



Department of Justice  
Antitrust Division

*United States v. Reddy Ice LLC, et al.*  
Proposed Final Judgment and Competitive Impact Statement

Notice is hereby given pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)-(h), that a proposed Final Judgment, Stipulation, and Competitive Impact Statement have been filed with the United States District Court for the District of Columbia in *United States of America v. Reddy Ice LLC, et al.*, Civil Action No. 1:26-cv-271. On January 30, 2026, the United States filed a Complaint alleging that Stone Canyon Industries Holdings, LP's Reddy Ice LLC's ("Reddy Ice") proposed acquisition of Chill Parent Holdco, L.P.'s Chill Holdings, Inc. ("Arctic Glacier") would violate Section 7 of the Clayton Act, 15 U.S.C. § 18. The proposed Final Judgment, filed at the same time as the Complaint, requires Reddy Ice to divest assets in California, Massachusetts, New York, Oregon, and Washington to preserve competition for packaged ice sold to retail chains, airlines, and airline caterers in local markets.

Copies of the Complaint, proposed Final Judgment, and Competitive Impact Statement are available for inspection on the Antitrust Division's website at <http://www.justice.gov/atr> and at the Office of the Clerk of the United States District Court for the District of Columbia. Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by Department of Justice regulations.

Public comment is invited within 60 days of the date of this notice. Such comments, including the name of the submitter, and responses thereto, will be posted on the Antitrust Division's website, filed with the Court, and, under certain circumstances, published in the *Federal Register*. Comments should be submitted in English and directed to Jill Maguire, Acting Chief, Healthcare and Consumer Products Section,

Antitrust Division, Department of Justice, 450 Fifth Street NW, Suite 4100, Washington,

DC 20530 (email address: [ATR.Public-Comments-Tunney-Act-MB@usdoj.gov](mailto:ATR.Public-Comments-Tunney-Act-MB@usdoj.gov)).

---

Suzanne Morris  
Deputy Director Civil Enforcement Operations  
Antitrust Division

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,  
United States Department of Justice  
Antitrust Division  
450 Fifth Street NW, Suite 4100  
Washington, DC 20530,

*Plaintiff,*

v.

REDDY ICE LLC,  
5710 LBJ Freeway, Suite 300  
Dallas, TX, 75240,

STONE CANYON INDUSTRIES  
HOLDINGS, LP,  
1875 Century Park East, Suite 320  
Los Angeles, CA, 90067,

and

CHILL PARENT HOLDCO, L.P.,  
1001 Pennsylvania Ave NW, Suite 220S  
Washington, DC, 20003

*Defendants.*

Case No.: 1:26-cv-271-SLS

**COMPLAINT**

Reddy Ice seeks to acquire Arctic Glacier, combining the largest two producers of packaged ice in certain parts of the United States where they both compete. This proposed acquisition threatens to eliminate substantial head-to-head competition and risks increasing prices for packaged ice paid by retail chains in Oregon, Washington, and Imperial and Riverside counties in California, and also by airlines and airline caterers in the New York City and Boston metropolitan areas. The United States of America brings this civil action under Section 7 of the Clayton Act, 15 U.S.C. § 18, to enjoin this anticompetitive merger.

## I. INTRODUCTION

1. Found at backyard cookouts and on cross-country flights, packaged (or bagged) ice is a staple of American life. Packaged ice producers sell packaged ice to national, regional, and multi-regional retail chains, airlines, and airline caterers, among other customers. These large ice purchasers require high-quality service from packaged ice producers. Retail chains want ice reliably stocked in their stores, particularly during the summer months, and airlines need ice to serve their customers during in-flight beverage services.

2. Packaged ice producers, such as Reddy Ice and Arctic Glacier, deliver ice to their customers or customers' warehouses directly from their plants or distribution facilities. Reddy Ice and Arctic Glacier also contract with other ice producers, called co-packers, who manufacture and deliver ice to some of Reddy Ice's and Arctic Glacier's customers, typically to locations outside of Reddy Ice's and Arctic Glacier's facility footprints. Working with co-packers can keep down the costs of transport, which can be high due to packaged ice's high volume and weight relative to its sales price, as well as the expense of fuel and refrigeration.

3. The packaged ice industry has undergone significant consolidation resulting in there being three large packaged ice producers—Reddy Ice, Arctic Glacier, and Home City Ice—having largely complementary footprints in the United States, although they do overlap in some geographic areas. Reddy Ice's packaged ice facilities are located in the Southeast, South, and parts of the West and West Coast; Arctic Glacier's packaged ice facilities are located in the Northeast, parts of the Midwest, and on the West Coast; and Home City Ice's packaged ice facilities are located in the Midwest and in parts of the Mid-Atlantic and Southeast.

4. Competition between Reddy Ice and Arctic Glacier for the sale of packaged ice to large purchasers such as retail chains, airlines, and airline caterers has

resulted in lower prices and better service for these customers. The proposed acquisition would substantially lessen this competition, in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18, and should be enjoined.

## **II. THE DEFENDANTS AND THE PROPOSED TRANSACTION**

5. Reddy Ice is the largest producer of packaged ice in the United States with annual revenues of approximately \$511 million. It is headquartered in Dallas, Texas, and is owned by Stone Canyon Industries Holdings, LP. The company sells packaged ice in 37 states and the District of Columbia. It operates 100 ice manufacturing facilities and distribution facilities in the United States. Reddy Ice also owns approximately 2,320 in-store bagging machines that produce and package ice for retail chains like grocery stores and convenience stores.

6. Arctic Glacier is the third largest packaged ice producer in the United States with annual revenues of approximately \$306 million. It has dual headquarters in Bala Cynwyd, Pennsylvania, and Winnipeg, Canada. Arctic Glacier's ultimate parent entity is Chill Parent Holdco, L.P., which the Carlyle Group owns. Arctic Glacier sells its packaged ice in 19 states. It operates 57 ice manufacturing facilities and distribution facilities in the United States.

