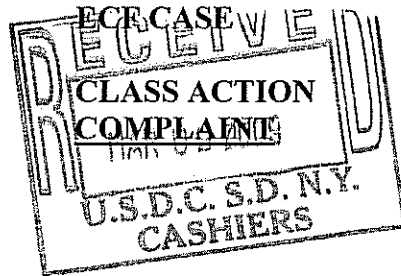


JUDGE McMAHON

09 CV 2117

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
MARC E. VERZANI, individually and on behalf :
of all others similarly situated, :
:
Plaintiff, : No. _____
:
- vs. - :
:
Costco Wholesale Corporation, :
:
Defendant. :
-----X



Plaintiff Marc E. Verzani (“Plaintiff” or “Verzani”), individually and on behalf of all others similarly situated, by his undersigned attorneys, alleges upon personal information, and/or upon information and belief based, *inter alia*, on the investigation of his attorneys, for his Class Action Complaint against Costco Wholesale Corporation (“Costco” or “Defendant”), as follows:

INTRODUCTION

1. Costco is one of the largest consumer sales businesses in the United States. Costco repeatedly publicly emphasizes its “friendliness” and “fairness” to its customer members in all of its consumer relations with them.

2. For example, Costco’s “lifestyle” magazine provided monthly to its members, *The Costco Connection*, features a column in each issue entitled “Consumer Connection” in which its designated consumer advocate, David Horowitz, provides members with advice on how to be smart consumers and how to avoid consumer traps and deceptive practices frequently targeted at not only Costco members but the public at large. The column also encourages members to “log onto www.fightback.com and “Ask David” for a personal

response, and states that “[q]uestions and answers of the greatest interest to Costco members will be used in this column with the permission of the contributor and will be posted on www.fightback.com.”

3. Even more illustrative of Costco’s public emphasis of its “friendliness” and “fairness” to its customer members is the opening commentary in the “Front End” feature in the March 2009 issue of *The Costco Connection* (at p. 5) by David W. Fuller, the magazine’s Editor and Costco’s Assistant Vice President of Publishing:

There are many good ways to characterize Costco, but I believe the best of them all may be as a company based on fairness. . . . What is interesting about a company that strives to operate by being fair to all is what can be accomplished when people (customers, suppliers, employees, shareholders, the community at large) believe they are getting a fair deal. For starters, the work, the products and the prices stand on their own. No need to lavish time and money on tooting your own horn, no need to find elaborate ways to disguise price hikes, no need to need to be anything but transparent, to use a voguish word.

4. Unfortunately, this touted “fairness” and “transparency” extends only so far, and where it ends the costs to Defendant’s customer members nationwide are enormous. As it turns out, one of Costco’s in-store packaged products that is the subject of this class action, its “Shrimp Tray with Cocktail Sauce” – which is uniformly sold nationwide to Defendant’s customer members as Item # 18730 with a standardized, uniform label (the “Shrimp Tray”) -- is materially different and *less* nationwide than what is promised and described on the Shrimp Tray label.

5. Specifically, the *largest* print (by far) on the Shrimp Tray’s uniform standard label, prominently and consistently describes the net weight of the shrimp included in the Shrimp Tray as “NET WT 16 oz (1.00 lb).” But no reasonable consumer would have any reason to understand or believe that the stated “NET WT 16 oz (1.00 lb)” on the nationwide

uniform, standard label is attributable to anything but the shrimp, because *nothing* on the label attributes any portion of the stated “NET WT 16 oz (1.00 lb)” to any “ingredient” in the Shrimp Tray other than the shrimp.

6. In fact, *none* of the Shrimp Trays sold nationwide are individually weighed – *ever* -- so Costco has no basis to uniformly promise and represent that the prominently featured “NET WT 16 oz (1.00 lb)” is the actual net weight of the shrimp in the Shrimp Tray, or even to state what the net weight of the shrimp actually is. Furthermore, based on the investigation of counsel extending from the east coast to the west coast -- from New York, New Jersey and Connecticut to California -- over a period of more than eight months before the filing of this action, *none* of the Shrimp Trays sold contains shrimp actually weighing at least one pound – *ever*.

