

1 responded. If you serve a notice of appearance on the undersigned person, you are entitled to
2 notice before a default judgment may be entered.

3 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
4 demand must be in writing and must be served upon the person signing this summons. Within 14
5 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service
6 on you of this summons and complaint will be void.

7 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
8 that your written response, if any, may be served on time.

9 This summons is issued pursuant to Rule 4 of the Superior Court Civil Rules of the State
10 of Washington.

11
12
13 Dated: June 23, 2006

Signed: Richard L. Pope, Jr.

RICHARD L. POPE, JR.

WSBA # 21118

Plaintiff

14
15
16 SERVE A COPY OF YOUR ANSWER
17 ON PLAINTIFF'S ATTORNEY AT:

18 Richard L. Pope, Jr.
19 1839 - 151st Avenue, S.E.
20 Bellevue, Washington 98007
21 Tel: (425) 747-4463
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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

RICHARD L. POPE, JR., individually and on behalf of all others similarly situated,)	NO. 06-2-20526-0 SEA
)	
Plaintiff,)	
)	
v.)	
)	
COSTCO WHOLESALE CORPORATION, JEFFREY H. BROTMAN, JAMES D. SINEGAL, and JOEL BENOLIEL,)	COMPLAINT FOR DAMAGES AND INJUNCTIVE RELIEF
)	
Defendants.)	<u>CLASS ACTION</u>

Parties

1. Plaintiff RICHARD L. POPE, JR. is a resident of King County, Washington.
2. Defendant COSTCO WHOLESALE CORPORATION (“Costco”) is a Washington corporation with its principal place of business in King County, Washington.
3. Defendants JEFFREY H. BROTMAN, JAMES D. SINEGAL, and JOEL BENOLIEL are residents and/or employed in King County, Washington.

Jurisdiction and Venue

4. This court has proper venue and jurisdiction as the Plaintiff and the Defendants are residents of King County, Washington and the actions complained of herein, or some of them occurred in whole or in part in King County, Washington.

Basis of Claim

5. Costco is a large multinational corporation which primarily engages in warehouse style sales – larger quantities of a smaller number of items in larger stores at prices which are generally lower than can be found in conventional retail stores.

6. Costco has 479 warehouse stores, of which 351 are located in the United States or its possessions, and the remainder in at least six other countries. Costco also sells many items through its internet operations, including its www.costco.com website.

7. Costco sells its products to its “members”. Costco “membership” is basically open to anyone who pays a nominal annual fee. At the present time, there are approximately 47.0 million people with Costco membership cards, the vast majority being in the United States.

8. Costco has recently, as early as May 31, 2006, if not earlier, started selling a new product in its stores called “Emergency Food Supply – Three month food supply for one person”. This item comes in five gallon buckets, with Costco Item # 104893, and sells for \$109.99.

9. The labeling on the Costco “Emergency Food Supply – Three month food supply for one person” bucket and the promotional flyers distributed by Costco state that a bucket of this product, when water is added and prepared according to its directions, will provide sufficient nourishment to sustain human life for a period of three months. The promotional material distributed by Costco also recommends buying four buckets for a one year food storage supply.

10. The Costco “Emergency Food Supply – Three month food supply for one person” bucket has a stated net weight of 25 pounds, 2 ounces. The bucket contains 55 separate packets, consisting of 10 different items. Each packet is stated to make 5 separate servings, with a stated yield of 275 servings per bucket. The directions are for each person to have three servings (i.e. chosen from the various items) per day, which mathematically would “last” for 91-2/3 days.

11. Based on the number of packets of each item, and the stated nutritional values for each item, a bucket of Costco “Emergency Food Supply – Three month food supply for one person” would contain 41,715 calories, including 850 grams of fat, 7100 grams of carbohydrates, and 1660 grams of protein, when the contents of the entire bucket are considered as a whole.

1 12. If the contents of a bucket of Costco “Emergency Food Supply – Three month
2 food supply for one person” are consumed at 3 servings per day over a 91-2/3 day period as
3 directed, a person would receive average daily nutrition of 455 calories, with 18 grams of protein.

4 13. The recommendations of the U.S. Food and Drug Administration for minimum
5 nourishment to sustain adult human life are for 2,000 daily calories, with 50 grams of protein.

6 14. To put things in perspective, the Nazis provided concentration camp inmates at
7 Auschwitz with a diet of 1,300 calories per day for light work prisoners and 1,700 calories for
8 hard labor. The average prisoner at Auschwitz died of starvation within three months on this diet.
9 Of the many millions murdered by the Nazis at Auschwitz, probably just as many died from the
10 effects of starvation as perished in the infamous gas chambers. Costco’s “Emergency Food
11 Supply – Three month food supply for one person” would therefore provide approximately one-
12 third the daily caloric intake of the starvation diet that the Nazis imposed at Auschwitz.

13 15. Consumption of the 455 calories Costco “Emergency Food Supply – Three month
14 food supply for one person” diet would result in extremely rapid weight loss, starvation, and
15 death. A pound of fat in the human body is roughly equivalent to 4,000 calories. A pound of
16 muscle is roughly equivalent to 1,800 calories. These are the dry weight caloric values of human
17 tissue, while the human body consists of over 60% water. Someone consuming this Costco diet
18 would probably lose at least one pound per day on average, with weight loss being slower at first
19 when fat was burned, and faster towards the end as muscle tissue was consumed in the final
20 stages of starvation. It would be unlikely for anyone to survive for three months of one bucket of
21 Costco’s product, and impossible for anyone to survive for one year on four buckets of this.

22 16. Many religious denominations advocate preparation for emergencies, including
23 storage of food sufficient for periods of time. One such denomination is The Church of Jesus
24 Christ of Latter Day Saints (“LDS Church”), with about 5.7 million United States members.

25 17. The LDS Church recommends that each home store a one year food supply for
26 each family member. The LDS Church website www.providentliving.org contains a suggested
27 list of one year food storage items, which total approximately 564 pounds per person.

1 18. If someone consumed the recommended food storage of the LDS Church website
2 www.providentliving.org, this would provide approximately 2,800 calories daily per person.

3 19. Plaintiff holds a Costco membership card. Plaintiff is also a recent convert to the
4 LDS Church and is working on establishing food storage in accordance with his personal faith.

5 20. On the evening of June 22, 2006, Plaintiff was shopping at the Issaquah Costco
6 store and noticed this new product (“Emergency Food Supply – Three month food supply for one
7 person”) on sale. This product seemed really wonderful at first – a three month supply of
8 emergency food storage for only \$109.99, all in an easy-to-store and easy-to-carry bucket.

9 21. Therefore, Plaintiff decided to purchase one “three month bucket” of this so-called
10 “Emergency Food Supply – Three month food supply for one person”, so that he could check this
11 out and determine whether it would be appropriate for his family food storage.

