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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

BOKHYUN YOO, on behalf of  
herself, and those similarly situated,

Plaintiff,

v.

WENDY'S INTERNATIONAL,  
INC.

Defendant.

CASE NO. **2:07-cv-04515-FMC-JCx**

**ORDER APPROVING SETTLEMENT  
AND PROVIDING FOR NOTICE**

1 This matter having come before the Honorable Florence Marie Cooper; and it  
2 appears to the Court that this action (the “Action”) has been filed as a putative class  
3 action; and it further appears that an unopposed motion has been made for an order  
4 approving settlement of this Action in accordance with a Class Action Settlement  
5 Agreement dated December 17, 2008 (the “Agreement”) which, together with the  
6 exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement  
7 of the Action and for dismissal of the Action with prejudice upon the terms and  
8 conditions set forth therein; and the Court having read and considered the Agreement  
9 and exhibits annexed thereto; and good cause being shown for the making and  
10 granting of this Order,

11 It is on this 18th day of December, 2008 HEREBY ORDERED as follows:

- 12 1. All capitalized terms not otherwise defined herein shall have the  
13 meanings set forth in the Agreement.
- 14 2. Pursuant to Fed. R. Civ. P. 23, the Court preliminarily certifies, for  
15 purposes of effectuating this settlement only, a Settlement Class of all purchasers in  
16 the United States of Wendy’s French fries or fried chicken products during the period  
17 of June 8, 2006 to December 17, 2008. Pursuant to the terms of the Settlement, the  
18 Settlement Class excludes any persons who have timely and validly opted out of the  
19 Settlement Class pursuant to paragraph 6 of the Agreement.
- 20 3. Plaintiffs Bokhyun Yoo, Adam Jernow, Leah McLawrence and  
21 Catherine Fitch are hereby appointed class representatives. Michael R. Reese of  
22 Reese Richman LLP is hereby appointed class counsel.
- 23 4. With respect to the Settlement Class, this Court preliminarily finds and  
24 concludes that: (a) the members of the Settlement Class are so numerous that joinder  
25 of all Settlement Class members in the Action is impracticable; (b) there are  
26 questions of law and fact common to the Settlement Class which predominate over  
27 any individual questions; (c) the claims of the class representatives are typical of the  
28 claims of the Settlement Class; (d) the class representatives and their counsel have

1 fairly and adequately represented and protected the interests of all of the Settlement  
2 Class members; and (e) a class action is superior to other methods for the fair and  
3 efficient adjudication of this matter.

4 5. The Court does hereby preliminarily approve the Agreement and the  
5 settlement set forth therein as fair, reasonable, adequate and in the interests of the  
6 Settlement Class as a whole, subject to further consideration at the Settlement  
7 Hearing described below.

8 6. A hearing (the "Settlement Hearing") shall be held before this Court on  
9 March 9, 2009 at 10:00 a.m. at the Roybal Federal Building, 255 East Temple Street,  
10 Los Angeles, California, to determine whether the proposed settlement of the Action  
11 on the terms and conditions provided for in the Agreement is fair, reasonable, and  
12 adequate to the Settlement Class and should be approved by the Court; to determine  
13 the amount of counsel fees and expenses to be awarded to Class Counsel, which fees  
14 and costs are not to exceed \$1,090,000; and, to determine whether the Class  
15 Representatives combined shall receive \$10,000 for their time, costs and expenses  
16 occurred through their representation of the Class.

17 7. The Court approves as to form and content the Notice of Class Action  
18 Settlement (the "Notice") annexed as Exhibit B to the Agreement; and finds that  
19 notice by publication in USA Today and on the Internet in the manner and form set  
20 forth in Section 7(a) and (b) of this Order meet the requirements of Fed. R. Civ. P. 23  
21 and of due process of law, is the best notice practicable under the circumstances, and  
22 shall constitute due and sufficient notice to all persons entitled thereto.

23 (a) Within thirty (30) days of the date of this order, Wendy's

24 International, Inc., at its sole expense, shall cause a copy of the  
25 Notice to be published in two separate issues of USA Today.