7. Instead, the weight of the shrimp included in the Shrimp Trays purchased and examined by Plaintiff’s counsel over the course of their pre-filing investigation is *always* less than one pound, and most frequently has been between two (or more) to three (or more) ounces short of a pound, or in other words, short-weighted from at least 12.5% to 18.75% (or more) of the promised and described “NET WT 16 oz (1.00 lb).” At the current uniform price of \$9.99 per Shrimp Tray (before state sales tax), this equals an overcharge of \$0.625 per ounce, and an overcharge most frequently ranging from \$1.25 to \$1.875 per Shrimp Tray.

8. Furthermore, because each Shrimp Tray can contain a different number of shrimp and there is no fixed correlation between the number of shrimp and the total weight, no customer knows what the actual weight of the shrimp in the Shrimp Tray being purchased is, or that the weight is different than the “NET WT 16 oz (1.00 lb)” promised and described by Defendant on the standard label, or that another customer standing immediately to the left

or right could purchase a purportedly identical Shrimp Tray with more or less shrimp (by net weight) at the exact same time.

9. According to Costco's most recent quarterly report on Form 10-Q filed with the Securities and Exchange Commission ("SEC") for the period ending November 23, 2008, as of that date Costco operated 399 warehouses within the continental United States and four in Puerto Rico, for a total of 403 United States warehouses nationwide. Additionally, the Form 10-Q indicates that seven more warehouses were opened in the first fiscal quarter of 2009.

10. Although the exact numbers can readily be obtained from Defendant (who records each item purchased and its price by standard item number and by a unique customer number), Plaintiff reasonably estimates that each of the 410 Costco stores nationwide as of the first quarter of 2009 sells from 500-1000 Shrimp Trays *each week*. That number translates into 205,000-410,000 Shrimp Trays *each week*, and from 10,660,000-21,320,000 Shrimp Trays sold each year. Based on the most frequent range of two to three ounces of short-weighting observed by Plaintiff's counsel during the course of their investigation, this translates into total annual short-weighting costing Costco's customer members from at least \$13,325,000 at the low end (based on a two ounce short-weighting for 10,660,000 Shrimp Trays) to \$39,975,000 at the high end (based on a three ounce short-weighting for 21,320,000 Shrimp Trays) – *each year*.

11. By this class action, Plaintiff seeks to remedy the millions of dollars of harm caused annually by Defendant's unlawful and/or deceptive conduct. As set forth below, Plaintiff and all those similarly situated should be awarded compensatory damages, restitution and/or other relief to redress Defendant's unlawful and/or deceptive conduct (i) breaching the

contracts between Costco and Plaintiff and the Class, and (ii) violating, *inter alia*, the Washington State Consumer Protection Act, RCW 19.86, *et seq.* (“CPA”). Additionally, Costco should be enjoined from selling its Shrimp Trays unless and until the Shrimp Trays are accurately and non-misleadingly labeled with an accurate measure and clear disclosure of the true weight of the shrimp in each Shrimp Tray.

JURISDICTION AND VENUE

12. This Court has federal subject matter jurisdiction over the action pursuant to 28 U.S.C. § 1332, as amended by the Class Action Fairness Act of 2005 (109 P.L. 2; 119 Stat. 4; effective February 18, 2005), for the following reasons:

- (a) The members of the proposed plaintiff class number 100 or more;
- (b) There is diversity of citizenship between *any one* member of the plaintiff class (named and unnamed) and Defendant. Plaintiff resides in New York, and Costco’s principal place of business is located in the State of Washington. Furthermore, Costco has millions of customer members residing outside of New York and Washington as well, and all of these customers were subjected to the same wrongful acts as was Plaintiff.
- (c) The amount in controversy – which may be calculated by aggregating the claims of the putative class members – exceeds the sum or value of \$5 million by many times.

13. Venue is proper in this district pursuant to 28 U.S.C. § 1391, in that Plaintiff resides within the Southern District of New York, and a material portion of the events or omissions giving rise to the claims asserted occurred at Defendant’s warehouses located within this District.