12 22. On the way home from Costco, Plaintiff began to wonder how a three month
13 supply of food could possibly fit into such a small container. When Plaintiff got home, he looked
14 up some information about food storage on the LDS Church website, www.providentliving.org.
15 This website indicated that the items recommended for a one year food supply for an adult would
16 total 564 pounds. (These foods would provide approximately 2,800 calories per day as well.)

17 23. Plaintiff looked at the bucket for the “Emergency Food Supply – Three month
18 food supply for one person” and noticed that the net weight was only 25 pounds, 2 ounces. This
19 seemed suspiciously light for three months – it would be only a little over 100 pounds for an
20 alleged one year supply, when the LDS Church website recommends 564 pounds for one year.

21 24. So Plaintiff opened up the bucket to determine exactly what was inside. Plaintiff
22 found a total of 55 different packets, divided among 10 different types of items. Then Plaintiff
23 looked at the alleged nutritional and other information on the bucket, and saw that each packet
24 was supposed to make 5 servings, for a total of 275 servings contained in the bucket.

25 25. Plaintiff then wanted to find out the average daily nutritional value of consuming
26 such a diet. So Plaintiff started up an Excel spreadsheet, and input the name and main nutritional
27 values of each of the 10 different items, the number of packets, and the number of servings.

1 26. The results of this were quite shocking. The average daily nourishment provided
2 by your “Emergency Food Supply – Three month food supply” for one person” would be only
3 455 calories per day, and would include only 18 grams of protein per day.

4 27. It is nearly impossible to tell who the actual manufacturer of Costco’s new
5 “Emergency Food Supply – Three month food supply for one person” happens to be. The bucket
6 contains absolutely no information about the name or address of the company that manufactures
7 it. However, the bucket already comes imprinted with Costco’s “Item # 104893”.

8 28. The bucket – as well as an informational flyer that was being distributed at
9 Costco’s Issaquah store – also contains a website address of www.nutristorage.com. That
10 website does not contain any information whatsoever about the name or address of the company
11 involved. Plaintiff also checked “WHOIS” for domain registration information on this website,
12 and the website operators are deliberately keeping their name and contact information private and
13 confidential by using a company called “Domains by Proxy, Inc.” to accomplish this.

14 29. The only contact information on the www.nutristorage.com website was a
15 telephone number of (435) 232-9962. Plaintiff did a reverse telephone number search on the
16 internet, and discovered this was a cellular telephone number based in Logan, Utah. This doesn’t
17 mean the owner is in Logan, Utah, just that the cell number is local to that area.

18 30. Costco’s sale and promotion of “Emergency Food Supply – Three month food
19 supply for one person” is outrageous, unconscionable, and violates numerous laws. Costco needs
20 to IMMEDIATELY cease selling this totally fraudulent product and take expeditious steps to
21 notify purchasers and pay full restitution to everyone who bought it.

22 31. Plaintiff has notified Costco’s senior executive leadership through faxed letter and
23 e-mail of all the problems and issues with its “Emergency Food Supply – Three month food
24 supply for one person” set forth above. A copy of Plaintiff’s letter to Costco, sent in the early
25 morning hours of June 23, 2006, is attached as Exhibit A to the complaint. The letter in Exhibit
26 A also contains written documentation relevant to the factual allegations in Plaintiff’s complaint.
27 This letter was sent by e-mail and fax to numerous executive leaders and legal staff members.

1 38. A second sub-class would consist of people who have actually purchased the
2 “Emergency Food Supply – Three month food supply for one person” from Costco. This would
3 include any persons who have purchased it, but returned it for a refund, since they would not have
4 gotten what they were contractually entitled to either, and would also be inconvenienced.

5 39. Plaintiff is seeking monetary relief, including restitution, contractual benefit of
6 bargain (i.e. difference between what a real three month food supply would be worth, versus
7 actual value of the ingredients provided, compensatory damages for emotional distress, mental
8 anguish, and inconvenience, trebled damages under the Consumer Protection Act, any other
9 statutory damages, and punitive damages for the religious and purchaser sub-class members.

10 40. The class is so numerous as to make it impracticable to bring all class members
11 before the court. At this time, Plaintiff does not know the exact number of class members but
12 believes the main class has more than 30 million members. There are probably over 1 million
13 members in the religious sub-class, with the size of the purchaser sub-class harder to estimate.

14 41. There are questions of law or fact common to the claims of all members of the
15 class. These questions include, but are not limited to, the following:

16 (a) Is Costco breaching the warranty of merchantability through its sales and
17 marketing of “Emergency Food Supply – Three month food supply for one person”?

18 (b) Is Costco breaching the warranty of fitness for a particular purpose through
19 its sales and marketing of “Emergency Food Supply – Three month food supply for one person”?

20 (c) Is Costco breaching its implied contract with purchasers to provide a
21 useable three month food supply for each purchase of its “Emergency Food Supply” product?

22 (d) Does Costco’s sales and marketing of its “Emergency Food Supply – Three
23 month food supply for one person” product constitute fraud and misrepresentation?

24 (e) Does Carlton sales and marketing of its “Emergency Food Supply – Three
25 month food supply for one person” product violate the Consumer Protection Act?

26 (f) Nature of injunctive relief for Costco to cease and desist from all sales of
27 “Emergency Food Supply – Three month food supply for one person” and make other amends?
28

1 42. Plaintiff's claims are typical of the claims of the members of the class. The
2 claims of all class members arise from the same general set of facts and questions of law.
3 Plaintiff is a member of the proposed main class, and the religious and purchaser sub-classes.

4 43. Costco is believed to have acted and to be acting in a similar manner concerning
5 its operations at other Costco stores and in other states with respect to members of the class.

6 44. Plaintiff will fairly and adequately protect the interests of the class.

7 45. The prosecution of separate actions by individual members of the class would
8 create a risk of (a) inconsistent or varying adjudications with respect to individual members of the
9 class which would establish incompatible standards of conduct for the defendants or (b)
10 adjudications with respect to individual class members which would as a practical matter be
11 dispositive of the interests of the other members not parties to the adjudications or substantially
12 impair their ability to protect their interests.

13 46. The defendants have acted or refused to act on grounds generally applicable to the
14 class. Final injunctive relief and/or corresponding declaratory relief against the defendants is
15 appropriate with respect to the class as a whole.

16 47. Questions of law or fact common to the members of the class predominate over
17 any questions affecting only individual members, and that a class action is superior to other
18 available methods for the fair and efficient adjudication of the controversy.

19 48. Plaintiff is unaware of any other litigation concerning the controversy at issue.

20 49. The Plaintiff class in this case is large but manageable. Identification of class
21 members can readily be made from the business records of Defendant Costco.

22 **First Cause of Action – Breach of Warranty of Merchantability**

23 50. Costco's "Emergency Food Supply – Three month food supply for one person"
24 does not pass without objection under the contract description, is not fit for its ordinary purpose,
25 is not properly labeled, does not conform to the affirmations of fact on its labeling, and otherwise
26 breaches the implied warranty of merchantability. As a result, members of the purchaser sub-
27 class have been damaged in an amount to be determined at trial.