26 (b) Not later than forty-five (45) days before the Settlement Hearing, the  
27 Notice shall be posted by Wendy's on the internet and Wendy's shall  
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1 make the text of the Notice available for downloading via the  
2 internet.

3 8. Any potential member of the Settlement Class may request exclusion  
4 from the Settlement Class. Such request for exclusion must be postmarked on or  
5 before February 16, 2009, and otherwise comply with the requirements set forth in  
6 the Notice. All members of the Settlement Class who do not request exclusion  
7 therefrom in the manner provided herein may, but need not, enter an appearance in  
8 this Action pro se or through counsel of their own choice, in the manner provided  
9 herein. If they do not enter an appearance in the manner provided herein, they will be  
10 represented by Class Counsel.

11 9. (a) Any member of the Settlement Class who does request exclusion  
12 may file papers supporting or objecting to the proposed settlement by filing with the  
13 Court and mailing to Class Counsel and to counsel for Wendy's by first-class mail  
14 postmarked not later than February 16, 2009, a written statement of support or  
15 objection which must set forth: (i) an identification of the action, *Yoo v. Wendy's*  
16 *International, Inc.*; (ii) the Settlement Class member's full name, address, the items  
17 of Wendy's Fried Food purchased, the location said food was purchased, and the  
18 approximate date said food was purchased; and (iii) the specific reasons for the  
19 objection, and any evidence or legal authority the Settlement Class member believes  
20 supports the objection. Any member of the Settlement Class who does not make his  
21 or her objection in the manner provided herein shall be deemed to have waived such  
22 objection and shall forever be foreclosed from making any objection to the fairness or  
23 adequacy of the proposed settlement as incorporated in the Agreement unless  
24 otherwise ordered by the Court.

25 (b) Any member of the Settlement Class who files a written statement  
26 of support of objection to the settlement in accordance with Section 11(a) hereof may  
27 appear at the Settlement Hearing, at his or her own expense, either personally or  
28 through counsel, in support of or opposition to the settlement; provided, however,

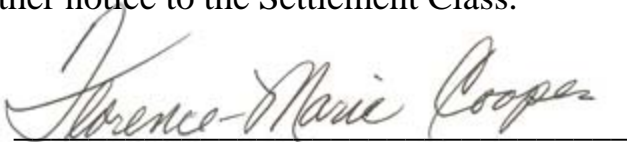
1 that no Settlement Class member shall be heard unless he or she files with the Clerk  
2 of the Court, and mails to Class Counsel and Counsel for Wendy's, a notice of  
3 appearance together with any other written materials to be presented to the Court.  
4 Notices of appearance and written materials to be presented to the Court must be  
5 postmarked no later than February 16, 2009. Any Settlement Class member who  
6 does not enter an appearance will be represented by Class Counsel

7 10. Until the Settlement Hearing, neither Plaintiffs, nor any members of the  
8 Settlement Class, whether directly, representatively, derivatively, or in any other  
9 capacity, shall commence, prosecute, or participate in (actively or inactively) any  
10 action or proceeding in any court or tribunal asserting any of the Released Claims  
11 against any of the Released Parties.

12 11. Except as provided in this Agreement, the Action is stayed pending the  
13 Court's decision on the fairness of the proposed settlement.

14 12. All papers, including memoranda to be filed by the parties in support of  
15 the settlement, Class Counsel's application for attorney's fees, and reimbursement of  
16 expenses shall be served and filed on or before February 9, 2009. Responses to these  
17 papers shall be served and filed on or before February 16, 2009.

18 13. The Court reserves the right to adjourn the date of the Settlement  
19 Hearing without further notice to the members of the Settlement Class and retains  
20 jurisdiction to consider all further applications concerning the proposed settlement.  
21 The Court may approve the settlement, with such modifications as may be agreed to  
22 by the parties, if appropriate, with further notice to the Settlement Class.

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25 Florence-Marie Cooper  
26 United States District Judge  
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