

FILED
ENDORSED

2007 NOV -8 PM 2:33

SACRAMENTO COURTS
DEPT. #54

1 MICHÈLE B. CORASH (BAR NO. 103653)
E-MAIL: MCORASH@MOFO.COM
2 WILLIAM F. TARANTINO (BAR NO. 215343)
MORRISON & FOERSTER LLP
3 425 Market Street
San Francisco, California 94105-2482
4 Telephone: (415) 268-7000
Facsimile: (415) 268-7522

5 Attorneys for Defendant,
6 BURGER KING CORPORATION

7 DAVID S. LAVINE (BAR NO. 166744)
KEITH G. ADAMS (BAR NO. 240497)
8 HIRST & CHANLER, LLP
2560 Ninth Street
9 Parker Plaza, Suite 214
Berkeley, CA 94710
10 Telephone: (510) 848-8880
Facsimile: (510) 848-8118

11 Attorneys for Plaintiffs,
12 WHITNEY R. LEEMAN, Ph.D.

13
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SACRAMENTO
16 UNLIMITED JURISDICTION

17 WHITNEY R. LEEMAN, Ph.D.,

18 Plaintiff,

19 v.

20 BURGER KING CORPORATION; CKE
21 RESTAURANTS, INC., et al.

22 Defendants.

No. 06AS02168

~~PROPOSED~~ CONSENT
JUDGMENT

Action Filed: May 26, 2006
Trial Date: Not Set

23
24
25
26
27
28
[PROPOSED] CONSENT JUDGMENT
CASE NO. 06AS02168

1 **1. INTRODUCTION**

2 1.1 **Plaintiff and Defendant.** This Consent Judgment is entered into by and
3 between plaintiff Whitney R. Leeman, Ph.D (hereafter “Leeman” or “Plaintiff”) and defendant
4 Burger King Corporation (hereinafter “Burger King” or “Defendant”), with Plaintiff and
5 Defendant collectively referred to as the “Parties” and Leeman and Defendant each being a
6 “Party.”

7 1.2 **Plaintiff.** Leeman is an individual residing in California who seeks to promote
8 awareness of exposures to toxic chemicals and improve human health by reducing or eliminating
9 hazardous substances contained in consumer and industrial products.

10 1.3 **General Allegations.** Plaintiff alleges that Defendant franchises quick-service
11 restaurants in the State of California that serve flame-broiled hamburgers, specifically the Triple
12 Whopper™ sandwich, that contain various polycyclic aromatic hydrocarbons (“PAHs”),
13 including benzo[a]pyrene; benz[a]anthracene; benzo[a]pyrene; benzo[b]fluoranthene;
14 benzo[k]fluoranthene; chrysene; indeno [1,2,3-cd]pyrene; and naphthalene, as well as
15 polychlorinated biphenyls; polychlorinated dibenzo-p-dioxins, and polychlorinated
16 dibenzofurans. These chemicals are listed pursuant to the Safe Drinking Water and Toxic
17 Enforcement Act of 1986, California Health & Safety Code §§ 25249.5 *et seq.*, also known as
18 Proposition 65, as carcinogens and/or reproductive toxicants, and shall be referred to herein as the
19 “Listed Chemicals.” Plaintiff contends that the flame-broiling process generates PAHs, which
20 become airborne and accumulate on the flame-broiled meat. Plaintiff further contends that PAHs
21 are then ingested by consumers of Burger King® hamburgers. Plaintiff further contends that
22 Burger King® restaurants have not provided California consumers with warnings of this exposure
23 to Listed Chemicals in accordance with Proposition 65.

24 1.4 **Product Description.** The products that are covered by this Consent Judgment
25 are defined as follows: all flame-broiled meat products authorized for sale in Burger King®
26 restaurants by Burger King, including any meat products contained in any sandwiches and
27 breakfast items. Such products collectively are referred to herein as the “Products.”
28

1 1.5 **Notice of Violation.** On February 14, 2006, Leeman served Defendant and
2 various public enforcement agencies with a “60-Day Notice of Violation” that provided
3 Defendant and such public enforcers with notice that Defendant was allegedly in violation of
4 Health & Safety Code § 25249.6 for failing to warn purchasers that the Products expose users in
5 California to the Listed Chemicals.

6 1.6 **Complaint.** On May 26, 2006, Leeman, in the interest of the general public in
7 California, filed a complaint (hereafter referred to as the “Complaint” or the “Action”) in the
8 Superior Court for the City and County of Sacramento against Defendant and Does 1 through
9 150, alleging violations of Health & Safety Code § 25249.6 based on the alleged exposures to
10 PAHs contained in certain Products sold in Burger King restaurants.

11 1.7 **Denial of Allegations.** Defendant Burger King owns restaurants operating
12 under the Burger King® name and franchises independently-owned restaurants that operate under
13 the Burger King® name. All Burger King® restaurants in California are operated by independent
14 franchisees pursuant to franchise agreements. Defendant denies the material factual and legal
15 allegations contained in Plaintiff’s Notice and Complaint and maintains that all products sold and
16 distributed in Burger King restaurants in California, including the Products, have been and are in
17 compliance with all laws.

18 Burger King is aware of reports that certain broiling methods produce PAHs. To address
19 this issue, Burger King has researched, field tested, and sought patents on specific flame-arresting
20 broilers that reduce the incidence of the processes believed to produce PAHs. After evaluating
21 the new broilers’ effectiveness in reducing the production of benzo[a]pyrene (BaP) in laboratory
22 and field settings, Burger King concluded that its flame arresting technology successfully reduces
23 the levels of BaP on flame-broiled meat products to levels that can not be detected when analyzed
24 at a one part per billion (ppb) limit of detection, a generally acceptable limit of detection for BaP.
25 Further, because the new broiler technology reduces the processes by which any PAH would be
26 formed, Burger King has concluded that flame-broiled meats prepared on these broilers would not
27 contain sufficient levels of PAHs to result in an exposure that would require a warning pursuant
28 to Proposition 65.

1 To confirm Burger King's results, the parties agreed upon an additional testing protocol
2 for burger patty samples taken from Burger King's pilot restaurants at which the "New Broilers"
3 (as defined in Section 2.1) have been installed. The protocol is attached to this judgment as
4 Exhibit A. The results of this testing protocol will be reviewed by Plaintiff when they come
5 available in order to ascertain that the new grills act to reduce the levels of PAHs in Defendant's
6 flame-broiled meat products — i.e. that the BaP content is shown to be no higher than 1.20 ppb at
7 the 90 percent upper confidence limit for the mean as to samples collected from each of the New
8 Broilers.

9 1.8 **No Admission.** Nothing in this Consent Judgment shall be construed as an
10 admission by Defendant of any fact, finding, issue of law, or violation of law, nor shall
11 compliance with this Consent Judgment constitute or be construed as an admission by Defendant
12 of any fact, finding, conclusion, issue of law or violation of law. However, this Section shall not
13 diminish or otherwise affect the obligations, responsibilities and duties of Defendant under this
14 Consent Judgment.

15 1.9 **Consent to Jurisdiction.** For purposes of this Consent Judgment only, the
16 Parties stipulate that this Court has jurisdiction over the Parties and concerning the alleged
17 violations at issue and personal jurisdiction over Defendant as to the acts alleged, that venue is
18 proper in the County of Sacramento, and that this Court has jurisdiction to enter this Consent
19 Judgment and to enforce the provisions thereof.

20 1.10 **Effective Date.** For purposes of this Consent Judgment, "Effective Date" shall
21 be July 30, 2007.

22 2. **INJUNCTIVE RELIEF**

23 2.1 **Definitions.**

24 (a) For purposes of this Consent Judgment, and in addition to other terms
25 defined herein, the following definitions apply:

26 "Flame-Broiled Meat" refers to all flame-broiled meat products authorized for sale in
27 Burger King® restaurants, including any meat products contained in any sandwiches and
28 breakfast items.

1 "New Broiler" refers to any broiler manufactured according to Burger King's
2 specifications that includes the flame-arresting features designed to inhibit the formation of the
3 PAHs, including, without limitation the Nieco MBP 84 and the Duke Model 120 (Batch Broiler),
4 and that, in pilot operation in Burger King-owned restaurants, produced BAP levels that are
5 regularly non-detectable at a one ppb limit of detection.

6 "Franchisee" refers to the owner or operator of an individual Burger King restaurant
7 location in California ("Restaurant") that is operated pursuant to a franchise agreement with
8 Burger King.

9 **2.2 New Broiler Installation.**

10 Subject to the terms of its franchise agreements, Burger King agrees to use all
11 commercially reasonable efforts, consistent with its franchise agreements, to require all of its
12 Franchisees to install the New Broiler in each Restaurant no later than March 31, 2009, as more
13 specifically described herein and pursuant to the schedule set forth in (b) below. A list of
14 Restaurants is provided as Exhibit B.

15 As of the Effective Date, all Restaurants are operated by Franchisees pursuant to a
16 franchise agreement with Burger King. If, at any point, a Restaurant is owned or operated by
17 Burger King Corporation ("Company Restaurant"), Burger King agrees that it will post the
18 Interim Warnings required in Section 2.3 in all Company Restaurants, as necessary, and that all
19 Company Restaurants shall install New Broilers on or before March 31, 2009.

20 (a) Burger King agrees to take all commercially reasonable measures to assure
21 that sufficient New Broilers are manufactured so that the Franchisees will be able to purchase and
22 install the New Broiler in each Restaurant before the deadline.

23 (b) Burger King shall submit the following reports to Plaintiff, as follows:

24 (i) Within nine months following the date of entry of this Consent
25 Judgment, a report showing that no less than 25% of the Restaurants have installed, purchased or
26 ordered the New Broiler.

1 (ii) Within fifteen months of the date of entry of this Consent
2 Judgment, a report showing that no less than 50% of the Restaurants have installed, purchased or
3 ordered the New Broiler.

4 (iii) On or before April 30, 2009, a report showing that no less than 95%
5 of the Restaurants have installed, purchased or ordered the New Broiler.

6 (iv) Within two years of the date of entry of this Consent Judgment, a
7 report showing that 100% of the Restaurants have installed, purchased, or ordered the New
8 Broiler ("Final Report"). If the report shows that more than 95% but fewer than 100% of the
9 Restaurants have installed, purchased, or ordered the New Broiler, Burger King shall take all
10 reasonable steps to assure that the New Broilers are installed in the remaining Restaurants within
11 60 days of issuance of the Final Report, and shall report to Plaintiff within 75 days of issuance of
12 the Final Report.

13 (e) Notwithstanding the requirements of Section 2.2 above, in the event that
14 there is an insufficient supply of New Broilers available, Burger King shall provide Plaintiff with
15 a declaration regarding the reason for the insufficient supply and provide a date by which the
16 New Broilers necessary to meet the dates in Section 2.2 will be available and installed.

17 **2.3 Interim Warnings.**

18 Unless and until a New Broiler is installed at a specific Restaurant, that Restaurant shall
19 provide warnings as set forth below commencing 30 days after the Effective Date. After a New
20 Broiler is installed in a Restaurant, that Restaurant need not provide the warnings set forth in this
21 Section 2.3.

22 (a) Warning message. The warning message provided, under any of the
23 permitted warning methods, shall include the following language, however these two paragraphs
24 need not be consecutive:

25 **WARNING**

26 Chemicals known to the State of California to cause cancer, or birth defects or
27 other reproductive harm may be present in foods or beverages sold or served here.

1 Some other chemicals that may be present in food or beverages served here and
2 known to the State of California to cause cancer and birth defects or other
3 reproductive harm, such as Polycyclic Aromatic Hydrocarbons and PhiP (2-
4 Amino-1-methyl-6- phenylimidazol[4,5-b]pyridine) are, like acrylamide, by-
5 products of cooking.

6 (b) Warning method. The warning shall be provided through any of the three
7 methods set forth below.

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

18 (ii) Sign and Brochure Combination: A combination of a sign and
19 brochure meeting the following requirements:

20 (1) Sign. The sign is at least 10 inches by 10 inches, with the
21 word "WARNING" centered three-quarters of an inch from the top of the sign in ITC Garamond
22 bold condensed type face all in one-inch capital letters. Three-sixteenths of an inch from the base
23 of the word "warning" shall be a line extending from left to right across the width of the sign
24 one-sixteenth of an inch in thickness. Centered one-half inch below the line shall be the body of
25 the warning message in ITC Garamond bold condensed type face. For the body of the warning
26 message, left and right margins of at least one-half of an inch, and a bottom margin of at least
27 one-half inch shall be observed. Larger signs shall bear substantially the same proportions of
28 type size and spacing to sign dimension as the sign 10 inches high by 10 inches wide.

The sign contains the following text:

1 **WARNING**

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

6 (2) Brochure. The brochure or handout must meet the
7 following requirements:

- 8 a. It must be at least 8 inches by 3 2/3 inches.
- 9 b. It must contain the text set forth in Section 2.2(a).
- 10 c. The text may be no smaller than 8 point font.

11 (iii) Combination with Nutrition Information. If Burger King provides
12 "Nutrition Facts," i.e., information concerning the nutritional contents of the foods served in its
13 restaurants, the warning may be provided within that sign and accompanying materials, if all of
14 the following requirements are satisfied:

15 (1) The sign is titled "Nutrition Facts" or some other title
16 indicating that it describes the content of foods served in the restaurant.

17 (2) If the specific nutritional information about individual
18 products is provided on the sign itself, then the Proposition 65 warning shall be provided on the
19 sign. If the specific nutritional information about individual products is provided in a brochure,
20 then the Proposition 65 warning set forth above may be provided in the brochure, if (1) the
21 brochure is titled "Nutrition Facts" or some other title indicating that it describes the content of
22 foods served in the restaurant; and (2) the Proposition 65 warning is set forth in type of at least
23 the same size and visibility as the nutritional information.

24 (3) To the extent the Attorney General and Defendant reach a
25 settlement, entered in the form of a consent judgment, in *People of the State of California v. Frito*
26 *Lay, Inc. et al.*, Los Angeles Superior Court Case No. BC 338956, which includes a requirement
27 or compliance option containing the language identical or substantially similar to that set forth in
28 Section 2.3(a), and Burger King's implementation of that compliance option has been approved
by the Attorney General, Burger King's use of that approved warning and method of warning

1 shall satisfy the warning requirements of this Consent Judgment, provided that it makes specific
2 reference to polycyclic aromatic hydrocarbons.

3 (c) Warning location. Whichever warning method is used, any sign must be:

4 (i) located at or on the counter where food is purchased, on a wall
5 either adjacent and parallel to or clearly visible from the counter where food is purchased; or
6 located or at any other place that is reasonably likely to be seen and read by customers entering
7 the restaurant to order food;

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

11 (d) Periodic Modification of Warning Message. The warning message may be
12 modified to include other foods or beverages, with the approval of the Attorney General.