1 **Second Cause of Action – Breach of Fitness for a Particular Purpose**

2 51. Costco’s “Emergency Food Supply – Three month food supply for one person” is
3 not fit for the particular stated purpose of providing an adult human being with adequate nutrition
4 to sustain human life and health for a period of three months. As a result, members of the
5 purchaser sub-class have been damaged in an amount to be determined at trial.

6 **Third Cause of Action – Fraud and Misrepresentation**

7 52. Costco has intentionally, recklessly, and/or negligently misrepresented that its
8 “Emergency Food Supply – Three month food supply for one person” product was sufficient for
9 one bucket to provide an adult human being with adequate nutrition to sustain human life and
10 health for a period of three months. These misrepresentations had the intent, purpose and/or
11 effect of being relied upon, and were in fact relied upon by people purchasing this product. As a
12 result, members of the purchaser sub-class were damaged in an amount to be determined at trial.

13 **Fourth Cause of Action – Violation of Consumer Protection Act**

14 53. The acts complained of by Costco in the sales and marketing of its “Emergency
15 Food Supply – Three month food supply for one person” product are unfair methods of
16 competition and unfair or deceptive acts or practices in the conduct of trade or commerce which
17 affect the public interest and are prohibited under RCW 19.86.020. Plaintiff and other members
18 of the purchaser sub-class have been injured in their business or property by these violations.

19 54. Under RCW 19.86.090, Plaintiff and other purchaser sub-class members should
20 collect their actual damages, plus trebled damages of up to \$10,000.00 above actual damages for
21 each person injured by Costco’s conduct, reasonable attorney fees, and all costs of this action.

22 55. Under RCW 19.86.090, as well as the Court’s inherent equitable authority,
23 Plaintiff and all other class members should be granted appropriate injunctive relief against
24 Costco and other Defendants, including for Costco to cease and desist from all sales of
25 “Emergency Food Supply – Three month food supply for one person” and make other amends,
26 including public apologies to affected groups and individuals, media and public relations
27 campaigns, and developing honest mass volume food storage products to sustain health and life.

1 **Fifth Cause of Action – Breach of Contract**

2 56. Costco represented that its “Emergency Food Supply – Three month food supply
3 for one person” product would sustain human life and health for three months for one person, was
4 appropriate for four buckets to be used as a one year food storage stockpile, and that the product
5 had a shelf life of 20 years. These representations became part of the contract between Costco
6 and members of the purchaser sub-class, who are entitled to the benefit of their bargain.

7 57. As part of the damages to be determined at trial, Costco should be required to
8 either provide, or furnish money sufficient to provide, each member of the purchaser sub-class
9 with a food storage stockpile sufficient for one year food for every member of the household and
10 to maintain the vitality of the food storage stockpile (i.e. through rotation or replacement) for the
11 next 20 years. For members of the purchaser sub-class who have not yet purchased four \$109.99
12 buckets for every member of the household, the appropriate amount that would have been spent
13 to buy the additional supposedly necessary bucket should be deducted from the amount awarded.

14 **Sixth Cause of Action – Religious Discrimination**

15 58. Costco’s actions with respect to the sales and marketing its “Emergency Food
16 Supply – Three month food supply for one person” product constitute religious discrimination
17 against members of the religious sub-class, prohibited under the Washington Law Against
18 Discrimination, Chapter 49.60 RCW, and similar anti-discrimination laws applicable in other
19 jurisdiction. Members of the religious sub-class have suffered compensable damages, through
20 emotional distress, indignity and mental anguish, even if not members of the purchaser class.

21 59. Costco has intentionally targeted members of the religious sub-class through sales
22 and marketing methods for its “Emergency Food Supply – Three month food supply for one
23 person” product, including product labeling, promotional flyers, and in-store demonstrations,
24 appealing to their religious and moral beliefs on emergency preparation and food storage.

25 60. In addition, Costco has intentionally caused harm to members of the religious sub-
26 class, since its product is not capable of sustaining human life or health when used as directed,
27 and Costco knows that members of the religious sub-class are likely to purchase its product.

EXHIBIT A

RICHARD L. POPE, JR.
Attorney-At-Law
1839 – 151st Avenue, S.E.
Bellevue, Washington 98007

Tel: (425) 747-4463
E-Mail: RPope98155@aol.com

June 23, 2006

FAX TO 425-313-6592 AND REGULAR MAIL

TOTAL PAGES: 29

Jeffrey H. Brotman
Chairman of the Board
Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027

Joel Benoliel
Chief Legal Officer
Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027

Dear Messrs. Brotman and Benoliel:

How long would YOU be able to survive (much less keep healthy) on a diet of 455 calories per day (including only 18 grams of protein)? Do you think you could do this for one year? How about three months? How about one month or even one week?

To put things in perspective, the Nazis provided concentration camp inmates at Auschwitz with a diet of 1,300 calories per day for light work prisoners and 1,700 calories for hard labor. The average prisoner at Auschwitz died of starvation within three months on this diet. Of the many millions murdered by the Nazis at Auschwitz, probably just as many died from the effects of starvation as perished in the infamous gas chambers.

Well why don't YOU try one of Costco's new featured products – at least for as long as it takes for YOU to agree with my position? This new product is "Emergency Food Supply – Three month food supply for one person", Item # 104893, for \$109.99. You can simply leave your plush executive offices at Costco headquarters, walk across Lake Drive to your Issaquah store, and purchase a bucket of your wonderful new product.

Yesterday evening, I was shopping at your Issaquah store and noticed this new product on sale. It seemed really wonderful at first – a three month supply of emergency food storage for only \$109.99, all in an easy-to-store and easy-to-carry bucket. My religious faith (Latter Day Saints, commonly called Mormon) teaches that it is important to be prepared for emergency situations of all sorts and especially recommends everyone who is able to do so should store food, with a one year supply being the normal goal.

Therefore, I decided to purchase one "three month bucket" of this so-called "Emergency Food Supply – Three month food supply for one person", so that I could check this out and see whether it would be appropriate for my family food storage.

On the way home from Costco, I began to wonder how a three month supply of food could possibly fit into such a small container. When I got home, I looked up some information about food storage on a LDS Church website, www.providentliving.org. This website indicated that the items recommended for a one year food supply for an adult would total 564 pounds. (This would provide about 2,800 calories per day also.)

I looked at the bucket for the “Emergency Food Supply – Three month food supply for one person” and noticed that the net weight was only 25 pounds, 2 ounces. This seemed suspiciously light for three months – it would be only a little over 100 pounds for an alleged one year supply, when the LDS Church recommends 564 pounds.