7. On July 3, 2025, Reddy Ice and Arctic Glacier executed a purchase agreement through which Reddy Ice will acquire Arctic Glacier for more than \$126.4 million but less than \$179.4 million.

## **III. THE RELEVANT MARKETS FOR EVALUATING THE PROPOSED TRANSACTION**

8. Commercial purchasers of packaged ice, such as large retail chains and other multi-location customers, strongly prefer to purchase from large producers with broad geographic footprints, such as Reddy Ice, Arctic Glacier, and Home City Ice. These producers operate at scale and are uniquely capable of serving these multi-location retail chains and other customers because they each have large regional networks with

dozens of manufacturing and distribution facilities. While there are hundreds of smaller local packaged ice producers, most have only a single facility and are therefore generally unable to compete for the business of multi-location customers.

9. Reddy Ice and Arctic Glacier compete for the sale of packaged ice in areas where they are both present, either with a manufacturing facility or through a co-packer. In assessing the likely effects of this transaction, the relevant markets are best defined by the type and locations of the customers purchasing the packaged ice. Those markets include (1) the sale of packaged ice to retail chains with stores in areas where the parties compete, and (2) the sale of packaged ice to airlines and airline caterers in areas where the parties compete.

**A. The Sale of Packaged Ice to Retail Chains in Oregon, Washington, and Imperial and Riverside Counties in California are Relevant Markets**

10. The sale of packaged ice to retail chains is a relevant product market. There are no reasonable substitutes for packaged ice sold to retail chains. For most retail chains, alternative ways of procuring ice—such as ice vending machines and self-supply—are not viable due to cost, capacity, and space limitations.

11. Packaged ice producers negotiate individual prices with retail chains for delivery of packaged ice to multiple stores. Retail chains with stores in locations where the parties compete can therefore be targeted for price increases. Similarly situated retail chains can be grouped together for analytical convenience to assess the competitive effects of the transaction. The relevant geographic markets in which retail chains will likely be harmed by the proposed transaction are the locations of these similarly situated targetable customers in Oregon, Washington, and Imperial and Riverside counties in California.

12. Retail chains in these markets generally do not consider small and single-location packaged ice producers as viable options, so they often rely on large packaged

ice producers with broad geographic footprints for packaged ice supply. Retail chains in these markets often prefer to contract with large packaged ice producers because they have the ability to serve stores across multiple geographies. Other reasons include volume discounts; proven ability to serve large customers; the administrative simplicity of fewer suppliers; and the ability of large packaged ice producers to supply back-up ice from alternative facilities.

13. A hypothetical monopolist supplier of packaged ice to retail chains in Oregon, Washington, and Imperial and Riverside counties in California would profitably increase prices by at least a small but significant non-transitory amount because retail chains in these areas have no practical alternative source of supply. Therefore, the sale of packaged ice to retail chains in Oregon, Washington, and Imperial and Riverside counties in California are relevant markets within the meaning of Section 7 of the Clayton Act.

**B. The Sale of Packaged Ice to Airlines and Airline Caterers in the Metropolitan Areas of Boston and New York City are Relevant Markets**

14. The sale of packaged ice to airlines and airline caterers is a relevant product market. There are no reasonable substitutes for packaged ice sold to airlines and airline caterers. Airlines and airline caterers buy packaged ice primarily to supply the ice used during in-flight beverage services. Unlike retail chains, most airlines and airline caterers purchase smaller, five-pound bags in heat-sealed bags, which require different machinery that many ice producers do not have, rather than the typical seven-pound (or larger) bags sold to retail chains. Ice vending machines and self-supply of packaged ice are not viable alternatives for most airlines and airline caterers due to cost, capacity, and space limitations.

15. Packaged ice producers negotiate individual prices with airlines and airline caterers for delivery to airports. Airlines and airline caterers in locations where the parties compete can therefore be targeted for price increases. Similarly situated airlines

and airline caterers can be grouped together to assess the effects of the transaction. The relevant geographic markets in which airlines and airline caterers will likely be harmed by the proposed transaction are the locations of these similarly situated targetable customers in the metropolitan areas of Boston and New York City.

16. Airlines and airline caterers in these markets generally do not consider small, local packaged ice producers as viable options, so they rely mainly on large packaged ice producers capable of producing high volumes of five-pound heat-sealed bags for packaged ice supply.

17. A hypothetical monopolist supplier of packaged ice to airlines and airline caterers in the metropolitan areas of Boston and New York City would profitably increase prices by at least a small but significant non-transitory amount because airlines and airline caterers in these areas have no practical alternative source of supply. Therefore, the sale of packaged ice to airlines and airline caterers in these areas are relevant markets within the meaning of Section 7 of the Clayton Act.

#### **IV. ANTICOMPETITIVE EFFECTS OF THE PROPOSED TRANSACTION**

18. The proposed transaction would combine Reddy Ice and Arctic Glacier, the largest packaged ice producers capable of servicing, whether directly or through co-packers, most retail chains, airlines, and airline caterers in the relevant geographic markets.

19. In each of the relevant markets, Reddy Ice and Arctic Glacier compete head to head to sell packaged ice. Competition between them lowers prices and improves service in the relevant markets. Many customers solicit bids from packaged ice producers and select the bidder that offers the best combination of service quality and price. Even customers who use less formal procurement processes benefit from the competition between these two large producers on price and quality of service.

20. Smaller local ice producers are typically not invited to bid on business from retail chains, airlines, or airline caterers. These customers can usually arrange more convenient supply to all of their locations, nationally or regionally, by contracting with larger packaged ice producers such as Reddy Ice and Arctic Glacier. Many of these customers are also reluctant to incur the additional risks and administrative costs of adding contracts with untested small producers that can only deliver locally.

21. Because the proposed transaction would eliminate head-to-head competition between Reddy Ice and Arctic Glacier and leave retail chains, airlines, and airline caterers in the relevant markets with few, if any, competitive alternatives, it is likely to significantly lessen competition and lead to higher prices, reduced service quality, or both.