13 2.4 Implementation of Injunctive Relief.

14 Burger King agrees to notify its Franchisees about the terms of this Consent Judgment and
15 of their obligations thereunder within 20 days of the date this Consent Judgment is entered.
16 Burger King will provide all of its Franchisees with the information necessary for proper
17 operation and maintenance of the New Broilers, including the flame arrestor and ventilation
18 systems. Burger King shall provide all franchisees with sufficient supply of signs, and, if that
19 method of warning is selected, brochures, to meet the requirements of this Consent Judgment.

20 3. MONETARY PAYMENTS

21 3.1 **Payments Pursuant to Health & Safety Code § 25249.7(b)**. The total
22 settlement amount pursuant to this Section is \$980,000. Defendant shall receive a credit of
23 \$300,000 against the above-stated amount in light of its prompt cooperation with Plaintiff in
24 resolving this matter. Pursuant to Health & Safety Code Section 25249.7(b), Defendant shall pay
25 the remaining amount, to the extent required by this Consent Judgment, as follows:

26 (a) A total of \$80,000 shall be paid by Defendant ten days from the date of
27 entry of this Consent Judgment, as civil penalties, by way of a check made payable to "Hirst &
28 Chanler LLP in Trust For Whitney R. Leeman," at the address listed at the end of Section 3.1.

1 (b) A total of \$300,000 shall be paid by Defendant fifteen months and ten days
2 from the date of entry of this Consent Judgment, as civil penalties, by way of a check made
3 payable to "Hirst & Chanler LLP in Trust for Whitney R. Leeman."

4 This payment shall be forgiven if 50% of Restaurants then in existence have installed,
5 purchased, or ordered the New Broiler. If greater than 30% but less than 50% of Restaurants then
6 in existence have installed, purchased, or ordered the New Broiler, the penalty amount to be
7 forgiven shall be pro-rated based on the actual percentage, multiplied by two, of the restaurants
8 that have installed the new broilers (e.g., if 30% of Restaurants have installed, purchased, or
9 ordered the New Broiler by the deadline in 3.1(a), then 60% of the payment, or \$180,000 would
10 be forgiven.)

11 (c) A total of \$300,000 shall be paid by Defendant two years and ten days
12 from the date of entry of this Consent Judgment, as civil penalties, by way of a check made
13 payable to "Hirst & Chanler LLP in Trust for Whitney R. Leeman."

14 This payment shall be forgiven if 100% of Restaurants then in existence have installed,
15 purchased, or ordered the New Broiler. If greater than 80% of Restaurants then in existence have
16 installed, purchased, or ordered the New Broiler, but less than 100%, the penalty amount to be
17 forgiven shall be pro-rated based on the actual percentage of Restaurants that have installed,
18 purchased, or ordered the New Broiler (e.g., if 90% of Restaurants have installed, purchased, or
19 ordered the New Broiler by the deadline in 3.1(b), \$270,000 would be forgiven.)

20 Payments shall be delivered to the following address:

21 HIRST & CHANLER LLP
22 Attn: Prop 65 Controller
23 2560 Ninth Street
24 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

25 **3.2 Payment to Dr. Leeman for Past Costs and Future Efforts.** The Parties
26 acknowledge that Dr. Leeman has brought, and continues to bring, her considerable scientific
27 expertise to bear on this case. Therefore, within ten (10) days after entry of this Consent
28 Judgment, Defendant shall pay \$20,000 to Dr. Leeman, which represents the full value, exclusive

1 of attorneys' fees and costs, of (a) her out-of-pocket costs incurred to date; (b) her time and
2 expense to be incurred to review and verify the testing results from the protocol described in
3 Exhibit A; and (c) her time and expense to review and verify the various reports to be supplied by
4 Burger King over the next two years (e.g., Section 2.2). Defendant's payment shall be made by
5 check payable to Dr. Whitney R. Leeman and sent to:

6 Dr. Whitney R. Leeman
7 c/o HIRST & CHANLER LLP
8 Attn: Prop 65 Controller
9 Parker Plaza, Suite 214
Berkeley, CA 94710-2565

10 **4. REIMBURSEMENT OF FEES AND COSTS**

11 4.1 The Parties acknowledge that Plaintiff and her counsel offered to resolve this
12 dispute without reaching terms on the amount of fees and costs to be reimbursed to them, thereby
13 leaving this fee issue to be resolved after the material terms of the agreement had been settled.
14 Defendant then expressed a desire to resolve the fee and cost issue shortly after the other
15 settlement terms had been finalized. The Parties then attempted to (and did) reach an accord on
16 the compensation due to Plaintiff and her counsel under the private attorney general doctrine
17 codified at Code of Civil Procedure § 1021.5 for all work performed through the Court's approval
18 of the Consent Judgment. Under the private attorney general doctrine codified at Code of Civil
19 Procedure § 1021.5, Defendant shall reimburse Plaintiff and her counsel for attorneys' fees and
20 costs incurred as a result of investigating, bringing this matter to Defendant's attention, litigating
21 and negotiating a settlement in the public interest, and seeking the Court's approval of this
22 Consent Judgment. Specifically, Defendant shall pay Plaintiff and her counsel \$200,000 for all
23 attorneys' fees, expert and investigation fees, and litigation costs. The payment shall be made
24 payable to Hirst & Chanler LLP and shall be delivered to Plaintiff's counsel on or before ten days
25 from the date the Court has approved this Consent Judgment and entered a final order. The check
26 shall be delivered to the following address:

1 HIRST & CHANLER LLP
2 Attn: Prop 65 Controller
3 2560 Ninth Street
4 Parker Plaza, Suite 214
5 Berkeley, CA 94710-2565

6 Except as specifically provided in this Consent Judgment, Defendant shall have no further
7 obligation with regard to reimbursement of Plaintiff's attorney's fees and costs with regard to the
8 Products covered in this Action.

9 **5. RELEASE AND COVENANT NOT TO SUE**

10 **5.1 Settlement of All Claims.**

11 This Consent Judgment is a final and binding resolution between the Plaintiff and
12 Defendant, satisfying and releasing Defendant and its past and present parents, subsidiaries,
13 affiliates, divisions, predecessors, successors, officers, directors, employees, Franchisees,
14 suppliers, distributors, licensees, Restaurants, and customers ("Defendant's Releasees") from any
15 and all causes of action, damages, costs, penalties, attorneys fees and claims of any kind that were
16 made or could have been made in the Complaint, based upon alleged violations of Proposition
17 65, or arising from exposure to Listed Chemicals for which Defendant or Defendant's Releasees
18 are responsible. Compliance with this Consent Judgment in the future by Burger King shall be
19 deemed to satisfy its obligations under Proposition 65 with respect to Claims (as defined below),
20 and compliance with the terms of this Consent Judgment in the future by each Restaurant and
21 each Franchisee shall be deemed compliance by that Restaurant and that Franchisee with their
22 respective obligations under Proposition 65, with respect to claims made in the Notice and/or the
23 Complaint.

24 **5.2 Plaintiff's Release of Defendant.**

25 In further consideration of the representations, warranties and commitments herein
26 contained, and for the payments to be made pursuant to Sections 3 and 4, and subject to the
27 foregoing paragraph, Plaintiff, on behalf of herself, her past and current agents, representatives,
28 attorneys, successors, assignees, or any person or entity who may now or in the future claim
through her in a derivative manner, and in the interest of the general public, hereby waives all

1 rights to institute or participate in, directly or indirectly, any form of legal action and releases all
2 claims, including, without limitation, all actions, causes of action, in law or in equity, suits,
3 liabilities, demands, obligations, damages, costs, fines, penalties, losses or expenses (including,
4 but not limited to, investigation fees, expert fees and attorneys' fees) of any nature whatsoever,
5 whether known or unknown, fixed or contingent, against Defendant or Defendant's Releasees
6 arising under Proposition 65 or any other applicable law, including common law (collectively
7 "Claims") related to Defendant's or Defendant's Releasees' alleged failure to warn about
8 exposures to, or identification of the Listed Chemicals contained in the Products. It is specifically
9 understood and agreed that the Parties and the Court intend that Defendant's compliance with the
10 terms of this Consent Judgment resolves all issues and liability, now and in the future (so long as
11 Defendant complies with the terms of the Consent Judgment) concerning Defendant and the
12 Defendant's Releasees' compliance with the requirements of Proposition 65 as to the Listed
13 Chemicals in the Products; provided, however that the release contained in this Consent Judgment
14 with respect to claims for future conduct of any Franchisee is conditioned, as to each Restaurant
15 owned or operated by such Franchisee, upon such Restaurant's compliance with the obligation to
16 post warnings in accordance with this Consent Judgment, and to use only New Broilers to flame-
17 broil the Products once such New Broilers have been installed in the Restaurant.

18 **5.3 Covenant Not to Sue.**

19 Except as expressly provided in this Consent Judgment, Plaintiff agrees not to bring any
20 Claims, whether pursuant to Proposition 65 or any other law, against Burger King or Burger
21 King's Releasees with respect to inadequate product labeling, the provision of health or safety
22 warnings in Restaurants, or the presence of any of the Listed Chemicals or any other hazardous
23 substance alleged to be generally found within Burger King's Products sold in the Restaurants.
24 To the extent that a Franchisee fails to comply with the provisions of Section 2 of this Consent
25 Judgment for any particular Restaurant, this provision will have no force and/or effect as to said
26 Franchisee with respect to the noncompliant Restaurant(s).

27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

5.4 Defendant’s Release of Plaintiff.

Defendant waives all rights to institute any form of legal action against Plaintiff, or her attorneys or representatives, for all actions taken or statements made by Plaintiff or her attorneys or representatives, in the course of seeking enforcement of Proposition 65 in association with this Action.

6. COURT APPROVAL

This Consent Judgment is not effective until it is approved and entered by the Court and shall be null and void if, for any reason, it is not approved and entered by the Court within one year after it has been fully executed by all Parties. If the Court’s approval of this Consent Judgment is reversed by an appellate court, any monies that have been provided to Plaintiff or her counsel pursuant to section 3 and section 4 above, shall be refunded to Defendant within fifteen (15) days of the matter being remitted to the trial court. In the event that this Consent Judgment is not entered within one year due to one or more of the following occurrences, this provision will be tolled as follows: if an appeal is entered from the entry of the Consent Judgment, this provision will be tolled during the pendency of the appeal; if a stay is filed in this matter, this provision will be tolled for the duration of the stay; and/or if the Court takes the motion to approve the consent judgment under submission, this provision will be tolled during the period of submission.

7. SEVERABILITY

If, subsequent to court approval of this Consent Judgment, any of the provisions of this Consent Judgment are held by a court to be unenforceable, the validity of the enforceable provisions remaining shall not be adversely affected.

8. ATTORNEYS’ FEES

In the event that a dispute arises with respect to any provision(s) of this Consent Judgment, the prevailing party shall, except as otherwise provided herein, be entitled to recover reasonable and necessary costs and reasonable attorneys’ fees incurred from the resolution of such dispute, with the exception that if Defendant brings a motion to modify the Consent

1 Judgment, Defendant will not be entitled to recover any costs or attorneys' fees incurred in
2 connection with that motion.

3 **9. GOVERNING LAW**

4 The terms of this Consent Judgment shall be governed by the laws of the State of
5 California and apply within the State of California. In the event that Proposition 65 is repealed or
6 is otherwise rendered inapplicable by reason of law generally, or as to the Products specifically,
7 then Defendant shall have no further obligations pursuant to this Consent Judgment with respect
8 to, and to the extent that, those Products are so affected.

9 **10. NOTICES**

10 All correspondence and notices required to be provided pursuant to this Consent Judgment
11 shall be in writing and personally delivered or sent by: (i) first-class, registered, certified mail,
12 return receipt requested or (ii) overnight courier on either Party by the other at the addresses listed
13 below. Either Party, from time to time, may specify a change of address to which all notices and
14 other communications shall be sent.

15 For Plaintiff:

16 Whitney R. Leeman, Ph.D
17 c/o Hirst & Chanler LLP
18 2560 Ninth Street
19 Parker Plaza, Suite 214
20 Berkeley, CA 94710-2565

For Defendant:

General Counsel
Burger King Corporation
Law Department
5505 Blue Lagoon Drive
Miami, FL 33126

with a copy to:

21 Michèle B. Corash
22 Morrison & Foerster LLP
23 425 Market Street
24 San Francisco, CA 94105-2482

25 **11. COUNTERPARTS; FACSIMILE SIGNATURES**

26 This Consent Judgment may be executed in counterparts and by facsimile, each of which
27 shall be deemed an original, and all of which, when taken together, shall constitute one and the
28 same document.

12. COMPLIANCE WITH HEALTH & SAFETY CODE § 25249.7(F)

Plaintiff agrees to comply with the reporting form requirements referenced in Health &
Safety Code § 25249.7(f). Pursuant to regulations promulgated under that section, Plaintiff shall

1 present this Consent Judgment to the California Attorney General's Office within two (2) days
2 after receiving all of the necessary signatures. A noticed motion to enter the Consent Judgment
3 will then be served on the Attorney General's Office at least forty-five (45) days prior to the date
4 a hearing is scheduled on such motion in the Superior Court for the County of Sacramento unless
5 the Court allows a shorter period of time. The Parties agree that they shall cooperate to address
6 any issues raised by the Attorney General before the Consent Judgment is entered.

7 **13. ADDITIONAL POST EXECUTION ACTIVITIES**

8 The Parties shall mutually employ their best efforts to support the entry of this Agreement
9 as a Consent Judgment and to obtain approval of the Consent Judgment by the Court (on
10 shortened time, if necessary) on or before September 17, 2007. The Parties acknowledge that,
11 pursuant to Health & Safety Code § 25249.7, a noticed motion is required to obtain judicial
12 approval of this Consent Judgment. Accordingly, the Parties agree to file a Joint Motion to
13 Approve the Agreement ("Joint Motion"), the first draft of which Defendant's counsel shall
14 prepare, within a reasonable period of time after the execution date of this Consent Judgment (i.e.,
15 not to exceed ten (10) days unless otherwise agreed to by the Parties' counsel based on
16 unanticipated circumstances). Plaintiff's counsel shall prepare a declaration in support of the
17 Joint Motion which shall, inter alia, set forth support for the fees and costs to be reimbursed
18 pursuant to Section 4. Defendant shall have no additional responsibility to Plaintiff's counsel
19 pursuant to C.C.P. § 1021.5 or otherwise with regard to reimbursement of any fees and costs
20 incurred with respect to the preparation and filing of the Joint Motion and its supporting
21 declaration or with regard to Plaintiff's counsel appearing for a hearing or related proceedings
22 thereon.