So I opened up the bucket to determine exactly what was inside. I found a total of 55 different packets, divided among 10 different types of items. Then I looked at the alleged nutritional and other information on the bucket, and saw that each packet was supposed to make 5 servings, for a total of 275 servings. So for a “three month food supply”, this would mean having 3 servings per day for 91-2/3 days.

I then wanted to find out the average daily nutritional value of consuming such a diet. So I started up an Excel spreadsheet, and input the name and main nutritional values of each of the 10 different items, the number of packets, and the number of servings.

The results of this were quite shocking. The average daily nourishment provided by your “Emergency Food Supply – Three month food supply” for one person” would be only 455 calories per day, and includes only 18 grams of protein.

By contrast, the U.S. Food and Drug Administration recommends a daily diet of at least 2,000 calories per day for an adult, with at least 50 grams of protein. And as I have pointed out, the “Emergency Food Supply – Three month food supply for one person” provides less than one-third of the daily calories that the Nazis provided to concentration camp inmates at Auschwitz. No one can survive on only 455 calories per day for long – even a newborn baby requires considerably more daily calories than this!

It is nearly impossible to tell who the actual manufacturer of Costco’s new “Emergency Food Supply – Three month food supply for one person” happens to be. The bucket contains absolutely no information about the name or address of the company that manufactures it. However, the bucket is imprinted with Costco Item # 104893.

The bucket – as well as an informational flyer that was being distributed at your Issaquah store – also contains a website address of www.nutristorage.com. That website does not contain any information whatsoever about the name or address of the company involved. I also checked “WHOIS” for domain registration information on this website, and the website operators are deliberately keeping their name and contact information private and confidential by using a company called “Domains by Proxy, Inc.” for this.

The only contact information on the www.nutristorage.com website was a telephone number of (435) 232-9962. I did a reverse telephone number search on the internet, and discovered this was a cellular telephone number based in Logan, Utah. This doesn’t mean the owner is in Logan, Utah, just that the cell number is local to that area.

Costco’s sale and promotion of “Emergency Food Supply – Three month food supply for one person” is outrageous, unconscionable, and violates numerous laws. Costco needs to IMMEDIATELY cease selling this totally fraudulent product and take expeditious steps to notify purchasers and pay full restitution to everyone who bought it.

Some of the many applicable laws Costco has broken by selling this product are:

(a) Warranty of merchantability – this certainly would not pass without objection under the contract description, is not fit for its ordinary purpose, is not properly labeled, and does not conform to the affirmations of fact on its labelling

(b) Warranty of fitness for a particular purpose – this most definitely is not fit for the particular purpose of providing anyone with nourishment for three months

(c) Fraud and misrepresentation – this product has been intentionally misrepresented to provide food for three months with the intent to deceive people

(d) Consumer Protection Act – I can hardly think of a more unfair and deceptive act or practice in trade or commerce than gross fraud in the sale of food

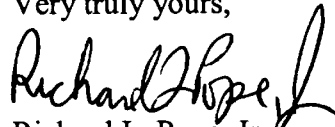
I would also note that several of the leading executives of Costco Wholesale Corporation, including Mr. Brotman and Mr. Benoliel, happen to be licensed attorneys. It would appear that running a company that is fraudulently misrepresenting products that are being sold may be unethical for an attorney under the Rules of Professional Conduct.

I am prepared to go forward immediately with a class action lawsuit against Costco Wholesale Corporation, its executive officers, and the as-yet-unidentified manufacturer of “Emergency Food Supply – Three month food supply for one person”. I can have a class action lawsuit drawn up and filed in King County Superior Court as early as this afternoon, if I do not get an IMMEDIATE response from your company, and an indication that Costco intends to negotiate in good faith to reach a proper resolution of my claims and to provide full restitution and notification to all who have been injured – as well as full cooperation in shutting down the manufacturer of this fraudulent product.

I will expect to hear from Mr. Brotman or Mr. Benoliel no later than 12:00 Noon today – otherwise the lawsuit will be filed today and the chips will fall as they may.

Thank you for your careful attention in this matter.

Very truly yours,


Richard L. Pope, Jr.

Enclosures:

1. Analysis of daily nutritional value of “Emergency Food Supply”
2. Information on Nazi diet to concentration camp inmates at Auschwitz
3. Information on U.S. Food and Drug Administration recommended diet
4. LDS Church recommendations for one year food storage for an adult
5. Promotional flyer distributed by Costco for this new product
6. WHOIS registration information for www.nutristorage.com
7. Reverse directory information for (435) 232-9962 cellular phone number
8. PDF printout of www.nutristorage.com (some pictures didn't print out)

SUB-AUSCHWITZ NUTRITIONAL LEVELS OF COSTCO THREE MONTH EMERGENCY FOOD SUPPLY

<u>PRODUCT</u>	<u>Packets</u>	<u>Servings</u>	<u>Calories</u>	<u>Cal Tot</u>	<u>Fat G</u>	<u>Fat Tot</u>	<u>Carb G</u>	<u>Carb Tot</u>	<u>Prot G</u>	<u>Prot Tot</u>
Ala King	5	25	220	5500	4	100	36	900	8	200
Barley Vegetable	5	25	103	2575	2	50	17	425	6	150
Cacciatore (White Package)	5	25	206	5150	4	100	30	750	9	225
Country Noodle	5	25	98	2450	1	25	17	425	6	150
Corn Chowder	5	25	125	3125	4	100	19	475	6	150
Whey Milk	9	45	80	3600	2	90	12	540	3	135
Potato Ba-kon	6	30	123	3690	2	60	32	960	5	150
Rice Lentil	5	25	174	4350	2	50	32	800	6	150
Western Stew	5	25	241	6025	8	200	33	825	8	200
Blueberry (Potato) Pancakes	5	25	210	5250	3	75	40	1000	6	150
Totals	55	275		41715		850		7100		1660
Per Day Average (91-2/3 Days)		3		455		9		77		18



Nutrition



Theoretically, each prisoner was entitled to a daily ration of 350 grams of bread, half a liter of ersatz coffee for breakfast, and one liter of turnip and potato potato soup for lunch. Also, four times a week each prisoner was to receive a soup ration of 20 grams of meat, but in practice soup rarely reached the bowls from which the prisoners ate. The official daily value of food for prisoners employed in light work stood at 1,700 calories and for prisoners doing strenuous work, 2,150 calories. An analysis done after the war of the actual food content ranged from 1,300 calories for light-work prisoners to 1,700 calories for prisoners performing hard labor. The difference was caused by plunder of food by SS personnel and functionary-prisoners. Inequality pervaded the food distribution system. The kapo, or the prisoner entrusted with ladling out the soup, made sure that the thicker, more nourishing contents from the bottom would reach "proper" prisoners, whereas the others had to content themselves with a watery substance from the top of the pot...

Under these conditions, supplementary food was tantamount to survival... The bread ration thus served as a currency of sorts. The functionaries, who made up perhaps 3 to 5 percent of the prisoner population, exchanged their supplementary bread and soup for higher-quality and tastier victuals.