PARTIES

14. Plaintiff Marc E. Verzani is a resident of Scarsdale, Westchester County, New York. Plaintiff is a Costco customer member who has purchased a Shrimp Tray and been subjected to Defendant's wrongful and deceptive practices challenged in this action.

15. (a) Defendant Costco is incorporated in the State of Washington, with its principal executive offices located at 999 Lake Drive, Issaquah, WA 98027. Costco operates membership warehouses that offer low prices on a limited selection of nationally branded and selected private label products in a wide range of merchandise categories in no-frills, self-service facilities. As noted, *supra*, at the end of the first quarter of 2009, Costco was operating 410 warehouses within the United States (including Puerto Rico). Approximately 110 warehouses additionally are located in Canada and overseas. According to Costco's Annual Report on Form 10K/A filed with the SEC for the fiscal year ending August 31, 2008, Costco had total net sales for that annual period of almost \$71 billion, and an additional \$1.5 billion of revenues resulting from the annual membership fees charged to its customer members.

(b) The uniform nationwide labels and their contents and the labeling practices complained of herein for the Shrimp Trays were devised, controlled and made uniform nationwide by Costco substantially from within its executive offices in Washington State.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action individually and as a class action pursuant to Fed. R. Civ. P. 23(a) and (b)(3) on behalf all persons who have purchased the Shrimp Trays from Costco within the United States (including Puerto Rico) (the "Class"). Excluded from the

Class are Defendant, and Defendant's directors, officers, parents, affiliates, subsidiaries and successors.

17. Plaintiff and the Class satisfy the requirements for class certification pursuant to Fed. R. Civ. P. 23(a) and (b)(3).

18. The members of the Class are so numerous that joinder of all members is impracticable, as required by Fed. R. Civ. P. 23(a)(1). Although the precise number of members of the Class is unknown to Plaintiff at this time and can be determined only by appropriate discovery, Costco's Form 10K/A for the fiscal period ending August 31, 2008 states that Costco had 53,500,000 total cardholders as of that date, and thus it is reasonably estimated that the number of members of the Class consists of millions of members who are geographically dispersed throughout the United States. Furthermore, the precise number of Class members is readily available from Costco's computer records, because Costco records each item purchased and its price nationwide by standard item number and by a unique customer number.

19. Common questions of law and fact exist as to all members of the Class which predominate over any questions that may affect individual Class members, as required under Fed. R. Civ. P. 23(a)(2) and 23(b)(3). Among the questions of law and fact common to the Class are the following:

(a) whether the Shrimp Trays are unlawfully and/or deceptively sold to the Class under the facts and circumstances alleged herein;

(b) whether Costco has breached its contracts with Plaintiff and the Class by its failure to provide them with the "NET WT 16 oz (1.00 lb)" of shrimp promised on the label of each Shrimp Tray;

(c) whether Costco has violated, *inter alia*, the Washington State Consumer Protection Act, RCW 19.86 *et seq.* (“CPA”), by its sale of the Shrimp Trays to Plaintiff and the Class under the facts and circumstances alleged herein;

(d) whether Costco should be enjoined from selling its Shrimp Trays unless and until the Shrimp Trays are accurately and non-misleadingly labeled with an accurate measure and clear disclosure of the true weight of the shrimp that each Shrimp Tray contains, and/or enjoined to specifically perform its contracts with Plaintiff and Class with respect to Defendant’s sale and their purchase of the Shrimp Trays; and

(e) the appropriate measure of damages, restitution and/or other relief.

20. Plaintiff is an existing Costco member who has purchased a Shrimp Tray and thus, been subjected to the unlawful and/or deceptive labeling and short-weighting practices complained of herein; thus, Plaintiff is a member of the Class and his claims are typical of the claims of the members of the Class, as required under Fed. R. Civ. P. 23(a)(3). The harm suffered by Plaintiff and all other members of the Class was and is caused by the same conduct by Defendant, *viz.*, Defendant’s unlawful and/or deceptive labeling and short-weighting practices regarding the Shrimp Trays as alleged herein.