23 **14. MODIFICATION**

24 This Consent Judgment may be modified only by: (1) written agreement of the Parties
25 and upon entry of a modified Consent Judgment by the Court thereon, or (2) motion of any Party
26 as provided by law and upon entry of a modified Consent Judgment by the Court. The Attorney
27 General shall be served with notice of any proposed modification to this Consent Judgment at
28 least fifteen (15) days in advance of its consideration by the Court.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

15. AUTHORIZATION

The undersigned are authorized to execute this Consent Judgment on behalf of their respective Parties and have read, understood and agree to all of the terms and conditions of this Consent Judgment.

AGREED TO:

AGREED TO:

Date: 7/27/07

Date: _____

By: Whitney Leeman
Plaintiff, Whitney R. Leeman, Ph.D

By: _____
Defendant, Burger King Corporation

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Date: 8/1/07
HIRST & CHANLER LLP

Date: _____
MORRISON & FOERSTER LLP

By: DL
David Lavine
Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

By: _____
Michele B. Corash
Attorneys for Defendant
BURGER KING CORPORATION

IT IS SO ORDERED.

Date:

JUDGE OF THE SUPERIOR COURT

1 **15. AUTHORIZATION**

2 The undersigned are authorized to execute this Consent Judgment on behalf of their
3 respective Parties and have read, understood and agree to all of the terms and conditions of this
4 Consent Judgment.

5 **AGREED TO:**

AGREED TO:

7 Date: _____

Date: July 27, 2007

8 By:
9 Plaintiff, Whitney R. Leeman, Ph.D

By: Juan Siles-Klein
Defendant, Burger King Corporation

10 **APPROVED AS TO FORM:**

APPROVED AS TO FORM:

11 Date:
12 HIRST & CHANLER LLP

Date: Aug 30, 2007
MORRISON & FOERSTER LLP

13 By:
14 David Lavine
15 Attorneys for Plaintiff
WHITNEY R. LEEMAN, PH.D

By: Michelle B. Corash
Attorneys for Defendant
BURGER KING CORPORATION

16 **IT IS SO ORDERED.**

18 Date: NOV - 8 2007

SHELLEYANNE W.L. CHANG

JUDGE OF THE SUPERIOR COURT

17
19
20
21
22
23
24
25
26
27
28

Exhibit A

PAH REDUCTION VERIFICATION PROTOCOL

Leeman v. Burger King Corp. et al.
(Sacramento Super. Ct., Case No. 06AS02168)

The testing described below shall be for the sole purpose of verifying Burger King's representations that the new broiler technology — which will serve as the basis for the parties to reach agreement on the terms of the consent judgment — satisfies the standards set forth herein.

Burger King will retain Kroll Investigative Services ("Kroll") to conduct a joint investigation for the sole purpose of verifying that the flame-arresting technology in each of its two new grill types reduces PAHs to agreed-upon levels that are acceptable to both parties (as described below). A representative from each party will have the option of participating in any conference call or other meeting requested by the other party to discuss Kroll's activities. Once invited to join in such a call or meeting by the requesting party, the other party must accept the invitation by the same time the next business day or that party's participation will be deemed declined, such that the call or meeting can go forward in the absence of that party. The parties agree to limit the number of conference calls to Kroll to three (3) calls each, unless the parties agree that additional calls are necessary.

Within five business days of the parties' approval of this protocol, Kroll will obtain three (3) Triple Whopper™ hamburgers during one visit to each of the eight (8) restaurants identified by Burger King that have the Duke Broiler and six (6) Triple Whopper™ hamburgers during one visit to each of the two (2) restaurants identified by Burger King that have the Nieco Broiler. A total of 36 samples (108 patties) will be collected from the new grills at least two hours after they are put into operation that day. The samples obtained will be the three patties that make up a Triple Whopper™, without buns or condiments. Kroll shall obtain and prepare the sample in accordance with the parties' agreed-upon protocol with the objective of ensuring that the subsequent analysis accurately reflects the PAH content in Triple Whopper hamburgers. Burger King will pay for Kroll's investigation and sample preparation.

All samples shall be logged and an appropriate evidence log and chain of custody prepared to ensure that samples are appropriately tracked. Samples shall be transported via overnight express courier to The National Food Laboratory, c/o Sample Control. The National Food Lab shall homogenize each Triple Whopper sample (combine all three burger patties into one medium) and prepare the sample for analysis in accordance with agreed upon, generally accepted laboratory protocols. Samples shall be processed by NFL on standard (i.e. not rush) processing times. NFL shall retain adequate quantities of each homogenized sample so that split samples and confirmatory testing can be conducted, if necessary. A representative from each party will have the option of participating in any conference call or other meeting requested by the other party to discuss NFL's activities. Once invited to join in such a call or meeting by the requesting party, the other party must accept the invitation by the same time the next business day or that party's participation will be deemed declined, such that the call or meeting can go forward in the absence of that party. The parties agree to limit the number of conference calls to NFL to three (3) calls each, unless the parties agree

PAH REDUCTION VERIFICATION PROTOCOL

Leeman v. Burger King Corp. et al.
(Sacramento Super. Ct., Case No. 06AS02168)

that additional calls are necessary. Each party will have the right to a split of any sample upon request to the NFL with notice to the other party as set forth below.

Because benzo[a]pyrene is recognized as a marker for the high molecular weight PAHs that are at issue in this case,¹ NFL shall analyze each sample for only BaP using a 0.1 ppb method detection limit. Formal reports, including all calibration and recovery analyses, shall be prepared based on sample analysis for each of the two types of grills and distributed to both parties via electronic mail simultaneously as soon as practicable. If any party desires to conduct re-analysis or obtain split samples, it shall inform the other party within 3 days of receipt of NFL's analysis. Any further analysis shall be at the sole cost and expense of the requesting party. Each set of test results shall be deemed acceptable to the extent that the 90 percent upper confidence limit for the mean is equal to or less than 1.20 ppb. All non-detects shall be assigned a value of 0.05. NFL shall not be informed of what constitutes "acceptable" results. Burger King will pay for this analysis.

All results and other documentation generated by the process shall be kept confidential by both parties, and shall be protected by Evidence Code Section 1152 and thereby inadmissible in any proceeding for any purpose, except, and only with the consent of both parties, information generated during this process may be shared with the Attorney General to resolve any potential objections to a consent judgment, or with any mediator, arbitrator or other third-party neutral who is involved in facilitating settlement of this action between Burger King and Dr. Leeman. Use of the National Food Lab shall not affect Burger King's ability to retain NFL separately as a consultant or testifying expert in this action, and shall not serve to waive any pre-existing attorney work product protections over other data generated by NFL.

AGREED AND ACCPTED.

Dated: July 17, 2007

MORRISON & FOERSTER LLP

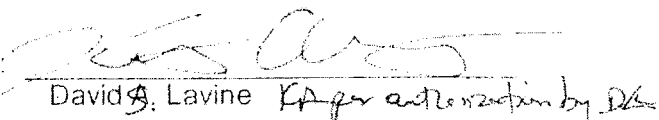
By:


William F. Tarantino

Dated: July 17, 2007

HIRST & CHANLER LLP

By:


David S. Lavine *KA per authorization by DS*

¹ European Commission, Health and Consumer Protection Directorate General, *Opinion of the Scientific Committee on Food on the risks to human health of Polycyclic Aromatic Hydrocarbons in food*, SCF/CS/CNTM/PAH/29 Final (4 December 2002); see also Kazerouni, N., et al., 2001. *Analysis of 200 food items for benzo[a]pyrene and estimation of its intake in an epidemiologic study*. Food Chem. Toxicol., 39, 423-436.

Exhibit B

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Fran Group Name
593	Open	Franchise	16331 Beach Boulevard		Huntington Bch	California	DTL	Hakimianpour/Hakimianpour
609	Open	Franchise	2101 West Whittier Boulevard		La Habra	California	BKL	Midas Enter- Frises Corp.
618	Open	Franchise	1212 West Beverly Boulevard		Montebello	California	DTL	Kirkpatrick, Kenion D.
692	Open	Franchise	10134 Artesia Boulevard		Bellflower	California	DTL	Chiui/Cobb
696	Open	Franchise	5326 Torrance Boulevard		Torrance	California	DTL	Bredesen/Bredesen/Messierlian/Messierlian
726	Open	Franchise	510 South Euclid Street		Anaheim	California	BKL	Eng/Eng/Jeong/Eng/Eng
733	Open	Franchise	8845 South Painter Street		Whittier	California	BKL	Mangen Group, Inc.
736	Open	Franchise	6401 Balboa Avenue		San Diego	California	DTL	Evergreen Restaurant Group
744	Open	Franchise	5541 Rosemead Boulevard		Temple City	California	DTL	Metro-Midas Enterprises, LLC
780	Open	Franchise	815 Highland Avenue		National City	California	BKL	Evergreen Restaurant Group
806	Open	Franchise	1160 Palm Avenue		Imperial Beach	California	DTL	Evergreen Restaurant Group
814	Open	Franchise	822 North Johnson Street		El Cajon	California	BKL	Swift/Tworoger
817	Open	Franchise	1420 Mission Avenue		Oceanside	California	BKL	Amn, Jagdish
835	Open	Franchise	3747 Rosecrans Street		San Diego	California	BKL	Evergreen Restaurant Group
896	Open	Franchise	4253 Mission Boulevard		Pacific Beach	California	BKL	Amn, Jagdish
903	Open	Franchise	5656 W. Manchester Avenue		Los Angeles	California	DTL	Cimmarusi/Cimmarusi
910	Open	Franchise	6960 Broadway		Lemon Grove	California	BKL	J.S. Foods
912	Open	Franchise	1919 Artesia Blvd.		Redondo Beach	California	BKL	Foc, Wilawan
916	Open	Franchise	12427 Poway Road		Poway	California	BKL	Geboy, Inc.
918	Open	Franchise	1919 Pico Boulevard		Santa Monica	California	BKL	Hakimianpour/Hakimianpour/Hakimianpour/Hakimianpour
919	Open	Franchise	3520 Sepulveda Blvd.		Los Angeles	California	BKL	J M C Foods, Inc.
941	Open	Franchise	1050 B Street		San Diego	California	DTL	J.S. Foods
943	Open	Franchise	911 W. Jefferson Boulevard		Los Angeles	California	BKL	Cimm's, Inc.
947	Open	Franchise	225 Jamacha Rd.		El Cajon	California	DTL	J. Davis Enterprises, Inc.
952	Open	Franchise	1265 Third Avenue		Chula Vista	California	DTL	Swift/Tworoger
963	Open	Franchise	9313 Mira Mesa Blvd.		San Diego	California	DTL	J.S. Foods
975	Open	Franchise	175 West Calaveras Boulevard		Milpitas	California	BKS1	Strategic Restaurants Acquisition Company, LLC
977	Open	Franchise	2757 Castro Valley Boulevard		Richmond	California	BKL	Hampton/Hairston
981	Open	Franchise	12999 San Pablo Avenue		Richmond	California	DTL	Fletcher/Mascal
1036	Open	Franchise	21227 Sherman Way		Canoga Park	California	BKL	Chu/Chu
1054	Open	Franchise	8030 Van Nuys Boulevard		Panama City	California	BKL	Chu/Li/Li/Lj
1067	Temp Closing	Franchise	7956 Lanterman Blvd.		N Hollywood	California	DTL	R & R Restaurants, Inc.
1344	Open	Franchise	19662 Nordhoff Street		Northridge	California	DTL	Cimm's, Inc.
1346	Open	Franchise	14420 Outer 7th St		Victorville	California	DTL	Yuen/Yuen
1345	Open	Franchise	12736 South Avalon Blvd.		Los Angeles	California	BKL	Chow, William Kyu
1417	Open	Franchise	14535 South Avalon Blvd.		Los Angeles	California	BKL	Smothers, Ella A.
1450	Open	Franchise	4960 Auburn Blvd.		Sacramento	California	DTL	Brening Enterprises No. 4, Inc.
1473	Open	Franchise	1949 Columbus Avenue		Bakersfield	California	DTL	Arnold, Carolyn P.
1533	Open	Franchise	5100 Fair Oaks Blvd.		Carmichael	California	DTL	Strategic Restaurants Acquisition Company, LLC
1549	Open	Franchise	2410 North Cedar		Fresno	California	BKL	Strategic Restaurants Acquisition Company, LLC
1572	Open	Franchise	385 South Kieley		San Jose	California	BKL	Ghai/Ghai
1630	Open	Franchise	3036 Crenshaw Boulevard		Los Angeles	California	DTL	Smothers, Ronald
1646	Open	Franchise	3630 Tyler Street		Riverside	California	BKL	Delpit, Jr. /Spainhower
1650	Open	Franchise	1090 Fremont Boulevard		Seaside	California	DTL	HKM II, LLC
1673	Open	Franchise	3750 El Camino Real		Santa Clara	California	DTL	Rohde/Rohde
1682	Open	Franchise	8030 Greenback Lane		Citrus Heights	California	BKL	Brening Enterprises No. 4, Inc.
1737	Open	Franchise	1700 East Colorado Blvd.		Pasadena	California	DTL	Kim, Jin Sun
1782	Open	Franchise	7218 Stockton Boulevard		Sacramento	California	DTL	Strategic Restaurants Acquisition Company, LLC
1783	Open	Franchise	1152 E. Los Angeles Avenue		Simi Valley	California	DTL	Cimmarusi/Cimmarusi
1803	Open	Franchise	909 South Main Street		Salinas	California	DTL	HKM II, LLC
1806	Open	Franchise	2620 W. Chapman Avenue		Orange	California	DTL	Hakimianpour/Hakimianpour
1818	Open	Franchise	444 Front Street		Danville	California	DTL	Scarborough/Scarborough
1838	Open	Franchise	802 East Cypress Street		Redding	California	DTL	Wong, Joseph K.
1841	Open	Franchise	1915 Arden Way		Sacramento	California	DTL	Strategic Restaurants Acquisition Company, LLC
1854	Open	Franchise	677 Contra Costa Boulevard		Pleasant Hill	California	BKL	Scarborough/Scarborough
1876	Open	Franchise	555 West Olive Avenue		Merced	California	DTL	Wymond/Wymond
1883	Open	Franchise	3101 South Mooney Boulevard		Visalia	California	DTL	Strategic Restaurants Acquisition Company, LLC
1885	Open	Franchise	432 South Indian Canyon Drive		Palm Springs	California	DTL	B-Y-J Partners
1895	Open	Franchise	233 W Washington Blvd		Los Angeles	California	DTL	Chen/Wiley
1897	Open	Franchise	215 North Gaffney Street		San Pedro	California	BKL	Bredesen/Khan
1901	Open	Franchise	3606 Sonoma Boulevard		Vallejo	California	DTL	Rubin, Joseph N.
1932	Open	Franchise	936 Blossom Hill Road		San Jose	California	BKS1	Strategic Restaurants Acquisition Company, LLC
1936	Open	Franchise	1707 East Valley Parkway		Escondido	California	DTL	Reddy Valley, L.P.
1937	Open	Franchise	24530 Lyons Avenue		Newhall	California	BKL	Wurts/Dallon
1941	Open	Franchise	1730 North Highland		Hollywood	California	DTL	Mangen Group, Inc.
1943	Open	Franchise	2440 Mahogany Way		Antioch	California	BKL	Sacca/Sacca/Modos/Sacca
1946	Open	Franchise	665 San Antonio Road		Mountain View	California	DTL	Rohde/Rohde/Group
2005	Open	Franchise	13992 Brookhurst Street		Garden Grove	California	DTL	Hlo/Hilo