Prisoners condemned to subsist on the official ration lost weight rapidly, and their survival odds diminished accordingly.

Anatomy, pp. 24-25.

During an air-raid

Near the kitchen, two cauldrons of steaming hot soup had been left, half full. Two cauldrons of soup, right in the middle of the path, with no one guarding them!...

Suddenly, we saw the door of Block 37 open imperceptibly. A man appeared, crawling like a worm in the direction of the cauldrons.

Hundreds of eyes followed his movements. Hundreds of men crawled with him, scraping their knees with his on the gravel. Every heart trembled, but with envy above all. This man had dared.

He reached the first cauldron. Hearts raced: he had succeeded. Jealousy consumed us, burned us up like straw. We never thought for a moment of admiring him. Poor hero, committing suicide for a ration of soup! In our thoughts, we were murdering him.

Stretched out by the cauldron, he was now trying to raise himself up to the edge. Either from weakness or fear, he stayed there, trying, no doubt, to muster up the last of his strength. At last he succeeded in hoisting himself onto the edge of the pot. For a moment, he seemed to be looking at himself, seeking his ghostlike reflection in the soup. Then, for no apparent reason, he let out a terrible cry, a rattle such as I had never heard before, and, his mouth open, thrust his head toward the still steaming liquid. We jumped at the explosion. Falling back onto the ground, his face stained with soup, the man writhed for a few seconds at the foot of the cauldron, then he moved no more.

Wiesel, pp. 56-57.

We have learnt the value of food; now we also diligently scrape the bottom of the bowl after the ration and we hold it under our chins when we eat bread so as not to lose the crumbs. We, too, know it is not the same thing to be given a ladlefull of soup from the top or from the bottom of the vat, and we are already able to judge, according to the capacity of the various vats, what is the most suitable place to try and reach in the queue when we line up...

Here I am, then, on the bottom. One learns quickly enough to wipe out the past and the future when one is forced to. A fortnight after my arrival I already had the prescribed hunger, that chronic hunger unknown to free men, which makes one dream at night, and settles in all the limbs of one's body...

The Market is always very active...Here scores of prisoners driven desperate by hunger prowl around, with lips half-open and eyes gleaming, lured by a deceptive instinct to where the merchandise shown makes the gnawing of their stomachs more acute and their salvation more assiduous. In the best cases they possess a miserable half-ration of bread which, with painful effort, they have saved since the morning, in the senseless hope of a chance to make an advantageous bargain with some ingenuous person, unaware of the prices of the moment. Some of these, with savage patience, acquire with their half-ration two pints of soup which, once in their possession, they subject to a methodical examination with a view to extracting the few pieces of potato lying at the bottom; this done, they exchange it for bread, and the bread for another two pints to denaturalize, and so on, until their nerves are exhausted, or until some victim, catching them in the act, inflicts on them a severe lesson, exposing them to public derision.

Levi, **Survival**, pp. 33, 36-37, 78.

(T)he average diet in Auschwitz permitted a prisoner to remain alive no more than three months, after which time symptoms of emaciation and "hunger disease" set in; and the early hospital blocks served as places "where the people suffering from the hunger disease could spend the time from the beginning of the sickness until their death."

Lifton, p. 187.



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'Daily Values' Encourage Healthy Diet

by Paula Kurtzweil

If you haven't added "DV" to your vocabulary yet, you probably will before long.

It stands for Daily Value, a new dietary reference value to help consumers use food label information to plan a healthy overall diet.

DVs actually comprise two sets of reference values for nutrients: Daily Reference Values, or DRVs, and Reference Daily Intakes, or RDIs. But these two sets are "behind the scenes" in food labeling; only the Daily Value term will appear on the label to make label reading less confusing.

In fact, said Christine Lewis, Ph.D., a registered dietitian and director of the division of technical evaluation in FDA's Office of Food Labeling, the Daily Value term is the only one of the terms that will be used in the government's food labeling education campaign. "The DV term is the one we expect consumers and professionals to use," she said.

FDA-regulated products must begin using the Daily Value as the basis for declaring nutrient content by May 8, 1994. U.S. Department of Agriculture-regulated products--meat and poultry--have until July 6, 1994.

The move to Daily Values is due in large part to the Nutrition Labeling and Education Act of 1990. Among other things, the law requires nutrition label information to be conveyed in a way that enables the public to observe and comprehend the information readily and to understand its relative significance in the context of a total daily diet.

According to Lewis, the DV does that in two ways: First, it serves as a basis for declaring on the label the percent of the Daily Value for each nutrient that a serving of the food provides.

For example, the Daily Value for fat, based on a 2,000-calorie diet, is 65 grams (g). A food that has 13 g of fat per serving would state on the label that the "percent Daily Value" for fat is 20 percent.

Second, it provides a basis for thresholds that define descriptive words for nutrient content, called descriptors, such as "high fiber" and "low fat." For example, the descriptor "high fiber" can be used if a serving of food provides 20 percent or more of the Daily Value for fiber--that is, 5 g or more.

What it is not intended to do is tell people what amounts of nutrients they should eat every day.

"They're not recommended intakes," Lewis said. "They're really just reference points to help people get some kind of perspective on what their overall daily dietary needs should be."

New References

Although they won't show up on the label, DRVs and RDIs have an important regulatory role. They serve as the basis for calculating percent Daily Values.

DRVs are for nutrients for which no set of standards previously existed, such as fat and cholesterol. RDIs, on the other hand, replace the term "U.S. RDAs" (Recommended Daily Allowances), which were introduced in 1973 as a reference value for vitamins, minerals and protein in voluntary nutrition labeling. Despite the name change, the actual values (except the value for protein) will remain the same--at least for the time being. FDA will consider revising these values in the near future.

U.S. RDAs should not be confused with RDAs. The latter are short for Recommended Dietary Allowances, which are set by the National Academy of Sciences. FDA used the RDAs as the basis for setting U.S. RDAs (now called RDIs).

The confusion caused by the similarity of those terms was one of the reasons for the switch to RDI.

"The comments we received about the proposed name change generally agreed that there was a need to change the terminology," Lewis said. "People reported that it caused problems both in consumer education and with professional communication."

DRVs

DRVs for the energy-producing nutrients (fat, carbohydrate, protein, and fiber) are based on the number of calories consumed per day. For labeling purposes, 2,000 calories has been established as the reference for calculating percent Daily Values. This level was chosen, in part, because many health experts say it approximates the maintenance calorie requirements of the group most often targeted for weight reduction: postmenopausal women.

Also, unlike the 2,350-calorie reference that FDA used in its proposal, 2,000 calories is a rounded number, which makes it easier for consumers to calculate their individual nutrient needs.

The label will include--at least on larger packages--a footnote on the nutrition panel in which daily values for selected nutrients for both a 2,000- and a 2,500-calorie diet are listed. Manufacturers have the option of listing daily values for other calorie levels, if label space allows and as long as the Daily Values for the other two levels are listed, too.