#### **V. POTENTIAL ENTRY OR EXPANSION WOULD NOT OFFSET ANTICOMPETITIVE EFFECTS**

22. New entry and expansion by competitors are unlikely to be timely and sufficient to offset the proposed merger's likely anticompetitive effects. Barriers to entering the market at sufficient scale are high. Significant up-front capital is required to start a network of production facilities with the scale needed to meaningfully compete with the combined firm. There are also reputational barriers that prevent new entrants from replacing the lost competition between these large and established suppliers in a timely manner.

23. The proposed transaction is unlikely to generate verifiable, merger-specific efficiencies sufficient to reverse or outweigh the anticompetitive effects that are likely to occur as a result of the proposed transaction.

#### **VI. JURISDICTION AND VENUE**

24. The United States brings this action pursuant to Section 15 of the Clayton Act, as amended, 15 U.S.C. § 25, to prevent and restrain Defendants from violating Section 7 of the Clayton Act, as amended, 15 U.S.C. § 18.

25. Defendants sell packaged ice in the flow of interstate commerce and their sale of the product substantially affects interstate commerce, including in this judicial district. This court therefore has subject matter jurisdiction over this action pursuant to Section 15 of the Clayton Act, 15 U.S.C. § 25, and 28 U.S.C. §§ 1331, 1337(a), and 1345.

26. Both Defendants transact business in this judicial district. Venue is therefore proper in this judicial district under 28 U.S.C. §§ 1391(b) and (c).

## **VII. VIOLATION ALLEGED**

27. The United States hereby incorporates the allegations of paragraphs 1 through 26 above as if set forth fully herein.

28. The effect of the proposed transaction may be substantially to lessen competition in interstate trade and commerce, in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18.

29. Unless enjoined, the proposed transaction would likely have the following anticompetitive effects, among others:

- (a) Eliminating head-to-head competition between Defendants for packaged ice sold to retail chains, airlines, and airline caterers in the relevant markets;
- (b) Substantially lessening competition generally for packaged ice sold to retail chains, airlines, and airline caterers in the relevant markets;
- (c) Causing prices to be higher than they would be otherwise for packaged ice sold to retail chains, airlines, and airline caterers in the relevant markets; and
- (d) Reducing choice and quality of service for customers purchasing packaged ice in the relevant markets.

## **VIII. REQUEST FOR RELIEF**

30. The United States requests that this Court:
- (a) Adjudge and decree that Reddy Ice's acquisition of Arctic Glacier is unlawful and violates Section 7 of the Clayton Act, 15 U.S.C. § 18;
  - (b) Permanently enjoin and restrain Defendants and all persons acting on their behalf from consummating the proposed acquisition of Arctic Glacier by Reddy Ice, or from entering into or carrying out any contract, agreement, plan, or understanding, the effect of which would be to combine Arctic Glacier and Reddy Ice;
  - (c) Award the United States its costs for this action; and
  - (d) Award the United States such other and further relief as the Court deems just and proper.

Dated: January 30, 2026

Respectfully submitted,

**FOR PLAINTIFF UNITED STATES OF AMERICA:**

ABIGAIL A. SLATER (D.C. Bar  
#90027189)  
*Assistant Attorney General*

MARK H. HAMER (D.C. Bar #1048333)  
*Deputy Assistant Attorney General*

GEORGE C. NIERLICH (D.C. Bar  
#1004528)  
*Acting Director of Civil Enforcement  
(Mergers)*

JILL C. MAGUIRE (D.C. Bar #979595)  
*Acting Chief, Healthcare and Consumer  
Products Section*

MEAGHAN GRIFFITH (D.C. Bar  
#1034228)  
*Acting Assistant Chief, Healthcare and  
Consumer Products Section*

\_\_\_\_\_  
NATALIE MELADA\*  
NICOLE CULLEN  
JUSTIN DEMPSEY (D.C. Bar #425976)  
DAVID GROSSMAN (D.C. Bar  
#1601691)  
CHRIS HONG  
BARRY JOYCE  
STELLA MARTIN (D.C. Bar  
#90029539)

*Trial Attorneys*

U.S. Department of Justice  
Antitrust Division  
Healthcare and Consumer Products  
Section  
450 Fifth Street NW, Suite 4100  
Washington, DC 20530  
Tel.: (202) 705-9116  
Email: natalie.melada@usdoj.gov

\* LEAD ATTORNEY TO BE NOTICED

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

REDDY ICE LLC,

STONE CANYON INDUSTRIES  
HOLDINGS, LP,

and

CHILL PARENT HOLDCO, L.P.,

*Defendants.*

Case No.: 1:26-cv-271-SLS

**PROPOSED FINAL JUDGMENT**

WHEREAS, Plaintiff, United States of America, filed its Complaint on January 30, 2026;

AND WHEREAS, the United States and Defendants, Reddy Ice LLC, Stone Canyon Industries Holdings, LP, and Chill Parent Holdco, L.P., have consented to entry of this Final Judgment without the taking of testimony, without trial or adjudication of any issue of fact or law, and without this Final Judgment constituting any evidence against or admission by any party relating to any issue of fact or law;

AND WHEREAS, Defendants agree to make certain divestitures and to undertake certain actions related to the divestitures to remedy the loss of competition alleged in the Complaint;

AND WHEREAS, Defendants represent that the divestitures and other relief required by this Final Judgment can and will be made and that Defendants will not later raise a claim of hardship or difficulty as grounds for asking the Court to modify any provision of this Final Judgment;

NOW THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:

## **I. JURISDICTION**

The Court has jurisdiction over the subject matter of and each of the parties to this action. The Complaint states a claim upon which relief may be granted against Defendants under Section 7 of the Clayton Act (15 U.S.C. § 18).