21. Plaintiff will fairly and adequately represent and protect the interests of the Class as required under Fed. R. Civ. P. 23(a)(4). Plaintiff has no interests antagonistic to, nor in conflict with, the Class, and Plaintiff has retained competent counsel, experienced in consumer and commercial class actions, to further ensure such protection and who intend to prosecute this class action vigorously.

22. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, pursuant to Fed. R. Civ. P. 23(b)(3). Because the

mislabeled and short-weighted complained of herein averages \$2 or less per Shrimp Tray and the monetary damages suffered by the millions of individual members of the Class are relatively small, the expense and burden of individual litigation make it virtually impossible for individual members of the Class to seek redress for the wrongful conduct alleged herein. If Class treatment of these claims were not available, Defendant would likely continue its wrongful conduct and would unfairly receive many millions of dollars from its sale of the Shrimp Trays, or would otherwise escape liability for its wrongdoing as alleged in this Class Action Complaint.

23. Additionally, the Class is readily definable, and prosecution of this action as a class action will reduce the possibility of repetitious litigation. Information concerning every Shrimp Tray sold and the price paid and the identity of the Class members who purchased them are maintained in and readily available from Costco's books and records. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action, pursuant to Fed. R. Civ. P. 23(b)(3).

FACTUAL ALLEGATIONS

24. Costco offers for sale to its customer members the Shrimp Tray, an in-store packaged product labeled as a "Shrimp Tray with Cocktail Sauce." The Shrimp Tray is uniformly sold nationwide to Defendant's customer members as Item # 18730 with a standardized, uniform label at a current price of \$9.99 (plus state sales tax).

25. Each Shrimp Tray is sold nationwide in a uniform, squarish container package. Each container consists of a black plastic bottom tray, and a clear plastic tray top cover which snaps snugly into a corresponding lip on the top edge of the bottom tray. The clear top enables a customer to view the contents of the Shrimp Tray before purchase.

26. The shrimp, which generally appear to be medium sized with tails, are shelled and cooked, and thus ready to eat out of the plastic container-package after purchase. The shrimp are placed in the Shrimp Tray by Costco employees in each store in an interlocking circle/ring with an empty hole in the center (similar to a Bundt cake) on one piece of decorative green leaf lettuce that substantially covers the bottom of the black plastic tray. Each Shrimp Tray also includes two small lemon wedges comprising no more than one quarter of a lemon placed somewhere on top of the shrimp. In the center of the circle of shrimp is a small sealed plastic container of cocktail sauce independently manufactured and packaged by Costco for distribution nationwide with the Shrimp Trays.

27. As noted *supra*, the Shrimp Trays are sold nationwide with a standard, uniform label. A copy of the label from the Shrimp Tray recently purchased by Plaintiff is annexed as Exhibit A hereto. Each label has the words "Shrimp Tray With Cocktail" all in upper case on the top line of the label, and then the word "Sauce" all in upper case on the second line at the left and the item number, "#18730" on the same line on the right. Below the second line, the ingredients are listed, with the shrimp always listed first, the lemon wedges second, the green leaf lettuce third, and eleven of the principal ingredients presumably making up the cocktail sauce (although not specifically identified as such), as well as six or more other ingredients presumably also included in the cocktail sauce. The standard label also includes certain standard allergen warnings immediately below the list of ingredients, and "Safe Handling Instructions" in small red print in a box at the bottom. Toward the bottom on the right above the "Safe Handling Instructions" is the brand name "Kirkland," and below the brand name in upper case lettering the label states "Distributed by Costco Wholesale Corp, PO Box 34535, Seattle WA 98124," with an 800 number as well.

28. The price and weight information for the Shrimp Trays is located at the top of the lower center half of the label. As noted *supra*, the *largest* and most prominent print (by far) on the Shrimp Tray's uniform standard label is the description of the net weight of the shrimp included in the Shrimp Tray as "NET WT 16 oz (1.00 lb)." The \$9.99 price of the Shrimp Tray is included in a "Total Price" box below and to the right of the "NET WT 16 oz (1.00 lb)" representation in slightly smaller size print.