Whatever the calorie level, DRVs for the energy-producing nutrients are always calculated as follows:

- fat based on 30 percent of calories
- saturated fat based on 10 percent of calories
- carbohydrate based on 60 percent of calories
- protein based on 10 percent of calories. (The DRV for protein applies only to adults and children over 4. RDIs for protein for special groups have been established.)
- fiber based on 11.5 g of fiber per 1,000 calories.

Thus, someone who consumes 3,000 calories a day--a teenage boy, for example--would have a recommended intake for fat of 100 g or less per day. [$0.30 \times 3,000 = 900$; $900 \text{ (calories)} \div 9 \text{ (calories per g of fat)} = 100 \text{ g}$]. See the [Counting Calories chart](#) (34K PDF file) for an illustration of how to apply the nutrition label information to your individual needs.

The DRVs for cholesterol, sodium and potassium, which do not contribute calories, remain the same whatever the calorie level.

Because of the links between certain nutrients and certain diseases, DRVs for some nutrients represent the uppermost limit that is considered desirable. Eating too much fat or cholesterol, for example, has been linked to an increased risk of heart disease. Too much sodium can heighten the risk of high blood pressure in some people.

Therefore, the label will show DVs for fats and sodium as follows:

- total fat: less than 65 g
- saturated fat: less than 20 g
- cholesterol: less than 300 mg (milligrams)
- sodium: less than 2,400 mg

Daily Reference Values (DRVs)

(Based on 2,000 calories a day for adults and children over 4 only)

Food Component	DRV
fat	65 grams (g)
saturated	fatty acids 20 g
cholesterol	300 milligrams (mg)
total carbohydrate	300 g
fiber	25 g
sodium	2,400 mg
potassium	3,500 mg
protein**	50 g

***DRV for protein does not apply to certain populations; Reference Daily Intake (RDI) for protein has been established for these groups: children 1 to 4 years: 16 g; infants under 1 year: 14 g; pregnant women: 60 g; nursing mothers: 65 g.*

RDIs Replace U.S. RDAs

Unlike DRVs, which are a new concept, many consumers may already have a good idea of what the RDIs are. That's because the RDIs (the former U.S. RDAs used by FDA) have been around for almost 20 years as the established estimated values for vitamins, minerals and protein.

Reference Daily Intakes (RDIs)

(Based on National Academy of Sciences' 1968 Recommended Dietary Allowances)

--	--

Nutrient	Amount
vitamin A	5,000 International Units (IU)
vitamin C	60 milligrams (mg)
thiamin	1.5 mg
riboflavin	1.7 mg
niacin	20 mg
calcium	1.0 gram (g)
iron	18 mg
vitamin D	400 IU
vitamin E	30 IU
vitamin B6	2.0 mg
folic acid	0.4 mg
vitamin B12	6 micrograms (mcg)
phosphorus	1.0 g
iodine	150 mcg
magnesium	400 mg
zinc	15 mg
copper	2 mg
biotin	0.3 mg
pantothenic acid	10 mg

The provisions of the Nutrition Labeling and Education Act and the Dietary Supplement Act of 1992 require FDA to retain these estimated values for at least another year.

Although consumers will continue to see vitamins and minerals expressed as percentages on the label, these percentages now refer to the Daily Values.

Getting to Know DVs

Like any new concept, DVs may take some getting used to but, through education and practice, FDA and USDA believe it soon will become second nature to many consumers.

"As more and more new labels make their way into the marketplace," Lewis said, "people will gradually become familiar with the DV term and be able to use the information effectively."

"I think consumers are going to find it very helpful," she said.

Paula Kurtzweil is a member of FDA's public affairs staff.

Alphabet Soup Made Appetizing

DVs (Daily Values): a new dietary reference term that will appear on the food label. It is made up of two sets of references, DRVs and RDIs.

DRVs (Daily Reference Values): a set of dietary references that applies to fat, saturated fat, cholesterol, carbohydrate, protein, fiber, sodium, and potassium.

RDIs (Reference Daily Intakes): a set of dietary references based on the Recommended Dietary Allowances for essential vitamins and minerals and, in selected groups, protein. The name "RDI" replaces the term "U.S. RDA."

RDAs (Recommended Dietary Allowances): a set of estimated nutrient allowances established by the National Academy of Sciences. It is updated periodically to reflect current scientific knowledge.

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Food Storage Amounts

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What to Store

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Since no single food contains all the nutrients a person needs, it is wise to store items from each food group. Consider the circumstances of family members when deciding which foods to store. The amount of basic food a family should store depends on the age, gender, and activity of the individuals in the family. For food storage to be successful, dry-pack products need to be low in moisture (10% moisture or less), good quality, and insect free. The following products are excellent to store because of their ability to retain flavor and nutritional value.

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Suggested Amounts of Basic Foods for Home Storage*

(Per adult for one year. This list may vary according to location.)

Grains (wheat, rice, corn, rolled oats, spaghetti)	400 pounds (181 kg)	72 #10 cans (wheat)
Legumes (dry beans, peas, lentils)	60 pounds (27 kg)	12 #10 cans (beans)
Powdered Milk	16 pounds (7 kg)	4 #10 cans
Sugar or Honey	60 pounds (27 kg)	10 #10 cans
Cooking Oil	10 quarts (9 liters)	
Salt	8 pounds (3.6 kg)	
Water** (2 weeks)	14 gallons (53	

	liters)	
--	---------	--

*See also *Essentials of Home Production and Storage*, 1978

**It is impractical for most families to store a year's supply of water. Fourteen gallons per person is a suggested minimum reserve.



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Server Type:	Apache
Lock Status:	REGISTRAR-LOCK
Web Site Status:	Active
DMOZ	no listings
Y! Directory:	see listings
Web Site Title:	NutriStorage - The Best Food Storage - Home

Meta Description:	Joomla - the dynamic portal engine and content management system
Meta Keywords:	Joomla, joomla
Secure:	No
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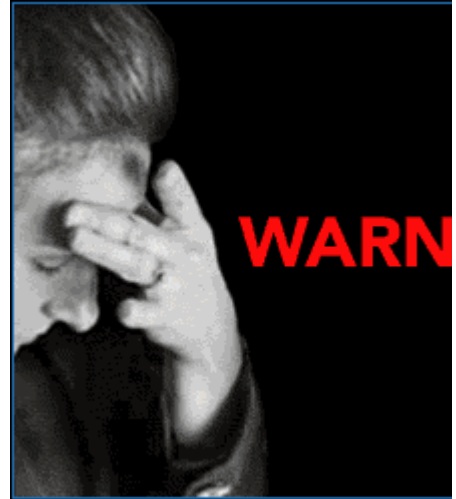
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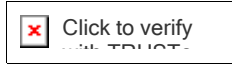


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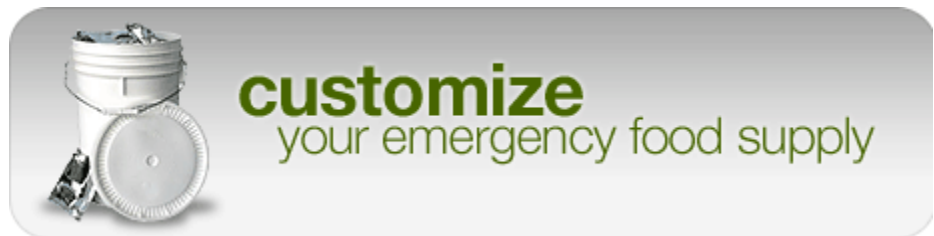
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ARE YOU PREPARED?