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Fran Group Name
2012	Open	Franchise	49 West Hamilton Avenue		Campbell	California	DTL	Strategic Restaurants Acquisition Company, LLC
2022	Temp Closing	Franchise	601 Colusa Avenue		Yuba City	California	BKL	Richmond/Mc Neely
2032	Open	Franchise	2415 North Texas Street		Fairfield	California	BKL	Gulati/Gulati/Fan/Fan
2037	Open	Franchise	1330 East Monte Vista Avenue		Vacaville	California	DTL	Sacca/Sacca/Modos/Sacca
2044	Open	Franchise	420 El Camino Real		Milbrae	California	DTL	Patel/Desai/Rangan
2055	Open	Franchise	6021 Central Avenue		El Cerrito	California	BKL	Cook, Willie C.
2056	Open	Franchise	5108 Van Nuys Boulevard		Sherman Oaks	California	DTL	C & L Sherman Oaks Limited Partnership
2066	Open	Franchise	1302 Soquel Avenue		Santa Cruz	California	DTL	HKM II, LLC
2067	Open	Franchise	1135 South Hacienda Blvd.		Hacienda Hls	California	DTL	Lew/Lew
2076	Open	Franchise	19201 Brookhurst Street		Huntington Bch	California	DTL	Mangen Group, Inc.
2116	Open	Franchise	14130 West Ramona Boulevard		Baldwin Park	California	DTL	Manakiala/Mishal
2119	Open	Franchise	2600 Long Beach Blvd.		Long Beach	California	BKL	Cimm's, Inc.
2132	Open	Franchise	1200 East Colorado Street		Glendale	California	BKL	Parks, Raymond C.
2149	Open	Franchise	3150 Harbor Boulevard		Costa Mesa	California	BKL	Hakimianpour/Hakimianpour
2152	Open	Franchise	15050 E. 14th Street		San Leandro	California	DTL	AR-EM Foods, Inc.
2172	Open	Franchise	2881 Zinfandel Drive		Rancho Cordova	California	DTL	Brenning Enterprises No. 4, Inc.
2181	Open	Franchise	12730 S. La Mirada Blvd.		La Mirada	California	DTL	Patel, Harshad C.
2215	Open	Franchise	13421 Newport Avenue		Tustin	California	BKL	Hakimianpour/Hakimianpour
2223	Open	Franchise	5228 West Centinela		Los Angeles	California	DTL	Smothers, Ella A.
2241	Open	Franchise	12853 Victory Boulevard		N Hollywood	California	DTL	Brunson/Ma
2253	Open	Franchise	2850 South Bristol Street		Santa Ana	California	DTL	Mengen Group, Inc.
2268	Open	Franchise	619 West Charter Way		Stockton	California	BKL	Knox/Knox
2274	Open	Franchise	765 North Lake Avenue		Pasadena	California	DTL	Delphia, Inc.
2279	Open	Franchise	329 North Capital Avenue		San Jose	California	BKL	Patel/Patel
2284	Open	Franchise	245 N. Citrus		West Covina	California	DTL	Kugler, Linda S.
2288	Open	Franchise	4200 East 14th Street		Oakland	California	BKL	Cook, Willie C.
2292	Open	Franchise	19018 West Soledad Canyon Road		Santa Clarita	California	DTL	Cimm's, Inc.
2298	Open	Franchise	212 Antelope Boulevard		Red Bluff	California	DTL	Wong, Joseph K.
2309	Open	Franchise	517 East Foothill Boulevard		Pomona	California	DTL	Delphia, Inc.
2319	Open	Franchise	301 W. Lacey Blvd.		Hanford	California	BKL	HG Foods, LLC
2333	Open	Franchise	1255 North Blackstone Street		Tulare	California	DTL	Strategic Restaurants Acquisition Company, LLC
2339	Open	Franchise	599 Broadway		Chula Vista	California	DTL	Swift/Swift
2359	Open	Franchise	29136 Roadside Drive		Agoura	California	BKL	Cimm's, Inc.
2361	Open	Franchise	5245 Mowry Avenue		Fremont	California	DTL	Trivedi, Divyang
2382	Open	Franchise	35 Powell Street		San Francisco	California	DTL	Deise Incorporated
2399	Open	Franchise	5540 Cherry Avenue		Long Beach	California	BKL	Mangen Group, Inc.
2403	Open	Franchise	785 North Main Street		Bishop	California	DTL	Wurts/Dalton
2443	Open	Franchise	575 El Camino Real		Redwood City	California	DTL	Patel/Desai/Rangan
2452	Open	Franchise	962 East Avenue		Chico	California	DTL	Richmond/Mc Neely
2473	Open	Franchise	1202 West Avenue I		Lancaster	California	BKL	Hartje/Newcord/Raiston
2474	Open	Franchise	111 South Harding Blvd.		Roseville	California	BKL	Brenning Enterprises, LP
2495	Open	Franchise	2200 Ollis Drive		Alameda	California	BKL	Fletcher/Mascali
2505	Open	Franchise	2162 Railroad Avenue		Pittsburg	California	BKL	Sacca Family Corporation
2514	Open	Franchise	1104 West 2nd Street		Chico	California	DTL	Richmond/Mc Neely
2527	Open	Franchise	1920 East Highland Avenue		San Bernardino	California	DTL	Eupierre, Vincent F.
2534	Open	Franchise	3025 Jefferson Street		Napa	California	DTL	Rubin, Joseph N.
2547	Open	Franchise	1011 North Western Avenue		Los Angeles	California	DTL	Cimm's, Inc.
2554	Open	Franchise	181 South Vermont Avenue		Los Angeles	California	DTL	Cimm's, Inc.
2555	Open	Franchise	450 Leavelley Road		Glroy	California	BKL	Strategic Restaurants Acquisition Company, LLC
2563	Open	Franchise	711 East Perkins Street		Ukiah	California	BKL	Kruger/Kruger
2568	Open	Franchise	5400 Ygnacio Valley Road		Concord	California	DTL	Scarborough/Scarborough
2593	Open	Franchise	3707 State Street		Santa Barbara	California	DTL	Mallard Holding Company, LLC
2625	Open	Franchise	5118 Wilshire Boulevard		Los Angeles	California	DTL	Cimmanusti/Cimmanusti
2671	Open	Franchise	525 Pacheco Blvd.		Los Banos	California	BKL	HG Foods, LLC
2699	Open	Franchise	7300 Skyway Blvd.		Paradise	California	DTL	Richmond/Mc Neely
2738	Open	Franchise	2001 - 41st Avenue		Capitola	California	DTL	HKM II, LLC
2795	Open	Franchise	5315 Hopland Road		Pleasanton	California	BKS1	Strategic Restaurants Acquisition Company, LLC
2838	Open	Franchise	190 Pittman Road		Suisun City	California	DTL	Worthing, Ford Buxton Jr.
2867	Open	Franchise	16025 Monterey Road		Morgan Hill	California	BKS1	Strategic Restaurants Acquisition Company, LLC
2871	Open	Franchise	1610 W. Main Street		Turlock	California	DTL	Wymond/Lukas
2891	Open	Franchise	7201 Fair Oaks Boulevard		Carmichael	California	BKL	Brenning Enterprises No. 3, Inc.
2893	Open	Franchise	9710 Central Avenue		Montclair	California	BKL	Mallis/Mallis
2896	Open	Franchise	5300 Folsom Boulevard		Sacramento	California	DTLA	Brenning Enterprises No. 3, Inc.
2901	Open	Franchise	43627 N. 15th Street West		Lancaster	California	BKL	Hartje/Newcord/Raiston
2976	Open	Franchise	13446 Lincoln Way		Auburn	California	BKL	Brenning Enterprises No. 3, Inc.
3022	Open	Franchise	29671 Mission Blvd.		Hayward	California	DTL	Laungani, Dilip
3023	Open	Franchise	1103 Country Club Dr.		Madera	California	DTL	HG Foods, LLC
3032	Open	Franchise	417 S Street		Eureka	California	DTL	Eureka Restaurant, LLC

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Franch Group Name
3034	Open	Franchise	1801 Decoto Road		Union City	California	BKL	Whitehurst/Whitehurst
3050	Open	Franchise	7 Mur Road		Martinez	California	DTL	MRB Holdings Corporation
3076	Open	Franchise	2746 Marconi Ave.		Sacramento	California	DTL	Brening Enterprises No. 4, Inc.
3147	Open	Franchise	12513 East Carson Street		Hawaiian Garden	California	DTL	Villalob/Villalob
3157	Open	Franchise	211 North McCowell Blvd		Petaluma	California	BKL	Rubin/Rubin
3160	Open	Franchise	4610 East King's Canyon Rd.		Fresno	California	BKL	Strategic Restaurants Acquisition Company, LLC
3179	Open	Franchise	1403 Freedom Boulevard		Watsonville	California	DTL	HKM II, LLC
3208	Open	Franchise	2055 Eureka Way		Redding	California	BKL	Wong, Joseph K.
3217	Open	Franchise	1571 Fitzgerald Drive		Pinole	California	BKL	Cook, Willie C.
3223	Open	Franchise	5610 Freeport Boulevard		Sacramento	California	DTL	Strategic Restaurants Acquisition Company, LLC
3233	Open	Franchise	81-779 Highway 111		Indio	California	BKL	B-Y-J Partners
3246	Temp. Closing	Franchise	635 East Capitol Expressway		San Jose	California	BKL	Chhadova, Hansa
3292	Open	Franchise	545 North Victory Boulevard		Burbank	California	DTL	Parks, Raymond C.
3316	Open	Franchise	41383 Big Bear Lake Blvd	PO Box 1363	Big Bear Lake	California	BKL	Euplerre, Vincent F.
3323	Open	Franchise	2817 South El Camino Real		San Mateo	California	DTL	Krone, Wallace A. Jr.
3355	Open	Franchise	680 East San Ysidro Blvd		San Ysidro	California	BKL	Evergreen Restaurant Group
3363	Open	Franchise	1092 West Henderson Avenue		Porterville	California	DTL	HG Foods, LLC
3421	Open	Franchise	3220 Tracy Boulevard		Tracy	California	DTL	Knox/Knox
3441	Open	Franchise	455 North Humboldt Street		Willows	California	BKL	C&R Foods, Inc.
3458	Open	Franchise	130 South Imperial Avenue		El Centro	California	DTL	S. M. E. Incorporated
3459	Open	Franchise	2090 West Hwy 88		Martell	California	BKL	Knox/Knox
3479	Open	Franchise	17021 Main Street		Hesperia	California	DTL	Brodnak/Brodnak/Brodnak
3482	Open	Franchise	1651 Willow Pass Road		Concord	California	DTL	Scarborough/Scarborough
3505	Open	Franchise	969 East Francisco Blvd.		San Rafael	California	NDTL	Kubu/Kubu/Kubu/Kubu--Jones/Mc Manus/Jones
3528	Open	Franchise	242 North El Camino Real		Encinitas	California	NDTL	J.S. Foods
3530	Open	Franchise	1250 9th Street		Crescent City	California	BKL	David, David J.
3546	Open	Franchise	261 Race Street		San Jose	California	BKS1	Strategic Restaurants Acquisition Company, LLC
3554	Open	Franchise	220 Alameda Del Prado		Novato	California	NDTL	Sacca Family Corporation
3575	Open	Franchise	20056 Sherman Way		Canoga Park	California	DTL	Chn/L/J/L
3580	Open	Franchise	6125 Commerce Boulevard		Rohnert Park	California	BKG	Kubu/Kubu/Kubu/Kubu--Jones/Mc Manus/Jones
3584	Open	Franchise	244 West Mission Avenue		Escondido	California	DTL	Reddy Enterprises, L.P.
3587	Open	Franchise	3746 Mission Avenue		Oceanside	California	BKL	Amin, Jaodish
3605	Open	Franchise	403 Mace Boulevard		Davis	California	DTL	Sacca Family Corporation
3611	Open	Franchise	5950 Telegraph Road		Ventura	California	DTL	Crew Enterprises, Inc.
3642	Open	Franchise	1320 Industrial Park Avenue		Redlands	California	DTL	Mallis/Mallis/Suppal/Suppa
3654	Open	Franchise	1375 North Main Street		Salinas	California	DTL	HKM II, LLC
3674	Open	Franchise	1240 Broadway		Oakland	California	DTL	Cook, Willie C.
3679	Open	Franchise	15554 Roscoe Boulevard		Van Nuys	California	NDTL	Brunson/Me
3684	Open	Franchise	819 Van Ness Avenue		San Francisco	California	DTL	Flynn Food Company, Inc.
3731	Open	Franchise	1773 Grand Avenue		Grover Beach	California	DTL	Humerian/Humerian
3748	Open	Franchise	3996 Washington Boulevard		Fremont	California	NDTL	Patel/Patel
3776	Open	Franchise	723 E Street		Marysville	California	DTL	Marysville Foods, Inc.
3777	Open	Franchise	2734 North Tusim Avenue		Orange	California	BKUS	Breckenridge Food Systems, Inc.
3780	Open	Franchise	2325 Vista Way		Oceanside	California	DTL	Reddy Enterprises, L.P.
3802	Open	Franchise	1114 East Stanley Boulevard		Livermore	California	DTL	Strategic Restaurants Acquisition Company, LLC
3827	Open	Franchise	3098 Story Road		San Jose	California	BKS1	Strategic Restaurants Acquisition Company, LLC
3862	Open	Franchise	284 Sun Valley Mall		Concord	California	DTL	Scarborough/Scarborough
3865	Open	Franchise	227 Mt. Herman Road	Contra Costa Boulevard	Scotts Valley	California	NDTL	HKM II, LLC
3876	Open	Franchise	4325 Guasti Road		Ontario	California	DTL	TA Operating Corp.
3890	Open	Franchise	616 West Kettleman Lane		Lodi	California	DTL	Knox/Knox
3899	Open	Franchise	290 East Compton Boulevard		Compton	California	NDTL	Snothers, Ella A.
3901	Open	Franchise	46700 Mission Boulevard		Fremont	California	NDTL	Patel/Patel
3902	Open	Franchise	2829 El Cajon Boulevard		San Diego	California	DTL	ECB-University, LLC
3908	Open	Franchise	828 Southampton Rd		Benicia	California	NDTL	Ghal/Dhillon
3917	Open	Franchise	1857 East Main Street		Grass Valley	California	DTL	Nkadi/Nkadi/Reynolds
3930	Open	Franchise	1236 Imperial Highway		La Habra	California	DTL	Evans, Warren Dean Jr.
3947	Open	Franchise	6135 El Cajon Boulevard		San Diego	California	NDTL	J. Davis Enterprises, Inc.
3885	Open	Franchise	5800 Wheeler Ridge Road		Arvin	California	DTL	TA Operating Corp.
4031	Open	Franchise	8055 Clairmont Mesa Boulevard		San Diego	California	DTL	J.S. Foods
4039	Open	Franchise	950 West A Street		Hayward	California	BKL	Baire/Sawhney
4053	Open	Franchise	2101 Highway 46		Wasco	California	DTL	Scarborough/Scarborough
4059	Open	Franchise	10014 Paramount Blvd.		Downey	California	NDTL	Shin/Shin
4074	Open	Franchise	21 West Main Street		Ventura	California	DTL	Crew Enterprises, Inc.
4075	Open	Franchise	972 El Camino Real		S. San Francisco	California	BKL	Hart Foods Inc.
4088	Open	Franchise	227 South Tremont Street		Oceanside	California	BKL	Amin, Jagdish
4091	Open	Franchise	855 Oro Dam Blvd E	Blvd.	Oroville	California	DTL	Oroville Foods, Inc.
4107	Open	Franchise	1662 Martin Luther King Jr.		Los Angeles	California	NDTL	Snothers, Ronald
4125	Open	Franchise	2001 North Oxnard Boulevard		Oxnard	California	NDTL	Cimmanist/Cimmanist