## **II. DEFINITIONS**

As used in this Final Judgment:

- A. “Acquirer” or “Acquirers” means Columbia Basin Ice; Dee Zee Ice; Natuzzi Ice; Oregon Ice; San Diego Ice; or another entity or entities approved by the United States in its sole discretion to which Defendants divest the Divestiture Assets.
- B. “Acquirer of the California Divestiture Assets” means San Diego Ice or another entity approved by the United States in its sole discretion to which Defendants divest the California Divestiture Assets.
- C. “Acquirer of the Massachusetts Divestiture Assets” means Dee Zee Ice or another entity approved by the United States in its sole discretion to which Defendants divest the Massachusetts Divestiture Assets.
- D. “Acquirer of the New York Divestiture Assets” means Natuzzi Ice or another entity approved by the United States in its sole discretion to which Defendants divest the New York Divestiture Assets.
- E. “Acquirer of the Oregon Divestiture Assets” means Oregon Ice or another entity approved by the United States in its sole discretion to which Defendants divest the Oregon Divestiture Assets.

F. “Acquirer of the Washington Divestiture Assets” means Columbia Basin Ice or another entity approved by the United States in its sole discretion to which Defendants divest the Washington Divestiture Assets.

G. “Arctic Glacier” means Defendant Chill Parent Holdco, L.P., a limited partnership with its headquarters in Washington, DC and Chill Holdings, Inc., a Delaware corporation with its headquarters in Wilmington, DE, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

H. “California Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the manufacture and sale of packaged ice by Reddy Ice to customers and locations listed in Schedule 1 to this Final Judgment, except for the Excluded California Assets, including:

1. the lease effective August 21, 2017, between Shaba Investments, Inc. (formerly Leslie Whitted and Robert Whitted) and Reddy Ice LLC (formerly Reddy Ice Corporation) for the premises located at 462 North 8th Street, Brawley, CA 92227;
2. any real property, including fee simple interests, real property leasehold interests and renewal rights thereto, improvements to real property, and options to purchase any adjoining or other property, together with all buildings, facilities, and other structures;
3. all tangible personal property, including fixed assets, machinery and manufacturing equipment, tools, vehicles, inventory, materials, office equipment and furniture, computer hardware, and supplies;
4. all ice merchandisers provided to customers listed in Schedule 1 to this Final Judgment as of California Divestiture Date;

5. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including all pending sales and purchase orders for goods that have not yet been delivered as of California Divestiture Date, agreements with suppliers, manufacturers, distributors, co-packers, and retailers, and leases, and all outstanding offers or solicitations to enter into similar arrangements;

6. all licenses, permits, certifications, approvals, consents, registrations, waivers, and authorizations, including those issued or granted by any governmental organization, and all pending applications or renewals; and

7. all records and data, including (a) customer lists, locations, contact information, accounts, sales, and credit records for customers listed in Schedule 1 to this Final Judgment, (b) production, repair, maintenance, and performance records, and (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees.

I. “California Divestiture Date” means the date on which the California Divestiture Assets are divested to Acquirer of the California Divestiture Assets pursuant to this Final Judgment.

J. “California Personnel” means all full-time, part-time, or contract employees of Reddy Ice, wherever located, who worked at a facility in the California Divestiture Assets, at any time between January 1, 2026, and California Divestiture Date. The United States, in its sole discretion, will resolve any disagreement relating to which employees are California Personnel.

K. “Columbia Basin Ice” means Columbia Basin Ice, LLC, a Washington limited liability corporation with its headquarters in Kennewick, WA, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

L. “Dee Zee Ice” means Dee Zee Ice, LLC, a Connecticut limited liability corporation doing business as Diamond Ice with its headquarters in Southington, CT, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

M. “Divestiture Assets” means the California Divestiture Assets, the Massachusetts Divestiture Assets, the New York Divestiture Assets, the Oregon Divestiture Assets, and the Washington Divestiture Assets.

N. “Divestiture Date” means the date on which the Divestiture Assets are divested to Acquirers pursuant to this Final Judgment.

O. “Excluded California Assets” means ISB Assets; contracts of insurance, including any prepayments of premiums and cash surrender values, and all insurance proceeds or claims made by Defendants relating to property or equipment repaired, replaced, or restored by Defendants prior to California Divestiture Date; all rights of Defendants to any claims, causes of action, avoidance actions, or similar rights held by Defendants arising prior to California Divestiture Date; all cash and cash equivalents of Defendants on hand and/or in banks held by Defendants as of California Divestiture Date; any prepayment of taxes and other amounts and any right to any tax refund or credit applicable to the California Divestiture Assets arising prior to California Divestiture Date or attributable to a pre-California Divestiture Date period; all accounts receivable or notes receivable for services performed by Defendants in connection with the operation of California Divestiture Assets prior to California Divestiture Date, including unbilled accounts receivable prior to California Divestiture Date; any records, documents, or other information unrelated to California Personnel; any intellectual property of Defendants or their affiliates, including any rights in the “Reddy Ice” name or any deviations thereof; and any corporate records, governing documents, minutes and

stock record books, tax returns and corporate seals of Defendants unrelated to California Divestiture Assets.

P. “Excluded Massachusetts Assets” means ISB Assets; contracts of insurance, including any prepayments of premiums and cash surrender values, and all insurance proceeds or claims made by Defendants relating to property or equipment repaired, replaced, or restored by Defendants prior to Massachusetts Divestiture Date; all rights of Defendants to any claims, causes of action, avoidance actions, or similar rights held by Defendants arising prior to Massachusetts Divestiture Date; all cash and cash equivalents of Defendants on hand and/or in banks held by Defendants as of Massachusetts Divestiture Date; any prepayment of taxes and other amounts and any right to any tax refund or credit applicable to the Massachusetts Divestiture Assets arising prior to Massachusetts Divestiture Date or attributable to a pre-Massachusetts Divestiture Date period; all accounts receivable or notes receivable for services performed by Defendants in connection with the operation of Massachusetts Divestiture Assets prior to Massachusetts Divestiture Date, including unbilled accounts receivable prior to Massachusetts Divestiture Date; any intellectual property of Defendants or their affiliates, including any rights in the “Reddy Ice” name or any deviations thereof; and any corporate records, governing documents, minutes and stock record books, tax returns and corporate seals of Defendants unrelated to the Massachusetts Divestiture Assets.