This is a question that millions of Americans should be asking themselves considering all that we have seen in the recent past. Hurricanes, Tornadoes, Earthquakes and now the threat of Pandemic are sobering examples of what we have to be prepared to face...today! Experience has taught us that personal preparedness is the best solution to these dilemmas. We at Food for Health have developed an emergency food supply in Nutristorage that can give everyone the peace of mind that can only come from being truly prepared for what ever may come our way.

Our **EMERGENCY FOOD SUPPLY** contains premixed and seasoned meals that taste great and are easy to prepare. Simply boil water, add the package contents and simmer for 20 minutes. It's just as simple as that! You'll have great tasting meals that are not just good but good for you. Every meal is vitamin and mineral fortified for complete nutrition. We've added a proprietary nutrient blend of 20 vitamins and minerals that are microencapsulated to maintain their nutritional integrity throughout the cooking process. The microencapsulating also maintains a longer nutritional value of the vitamin and minerals over its shelf life. This ensures you get the goodness the food has to offer with all of the nutrients your body's immune system needs to remain strong and healthy.

100% vegetarian formula (except Whey Milk & Blueberry Pancakes). We use a soy based protein and a combination of freeze-dried and dehydrated foods to make the meals nutritious, easy to prepare and most of all, delicious.

Our products boast up to a 20-year shelf life. The shelf life is directly related to how the food is stored. The ideal storage location is in an area void of light and moisture between 52 and 65 degrees. The combination of packaging the product in Mylar bags and the use of vegetarian ingredients

are the main reasons the food will last up to 20 years. Without any animal products in the food, there are no fats that may go rancid and spoil over time.

The meals are packaged in Mylar bags. Each bag contains five servings, which is much more convenient than #10 cans. The Mylar bags are moisture, light, and rodent resistant, and then nitrogen flushed to remove all the oxygen. The smaller 5-serving bags also make the meals more efficient by reducing waste. This is accomplished by eliminating the need to open several #10 cans to make a meal from scratch. Our unique packaging makes this emergency food supply portable in times of crisis. Not to mention it's perfect for camping, hunting and fishing trips.

Last, but not least, you don't have to add on to your house to have an emergency food supply on hand. Our food is packaged in smaller Mylar bags and then stored in containers to reduce the need for large amounts of space to store your food. You can fit a full 275 servings in a 5-Gallon bucket or a full one-year supply (1100 servings) in four 5-Gallon buckets.

We at Food for Health have worked hard to create a product that makes it easy for anyone to have an emergency preparedness plan that makes sense.

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It will take just under 19 gallons to reconstitute the food supplied in the bucket. The full year supply will require approximately 75 gallons of water. All entree's will need either 7 cups of water for the big bags or 5 cups of water for the smaller bags. The whey milk needs 4 cups per package.

How does this food last for up to 20 years?

With the combination of the Mylar bags, which are nitrogen flushed, and the vegetarian formula, when stored in the proper environment you can maintain the integrity of the food longer.

How long will it take to get my food supply once I've ordered it?

Because we don't warehouse this food and make it fresh on a monthly basis, we typically need 2-3 weeks for delivery.

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Costco Wholesale Corporation
999 Lake Drive
Issaquah, Washington 98027

Dear Messrs. Brotman and Benoiel:

How long would YOU be able to survive (much less keep healthy) on a diet of 455 calories per day (including only 18 grams of protein)? Do you think you could do this for one year? How about three months? How about one month or even one week?

To put things in perspective, the Nazis provided concentration camp inmates at Auschwitz with a diet of 1,300 calories per day for light work prisoners and 1,700 calories for hard labor. The average prisoner at Auschwitz died of starvation within three months on this diet. Of the many millions murdered by the Nazis at Auschwitz, probably just as many died from the effects of starvation as perished in the infamous gas chambers.

Well why don't YOU try one of Costco's new featured products - at least for as long as it takes for YOU to agree with my position? This new product is "Emergency Food Supply - Three month food supply for one person", Item # 104893, for \$109.99. You can simply leave your plush executive offices at Costco headquarters, walk across Lake Drive to your Issaquah store, and purchase a bucket of your wonderful new product.

Yesterday evening, I was shopping at your Issaquah store and noticed this new product on sale. It seemed really wonderful at first - a three month supply of emergency food storage for only \$109.99, all in an easy-to-store and easy-to-carry bucket. My religious faith (Latter Day Saints, commonly called Mormon) teaches that it is important to be prepared for emergency situations of all sorts and especially recommends everyone who is able to do so should store food, with a one year supply being the normal goal.

Therefore, I decided to purchase one "three month bucket" of this so-called "Emergency Food Supply - Three month food supply for one person", so that I could check this out and see whether it would be appropriate for my family food storage.

TOTAL PAGES: 29

Case Number: 06-2-20526-0
Case Title: Richard L. Pope, Jr. vs Costco Wholesale Corporation, Jeffrey
H. Brotman, James D. Sinegal, and Joel Benoliel
Document Title: SUMMONS & COMPLAINT
User's Name: Richard Pope
Filed Date: 6/23/2006 3:24:12 PM

User Signed

Signed By: Richard Pope
WSBA #: 21118
Date: 6/23/2006 3:18:00 PM

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

Richard L. Pope, Jr.

NO. 06-2-20526-0 SEA

Order Setting Civil Case Schedule (*ORSCS)

vs

Plaintiff(s)

Costco Wholesale Corporation, Jeffrey H. Brotman,
James D. Sinegal, and Joel Benolie

ASSIGNED JUDGE Eadie 33

FILE DATE: 06/23/2006

Defendant(s)

TRIAL DATE: 12/10/2007

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the *Schedule* on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

Print Name

Sign Name

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- especially those referred to in this **Schedule**. In order to comply with the **Schedule**, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLR 26], and for meeting the discovery cutoff date [See KCLR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of **\$200** must be paid when any answer that includes additional claims is filed in an existing case.

SHOW CAUSE HEARINGS FOR CIVIL CASES [King County Local Rule 4(g)]

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. A review of the case will be undertaken to confirm service of the original complaint and to verify that all answers to claims, counterclaims and cross-claims have been filed. If those mandatory pleadings are not in the file, a *Show Cause Hearing* will be set before the Chief Civil or RJC judge. The Order to Show Cause will be mailed to all parties and designated parties or counsel are required to attend.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule **if the case is subject to mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Rule 41.