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Proxy	Deal Type	Franch Group Name
4135	Open	Franchise	5150 Stockton Blvd.		Sacramento	California	NDTL	Shah/Shah
4139	Open	Franchise	8890 Whittier Boulevard		Pico Rivera	California	DTL	Kirkpatrick, Kenton D.
4155	Open	Franchise	3440 Crow Canyon Road		San Ramon	California	DTL	Scarborough/Scarborough
4163	Open	Franchise	1681 West San Bernardino Road		Covina	California	DTL	Eupierre, Vincent F.
4186	Open	Franchise	1007 S. De Anza Boulevard		San Jose	California	DTL	Bradford/Palmer
4208	Open	Franchise	2008 Glenoaks Boulevard		San Fernando	California	DTL	C & L 18, LLC
4256	Open	Franchise	16105 Brookhurst Street		Fountain Valley	California	NDTL	Masood/Batia
4257	Open	Franchise	19600 Beach Boulevard		Huntington Bch	California	NDTL	Shere, Syed K.
4309	Open	Franchise	701 North Main Street		Santa Ana	California	DTL	Shere, Syed K.
4310	Open	Franchise	18932 Gale Avenue		Rowland Heights	California	NDTL	Foo, Ping D.
4331	Open	Franchise	4144 University Avenue		San Diego	California	DTL	ECB-University, LLC
4355	Open	Franchise	25246 West Dorris Avenue		Coalinga	California	DTL	HG Foods, LLC
4382	Open	Franchise	6217 Niles Street		Bakersfield	California	DTL	Scarborough/Scarborough
4383	Open	Franchise	181 South Armitell Road		Cambridge	California	DTL	Cimmarusti/Cimmarusti
4386	Open	Franchise	2402 South Grove Avenue		Ontario	California	NDTL	Eupierre, Vincent F.
4405	Open	Franchise	14800 Valley Boulevard		La Puente	California	BKL	HbTee
4413	Open	Franchise	4542 East Pacific Coast Hwy		Long Beach	California	NDTL	Bredesen/Bredesen
4424	Open	Franchise	2060 Verdugo Boulevard		Monterose	California	DTL	Mangen Group, Inc.
4430	Open	Franchise	825 S Main St		Fallbrook	California	DTL	Alpine Fast Food, Inc.
4447	Open	Franchise	2015 Mission Street		Santa Cruz	California	DTL	HKM II, LLC
4448	Open	Franchise	200 Reservation Road		Marina	California	DTL	HKM II, LLC
4461	Open	Franchise	2210 East Lincoln Avenue		Anaheim	California	NDTL	Luzzi/Luzzi
4474	Open	Franchise	1200 Market Street		San Francisco	California	DTL	Batra/Nagrani
4493	Open	Franchise	781 Quiniana Road		Morro Bay	California	DTL	Humerian/Humerian
4504	Open	Franchise	700 Gravenstein Hwy N		Sebastopol	California	DTL	Rubin/Rubin
4514	Open	Franchise	1901 Webster Street		Alameda	California	BKL	Fletcher/Mascali
4516	Open	Franchise	1799 North Broadway		Walnut Creek	California	BKS1	Strategic Restaurants Acquisition Company, LLC
4518	Open	Franchise	2500 S. Ventura Road		Ontard	California	DTL	Cimm's, Inc.
4525	Open	Franchise	1701 D-27 Fillmore Street		San Francisco	California	DTL	Szezo/Altabadi
4525	Open	Franchise	1803 Ft. Jones Rd.		Yreka	California	NDTL	Wong, Joseph K.
4551	Open	Franchise	601 East Dyer Road		Santa Ana	California	BKL	Batia/Batia
4552	Open	Franchise	1415 E. Huntington Dr.		Duarte	California	DTL	Wong/Wong
4576	Open	Franchise	1220 South 28th Street		San Diego	California	DTL	J.S. Foods
4583	Open	Franchise	Building 6211		Edwards Afb	California	DTL	Army Air Force Exchange Services
4514	Open	Franchise	728 West San Marcos Boulevard		San Marcos	California	BKL	Phyas, Veit
4641	Open	Franchise	Presidio Of Monterey	Building 4405	Presidio	California	DTL	Army Air Force Exchange Services
4653	Open	Franchise	10130 Maine Avenue		Lakeside	California	DTL	Lakeside-Rancho S. D. , LLC
4655	Open	Franchise	12781 Van Nuys Boulevard		Pacolina	California	DTL	Brunson/Ma
4656	Open	Franchise	500 Soult De Maree		Visalia	California	NDTL	Strategic Restaurants Acquisition Company, LLC
4660	Open	Franchise	1690 Valencia Street		San Francisco	California	DTL	Szezo/Altabadi
4668	Open	Franchise	82 West Las Lunas Drive		Accadia	California	DTL	Arcadia Midas Enterprises, LLC
4691	Open	Franchise	3517 Foothill Boulevard		La Crescentia	California	DTL	Parks, Raymond C.
4692	Open	Franchise	120 South Nicholson Avenue		Santa Maria	California	DTL	Mallard Holding Company, LLC
4694	Open	Franchise	Building 685		Travis Afb	California	DTL	Army Air Force Exchange Services
4700	Open	Franchise	1201 South Anaheim Boulevard		Anaheim	California	DTL	Mangen Group, Inc.
4712	Open	Franchise	3930 El Segundo Boulevard		Hawthorne	California	DTL	Foo, Ping D.
4746	Open	Franchise	1520 Main Street		Susanville	California	DTL	MRB Holdings Corporation
4758	Open	Franchise	7200 Bancroft Road		Oakland	California	DTL	Whitehurst/Whitehurst
4760	Open	Franchise	2050 South Broadway		Santa Maria	California	DTL	Mallard Holding Company, LLC
4761	Open	Franchise	2023 Montebello Town Center Drive		Montebello	California	NDTL	Kirkpatrick, Kenton D.
4778	Open	Franchise	698 John Daly Boulevard		Daly City	California	DTL	Chung, Jae W.
4786	Open	Franchise	4040 Tweedy Boulevard		Southgate	California	DTL	Shin/Shin
4794	Open	Franchise	935 North Waterman		San Bernardino	California	DTL	Eupierre, Vincent F.
4808	Open	Franchise	1310 W. Valley Parkway		Escondido	California	DTL	Reddy Enterprises, L.P.
4809	Open	Franchise	1475 Holiday Lane		Fairfield	California	DTL	Worthing, Ford Buxton Jr.
4829	Open	Franchise	Blgg. 51-096	Camp Pendleton No. 51	Camp Pendleton	California	DTL	Kings Manna, Inc.
4843	Open	Franchise	702 North Wilson Way		Stockton	California	DTL	Wymond, Gilbert O.
4861	Open	Franchise	1601 N. Hacienda Boulevard		La Puente	California	NDTL	Mangen Group, Inc.
4878	Open	Franchise	2335 North Street		Anderson	California	DTL	Wong, Joseph K.
4882	Open	Franchise	4571 North Pershing Avenue		Stockton	California	DTL	Strategic Restaurants Acquisition Company, LLC
4886	Open	Franchise	610 Imperial Avenue		Calistoga	California	DTL	S. M. E. Incorporated
4887	Open	Franchise	2403 East Chapman Avenue		Fullerton	California	NDTL	Cimm's, Inc.
4908	Open	Franchise	177 W. El Camino Real		Mountain View	California	DTL	Rohde/Rohde/Banaszek/Group
4913	Open	Franchise	12401 Valley View		Garden Grove	California	DTL	Shere, Syed K.
4916	Open	Franchise	2511 South San Pedro Street		Los Angeles	California	NDTL	Chen/Chen/Wiley
4946	Open	Franchise	1908 Avenida De Los Arboles		Thousand Oaks	California	DTL	Ahoja Group, Inc.
4961	Open	Franchise	1540 East Main Street		Barstow	California	DTL	Chiu/Cobb
4974	Open	Franchise	200 North Harbor Boulevard		Santa Ana	California	NDTL	Patel, Avakash
4991	Open	Franchise						

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Franch Group Name
5036	Open	Franchise	1153 North H Street		Lompoc	California	NDTL	Mallard Holding Company, LLC
5051	Open	Franchise	8500 Reseda Boulevard		Northridge	California	DTL	C & L Northridge Restaurant, Inc.
5062	Open	Franchise	8637 Elk Grove Boulevard		Elk Grove	California	NDTL	Strategic Restaurants Acquisition Company, LLC
5066	Open	Franchise	3601 Bradshaw Road		Sacramento	California	NDTL	Secret River, Inc.
5085	Open	Franchise	7225 Greenhaven Drive		Sacramento	California	DTL	Strategic Restaurants Acquisition Company, LLC
5135	Open	Franchise	6638 Alhambra Avenue		Marinez	California	NDTL	Scarborough/Scarborough
5150	Open	Franchise	10931 Los Alamitos Boulevard		Los Alamitos	California	BKL	Mangen Group, Inc.
5159	Open	Franchise	10812 Jefferson Boulevard		Culver City	California	NDTL	Cimm's, Inc.
5179	Open	Franchise	4350 West Century Boulevard		Inglewood	California	DTL	Hakimianpour/Hakimianpour
5180	Open	Franchise	3101 San Fernando Road		Los Angeles	California	DTL	Cimm's, Inc.
5185	Open	Franchise	2606 E. Palmdale Boulevard		Palmdale	California	NDTL	Harje/Newport/Ralston
5215	Open	Franchise	741 Stormy Point Road		Santa Rosa	California	NDTL	Rubin/Rubin
5230	Open	Franchise	379 South Lovekin		Blythe	California	NDTL	Lintz/Lintz/Lintz
5257	Open	Franchise	3810 Convoy Street		San Diego	California	DTL	J.S. Foods
5270	Open	Franchise	1475 South Dempsey Road		Milpitas	California	DTL	Ghai/Ghai
5310	Open	Franchise	290 South Main Street		Anaples Camp	California	DTL	Knob/Knob
5315	Open	Franchise	31781 Mission Trail Road		Lake Elsinore	California	DTL	River King, LLC
5325	Open	Franchise	4424 Broadway		Oakland	California	DTL	Sohrabji/Sohrabji
5348	Open	Franchise	7900 South Atlantic Avenue		Cudahy	California	DTL	Eupierre, Vincent F.
5375	Open	Franchise	600 Canal Street		King City	California	DTL	Mallard Holding Company, LLC
5378	Open	Franchise	30 North Cabrillo Highway		Half Moon Bay	California	DTL	Route Ninety-Two, Inc.
5394	Open	Franchise	1 Mantecosa Street		Vallejo	California	DTL	Rubin/Rubin
5414	Open	Franchise	890 East Alosta Avenue		Azusa	California	NDTL	Kind/Kind
5419	Open	Franchise	6060 Lanekershim Boulevard		North Hollywood	California	DTL	Brunson/Ma
5454	Open	Franchise	2991 Cochran Street		Simi Valley	California	DTL	Cimm's, Inc.
5500	Open	Franchise	111 Colma Boulevard		Colma	California	DTL	Bishop/La Cross
5533	Open	Franchise	5800 Lake Isabella Boulevard	Post Office Box 2840	Lake Isabella	California	DTL	Arnold/Doty
5550	Open	Franchise	238 E Highway 246		Buellton	California	DTL	Mallard Holding Company, LLC
5557	Open	Franchise	1673 103rd Street		Los Angeles	California	NDTL	Smothers, Ella A.
5574	Open	Franchise	14868 Bear Valley Road		Victorville	California	DTL	Lee, Betty L.
5594	Open	Franchise	8810 South Garfield Avenue		Southgate	California	DTL	Wang/Chen
5596	Open	Franchise	7079 Sunset Boulevard		Hollywood	California	DTL	B6596, LLC
5642	Open	Franchise	9025 Balboa		Northridge	California	DTL	R & R Restaurants, Inc.
5645	Open	Franchise	2992 Jamaica Road		El Cajon	California	DTL	Lakeside-Ranchos S. D., LLC
5658	Open	Franchise	5850 Crenshaw Boulevard		Los Angeles	California	DTL	Cimm's, Inc.
5723	Open	Franchise	1350 Stratford Avenue		Dixon	California	DTL	Sacca/Sacca/Modos/Sacca
5724	Open	Franchise	2032 Dairy Mart Road		San Ysidro	California	DTL	DWHS, LLC
5752	Open	Franchise	1526 Highway 99		San Diego	California	NDTL	Richmond/Mc Neely/Crossen
5776	Open	Franchise	Old Ferry Landing	1201 First Street	Coronado	California	DTL	J. Davis Enterprises, Inc.
5792	Open	Franchise	5701 Christie Avenue		Emeryville	California	DTL	Scarborough/Scarborough
5823	Open	Franchise	1233 Oakdale Road		Modesto	California	DTL	Wymond/Wymond
5830	Open	Franchise	245 Bayshore Blvd.		San Francisco	California	DTL	Hart Foods Inc.
5853	Open	Franchise	1301 Glendale Blvd.		Los Angeles	California	DTL	Checa/Checa
5869	Open	Franchise	16 Southland Mall		Hayward	California	BKL	Fletcher/Mascall
5876	Open	Franchise	3676 Market Street		San Diego	California	DTL	J.S. Foods
5882	Open	Franchise	3501 Whittier Blvd.		Los Angeles	California	DTL	Wang/Chen
5883	Open	Franchise	3431 Philadelphia		Chino	California	DTL	Kolstad/Kolstad
5894	Open	Franchise	5120 Olive Drive		Bakersfield	California	DTL	Scarborough/Scarborough
5896	Open	Franchise	20838 Devonshire St.		Chatsworth	California	DTL	Chu/L/L/L
5901	Open	Franchise	1181 Old Oakland Road		San Jose	California	NDTL	Patel, Jayant F.
5914	Open	Franchise	27400 Hawthorne Blvd.		Rolling Hills Est	California	DTL	Bredesen/Bredesen
5924	Open	Franchise	900 Westwood Blvd.		Los Angeles	California	DTL	Hakimianpour/Hakimianpour
5926	Open	Franchise	Bayshore Mall	3300 Broadway - Space #33	Eureka	California	NDTL	Davis, David J.
5951	Open	Franchise	East 1766 McFadden Ave.		Santa Ana	California	DTL	Luizzi/Luizzi
5955	Open	Franchise	6735 Mira Mesa Blvd.	Plaza Sorrento	San Diego	California	DTL	J.S. Foods
5992	Open	Franchise	4040 Douglas Boulevard		Roseville	California	NDTL	The Broadland, LP
5996	Open	Franchise	11290 Merritt Street		Castroville	California	DTL	HKM II, LLC
6023	Open	Franchise	7201 S. Figueroa		Los Angeles	California	DTL	Mangen Group, Inc.
6028	Open	Franchise	4040 Monterey Road		San Jose	California	DTL	Chenadva, Hensa
6042	Open	Franchise	2085 West Hill Ave.		Pomona	California	DTL	Shah/Shah
6054	Open	Franchise	8093 San Miguel Canyon Road		Salinas	California	DTL	HKM II, LLC
6062	Open	Franchise	1328 South Harbor Boulevard		Fullerton	California	DTL	Luizzi/Luizzi
6099	Open	Franchise	2738 Santa Rosa Avenue		Santa Rosa	California	DTL	Kubu/Kubu/Kubu/Jones/Mc Manus/Jones
6107	Open	Franchise	4959 Eagle Rock Boulevard		Eagle Rock	California	DTL	Parks, Raymond C.
6117	Open	Franchise	888 West Highway 99		Corning	California	DTL	Wong, Joseph K.
6134	Open	Franchise	1525 East F Street		Oakdale	California	DTL	Wymond/Wymond
6152	Open	Franchise	1950 East 20th Street B219		Chico	California	NDTL	Richmond/Mc Neely
6163	Open	Franchise	7235 Heven Ave		Rancho Cucamonga	California	DTL	Eupierre, Vincent F.

