

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

FILED

DEC 13 2011

Michael Siegel
Circuit Clerk

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MICHAEL SIEGEL, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

MCDONALD'S CORPORATION, a Delaware
corporation; THE MARKETING STORE WORLDWIDE,
LLC a Delaware limited liability corporation; and DDB
CHICAGO, INC. a Delaware corporation,

Defendants.

CLASS ACTION COMPLAINT

Plaintiff, MICHAEL SIEGEL, (hereinafter, the "Plaintiff"), individually and on behalf of all others similarly situated (hereinafter, the "Class"), by and through his attorneys, Larry D. Drury, Ltd., hereby complains of MCDONALD'S CORPORATION, a Delaware corporation; THE MARKETING STORE WORLDWIDE, LLC, a Delaware limited liability corporation; and DDB CHICAGO, INC., a Delaware corporation (hereinafter, the "Defendants"), as follows:

INTRODUCTION

1. This case arises from the Defendants' violation of the Illinois Prizes and Gifts Act (hereinafter "IPGA") 815 ILCS 525/1 *et seq.*, by failing to include required disclosures on the 2011 McDonald's Monopoly game stamps. The IPGA prohibits any person, including a corporation, from issuing written promotional prize offers that do not conform with the disclosure requirements identified in the IPGA. Nevertheless, after January 1, 2002, the effective date of the statute, Defendants herein intentionally failed to abide by the provisions of the IPGA and thereby subjected Plaintiff and the Class members to deceptive written promotional

advertising of prize offers.

PARTIES

2. Plaintiff, MICHAEL SIEGEL, resides in the County of Lake, State of Illinois.

3. Defendant, MCDONALD’S CORPORATION, (hereinafter “McDonald’s”) is a Delaware corporation which is in the business of fast food restaurants and franchising. McDonald’s is headquartered in Oak Brook, Illinois, DuPage County, and does business in the State of Illinois, County of Lake.

4. Defendant, THE MARKETING STORE WORLDWIDE, LLC, is a Delaware limited liability corporation that does business in the State of Illinois, County of Lake. At all relevant times to this Complaint, THE MARKETING STORE WORLDWIDE, LLC created the promotional programs for the 2011 Monopoly Game at McDonald’s (hereinafter “Monopoly game”).

5. Defendant, DDB CHICAGO, INC., is a Delaware corporation involved in the business of advertising and does business in the State of Illinois, County of Lake. At all times relevant to this Complaint, DDB CHICAGO, INC. provided advertizing services to McDonald’s for the Monopoly game.

JURISDICTION

6. This Court has jurisdiction in this case pursuant to 735 ILCS §5/2-209, in that the Defendants have transacted business and committed acts relating to the matters complained of herein in the State of Illinois, County of Lake.

7. Lake County is the proper venue for this action pursuant 735 ILCS §5/2-101 and/or

§5/2-102, in that the transaction or some part thereof out of which this cause of action arose occurred within Lake County, Illinois and the Defendants regularly do business in Lake County.

FACTUAL ALLEGATIONS

8. The Illinois Prizes and Gifts Act, 815 ILCS §525/1 *et seq.*, prohibits deceptive written promotional prize offers made to persons in the State of Illinois. The Act requires a written promotional prize offer to contain in a clear and conspicuous statement information regarding the value and restrictions of the prize offers. Violations of this Act entitle a consumer to bring a civil action to recover the greater of \$500 or twice the amount of the pecuniary loss, reasonable attorney's fees, and court costs incurred by bringing such action.

9. Beginning on September 27, 2011 and lasting through November 5, 2011, Defendants made a written promotional offer of the Monopoly game to persons in Illinois. Persons participated in the game by obtaining a game stamp from McDonald's. The game stamp identified whether the person won an instant prize or needed to collect more stamps to receive a prize. The Monopoly game prizes included free food, cash, vacations, electronic games, and vehicles.

10. McDonald's Monopoly game was in effect from September 27, 2011 until November 5, 2011.

11. On or about October 2011, Plaintiff bought a food item at a McDonald's restaurant in Lake County, Illinois, and received a written promotional offer; that is, a "Pacific Avenue" game stamp. The game stamp entitled Plaintiff to win a Nissan LEAF. (See Exhibit A, Defendants' Nissan prize offer, attached hereto and incorporated herein.)

CLASS ALLEGATIONS

12. Plaintiff brings this action on behalf of himself and any and all persons or entities throughout the State of Illinois who, between September 27, 2011 and November 5, 2011, received a Monopoly game stamp that violated the written disclosures required by the Illinois Prizes and Gifts Act, 815 ILCS 525/25(2), (Hereinafter, the “Class” or “Class Members”)¹.

13. The Class is comprised of thousands of class members, making the joinder of such cases impracticable.

14. Disposition of the claims as a class action will provide substantial benefits to the parties, the class, and the Court, including ensuring efficient and uniform proceedings.

15. Certification of this case as a class action will reduce the possibility of repetitious litigation involving, potentially, thousands of class members.

16. The rights of each member of the Class were violated in a similar fashion based upon Defendants’ failure to have the necessary disclosures written in a clear and conspicuous statement on the game stamps.

17. Plaintiff is a member of the class he seeks to represent, and will fairly and adequately represent and protect the interests of the Class in that Plaintiff has no interest antagonistic to or that irreconcilably conflicts with those of any other members of the Class.