29. Immediately below the "NET WT 16 oz (1.00 lb)" representation on the label in smaller large print is the "Pack Date" and the "Sell By" date; because of the volume of Shrimp Trays sold, the "Pack Date" is generally (but not always) the actual date of sale, as it was for the Shrimp Tray recently purchased by Plaintiff. The label also includes a notation in very small print below the "Pack Date" of "Cnt/Qty" of "1" and "Unit Price" of "\$9.99," which would lead any reasonable consumer to understand and believe that the quantity and unit price correspond to the prominently displayed "NET WT 16 oz (1.00 lb)" and \$9.99 Total Price" immediately adjacent to this information. Below the small print "Pack Date" and "Cnt/Qty" is a bar code with, *inter alia*, the 18730 Item number. In small print below the bar code and immediately above the "Safe Handling Instructions" is a marking printed by each store identifying the store's unique Costco number and the store's location. In the case of the Shrimp Tray recently purchased by Plaintiff, the printed label identifies this as "Costco #241" in New Rochelle, NY 10805.

30. Nowhere on the uniform, standard label is any portion of the prominently stated "NET WT 16 oz (1.00 lb)" attributed to any "ingredient" in the Shrimp Tray other than the shrimp.

31. The Shrimp Trays are prepared as follows: First a number of Shrimp Tray bottoms are laid on the work table in the packing room by the Costco employee, and a piece of decorative green leaf lettuce is placed in each bottom and substantially covers it. The shrimp are then arranged on top of the lettuce in an interlocking circle/ring with an empty hole in the center, and the small sealed container of cocktail sauce is placed in the center hole and the two lemon wedges are laid somewhere on the shrimp. The employee goes to a label machine and prints out the necessary number of labels for the number of Shrimp Trays prepared – all containing the exact same information, including the exact same purported “NET WT 16 oz (1.00 lb).” The labels are affixed to the clear plastic tops, and the sealed Shrimp Trays are then placed in an open refrigerated cooler on the sales floor for purchase by Costco’s customer members.

32. Obviously it is a physical impossibility for every Shrimp Tray in any single Costco store to weigh precisely the exact same weight, let alone in every store in the United States. In fact, *none* of the Shrimp Trays are actually weighed to determine the actual net weight of the shrimp contained therein. And based on the investigation of Plaintiff’s counsel extending from the east coast to the west coast -- from New York, New Jersey and Connecticut to California -- over a period of more than eight months before the filing of this action, *none* of the Shrimp Trays sold contains shrimp actually weighing at least one pound – *ever*.

33. Additionally, although the shrimp are somewhat consistent in their general medium size, the Shrimp Trays are not consistent in the number of shrimp included in each Shrimp Tray. For example, each Shrimp Tray observed by Plaintiff’s counsel contained shrimp numbering from the low to the high thirties, but those numbers had no definite

correlation or consistency to the actual net weight of the shrimp in the purchased Shrimp Trays. In the case of Plaintiff, the Shrimp Tray he purchased about one month prior to commencement of this Action contained 35 shrimp with a total net weight of 13.5 ounces, or 2.5 ounces short of the promised and represented “NET WT 16 oz (1.00 lb).” A Shrimp Tray purchased the same day by Plaintiff’s counsel at a different Costco store as part of counsel’s investigation also contained 35 shrimp, but the net weight of those shrimp was only 12.9 ounces, or 3.1 ounces short of the promised and represented “NET WT 16 oz (1.00 lb).”

34. Thus, notwithstanding Costco’s consistent and uniform representation that all Shrimp Trays have shrimp with the same net weight, it is the “luck of the draw” whether the Shrimp Tray purchased by the customer will be two ounces short of a pound of shrimp, or three ounces, or perhaps more, or perhaps less. Furthermore, because *nothing* on the label attributes any portion of the stated “NET WT 16 oz (1.00 lb)” to any “ingredient” in the Shrimp Tray other than the shrimp, no reasonable consumer would have any reason to understand or believe that the stated “NET WT 16 oz (1.00 lb)” on the uniform, standard label is attributable to anything but the shrimp. Indeed, the cost of the observed short-weighted shrimp (at \$9.99 per pound) greatly exceeds any minimal cost which potentially could be attributed to the included decorative leaf lettuce, the two lemon wedges and the small container of cocktail sauce, and no reasonable consumer would willingly pay for these inexpensive items at a price of \$9.99 per pound.