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Franch Group Name
6190	Open	Franchise	Building #2453		Beale Ab	California	DTL	Army Air Force Exchange Services
6193	Open	Franchise	391 Hampshire Road		Thousand Oaks	California	DTL	Chiu/Cobb
6194	Open	Franchise	910 N. Mountain		Upland	California	DTL	Mangen Group, Inc.
6202	Open	Franchise	2051 East Florence		Los Angeles	California	DTL	Shin/Shin
6236	Open	Franchise	28201 Greenfield Drive		Laguna Niguel	California	DTL	LN Foods Corporation
6242	Open	Franchise	17901 Chatsworth		Granada Hills	California	DTL	Cimm's, Inc.
6260	Open	Franchise	1278 El Camino Real		San Bruno	California	NDTL	Hart Foods Inc.
6287	Open	Franchise	2978 - 16th Street		San Francisco	California	DTL	Alibadi, Nasser
6292	Open	Franchise	2102 Middlefield Road		Redwood City	California	DTL	Hart Foods Inc.
6294	Open	Franchise	202 East Valley Blvd		Colton	California	DTL	Eupierre, Vincent F.
6335	Open	Franchise	1825 El Camino		Santa Clara	California	DTL	Ronder/Rohde/Banaszek/Group
6342	Open	Franchise	8200 Stockdale Hwy, Pad L		Bakersfield	California	DTL	Arnold, Carolyn P.
6343	Open	Franchise	3405 Union Ave		Bakersfield	California	DTL	Arnold, Carolyn P.
6399	Open	Franchise	11125 E. Washington Blvd.		Whittier	California	DTL	Shin/Shin
6409	Open	Franchise	230 N. Cherokee Lane		Lodi	California	DTL	Knorr/Knox
6414	Open	Franchise	4780 Mission Street		San Francisco	California	DTL	Alibadi, Nasser
6416	Open	Franchise	925 S. Fortuna Blvd.	Suite 1	Fortuna	California	NDTL	Davis, David J.
6419	Open	Franchise	1030 McLaughlin Ave.		San Jose	California	NDTL	Gran/Grant
6439	Open	Franchise	2800 N. Paseo Mercado		Oakland	California	DTL	Cimmerusii/Cimmerusii
6449	Open	Franchise	7012 No. Cedar		Fresno	California	DTL	Central Valley Group, Inc.
6451	Open	Franchise	1251 W. 17th Street		Santa Ana	California	DTL	Lynn/Dimmerbier/Jensen
6476	Open	Franchise	2020 Standford Avenue		Modesto	California	DTL	Wymond, Gilbert O.
6499	Open	Franchise	2344 Girard Street		Delano	California	DTL	Scarborough/Scarborough
6510	Open	Franchise	995 W. Arrow Hwy.		San Dimas	California	DTL	Chiu/Cobb
6533	Open	Franchise	2200 Barranca Parkway		Irvine	California	DTL	Baifa/Batta
6555	Open	Franchise	Building 10510		Vanderberg Alb	California	DTL	Army Air Force Exchange Services
6560	Open	Franchise	1202 Magnolia		Corona	California	DTL	Eupierre, Vincent F.
6578	Open	Franchise	2711 Diamond Bar Blvd.		Diamond Bar	California	DTL	Chiu/Cobb
6579	Open	Franchise	2855 North Main Street		Walnut Creek	California	DTL	Scarborough/Scarborough
6581	Open	Franchise	1845 S. Vermont Ave.		Los Angeles	California	DTL	Mangen Group, Inc.
6597	Open	Franchise	2508 White Lane		Bakersfield	California	DTL	Arnold, Carolyn P.
6649	Open	Franchise	8295 E. Santa Ana Canyon Road		Anaheim Hills	California	DTL	AH Foods Corporation
6755	Open	Franchise	2170 Monterey Road		San Diego	California	BKS1	Strategic Restaurants Acquisition Company, LLC
6756	Open	Franchise	5698 Mission Center Road		San Diego	California	DTL	J. Davis Enterprises, Inc.
6813	Open	Franchise	41 S. Sanborn Road		Salinas	California	DTL	HKM II, LLC
6816	Open	Franchise	1666 Second Street		Norco	California	BKL	Chiu/Cobb
6841	Open	Franchise	604 Bailey Road		Pittsburg	California	DTL	Sacca/Sacca/Modos/Sacca
6881	Open	Franchise	Newpark Mall	2074 Newpark Mall Drive	Newark	California	DTL	Cal Burg, Inc
6931	Open	Franchise	2500 East Imperial Highway	#182	Brea	California	BKL	Chiu/Cobb
6936	Open	Franchise	1011 Bridge Street		Colusa	California	DTL	Wong, Joseph K.
6941	Open	Franchise	9601 Airport Boulevard		Los Angeles	California	DTL	Mangen Group, Inc.
6942	Open	Franchise	32505 Golden Lantern St		Dana Point	California	NDTL	DP Foods Corporation
6947	Open	Franchise	34943 Newark Boulevard		Newark	California	BKL	Cal Burg, Inc
7100	Open	Franchise	2505 Main Street		Oakley	California	DTL	Scarborough/Scarborough
7118	Open	Franchise	205 East Redlands		San Bernardino	California	DTL	Eupierre, Vincent F.
7125	Open	Franchise	681 Elmira		Vacaville	California	DTL	Sacca/Sacca/Modos/Sacca
7129	Open	Franchise	4107 West Ave L		Lancaster	California	DTL	Hartje/Newport/Ralston
7134	Open	Franchise	1105 2nd. Street		Brenwood	California	DTL	Sacca/Sacca/Modos/Sacca
7145	Open	Franchise	1980 Columbus Pky		Benicia	California	DTL	Gulati/Gulati/Fani/Fan
7196	Open	Franchise	6477 Almaden Rd Spc D-1a		San Jose	California	DTL	Ghali/Ghali
7200	Open	Franchise	7990 White Lane		Bakersfield	California	DTL	Arnold, Carolyn P.
7238	Open	Franchise	410 W Lake St		Mount Shasta	California	DTL	Wong, Joseph K.
7273	Open	Franchise	3045 Rancho Vista Boulevard		Palmdale	California	DTL	Hartje/Newport/Ralston
7274	Open	Franchise	2649 Calloway Drive		Bakersfield	California	DTL	Scarborough/Scarborough
7290	Open	Franchise	2005 Huntington Drive		Fairfield	California	DTL	Gulati/Gulati/Fani/Fan
7318	Open	Franchise	1305 N Bascom Ave		San Jose	California	DTL	Ghali/Ghali
7323	Open	Franchise	1110 S Mount Vernon Ave		Colton	California	DTL	Eupierre, Vincent F.
7374	Open	Franchise	216 Vniage Way		Novato	California	DTL	Sacca/Sacca/Modos/Sacca
7397	Open	Franchise	22351 Antonio Parkway		Rancho Santa Margarita	California	DTL	RSM BFS Partners Limited Partnership
7410	Open	Franchise	5304 Old Redwood Highway		Petaluma	California	DTL	Kubu/Kubu/Kubu-Jones/Mc Manus/Jones
7426	Open	Franchise	26251 Hesperian Boulevard		Hayward	California	DTL	AR-EM Foods, Inc.
7431	Open	Franchise	1355 South Main Street		Willits	California	DTL	Kruger/Rubin
7453	Open	Franchise	18111 Nordhoff Street		Northridge	California	DTL	The University Corporation
7469	Open	Franchise	2714 El Centro Road		Sacramento	California	DTL	Chu/Takenaka
7513	Open	Franchise	1594 Baseline Avenue		San Bernardino	California	DTL	Ho/Yee
7515	Open	Franchise	1146 West Sixth Street		Corona	California	DTL	Eupierre, Vincent F.
7567	Open	Franchise	1600 N Park Blvd		Pittsburg	California	DTL	Sacca/Sacca/Modos/Sacca
7575	Open	Franchise	1712 Meridian Avenue		San Jose	California	DTL	Cheus, Aitai A.