King County Local Rules are available for viewing at www.metrokc.gov/kcsc.

II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Fri 06/23/2006	*
Confirmation of Service [See <i>KCLR 4.1</i>].	Fri 07/21/2006	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a)</i> and <i>Notices on Page 2</i>]. \$220 arbitration fee must be paid	Fri 12/01/2006	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLR 4.2(a)</i> and <i>Notices on Page 2</i>]. Show Cause hearing will be set if Confirmation is not filed, or if the Confirmation does not have all signatures, or if all answers have not been filed, or judgment on default has not been filed, or Box 2 is checked.	Fri 12/01/2006	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See <i>KCLR 82(e)</i>]	Fri 12/15/2006	
DEADLINE for Disclosure of Possible Primary Witnesses [See <i>KCLR 26(b)</i>].	Mon 07/09/2007	
DEADLINE for Disclosure of Possible Additional Witnesses [See <i>KCLR 26(b)</i>].	Mon 08/20/2007	
DEADLINE for Jury Demand [See <i>KCLR 38(b)(2)</i>].	Tue 09/04/2007	*
DEADLINE for Setting Motion for a Change in Trial Date [See <i>KCLR 40(e)(2)</i>].	Tue 09/04/2007	*
DEADLINE for Discovery Cutoff [See <i>KCLR 37(g)</i>].	Mon 10/22/2007	
DEADLINE for Engaging in Alternative Dispute Resolution [See <i>KCLR 16(c)</i>].	Tue 11/13/2007	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLR 16(a)(4)</i>].	Mon 11/19/2007	
DEADLINE to file Joint Confirmation of Trial Readiness [See <i>KCLR 16(a)(2)</i>]	Mon 11/19/2007	*
DEADLINE for Hearing Dispositive Pretrial Motions [See <i>KCLR 56; CR 56</i>].	Mon 11/26/2007	
Joint Statement of Evidence [See <i>KCLR 16(a)(5)</i>].	Mon 12/03/2007	*
Trial Date [See <i>KCLR 40</i>].	Mon 12/10/2007	

III. ORDER

Pursuant to King County Local Rule 4 [*KCLR 4*], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action **must** serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 06/23/2006



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER PRIOR TO CONTACTING YOUR ASSIGNED JUDGE

This case is assigned to the Superior Court Judge whose name appears in the caption of this *Schedule*. The assigned Superior Court Judge will preside over and manage this case for all pre-trial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

The following procedures hereafter apply to the processing of this case:

APPLICABLE RULES:

a. Except as specifically modified below, all the provisions of King County Local Rules 4 through-26 shall apply to the processing of civil cases before Superior Court Judges.

CASE SCHEDULE AND REQUIREMENTS:

A. Show Cause Hearing: A Show Cause Hearing will be held before the Chief Civil/Chief RJC judge if the case does not have confirmation of service on all parties, answers to all claims, crossclaims, or counterclaims as well as the confirmation of joinder or statement of arbitrability filed before the deadline in the attached case schedule. All parties will receive an *Order to Show Cause* that will set a specific date and time for the hearing. Parties and/or counsel who are required to attend will be named in the order.

B. Pretrial Order: An order directing completion of a Joint Confirmation of Trial Readiness Report will be mailed to all parties approximately six (6) weeks before trial. **This order will contain deadline dates for the pretrial events listed in King County Local Rule 16:**

- 1) Settlement/Mediation/ADR Requirement;
- 2) Exchange of Exhibit Lists;
- 3) Date for Exhibits to be available for review;
- 4) Deadline for disclosure of witnesses;
- 5) Deadline for filing Joint Statement of Evidence;
- 6) Trial submissions, such as briefs, Joint Statement of Evidence, jury instructions;
- 7) voir dire questions, etc;
- 8) Use of depositions at trial;
- 9) Deadlines for nondispositive motions;
- 10) Deadline to submit exhibits and procedures to be followed with respect to exhibits;
- 11) Witnesses -- identity, number, testimony;

C. Joint Confirmation regarding Trial Readiness Report: No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment), etc. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff/petitioner's counsel is responsible for contacting the other parties regarding said report.

D. Settlement/Mediation/ADR:

1) Forty five (45) days before the Trial Date, counsel for plaintiff shall submit a written settlement demand. Ten (10) days after receiving plaintiff's written demand, counsel for defendant shall respond (with a counteroffer, if appropriate).

2) Twenty eight (28) days before the Trial Date, a settlement/mediation/ADR conference shall have been held. **FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.**

E. Trial: Trial is scheduled for 9:00 a.m. on the date on the *Schedule* or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website at www.metrokc.gov/kcsc to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES:

A. Noting of Motions

Dispositive Motions: All Summary Judgment or other motions that dispose of the case in whole or in part will be heard with oral argument before the assigned judge. The moving party must arrange with the courts a date and time for the hearing, consistent with the court rules.

King County Local Rule 7 and King County Local Rule 56 govern procedures for all summary judgment or other motions that dispose of the case in whole or in part. The local rules can be found at www.metrokc.gov/kcsc.

Nondispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the *Note for Motion* should state "Without Oral Argument." King County Local Rule 7 governs these motions, which include discovery motions. The local rules can be found at www.metrokc.gov/kcsc.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions Calendar. King County Local Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at www.metrokc.gov/kcsc.

Emergency Motions: Emergency motions will be allowed only upon entry of an *Order Shortening Time*. However, emergency discovery disputes may be addressed by telephone call, and without written motion, if the judge approves.

Filing of Documents All original documents must be filed with the Clerk's Office. *The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge.* The assigned judge's working copy must be delivered to his/her courtroom or to the judges' mailroom. Do not file working copies with the Motions Coordinator, except those motions to be heard on the Family Law Motions Calendar, in which case the working copies should be filed with the Family Law Motions Coordinator.

Original Proposed Order: Each of the parties must include in the working copy materials submitted on any motion an original proposed order sustaining his/her side of the argument. Should any party desire a copy of the order as signed and filed by the judge, a preaddressed, stamped envelope shall accompany the proposed order.

Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final orders and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.

C. Form: Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PETITIONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

SUPERIOR COURT OF WASHINGTON
COUNTY OF KING

Richard L. Pope, Jr.

NO. 06-2-20526-0 SEA

VS

Costco Wholesale Corporation, Jeffrey

CASE INFORMATION COVER SHEET
AND AREA DESIGNATION

CAUSE OF ACTION

(COM) - Contract/Commercial

AREA DESIGNATION

SEATTLE - Defined as all King County north of Interstate 90 and including all of Interstate 90 right of way, all of the cities of Seattle, Mercer Island, Issaquah, and North Bend, and all of Vashon and Maury Islands.