr. [illegible] physically active at least 30 minutes most, preferably every.

Revised March 2007

Ingredients

Revised March 2007 ALLERGEN INFORMATION Located behind ingredients in bold type For the most up-to-date information please visit www.bk.com regularly. Allergen Charts are available on website.

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Product Contents

SANDWICHES

[illegible]

SIDE ITEMS/SALADS

[illegible]

BREAKFAST CONTENTS

[illegible]

WARNING

Chemicals known to the State of California to cause cancer or birth defects or other reproductive harm may be present in foods or beverages sold or served here. Cooked potatoes that have been fried, such as french fries, hash browns, and chewy tea, contain acrylamide, a chemical known to the State of California to cause cancer.

This chemical is not added to our foods, but is created when certain foods are browned.

Other foods and here, such as breakfast items, biscuits, croissants, and coffee also contain acrylamide, but generally in lower concentrations than fried potatoes. Your personal cancer risk is affected by a wide variety of factors. The FDA has not advised people to stop eating baked or fried potatoes. For more information, see www.fda.gov

Some foods served here may contain other chemicals known to the state of California to cause cancer or birth defects or other reproductive harm. These chemicals include Polycyclic aromatic hydrocarbons and PAH 2-amino-1-methyl-6-phenylimidazo[4,5-b]pyridine).

Actual size 2' x 3'

EXHIBIT B

ATTENTION REQUIRED: THIS COMMUNICATION APPLIES TO RESTAURANTS LOCATED IN CALIFORNIA ONLY.

TO: All California BURGER KING® Franchisees

FROM: Lisa Giles-Klein, VP, Assistant General Counsel, BKC

DATE: _____, 2007

SUBJECT: Final Nutrition Poster – Proposition 65 Warning

Burger King Corporation ("BKC") has entered into a consent judgment with the Attorney General for the State of California and a private plaintiff regarding the presence of acrylamide in french fries sold at BURGER KING® restaurants in California. To benefit from the terms of this consent judgment, all BURGER KING® restaurants in California are required to post a new nutrition poster that has been approved by the Attorney General.

BKC will be sending to your restaurants in California, at no charge to you, the approved nutrition poster. Your restaurants should receive the new posters by _____, 2007. Please immediately replace the existing nutrition poster with this poster. The poster must be located as follows:

- The poster must be located at or on the counter where food is purchased, on a wall either adjacent and parallel to the counter or clearly visible to consumers standing at the counter to order food. It may also be placed on a wall reasonably likely to be seen and read by customers entering the restaurant to order food.

- The poster may <u>not</u> be located at any of the following locations: On an entrance or exit door, on a window, on a restroom door, in a restroom, in a hallway that leads only to restrooms, or on a refuse container.

Please follow-up with your Restaurant Manager(s) to ensure that the new nutrition posters are located in accordance with this instruction. If you cannot comply with this instruction due to lack of a suitable location for the poster, contact your Franchise Business Leader to discuss alternatives.

5505 Blue Lagoon Drive, Miami, FL 33126
Telephone: (305) 378-7581; Facsimile: (305) 378-7868; Email: Lgiles@whopper.com

Your compliance with this instruction is mandatory if you are to benefit from the protections in the consent judgment and will be checked as part of the Operation Excellence Review process. If you need a new poster or have any questions, please contact your Franchise Business Leader immediately.

IMPORTANT: ALTHOUGH YOU WERE NOT SUED BY THE ATTORNEY GENERAL OR THE PRIVATE PLAINTIFF, BURGER KING CORPORATION HAS OBTAINED A CONDITIONAL RELEASE ON YOUR BEHALF. FOR THAT RELEASE TO BE EFFECTIVE, YOU MUST COMPLY WITH THE TERMS OF THIS COMMUNICATION. IF YOU DO NOT, YOU RISK BEING SUED BY THE CALIFORNIA ATTORNEY GENERAL OR BY PRIVATE PARTIES IN CALIFORNIA ACTING IN HIS STEAD.

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DECLARATION OF SERVICE BY U.S. MAIL

Case Name: ***Environmental World Watch v. Procter Gamble***

Case No.: **Los Angeles County Superior Court No. BC337618**

I declare:
I am employed in the Office of the Attorney General, which is the office of a member of the California State Bar, at which member's direction this service is made. I am 18 years of age or older and not a party to this matter. I am familiar with the business practice at the Office of the Attorney General for collection and processing of correspondence for mailing with the United States Postal Service. In accordance with that practice, correspondence placed in the internal mail collection system at the Office of the Attorney General is deposited with the United States Postal Service that same day in the ordinary course of business.

On September 14, 2007, I served the attached:

NOTICE OF ENTRY OF (1) ORDER GRANTING MOTION FOR APPROVAL OF CONSENT JUDGMENTS; (2) CONSENT JUDGMENT AS TO THE PEOPLE AND WENDY'S INTERNATIONAL, INC.; (3) CONSENT JUDGMENT AS TO THE PEOPLE, CERT, AND BURGER KING CORPORATION

by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the internal mail collection system at the Office of the Attorney General at P.O. Box 70550, Oakland, CA 94612-0550, addressed as follows:

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I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct and that this declaration was executed on September 14, 2007, at Oakland, California.

YEBONYA TAMBI
Declarant

Yebonya Tambi
Signature