35. There is no good reason that the shrimp in each Shrimp Tray are not weighed by Defendant so that the customer pays only for the net weight of shrimp actually purchased and included in the Shrimp Tray. Virtually all of the meat and fish products sold by Costco to its customer members are individually packaged and weighed, and exactly priced based on the

net weight and price per pound. Indeed, generally next to or near the Shrimp Trays in the cooler unit are comparable black bottom/clear top containers of prepared shrimp salad for sale – presumably made from the same shrimp as included in the Shrimp Trays – which containers are each individually weighed and sold for a price based on the exact net weight and prescribed price per pound (currently approximately \$5.99).

36. Defendant sells millions of Shrimp Trays each year. Defendant’s customer members pay millions and millions of dollars for shrimp in Shrimp Trays that they never receive. That is hardly “fairness,” and that is hardly “transparency.” To the contrary, it is wrongful and deceptive. And it is illegal.

FIRST CLAIM FOR RELIEF

(Breach of Contract)

37. Plaintiff realleges and reincorporates herein each and every allegation set forth in the preceding paragraphs of this Class Action Complaint as if set forth verbatim.

38. A contract with a contract term that the shrimp in the Shrimp Tray has a “NET WT 16 oz (1.00 lb)” exists between Defendant and every customer who has purchased a Shrimp Tray.

39. Defendant has breached its contract with every customer who purchased a Shrimp Tray by selling each tray with less than the promised amount of shrimp.

40. Alternatively, Defendant’s sale of the Shrimp Trays without ever weighing the shrimp actually contained therein is a breach of the covenant of good faith and fair dealing implied under every contract under controlling law.

41. Plaintiff and the Class have been injured by Defendant’s breaches of contract alleged herein.

42. Defendant is liable for the damages sustained by Plaintiff and the Class in an amount to be determined at trial.

43. Additionally, Costco should be enjoined from selling its Shrimp Trays unless and until the Shrimp Trays are accurately and non-misleadingly labeled with an accurate measure and clear disclosure of the true weight of the shrimp that each Shrimp Tray contains, and/or enjoined to specifically perform its contracts with Plaintiff and Class with respect to Defendant's sale and their purchase of the Shrimp Trays.

SECOND CLAIM FOR RELIEF

(Violations of Washington Consumer Protection Act, RCW 19.86, et seq.)

44. Plaintiff realleges and reincorporates herein each and every allegation set forth in the preceding paragraphs of this Class Action Complaint as if set forth verbatim.

45. Defendant's conduct in connection with its sale of the Shrimp Trays under the facts alleged herein constitutes unfair and deceptive acts and practices in trade or commerce in violation of the Washington CPA.

46. Plaintiff and the Class have been injured by Defendant's unfair and deceptive acts and practices.

47. Defendant is liable for actual damages and/or treble damages sustained by Plaintiff and the Class member as allowable under the CPA, in an amount to be determined after trial, as well as the attorneys' fees, costs and expenses provided for under the CPA.

48. Additionally pursuant to the CPA, Defendant should be enjoined from selling its Shrimp Trays unless and until the Shrimp Trays are accurately and non-misleadingly labeled with an accurate measure and clear disclosure of the true weight of the shrimp that

each Shrimp Tray contains, and/or enjoined to specifically perform its contracts with Plaintiff and Class with respect to Defendant's sale and their purchase of the Shrimp Trays.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Class, prays for relief, and judgment in his favor, as follows:

A. Certifying this case as a class action pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), with Plaintiff certified as Class representative and Plaintiff's counsel certified as Class counsel;

B. Awarding compensatory and/or actual and/or treble damages, and/or disgorgement and/or restitution in favor of Plaintiff and the Class, in an amount to be determined at trial;