18. Plaintiff has retained counsel who are highly competent and experienced in the prosecution of class-action litigation.

¹Excluded from the Class are the Defendants, any person or other entity employed by, related to, or affiliated with Defendants, the judge assigned to this case and his or her staff, and counsel of record for the Plaintiff and the Defendants.

19. A class action is superior to all other available methods for the fair and efficient adjudication of Plaintiff's and the other Class members' claims.

20. Questions of law and fact common to the Class exist and predominate over any questions that may affect individual members, including but not limited to:

- a) Whether the Defendants intentionally failed to include on the written promotional prize offer the true name or names of the sponsor and the address of the sponsor's actual principal place of business;
- b) Whether the Defendants intentionally failed to disclose on the written promotional prize offer the retail value of each prize the person receiving the notice has been selected to receive or may be eligible to receive;
- c) Whether the Defendants intentionally failed to disclose on the written promotional prize offer a disclosure that no purchase is necessary to enter such written promotional offer;
- d) Whether the Defendants intentionally failed to disclose on the written promotional prize offer a disclosure that a purchase will not improve the person's chances of winning with an entry;
- e) Whether the Defendants intentionally failed to disclose on the written promotional prize offer a statement of the person's odds of receiving each prize identified in the notice;
- f) Whether the Defendants intentionally failed to disclose on the written promotional prize offer any requirement that the person pay the actual shipping or handling fees or any other charges to obtain or use a prize, including the nature

and amount of the charges;

g) Whether the Defendants intentionally failed to disclose on the written promotional prize offer if receipt of the prize is subject to a restriction, a description of the restriction;

h) Whether the Defendants intentionally failed to disclose on the written promotional prize offer any limitations on eligibility; and

i) Whether the Defendants intentionally failed to disclose on the written promotional prize offer that if the person is a “finalist”, has been “specially selected”, is in “first place”, or is otherwise among a limited group of persons with an enhanced likelihood of receiving a prize, the written prize notice must contain a statement of the maximum number of persons in the group or purported group with this enhanced likelihood of receiving a prize.

COUNT I

VIOLATION OF THE ILLINOIS PRIZES AND GIFTS ACT

21. Plaintiff realleges and reincorporates the allegations contained within paragraphs 1 through 20 of this Class Action Complaint as if fully pled herein.

22. Plaintiff and the Class are “persons in this state” as defined under the IPGA, 815 ILCS §525/10.

23. Defendants’ Monopoly game stamp constitutes a written promotional prize offer as defined under the IPGA..

24. Defendants intentionally violated IPGA by failing to disclose the following on their written promotional prize offers:

- a) the true name or names of the sponsor and the address of the sponsor's actual principal place of business, pursuant to 815 ILCS §525/25(1)
- b) the retail value of each prize the person receiving the notice has been selected to receive or may be eligible to receive, pursuant to 815 ILCS §525/25(2);
- c) a disclosure that no purchase is necessary to enter such written promotional offer, pursuant to 815 ILCS §525/25(3);
- d) a disclosure that a purchase will not improve the person's chances of winning with an entry; pursuant to 815 ILCS §525/25(4);
- e) a statement of the person's odds of receiving each prize identified in the notice, pursuant to 815 ILCS §525/25(5);
- f) any requirement that the person pay the actual shipping or handling fees or any other charges to obtain or use a prize, including the nature and amount of the charges, pursuant to 815 ILCS §525/25(6);
- g) if receipt of the prize is subject to a restriction, a description of the restriction, pursuant to 815 ILCS §525/25(7);
- h) any limitations on eligibility; pursuant to 815 ILCS §525/25(8); and
- i) if a sponsor represents that the person is a "finalist", has been "specially selected", is in "first place", or is otherwise among a limited group of persons with an enhanced likelihood of receiving a prize, the written prize notice must contain a statement of the maximum number of persons in the group or purported group with this enhanced likelihood of receiving a prize, pursuant to 815 ILCS §525/25(9).

25. Defendants' actions as described herein were intentional.

26. As a direct and proximate result of Defendants' intentional failure to make the above stated disclosures, Plaintiff and Class members suffered a loss entitling them to damages being the greater of \$500 or twice the amount of the pecuniary loss, reasonable attorney's fees, and court costs incurred by bringing such action.

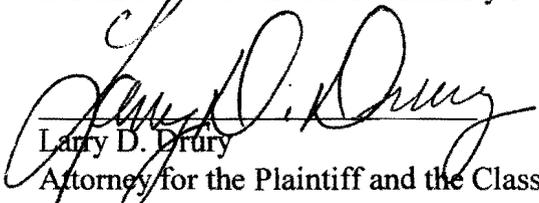
PRAYER

WHEREFORE, Plaintiff and Class pray that this Court enter an order:

- a. Certifying this matter as a class action pursuant to 735 ILCS §5/2-801 *et seq.*, appointing Plaintiff as Class Representative, and designating Plaintiff's counsel as class counsel;
- b. Finding that the Defendants' conduct is in violation of the Illinois Prizes and Gifts Act, 815 ILCS 525/1 *et seq.*;
- c. Finding that Defendants pay statutory damages and interest for their conduct;
- d. Awarding statutory attorneys' fees and costs; and
- e. Granting such other relief as this Court deems appropriate.

Dated: _____

Michael Siegel, individually
and on behalf of all others similarly situated,


Larry D. Drury
Attorney for the Plaintiff and the Class

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