Q. “Excluded New York Assets” means ISB Assets; contracts of insurance, including any prepayments of premiums and cash surrender values, and all insurance proceeds or claims made by Defendants relating to property or equipment repaired, replaced, or restored by Defendants prior to New York Divestiture Date; all rights of Defendants to any claims, causes of action, avoidance actions, or similar rights held by Defendants arising prior to New York Divestiture Date; all cash and cash equivalents of Defendants on hand and/or in banks held by Defendants as of New York Divestiture

Date; any prepayment of taxes and other amounts and any right to any tax refund or credit applicable to the New York Divestiture Assets arising prior to New York Divestiture Date or attributable to a pre-New York Divestiture Date period; all accounts receivable or notes receivable for services performed by Defendants in connection with the operation of New York Divestiture Assets prior to New York Divestiture Date, including unbilled accounts receivable prior to New York Divestiture Date; any intellectual property of Defendants or their affiliates, including any rights in the “Reddy Ice” name or any deviations thereof; and any corporate records, governing documents, minutes and stock record books, tax returns and corporate seals of Defendants unrelated to New York Divestiture Assets.

R. “Excluded Oregon Assets” means ISB Assets; contracts of insurance, including any prepayments of premiums and cash surrender values, and all insurance proceeds or claims made by Defendants relating to property or equipment repaired, replaced, or restored by Defendants prior to Oregon Divestiture Date; all rights of Defendants to any claims, causes of action, avoidance actions, or similar rights held by Defendants arising prior to Oregon Divestiture Date; all cash and cash equivalents of Defendants on hand and/or in banks held by Defendants as of Oregon Divestiture Date; any prepayment of taxes and other amounts and any right to any tax refund or credit applicable to the Oregon Divestiture Assets arising prior to Oregon Divestiture Date or attributable to a pre-Oregon Divestiture Date period; all accounts receivable or notes receivable for services performed by Defendants in connection with the operation of Oregon Divestiture Assets prior to Oregon Divestiture Date, including unbilled accounts receivable prior to Oregon Divestiture Date; any records, documents, or other information unrelated to Oregon Personnel; any intellectual property of Defendants or their affiliates, including any rights in the “Reddy Ice” name or any deviations thereof;

and any corporate records, governing documents, minutes and stock record books, tax returns and corporate seals of Defendants unrelated to the Oregon Divestiture Assets.

S. “Excluded Washington Assets” means ISB Assets; contracts of insurance, including any prepayments of premiums and cash surrender values, and all insurance proceeds or claims made by Defendants relating to property or equipment repaired, replaced, or restored by Defendants prior to Washington Divestiture Date; all rights of Defendants to any claims, causes of action, avoidance actions, or similar rights held by Defendants arising prior to Washington Divestiture Date; all cash and cash equivalents of Defendants on hand and/or in banks held by Defendants as of Washington Divestiture Date; any prepayment of taxes and other amounts and any right to any tax refund or credit applicable to the Washington Divestiture Assets arising prior to Washington Divestiture Date or attributable to a pre-Washington Divestiture Date period; all accounts receivable or notes receivable for services performed by Defendants in connection with the operation of Washington Divestiture Assets prior to Washington Divestiture Date, including unbilled accounts receivable prior to Washington Divestiture Date; any records, documents, or other information unrelated to Washington Personnel; any intellectual property of Defendants or their affiliates, including any rights in the “Reddy Ice” name or any deviations thereof; and any corporate records, governing documents, minutes and stock record books, tax returns and corporate seals of Defendants unrelated to Washington Divestiture Assets.

T. “Ice merchandiser” means a commercial refrigeration unit designed to store and display ice at a customer location.

U. “Including” means including, but not limited to.

V. “In-Store Bagging Asset” or “ISB Asset” means an automated, self-contained machine that produces and packages (fills and seals) bags of packaged ice at a customer location.

W. “Massachusetts Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the manufacture and sale of packaged ice to customers and locations listed in Schedule 2 to this Final Judgment, except for the Excluded Massachusetts Assets, including:

1. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including all pending sales and purchase orders for goods that have not yet been delivered as of Massachusetts Divestiture Date, agreements with suppliers, manufacturers, distributors, co-packers, and retailers, and all outstanding offers or solicitations to enter into similar arrangements;

2. all records and data, including (a) customer lists, locations, contact information, accounts, sales, and credit records for customers listed in Schedule 2 to this Final Judgment, (b) production, repair, maintenance, and performance records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees; and

3. all ice merchandisers provided to customers listed in Schedule 2 to this Final Judgment as of Massachusetts Divestiture Date.

X. “Massachusetts Divestiture Date” means the date on which the Massachusetts Divestiture Assets are divested to Acquirer of the Massachusetts Divestiture Assets pursuant to this Final Judgment.

Y. “Natuzzi Ice” means Natuzzi Ice, Inc., a New York corporation with its headquarters in Springfield Gardens, NY, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

Z. “New York Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the manufacture and sale of packaged ice to customers and locations listed in Schedule 3 to this Final Judgment, except for the Excluded New York Assets, including:

1. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including all pending sales and purchase orders for goods that have not yet been delivered as of New York Divestiture Date, agreements with suppliers, manufacturers, distributors, co-packers, and retailers, and all outstanding offers or solicitations to enter into similar arrangements;

2. all records and data, including (a) customer lists, locations, contact information, accounts, sales, and credit records for customers listed in Schedule 3 to this Final Judgment, (b) production, repair, maintenance, and performance records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees; and

3. all ice merchandisers provided to customers listed in Schedule 3 to this Final Judgment as of New York Divestiture Date.