C. Declaring that Defendant's sale of the Shrimp Trays under the facts alleged herein is a breach Defendant's contracts with Plaintiff and the Class and violates the CPA;

D. Enjoining Defendant from selling its Shrimp Trays unless and until the Shrimp Trays are accurately and non-misleadingly labeled with an accurate measure and clear disclosure of the true weight of the shrimp that each Shrimp Tray contains, and/or enjoining Defendant to specifically perform its contracts with Plaintiff and Class with respect to Defendant's sale and their purchase of the Shrimp Trays;

E. Awarding the costs and disbursements incurred in connection with this Class Action, including reasonable attorneys' fees and expenses;

F. Awarding pre- and post-judgment interest; and

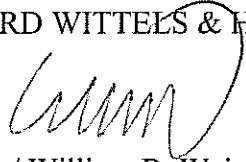
G. Granting such other and further relief as the Court deems just and proper.

JURY DEMAND

Plaintiff and the Class demand a trial by jury of all issues so triable.

Dated: New York, New York
March 9, 2009

SANFORD WITTELS & HEISLER, LLP



By: /s/ William R. Weinstein
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ATTORNEYS FOR PLAINTIFF
AND THE CLASS

OF COUNSEL:

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KIRTLAND & PACKARD
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(310) 536-1000

Exhibit A

SHRIMP TRAY WITH COCKTAIL SAUCE #18730

****INGREDIENTS****
 SHRIMP, LEMON WEDGES, LEAF LETTUCE, WATER, HIGH FRUCTOSE CORN SYRUP, TOMATO PASTE, DISTILLED VINEGAR, HORSE RADISH (HORSE RADISH, WATER, VINEGAR, SOYBEAN OIL, SALT, ARTIFICIAL FLAVOR), SALT. CONTAINS LESS THAN 2% OF THE FOLLOWING: MODIFIED FOOD STARCH, DEHYDRATED ONION, POTASSIUM SORBATE AND SODIUM BENZOATE (PRESERVATIVE) NATURAL & ARTIFICIAL FLAVORS, SPICE, PECTINASE

****ALLERGEN INFORMATION****
 ALLERGENS: SHELLFISH, SOY
 ****SHRIMP PREVIOUSLY FROZEN****

PRODUCED ON EQUIPMENT THAT ALSO PROCESSES PEANUTS & TREE NUTS.

PERISHABLE, KEEP REFRIGERATED UNTIL READY TO SERVE.

NET WT 16 oz (1.0016)

PACK DATE: 02/12/09 SELL BY: 02/14/09

CNT/QT	UNIT PRICE
1	\$9.99

TOTAL PRICE \$9.99



DISTRIBUTED BY
 COSTCO WHOLESALE CORP
 P.O. BOX 34535
 SEATTLE, WA 98124
 (800) 774-2678 U.S.

COSTCO #241 1 INDUSTRIAL LANE
 NEW ROCHELLE, NY 10805

KEEP REFRIGERATED UNTIL READY TO SERVE

THIS PRODUCT WAS PACKAGED FROM HIGHLY PURE AND PASSED AT LEAST TWO QUALITY CONTROL POINTS TO GUARANTEE THAT IT IS FREE FROM BACTERIA THAT COULD CAUSE ILLNESS IF THE PRODUCT IS REFRIGERATED. PLEASE REFRIGERATE IMMEDIATELY UPON RECEIVING THE PRODUCT AND FOLLOW THE INSTRUCTIONS ON THE LABEL. KEEP REFRIGERATED OR FROZEN. DO NOT REFRIGERATE OR MICROWAVE.

KEEP REFRIGERATED AND FROZEN SEPARATE FROM OTHER FOODS. WASH HANDS AND SURFACES. REFRIGERATION DOES NOT DESTROY BACTERIA. AND THIS PRODUCT IS NOT A SUBSTITUTE FOR A HEALTHY DIET.

COOK THOROUGHLY. REFRIGERATED PRODUCTS SHOULD BE REHEATED TO 165°F. (74°C) FOR 15 MINUTES OR LONGER.