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address_1	Address_2	City	State/Prov	Deal Type	Fran Group Name
7628	Open	Franchise	18890 No. State Road 88		Lockeford	California	DTL	Knox & Associates, LLC
7705	Open	Franchise	3200 Floral Avenue		Selma	California	DTL	Central Valley Group, Inc.
7741	Open	Franchise	301 Sierra Street		Kingsburg	California	DTL	Central Valley Group, Inc.
7742	Open	Franchise	820 Herndon Avenue		Clovis	California	DTL	Central Valley Group, Inc.
7748	Open	Franchise	4150 East Highland Ave		Highland	California	DTL	Eupierre, Vincent F.
7766	Open	Franchise	5020 Redwood Drive		Robert Park	California	DTL	Kubu/Kubu/Kubu-Jones/Mc Manus/Jones
7777	Open	Franchise	31810 Castaic Rd		Castaic	California	DTL	Scarborough/Scarborough
7851	Open	Franchise	2106 Santa Rosa Plaza		Santa Rosa	California	DTL	Kruger/Kruger
7901	Open	Franchise	4341 North First Street		Livermore	California	DTL	Scarborough/Scarborough
7928	Open	Franchise	830 East Dunne Avenue		Morgan Hill	California	DTL	Strategic Restaurants Acquisition Company, LLC
7985	Open	Franchise	527 South Grand Avenue		Diamond Bar	California	DTL	Chiu/Cobb
8082	Open	Franchise	287 Soscol Avenue		Napa	California	DTL	Rubin/Rubin
8087	Open	Franchise	9640 Mariposa Road		Hesperia	California	DTL	Brodnak/Brodnak/Brodnak
8164	Open	Franchise	523 North Central Avenue		Glendale	California	DTL	Parks/Stevenson
8177	Open	Franchise	9181 East Stockton Boulevard		Elk Grove	California	DTL	Strategic Restaurants Acquisition Company, LLC
8198	Open	Franchise	39156 Paseo Padre Parkway		Fremont	California	DTL	Patel/Patel
8215	Open	Franchise	1300 Mcdonald Avenue		Richmond	California	DTL	Grant/Grant
8248	Open	Franchise	15903 Ventura Boulevard		Encino	California	DTL	Cimms, Inc.
8326	Open	Franchise	580 Hegenberger Road		Oakland	California	DTL	Whitehurst/Whitehurst
8387	Open	Franchise	6921 Regional Street		Dublin	California	DTL	Strategic Restaurants Acquisition Company, LLC
8405	Open	Franchise	16440 Bernardo Center Dr.		Rancho Bernardo	California	DTL	RJM Enterprises, LLC
8439	Open	Franchise	2167 University Avenue		Riverside	California	DTL	Mangier Group, Inc.
8446	Open	Franchise	487 Sandalwood Drive		Calimesa	California	DTL	Eupierre, Vincent F.
8563	Open	Franchise	1720 Airline Highway		Hollister	California	DTL	HKM II, LLC
8564	Open	Franchise	1911 Indian Hill Boulevard		Pomona	California	DTL	Mallis/Mallis
8668	Open	Franchise	1503 San Jacinto Avenue		San Jacinto	California	DTL	Eupierre, Vincent F.
8670	Open	Franchise	201 West Imperial Highway		Brea	California	DTL	Cimms, Inc.
8743	Open	Franchise	73547 Highway 111		Palmd Desert	California	DTL	B-Y-J Partners
8908	Open	Franchise	11239 S. Western Avenue		Los Angeles	California	DTL	Mangen Group, Inc.
8936	Open	Franchise	1855 N Street		Newman	California	DTL	Strategic Restaurants Acquisition Company, LLC
8976	Open	Franchise	1688 North Perris Road		Perris	California	DTL	Saulat/Saulat
9001	Open	Franchise	901 Newville Road		Orland	California	DTL	Orland Foods, Inc.
9003	Open	Franchise	311 South Rosemead Boulevard		East Pasadena	California	DTL	Mallis/Mallis
9049	Open	Franchise	200 Highway 12		Valley Springs	California	DTL	Valley Springs Food Svc LLC
9126	Open	Franchise	8510 Gravenstein Highway		Colati	California	DTL	Kubu/Kubu/Kubu-Jones/Mc Manus/Jones
9153	Open	Franchise	24135 Laguna Hills Mall	Food Court Space #2350	Laguna Hills	California	DTL	Breckenridge Food Systems, Inc.
9158	Open	Franchise	1410 Main Street		Ramona	California	DTL	Gabby, Inc.
9218	Open	Franchise	1742 S. La Cienega		Los Angeles	California	DTL	Cimmarusi/Cimmarusi
9227	Open	Franchise	127 West 4th Street		Long Beach	California	DTL	Chiu/Cobb
9252	Open	Franchise	171 Iron Point Road		Folsom	California	DTL	Strategic Restaurants Acquisition Company, LLC
9261	Open	Franchise	700 North Main Street		Manteca	California	DTL	Wymond, Gilbert O.
9263	Open	Franchise	Host Marriott Services	1661 Airport Boulevard	San Jose	California	DTL	Host, Int'l, Inc.
9277	Open	Franchise	503 East Foothill		Rialto	California	DTL	Eupierre, Vincent F.
9299	Open	Franchise	1645 Hearwood Drive		Mckinleyville	California	DTL	McKinleyville Restaurant, LLC
9310	Open	Franchise	12077 Palmdale Road		Victorville	California	DTL	Crew Peters, Inc.
9343	Open	Franchise	4612 Kieman Avenue		Salida	California	DTL	Wymond, Gilbert O.
9344	Open	Franchise	1502 East March Lane		Stockton	California	DTL	Wymond, Gilbert O.
9345	Open	Franchise	4000 North Sierra Way		San Bernardino	California	DTL	Eupierre, Vincent F.
9351	Open	Franchise	370 Coddington Center		Santa Rosa	California	DTL	Kruger/Kruger
9385	Open	Franchise	3900 Geary Boulevard		San Francisco	California	DTL	Chung, Jae W.
9389	Open	Franchise	156 East Poik Street		Coalinga	California	DTL	Central Valley Group, Inc.
9392	Temp Closing	Franchise	50 Lewelling Street		San Lorenzo	California	DTL	San Lorenzo Unischool District
9393	Temp Closing	Franchise	15701 Lorenzo Avenue		San Lorenzo	California	DTL	San Lorenzo Unischool District
9404	Open	Franchise	9714 Mission Gorge Road		Santee	California	DTL	Swift/Twooger
9460	Open	Franchise	1635 West Glenoaks Boulevard		Glendale	California	DTL	Parks, Raymond C.
9474	Open	Franchise	65 West Hanford-Armona Road		Lemoore	California	DTL	Strategic Restaurants Acquisition Company, LLC
9481	Open	Franchise	2955 Bellflower		Long Beach	California	DTL	Cimms, Inc.
9494	Open	Franchise	3200 North Naglee Road #614	Tracy Mall Food Court	Tracy	California	DTL	Knox & Associates, LLC
9513	Open	Franchise	6835 Valley Way		Sunnyvale	California	DTL	Eupierre, Vincent F.
9514	Open	Franchise	2122 South East Bristol	Newport Beach	Newport Beach	California	DTL	Breckenridge Food Systems, Inc.
9555	Open	Franchise	26480 Bouquet Canyon Road		Saugus	California	DTL	Wuns/Dalton
9560	Open	Franchise	3482 West Shaw Road		Fresno	California	DTL	Strategic Restaurants Acquisition Company, LLC
9568	Open	Franchise	88 Vista Drive		Weed	California	DTL	Wong, Joseph K.
9637	Open	Franchise	802 Bear Mountain Boulevard		Arvin	California	DTL	Scarborough/Scarborough
9645	Open	Franchise	5154 Moorpark Avenue		San Jose	California	DTL	Ghal/Ghal
9646	Open	Franchise	4620 Lone Tree Way		Antioch	California	DTL	Scarborough/Scarborough
9678	Open	Franchise	1358 Madonna Road		San Luis Obispo	California	DTL	Humerian/Humerian/Mestas
9683	Open	Franchise	622 South Fair Oaks Avenue		Pasadena	California	DTL	Delphia, Inc.

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Franch Group Name
9717	Open	Franchise	535 South Atlantic Boulevard		E Los Angeles	California	DTL	Kirkpatrick, Kenlon D.
9761	Open	Franchise	3401 Yosemite Boulevard		Modesto	California	DTL	Wymond/Lukas
9762	Open	Franchise	2732 Mitchell Road		Ceres	California	DTL	Wymond, Gilbert O.
9765	Open	Franchise	1620 East 4th. Street		Ontario	California	DTL	Eupierre, Vincent F.
9769	Open	Franchise	14474 Culver Drive, Suite A		Irvine	California	DTL	Balla/Ballia
9772	Open	Franchise	13221 Jamboree		Tustin	California	DTL	Hakimnampour/Hakimnampour
9790	Open	Franchise	1142 Lakeport Boulevard		Lakeport	California	DTL	Rubin/Yorshli
9796	Open	Franchise	1108 Yosemite Ave.		Escalon	California	DTL	Wymond, Gilbert O.
9799	Open	Franchise	3717 Peck Road		El Monte	California	DTL	Managan Group, Inc.
9801	Open	Franchise	30534 Rancho California Road		Temecula	California	DTL	River King, LLC
9827	Open	Franchise	1864 North Broadway		Santa Maria	California	DTL	Mallard Holding Company, LLC
9878	Open	Franchise	1303 Main Street		Weaverville	California	DTL	Wong, Joseph K.
9912	Open	Franchise	1695 East Sixth Street		Beauvont	California	DTL	Eupierre, Vincent F.
9913	Open	Franchise	6735 North Golden State Blvd.		Fresno	California	BKL	Strategic Restaurants Acquisition Company, LLC
9927	Open	Franchise	9760 Sheep Creek Road		Phelan	California	DTL	Chi/Cobb
9937	Open	Franchise	6075 Horseshoe Bare Road		Loomis	California	DTL	Strategic Restaurants Acquisition Company, LLC
9945	Open	Franchise	1250 South La Brea		Los Angeles	California	DTL	Cimm's, Inc.
9959	Open	Franchise	5005 Cookley Circle Road		Mariposa	California	DTL	Strategic Restaurants Acquisition Company, LLC
9961	Open	Franchise	2721 Winton Way		Alwater	California	DTL	Strategic Restaurants Acquisition Company, LLC
9963	Open	Franchise	157 Derrick Avenue		Mendota	California	DTL	Strategic Restaurants Acquisition Company, LLC
9972	Open	Franchise	2020 West Florida Avenue		Hemet	California	DTL	Eupierre, Vincent F.
9988	Open	Franchise	Ontario Mills Mall, Suite F.11	Unit # 01F.04	Ontario	California	DTL	Host Int'l, Inc.
10205	Open	Franchise	245 N. Moorpark Road Suite B		Thousand Oaks	California	DTL	Ahoa Group, Inc.
10214	Open	Franchise	2427 Hilltop Mall Road	Space C-227	Richmond	California	DTL	Grant/Grant
10222	Open	Franchise	520 Walnut Avenue		Greenfield	California	DTL	Strategic Restaurants Acquisition Company, LLC
10261	Open	Franchise	110 Donahue Street		Mann City	California	DTL	Kubu/Kubu/Kubu/Kubu-Jones/Mc Manus/Jones
10300	Open	Franchise	706 West Holt Boulevard		Ontario	California	DTL	Shah/Shah
10303	Open	Franchise	20610 Bear Valley Road		Apple Valley	California	DTL	Crew Peters, Inc.
10311	Open	Franchise	20550 South Figueroa Street		Carson	California	DTL	Cimm's, Inc.
10325	Open	Franchise	481 East Shaw Avenue		Fresno	California	DTL	Central Valley Group, Inc.
10341	Open	Franchise	115 G Street		Lincoln	California	DTL	Brening Enterprises No. 3, Inc.
10368	Open	Franchise	4881 South State Route 99 East		Stockton	California	DTL	Wymond/Wymond
10419	Open	Franchise	470 Moraga Road		Moraga	California	DTL	Grant/Grant
10424	Open	Franchise	201 World Way, Terminal 3	Unit # 45H.33	Los Angeles	California	DTL	Host Int'l, Inc.
10442	Open	Franchise	505 Skyway Road		San Carlos	California	DTL	Hart Foods Inc.
10453	Open	Franchise	620 Tehachapi Boulevard		Tehachapi	California	DTL	Scarborough/Scarborough
10512	Open	Franchise	1650 South Meirrose Drive		Visite	California	DTL	Plyas/Plyas
10518	Open	Franchise	4087 West Clinton Avenue		Fresno	California	DTL	Central Valley Group, Inc.
10539	Open	Franchise	3900 San Fernando Road		Glendale	California	DTL	Triang Resis. Inc.
10557	Open	Franchise	101 Santa Monica Place		Santa Monica	California	DTL	Hakimnampour/Hakimnampour
10567	Open	Franchise	23125 Hemlock Avenue		Mereno Valley	California	BKL	Mangen Group, Inc.
10606	Open	Franchise	8304 El Camino Real		Atascadero	California	DTL	Mallard Holding Company, LLC
10655	Open	Franchise	26801 Aliso Creek Road		Aliso Viejo	California	DTL	Breckenridge Food Systems, Inc.
10722	Open	Franchise	2438 East Carson Street		Lakewood	California	DTL	Mangen Group, Inc.
10724	Open	Franchise	1106 Cornwell Street		Los Angeles	California	DTL	Shin/Shin
10733	Open	Franchise	40931 California Oaks Road		Murrieta	California	DTL	River King, LLC
10734	Open	Franchise	1830 West 8th Street		Los Angeles	California	DTL	Cimm's, Inc.
10742	Open	Franchise	5101 Stockdale Highway		Bakersfield	California	DTL	Scarborough/Scarborough
10751	Open	Franchise	572 Ventura Street		Fillmore	California	DTL	Crew Enterprises, Inc.
10752	Open	Franchise	3040 East 9th Street		Oakland	California	DTL	Sohrabi/Sohrabi
10786	Open	Franchise	2751 Via De La Valle		Del Mar	California	DTL	Swift/Tworoger
10801	Open	Franchise	1101 North Beate Road		Marysville	California	DTL	Linda Foods, Inc.
10833	Open	Franchise	1934 Davis Street		San Leandro	California	DTL	AR-EM Foods, Inc.
10834	Open	Franchise	4608 East Waterlooo Road		Stockton	California	DTL	Wymond, Gilbert O.
10835	Open	Franchise	5121 Foothills Boulevard		Roseville	California	DTL	Strategic Restaurants Acquisition Company, LLC
10836	Open	Franchise	13509 East Manning Avenue		Parlier	California	DTL	Strategic Restaurants Acquisition Company, LLC
10837	Open	Franchise	575 North Clovis Avenue		Fresno	California	DTL	Central Valley Group, Inc.
10845	Open	Franchise	2100 East 17th Street		Santa Ana	California	DTL	Breckenridge Food Systems, Inc.
10876	Open	Franchise	18811 Dexter Avenue		Lake Elsinore	California	DTL	River King, LLC
10887	Open	Franchise	201 World Way	Terminal 2	Los Angeles	California	DTL	Host Int'l, Inc.
10930	Open	Franchise	4649 Mills Circle		Ontario	California	DTL	Millbreck, LP
10957	Open	Franchise	773 North Mathilda Avenue		Sunnyvale	California	DTL	Rohde/Rohde/Banaszek/Group/Urban
11002	Open	Franchise	44 Hillsdale Mall	Space #6078	San Mateo	California	DTL	Krone, Wallace A. Jr.
10876	Open	Franchise	2120 California Avenue		Sand City	California	DTL	HKM II, LLC
11014	Open	Franchise	West 1118 Visalia Road		Exeter	California	DTL	Strategic Restaurants Acquisition Company, LLC
11024	Open	Franchise	5609 West Sunset Boulevard		Los Angeles	California	DTL	Cimm's, Inc.
11032	Open	Franchise	17215 Zachary Avenue		Bakersfield	California	DTL	Scarborough/Scarborough
11042	Open	Franchise	69-120 Ramon Road		Cathedral City	California	DTL	B-Y-J Partners