AA. “New York Divestiture Date” means the date on which the New York Divestiture Assets are divested to Acquirer of the New York Divestiture Assets pursuant to this Final Judgment.

BB. “Oregon Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the manufacture and sale of packaged ice to customers and locations listed in Schedule 4 to this Final Judgment, except for the Excluded Oregon Assets, including:

1. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including all pending sales and purchase orders for goods that have not yet been delivered as of Oregon Divestiture Date, agreements with suppliers, manufacturers, distributors, co-packers, and retailers, and all outstanding offers or solicitations to enter into similar arrangements;

2. all records and data, including (a) customers lists, locations, contact information, accounts, sales and credit records for customers listed in Schedule 4 to this Final Judgment, (b) production, repair, maintenance, and performance records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees; and

3. all ice merchandisers provided to customers listed in Schedule 4 to this Final Judgment as of Oregon Divestiture Date.

CC. “Oregon Divestiture Date” means the date on which the Oregon Divestiture Assets are divested to Acquirer of the Oregon Divestiture Assets pursuant to this Final Judgment.

DD. “Oregon Ice” means Oregon Ice Company, LLC, an Oregon limited liability corporation with its headquarters in Kennewick, WA, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

EE. “Oregon Personnel” means all full-time, part-time, or contract employees of Reddy Ice, wherever located, whose job responsibilities relate to ISB Assets and ice merchandisers in the Oregon Divestiture Assets, at any time between January 1, 2026, and Oregon Divestiture Date. The United States, in its sole discretion, will resolve any disagreement relating to which employees are Oregon Personnel.

FF. “Packaged ice” means ice packaged in bags sold for human consumption or other use.

GG. “Reddy Ice” means Reddy Ice LLC, a Nevada limited liability corporation with its headquarters in Dallas, TX, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures (but excluding the Excluded Affiliates), and their directors, officers, managers, agents, and employees.

HH. “San Diego Ice” means San Diego Ice Company, Inc., a California corporation doing business as San Diego Ice Company and California Ice Company, with its headquarters in San Diego, CA, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships, and joint ventures, and their directors, officers, managers, agents, and employees.

II. “Stone Canyon” means Stone Canyon Industries Holdings, LP, a Delaware limited partnership with its headquarters in Los Angeles, CA, its successors and assigns, and its directors, officers, managers, agents, and employees; *provided, however*, that, except for Reddy Ice and its subsidiaries, “Stone Canyon” does not include, and no provision of this Final Judgment applies to: (a) any direct or indirect portfolio companies of investment funds advised or managed by Stone Canyon or any of its affiliates; or (b) any fund associated with Stone Canyon or its affiliates (collectively, the “Excluded Affiliates”).

JJ. “Washington Divestiture Assets” means all of Defendants’ rights, titles, and interests in and to all property and assets, tangible and intangible, wherever located, relating to or used in connection with the manufacture and sale of packaged ice by Reddy Ice to customers and locations listed in Schedule 5 to this Final Judgment, except for the Excluded Washington Assets, including:

1. the leases and subleases between Grosso Investments Mukilteo L.L.C. and Reddy Ice LLC for the premises located at 11431 Cyrus Way,

Mukilteo, WA 98275, Grosso Enterprises Tacoma L.L.C. and Reddy Ice LLC for the premises located at 9625 32nd Avenue Court South, Lakewood, WA 98499, and Mike Stafford and Reddy Ice LLC for the premises located at 4427 West Industrial Loop, Coeur d'Alene, ID 83815;

2. any real property, including fee simple interests, real property leasehold interests and renewal rights thereto, improvements to real property, and options to purchase any adjoining or other property, together with all buildings, facilities, and other structures;

3. all ice merchandisers provided to customers listed in Schedule 5 to this Final Judgment as of Washington Divestiture Date;

4. all tangible personal property, including fixed assets, machinery and manufacturing equipment, tools, vehicles, inventory, materials, office equipment and furniture, computer hardware, and supplies;

5. all contracts, contractual rights, and customer relationships, and all other agreements, commitments, and understandings, including all pending sales orders and purchase orders for goods that have not yet been delivered as of Washington Divestiture Date, agreements with suppliers, manufacturers, co-packers, and retailers, leases, and all outstanding offers or solicitations to enter into similar arrangements;

6. all licenses, permits, certifications, approvals, consents, registrations, waivers, and authorizations, including those issued or granted by any governmental organization, and all pending applications or renewals; and

7. all records and data, including (a) customer lists, locations, contact information, accounts, sales, and credit records for customers listed in Schedule 5 to this Final Judgment, (b) production, repair, maintenance, and performance

records, (c) manuals and technical information Defendants provide to their own employees, customers, suppliers, agents, or licensees.

KK. “Washington Divestiture Date” means the date on which the Washington Divestiture Assets are divested to Acquirer of the Washington Divestiture Assets pursuant to this Final Judgment.

LL. “Washington Personnel” means all full-time, part-time, or contract employees of Reddy Ice, wherever located, who worked at a facility in the Washington Divestiture Assets, at any time between January 1, 2026, and Washington Divestiture Date. The United States, in its sole discretion, will resolve any disagreement relating to which employees are Washington Personnel.

### **III. APPLICABILITY**

A. This Final Judgment applies to Reddy Ice and Arctic Glacier, as defined above, and all other persons in active concert or participation with any Defendant who receive actual notice of this Final Judgment.

B. If, prior to complying with Section IV, Section V, Section VI, Section VII, and Section VIII of this Final Judgment, Defendants sell or otherwise dispose of all or substantially all of their assets or of business units that include any Divestiture Assets, Defendants must require any purchaser to be bound by the provisions of this Final Judgment. Defendants need not obtain such an agreement from Acquirers.

