

RUSTY LUCAS  
P.O. Box 422  
SANDUSKY, OHIO 44871

August 27, 2004

Red Baron Pizza  
115 West College Drive  
Marshall, MN 56258  
ATTN: Customer Relations

Dear Red Baron:

I am writing to ask you whether any of your pizza packers might have taken a bite out of a personal size pizza before sealing and freezing it. I recently purchased a pepperoni and cheese pizza that had a small rounded portion missing from the left side. Unfortunately the evidence has been eaten so I cannot provide that for your investigation. But this possibility that someone took a bite out of the pizza has raised many concerns with me and my family. AIDS is not an issue, because I know that you cannot contract that disease simply through saliva, but there are certain other hygenic concerns.

See, the kids have to eat pizza every Wednesday night. We actually have a legally binding contract with the kids designating Wednesday as pizza night every single week of the year. We had a local attorney draw up all the papers and even had the contract notarized. In exchange for a weekly pizza night, the kids have committed to varying levels of manual labor in the family candle shop. Each child works a certain number of hours based on their age and abilities and then they get a proportionate amount of pizza each Wednesday.

But we soon ran into arguments into what toppings to get on the pizzas and some of the children trying to get more than their fair share or eating slices ear marked for another child. It also turned into a hassle when each child was entitled to a different number of slices based on the work performed, so we signed an amendment to the contract which provided for personal individual pizzas for each child. That addendum was signed, but not notarized, but I don't think that fact will help me out even if it does invalidate the addendum.

The night that we opened your pizzas, including the one with the bite taken out of it, I had no other option and had to feel Heinrich the pizza with the bite. Now I am afraid that I may have breached the contract with the kids because, as Abraham pointed out, section 35.07 of the contract addendum states that each child shall have his or her own personal pizza pie with that child's selected toppings. No other person or pet shall eat any part of a pie not designated to that person. As you could see above, this clause was necessary to avoid any additional fighting on Pizza Night. Little did I know at the time that it would come back to haunt me like it has.

Anyway, I am now understandably concerned that Heinrich will institute a lawsuit against me for breach of contract since I essentially fed him a pizza that appeared to have been partially eaten by another person. Because this contract was drafted by a local attorney on behalf of my children and myself, for the mutual benefit of all parties, he has already informed me that if a breach of contract action is filed against me, he cannot serve as my legal counsel due to the potential conflict of interest. Of course the flip side of the coin is also true, he cannot handle Heinrich's side of filing and prosecuting the case, but the fact that Heinrich has already spoken to our attorney, independent of me, tells me that he is looking to file suit.

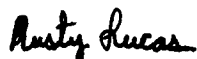
I was wondering, since the bite was taken out of the pizza before it was packaged and shipped, whether anyone in your corporate legal department could defend me in this case, should it get filed. If not, can you recommend anyone else?

The terms of the contract were supposed to protect each child only against other children or the family pet from eating their pizza. We never even considered that someone would take a bite out of a pizza before we ever prepared it and cooked it. But as the contract is written, it would seem that this is still a breach. So I also wonder if you could give me any feedback on other possible reasons for a bite shaped piece to go missing out of a personal pizza pie. Could it have been a malfunction or employee error at Red Baron? I am not trying to get anyone there in trouble, I am just looking for other reasonable explanations. Obviously the contract does not cover malfunctions or employee errors, so Heinrich would have no basis to sue me in those instances.

Sometimes I wish we had never left the Amish community. There is no such thing as lawyers and lawsuits when you live in the Amish community. But since we have all been put in the ban and excommunicated, there is no turning back now.

Please let me know if you can help.

Sincerely,

A handwritten signature in cursive script that reads "Rusty Lucas".

Rusty Lucas

p.s. Do you have any baseball caps that have your company logo on them? I would like to have a free one to wear in the hot sun. I have no use for the wide brimmed Amish hat that I used to wear as a younger lad. They were quite unflattering, not like the alluring bonnets that the ladies used to wear. But I really do fancy the way that baseball caps deflect the sunshine and accentuate my masculine facial features. If you like, I could provide you with an authentic hand dipped candle in exchange for the baseball cap. I could even craft it to your specific personal preferences. Happy birthday, Nanny! I miss you.