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Frn Group Name
11053	Open	Franchise	3241 North Figueroa Street		Los Angeles	California	DTL	Checa/Checa
11062	Open	Franchise	1042 North Carpenter Road		Modesto	California	DTL	Wymond, Gilbert O.
11063	Open	Franchise	142 Main Street		Watsonville	California	DTL	HKM II, LLC
11086	Open	Franchise	12372 Brookhurst Street		Garden Grove	California	DTL	Eng/Eng/Leong/Eng/Eng
11101	Open	Franchise	10055 Cedar Avenue		Bloomington	California	DTL	Eupierre, Vincent F.
11112	Open	Franchise	955 West Hermosa Street		Lindsay	California	DTL	Strategic Restaurants Acquisition Company, LLC
11120	Open	Franchise	526 Fairway Drive		Galt	California	DTL	Central Valley Group, Inc.
11121	Open	Franchise	1677 S. Centre City Parkway		Escondido	California	DTL	Reddy One, L.P.
11123	Open	Franchise	3050 Main Street		Irvine	California	DTL	Balla/Balla
11132	Open	Franchise	3003 San Gabriel Boulevard		Rosemead	California	DTL	Mangen Group, Inc.
11157	Open	Franchise	1188 East Yorba Linda Blvd.		Placentia	California	DTL	Chiu/Cobb
11268	Open	Franchise	3235 West Little League Drive		San Bernardino	California	DTL	Eupierre, Vincent F.
11275	Open	Franchise	2101 Sylvan Avenue		Modesto	California	DTL	Wymond, Gilbert O.
11298	Open	Franchise	3748 East Stinson Avenue		Maywood	California	DTL	Shin/Shin
11299	Open	Franchise	700 Cesar Chavez		Los Angeles	California	DTL	Cimm's, Inc.
11361	Open	Franchise	71707 Twenty-Nine Palms Hwy.		Twentynine Palms	California	DTL	B-Y-J Partners
11406	Open	Franchise	6155 York Boulevard		Highland Park	California	DTL	Cimm's, Inc.
11422	Open	Franchise	833 Central Avenue		Los Angeles	California	DTL	Pacific Midas Enterprises, LLC
11423	Open	Franchise	50900 Seminole Drive		Cabazon	California	DTL	Eupierre, Vincent F.
11424	Open	Franchise	5001 Bechelli Lane		Redding	California	DTL	Wong, Joseph K.
11435	Open	Franchise	97 Bonita Road		Chula Vista	California	DTL	Swift/Tworoger
11444	Open	Franchise	10814 Fawcett Avenue	Building #911	South El Monte	California	DTL	Kirkpatrick, Kenton D.
11466	Open	Franchise	AAFES		McClellan AFB	California	DTL	Army Air Force Exchange Services
11482	Open	Franchise	120 West Valley Boulevard		Rialto	California	DTL	Eupierre, Vincent F.
11489	Open	Franchise	20701 Amar Road		Walnut	California	DTL	Chiu/Cobb
11490	Open	Franchise	4918 Sunset Boulevard		Los Angeles	California	BKL	Cimm's, Inc.
11545	Open	Franchise	899 East H Street		Chula Vista	California	DTL	Swift/Tworoger
11559	Open	Franchise	2520 Noire Dame Boulevard		Chico	California	DTL	Skyway Foods, Inc.
11590	Open	Franchise	14311 Western Avenue		Gardena	California	DTL	Mangen Group, Inc.
11596	Open	Franchise	309 Gardner Field Road		Taft	California	DTL	Scarborough/Scarborough
11622	Open	Franchise	3605 East 18th Street		Antioch	California	DTL	Scarborough/Scarborough
11647	Open	Franchise	78405 Varner Road		Palm Desert	California	DTL	B-Y-J Partners
11659	Open	Franchise	230 South Alvarado Street		Los Angeles	California	DTL	Checa/Checa
11667	Open	Franchise	487 West Highland		San Bernardino	California	DTL	Eupierre, Vincent F.
11668	Open	Franchise	6826 Miramar Road		San Diego	California	DTL	J.S. Foods
11718	Open	Franchise	2542 Guerneville Road		Santa Rosa	California	DTL	Kruger/Kruger
11738	Open	Franchise	8149 East Brundage Lane		Bakersfield	California	DTL	Scarborough/Scarborough
11765	Open	Franchise	4320 Clayton Road		Concord	California	DTL	Scarborough/Scarborough
11790	Open	Franchise	6000 J Street	Student Union Building, CSUS	Sacramento	California	DTL	Brenning/Broadland/Broadland
11817	Open	Franchise	41965 Nyack Road		Emigrant Gap	California	DTL	Brenning Enterprises, LP
11835	Open	Franchise	2890 Granite Road		Tracy	California	DTL	Knox & Associates, LLC
11851	Open	Franchise	13310 Osbourne Street		Arlie	California	DTL	RJR Restaurant Corp.
11852	Open	Franchise	1298 Howard Street		San Francisco	California	DTL	Flynn Food Company, Inc.
11886	Open	Franchise	2532 Channing Avenue		San Jose	California	DTL	Rohde/Rohde/Banaszek/Group/Urban
11936	Open	Franchise	6850 Airport Boulevard - Suite 28	Unit # 23H.31	Sacramento	California	DTL	Host Int'l, Inc
11964	Open	Franchise	550 Cutting Boulevard		Richmond	California	DTL	Grant/Grant
11981	Open	Franchise	2567 South Clovis Avenue		Fresno	California	DTL	Central Valley Group, Inc.
11982	Open	Franchise	1300 East Roseville Parkway		Roseville	California	DTL	Brenning Enterprises, LP
12001	Open	Franchise	Space 45-C Serramonte Center		Daly City	California	DTL	Laungani, Dilip
12004	Open	Franchise	13796 Mono Way		Sonoma	California	DTL	Wymond/Wymond
12037	Open	Franchise	8314 Pearblossom Highway		Littlerock	California	DTL	Hartig/Newport/Ralston
12073	Open	Franchise	724 La Playa Street		San Francisco	California	DTL	Chung, Jae W.
12201	Open	Franchise	5107 El Segundo		Hawthorne	California	DTL	Foo, Ping D.
12254	Open	Franchise	400 E. Anaheim Blvd. #a		Long Beach	California	DTL	Chiu/Cobb
12269	Open	Franchise	16878 Foothill Boulevard		Fontana	California	DTL	Eupierre, Vincent F.
12312	Open	Franchise	304 West Century Boulevard		Los Angeles	California	DTL	Smithers, Ella A.
12314	Temp Closing	Franchise	Student Union Loading Dock	211 South 9th Street	San Jose	California	DTL	Spartan Shops, Inc.
12378	Open	Franchise	5180-A Birch Street		Newport Beach	California	DTL	Breckenridge Food Systems, Inc.
12396	Open	Franchise	14601 Red Hill Avenue		Tustin	California	DTL	Balla/Balla
12401	Open	Franchise	3104 West Century Boulevard		Inglewood	California	DTL	Smithers, Ronald
12426	Open	Franchise	14890 West Whitebridge Road		Kerman	California	DTL	Central Valley Group, Inc.
12449	Open	Franchise	18201 Crenshaw Boulevard		Torrance	California	DTL	Bredesen/Bredesen
12484	Open	Franchise	5450 Canoga Avenue		Woodland Hills	California	DTL	Cimm's, Inc.
12537	Open	Franchise	1361 West Foothill Boulevard		Rialto	California	DTL	Eupierre, Vincent F.
12559	Open	Franchise	8012 Long Beach Boulevard		Southgate	California	DTL	Shin/Shin
12576	Open	Franchise	1540 North Eastern Avenue		Los Angeles	California	DTL	Eupierre, Vincent F.
12586	Open	Franchise	8241 Foothill Boulevard		Sunland	California	DTL	Parks/Schmutzer
12665	Open	Franchise	8695 Irvine Center Drive		Irvine	California	DTL	Breckenridge Food Systems, Inc.

ARIES - Restaurant (Sorted by Restaurant No.)

Restaurant No.	Status	Ownership	Address 1	Address 2	City	State/Prov	Deal Type	Franch Group Name
12777	Open	Franchise	1275 Churn Creek Road		Redding	California	DTL	Wong, Joseph K.
12798	Open	Franchise	8042 Limonite Avenue		Jurupa	California	DTL	Eupierre, Vincent F.
12875	Open	Franchise	1233 Fresno Street		Fresno	California	DTL	Central Valley Group, Inc.
12975	Open	Franchise	4545 La Jolla Village Drive	University Towne Center	San Diego	California	DTL	E. S. T. II - San Diego, LLC
12986	Open	Franchise	354 West Huntington Drive		Monrovia	California	DTL	Wong/Wong/Berberglu
13033	Open	Franchise	1725 Cascade Blvd.		Shasta Lake City	California	DTL	Wong, Joseph K.
13069	Open	Franchise	1070 North Grand Avenue		Covina	California	DTL	Chiu/Cobb
13109	Open	Franchise	40520 Winchester Road		Temecula	California	DTL	River King, LLC
13118	Open	Franchise	3302 California Avenue		Bakersfield	California	DTL	Scarborough/Scarborough
13132	Open	Franchise	865 West Sepulveda Boulevard		Torrance	California	DTL	Bredesen, Chris G.
13154	Open	Franchise	201 World Way, Terminal 4	Unit # 45H,40	Los Angeles	California	DTL	Host Int'l, Inc
13203	Open	Franchise	7857 Imperial Highway		Downey	California	DTL	Shin/Skin
13256	Open	Franchise	600 East Main Street		Alhambra	California	DTL	Mangesh Group, Inc.
13284	Open	Franchise	1541 East 12th Street		Oakland	California	DTL	Cook, Willie C.
13331	Open	Franchise	1202 Firestone Boulevard		Los Angeles	California	DTL	Avery Lopez, LLC
13400	Open	Franchise	744 North Wilmington Boulevard		Wilmington	California	DTL	Chiu/Cobb
13426	Open	Franchise	3101 Baldwin Park Boulevard		Baldwin Park	California	DTL	Eupierre, Vincent F.
13485	Open	Franchise	16048 Sierra Highway		Mojave	California	DTL	Scarborough/Scarborough
13489	Open	Franchise	14134 Olde Highway 80		El Cajon	California	DTL	Swift/Tworger
13498	Open	Franchise	480 East Street		Williams	California	DTL	Wong, Joseph K.
13500	Open	Franchise	1626 West Katella Avenue		Anaheim	California	DTL	Eng/Eng
13511	Open	Franchise	4410 South Figueroa Street		Los Angeles	California	DTL	Smothers, Ronald
13538	Open	Franchise	844 Willow Avenue		Hercules	California	DTL	Sobrali/Sobrali
13558	Open	Franchise	5545 Orangeflora Ave.		La Palma	California	DTL	Chiu/Cobb
13580	Open	Franchise	377 Vista Village Drive		Vista	California	BKL	Piyas, Veit
13722	Open	Franchise	2675 East Olympic Boulevard		Los Angeles	California	DTL	Eupierre, Vincent F.
13790	Open	Franchise	131 Auto Center Drive		Salinas	California	DTL	HKM II, LLC
13790	Open	Franchise	2751 West Orangeflora Boulevard		Fullerton	California	DTL	Chiu/Cobb
13768	Open	Franchise	31361 Alvarado Niles Road		Union City	California	DTL	AR-EM Foods, Inc.
13778	Open	Franchise	6351 Hembree Lane		Windser	California	DTL	Kruger/Kruger
13795	Open	Franchise	13400 Rosecrans Avenue		Norwalk	California	DTL	Eupierre, Vincent F.
13820	Open	Franchise	2580 High Point Parkway		Barstow	California	DTL	Chiu/Cobb
13869	Open	Franchise	18918 Norwalk Boulevard		Artesia	California	DTL	Chiu/Cobb
13870	Open	Franchise	2390 Almaden Road		San Jose	California	DTL	Haile, John H.
13906	Open	Franchise	27702 Crown Valley Parkway	Suite 10	San Jose	California	DTL	Breckenridge Food Systems, Inc.
13915	Open	Franchise	5491 Beach Boulevard	Suite "G"	Buena Park	California	DTL	Eupierre, Vincent F.
13959	Open	Franchise	820 South Jays Street		Porterville	California	DTL	HG Foods, LLC
14023	Open	Franchise	7611 Beach Boulevard		Buena Park	California	DTL	Chiu/Cobb
14075	Open	Franchise	12925 Hesperia Road		Victorville	California	DTL	Hicks, Tony G.
14100	Open	Franchise	1701 West Artesia Boulevard		Gardena	California	DTL	Bredesen, Chris G.
14121	Open	Franchise	1581 Poole Avenue		Yuba City	California	DTL	Stabler Foods, Inc.
14127	Open	Franchise	1645 Saratoga Avenue	Building 2	San Jose	California	DTL	Ghai/Ghai
14218	Open	Franchise	1260 Anderson Drive		Suisun City	California	DTL	Ghai/Ghai
14276	Open	Franchise	32110 State Highway 79 South	Pad D	Temecula	California	DTL	River King, LLC
14321	Open	Franchise	6361 West Highway 12		Lodi	California	DTL	Knox & Associates, LLC
14400	Temp Closing	Franchise	200 N Douglas St.		Los Angeles	California	BKL	Army Air Force Exchange Services
14581	Open	Franchise	14813 Jackson Road		Sloughouse	California	DTL	Ghai/Uppal
14829	Open	Franchise	5790 Van Buren Boulevard		Riverside	California	DTL	Eupierre, Vincent F.
14747	Projected	Franchise	Fl. Irwin Air Force Base Exchange	Building #6076	Fort Irwin	California	DTL	Eupierre, Vincent F.
14834	Open	Franchise	568 S. Mt. Vernon Ave.		Boron	California	DTL	Chiu/Cobb
14836	Open	Franchise	6158 Hwy 58		Los Angeles	California	DTL	Chiu/Cobb
14856	Projected	Franchise	1010 W. Slauson Blvd.		Los Angeles	California	DTL	Chiu/Cobb
14909	Open	Franchise	72465 Baker Blvd.		Baker	California	DTL	Chiu/Cobb
15006	Open	Franchise	767 Center Drive		San Marcos	California	DTL	Raddy Nordahi, L.P.
15058	Open	Franchise	2107 H Delarosa Sr. St.		Soledad	California	DTL	HKM II, LLC
15067	Projected	Franchise	N/A		Los Angeles	California	DTL	SFO Equities, LLC
15079	Open	Franchise	San Francisco Int'l Airport, Termin		San Francisco	California	DTL	Humerian/Humerian/Masias
15081	Open	Franchise	1075 Olive Street		San Luis Obispo	California	DTL	Mission Valley J&J, Inc.
15118	Open	Franchise	1640 Camino Del Rio North	Food Court # 8	San Diego	California	DTL	Shah/Shah
15119	Open	Franchise	1908 South Garey Ave		Pomona	California	DTL	Host Int'l, Inc
15140	Open	Franchise	1616 Airport Boulevard No. 3E		San Jose	California	DTL	Hart Foods Inc.
15431	Open	Franchise	1150 El Camino Real		San Bruno	California	DTL	Chiu/Cobb
15477	Projected	Franchise	Los Angeles AFB	200 N. Douglas St.	Los Angeles	California	DTL	Army Air Force Exchange Services
15559	Open	Franchise	979 Langford Lake Road		Woodland	California	DTL	Ghai/Ghai
15705	Open	Franchise	1830 E. Main St.		San Francisco	California	DTL	Admiral/Rubin
15775	Open	Franchise	2739 Taylor Street		Uwington	California	DTL	TA Operating Corp.
15838	Open	Franchise	435 Winton Parkway		Uwington	California	DTL	Ghai/Uppal
15906	Open	Franchise	8338 Power Inn Road		Sacramento	California	DTL	

ARIES - Restaurant (Sorted by Restaurant No.)

<u>Restaurant No.</u>	<u>Status</u>	<u>Ownership</u>	<u>Address_1</u>	<u>Address_2</u>	<u>City</u>	<u>State/Prov</u>	<u>Deal Type</u>	<u>Fran Group Name</u>
16003	Open	Franchise	5550 S. Watts Ave		Sacramento	California	DTL	
16078	Projected	Franchise	1589 N. Sandborn		Salinas	California	DTL	Gha/Uppal