### **IV. DIVESTITURE OF CALIFORNIA DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within 30 calendar days after the Court’s entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, to (1) divest the California Divestiture Assets in a manner consistent with this Final Judgment to San Diego Ice or another Acquirer acceptable to the United States, in its sole discretion, and (2) sever any existing manufacture, distribution, or co-pack agreement between Defendants and Acquirer of the California Divestiture Assets. The

United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, and customer relationships (or portions of such contracts, agreements, and customer relationships) included in the California Divestiture Assets, Defendants must assign or otherwise transfer all contracts, agreements, and customer relationships for customers and locations listed in Schedule 1 to this Final Judgment to Acquirer of the California Divestiture Assets within the deadlines set forth in Paragraph IV.A. of this Final Judgment; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or otherwise transfer, Defendants must use best efforts to accomplish the assignment or transfer. Defendants must not interfere with any negotiations between Acquirer of the California Divestiture Assets and a contracting party.

C. Defendants must use best efforts to divest the California Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the California Divestiture Assets.

D. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire California Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the California Divestiture Assets can and will be used by Acquirer of the California Divestiture Assets as part of a viable, ongoing business of the manufacture and sale of packaged ice and that the divestiture to Acquirer of the California Divestiture Assets will remedy the competitive harm alleged in the Complaint.

E. The divestiture of the California Divestiture Assets must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability, including

the necessary managerial, operational, technical, and financial capability, to compete effectively in the manufacture and sale of packaged ice.

F. The divestiture of the California Divestiture Assets must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer of the California Divestiture Assets and Defendants give Defendants the ability unreasonably to raise costs for Acquirer of the California Divestiture Assets, to lower efficiency of Acquirer of the California Divestiture Assets, or otherwise interfere in the ability of Acquirer of the California Divestiture Assets to compete effectively in the manufacture and sale of packaged ice.

G. In the event Defendants are attempting to divest the California Divestiture Assets to an Acquirer other than San Diego Ice, Defendants promptly must make known, by usual and customary means, the availability of the California Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the California Divestiture Assets that the California Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the California Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the California Divestiture Assets that are customarily provided in a due diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

H. Defendants must provide prospective Acquirers of the California Divestiture Assets with (1) access to make inspections of the California Divestiture Assets; (2) access to all environmental, zoning, and other permitting documents and

information relating to the California Divestiture Assets; and (3) access to all financial, operational, or other documents and information relating to the California Divestiture Assets that would customarily be provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the California Divestiture Assets, including on intangible property.

I. Defendants must cooperate with and assist Acquirer of the California Divestiture Assets in identifying and, at the option of Acquirer of the California Divestiture Assets, hiring all California Personnel, including:

1. Within 10 business days following the entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, Defendants must identify all California Personnel to Acquirer of the California Divestiture Assets and the United States, including by providing organization charts covering all California Personnel.

2. Within 10 business days following receipt of a request by Acquirer of the California Divestiture Assets, the United States, or the monitor, Defendants must provide to Acquirer of the California Divestiture Assets, the United States, or the monitor additional information relating to California Personnel, including name, job title, reporting relationships, past experience, responsibilities, training and educational histories, relevant certifications, and job performance evaluations. Defendants must also provide to Acquirer of the California Divestiture Assets, the United States, or the monitor information relating to current and accrued compensation and benefits of California Personnel, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to the California Personnel. If Defendants are barred by any applicable law from providing any of this information, Defendants must provide, within 10 business days following receipt of the

request, the requested information to the full extent permitted by law and also must provide a written explanation of Defendants' inability to provide the remaining information, including specifically identifying the provisions of the applicable laws.

3. At the request of Acquirer of the California Divestiture Assets, Defendants must promptly make California Personnel available for private interviews with Acquirer of the California Divestiture Assets during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by Acquirer of the California Divestiture Assets to employ any California Personnel. Interference includes offering to increase the compensation or improve the benefits of California Personnel unless (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to January 1, 2026 or (b) the offer is approved by the United States in its sole discretion. Defendants' obligations under this Paragraph IV.I.4. of this Final Judgment will expire 180 calendar days after California Divestiture Date.

5. For California Personnel who elect employment with Acquirer of the California Divestiture Assets within 180 calendar days of California Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements; vest and pay to the California Personnel (or to Acquirer of the California Divestiture Assets for payment to the employee) on a prorated basis any bonuses, incentives, other salary, benefits, or other compensation fully or partially accrued at the time of the transfer of the employee to Acquirer of the California Divestiture Assets; vest any unvested pension and other equity rights; and provide all other benefits that those California Personnel otherwise would have been provided had the California Personnel continued employment with Defendants, including any retention bonuses or payments. Defendants may maintain reasonable restrictions on disclosure by California Personnel of Defendants' proprietary

non-public information that is unrelated to the California Divestiture Assets and not otherwise required to be disclosed by this Final Judgment.

6. Non-Solicitation: For a period of six months from California Divestiture Date, Defendants may not solicit to re-hire California Personnel who were hired by Acquirer of the California Divestiture Assets unless (a) an individual is terminated or laid off by Acquirer of the California Divestiture Assets or (b) Acquirer of the California Divestiture Assets agrees in writing that Defendants may solicit to re-hire that individual. Nothing in this Paragraph IV.I.6. prohibits Defendants from advertising employment openings using general solicitations or advertisements and re-hiring California Personnel who apply for an employment opening through a general solicitation or advertisement.

J. Defendants must warrant to Acquirer of the California Divestiture Assets that (1) the California Divestiture Assets will be operational and without material defect on the date of their transfer to Acquirer of the California Divestiture Assets; (2) there are no material defects in the environmental, zoning, or other permits relating to the operation of the California Divestiture Assets; and (3) Defendants have disclosed all encumbrances on any part of the California Divestiture Assets, including on intangible property. Following the sale of the California Divestiture Assets, Defendants must not undertake, directly or indirectly, challenges to the environmental, zoning, or other permits relating to the operation of the California Divestiture Assets.

K. Defendants must use best efforts to assist Acquirer of the California Divestiture Assets to obtain all necessary licenses, registrations, and permits to operate the California Divestiture Assets. Until Acquirer of the California Divestiture Assets obtains the necessary licenses, registrations, and permits, Defendants must provide Acquirer of the California Divestiture Assets with the benefit of Defendants' licenses, registrations, and permits to the full extent permissible by law.

L. Supply Contracts: At the option of Acquirer of the California Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before California Divestiture Date, Defendants must enter into a supply contract or contracts for packaged ice sufficient to meet the needs of Acquirer of the California Divestiture Assets to supply packaged ice to the customers and locations listed in Schedule 1 to this Final Judgment, as determined by Acquirer of the California Divestiture Assets, for a period of up to one year, on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of Acquirer of the California Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contract for the supply of packaged ice, on terms and conditions reasonably related to market conditions for the supply of packaged ice, for a total of up to an additional two years. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the California Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the California Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

M. Transition Services: At the option of Acquirer of the California Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before California Divestiture Date, Defendants must enter into a contract to provide transition services for back office, accounting, invoicing, customer service, employee health and safety, and information technology services and support for a period of up to 180 calendar days on terms and conditions reasonably related to market conditions for the

provision of the transition services. At the option of Acquirer of the California Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional 180 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer of the California Divestiture Assets seeks an extension of the term of any contract for transition services, Defendants must notify the United States in writing at least 30 calendar days prior to the date the contract expires. Acquirer of the California Divestiture Assets may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty upon 30 calendar days written notice. The employees of Defendants tasked with providing transition services to Acquirer of the California Divestiture Assets must not share any competitively sensitive information of Acquirer of the California Divestiture Assets with any other employee of Defendants.

N. Non-Compete: For a period of one year following California Divestiture Date, Defendants must not sell any packaged ice to customers listed in Schedule 1 to this Final Judgment.

O. No Customer Solicitation: For a period of three years following California Divestiture Date, Defendants must not initiate customer-specific communications to solicit any customer for the portion of that customer's business covered by a contract, agreement, or relationship (or portion thereof) that is included in Schedule 1 to this Final Judgment; *provided, however*, that (1) starting one year following California Divestiture Date, Defendants may respond to inquiries initiated by customers and enter into negotiations at the request of such customers (including responding to

requests for quotation or proposal) to supply any business, whether or not such business was included in the California Divestiture Assets; and (2) Defendants must maintain a log of telephonic, electronic, in-person, and other communications that constitute inquiries or requests from customers included in the California Divestiture Assets and make it available to the United States or the monitor for inspection upon request.

P. If any term of an agreement between Defendants and Acquirer of the California Divestiture Assets, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

#### **V. DIVESTITURE OF MASSACHUSETTS DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within 30 calendar days after the Court's entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, to (1) divest the Massachusetts Divestiture Assets in a manner consistent with this Final Judgment to Dee Zee Ice or another Acquirer acceptable to the United States, in its sole discretion, and (2) sever any existing manufacture, distribution, or co-pack agreement between Defendants and Acquirer of the Massachusetts Divestiture Assets. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, and customer relationships (or portions of such contracts, agreements, and customer relationships) included in the Massachusetts Divestiture Assets, Defendants must assign or otherwise transfer all contracts, agreements, and customer relationships for customers and locations listed in Schedule 2 to this Final Judgment to Acquirer of the Massachusetts Divestiture Assets within the deadlines set forth in Paragraph V.A. of this Final Judgment; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or

otherwise transfer, Defendants must use best efforts to accomplish the assignment or transfer. Defendants must not interfere with any negotiations between Acquirer of the Massachusetts Divestiture Assets and a contracting party.

C. Defendants must use best efforts to divest the Massachusetts Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the Massachusetts Divestiture Assets.

D. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Massachusetts Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Massachusetts Divestiture Assets can and will be used by Acquirer of the Massachusetts Divestiture Assets as part of a viable, ongoing business of the manufacture and sale of packaged ice and that the divestiture to Acquirer of the Massachusetts Divestiture Assets will remedy the competitive harm alleged in the Complaint.

E. The divestiture of the Massachusetts Divestiture Assets must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability, including the necessary managerial, operational, technical, and financial capability, to compete effectively in the manufacture and sale of packaged ice.

F. The divestiture of the Massachusetts Divestiture Assets must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer of the Massachusetts Divestiture Assets and Defendants give Defendants the ability unreasonably to raise costs for Acquirer of the Massachusetts Divestiture Assets, to lower efficiency of Acquirer of the Massachusetts Divestiture Assets, or otherwise interfere in the ability of Acquirer of the

Massachusetts Divestiture Assets to compete effectively in the manufacture and sale of packaged ice.

G. In the event Defendants are attempting to divest the Massachusetts Divestiture Assets to an Acquirer other than Dee Zee Ice, Defendants promptly must make known, by usual and customary means, the availability of the Massachusetts Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the Massachusetts Divestiture Assets that the Massachusetts Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the Massachusetts Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the Massachusetts Divestiture Assets that are customarily provided in a due diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

H. Defendants must provide prospective Acquirers of the Massachusetts Divestiture Assets with (1) access to make inspections of the Divestiture Assets; and (2) access to all financial, operational, or other documents and information relating to the Massachusetts Divestiture Assets that would customarily be provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the Massachusetts Divestiture Assets, including on intangible property.

I. Defendants must warrant to Acquirer of the Massachusetts Divestiture Assets that (1) the Massachusetts Divestiture Assets will be operational and without material defect on the date of their transfer to Acquirer of the Massachusetts Divestiture

Assets and (2) Defendants have disclosed all encumbrances on any part of the Massachusetts Divestiture Assets, including on intangible property.

J. Supply Contracts: At the option of Acquirer of the Massachusetts Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Massachusetts Divestiture Date, Defendants must enter into a supply contract or contracts for packaged ice sufficient to meet the needs of Acquirer of the Massachusetts Divestiture Assets to supply packaged ice to the customers and locations listed in Schedule 2 to this Final Judgment, as determined by Acquirer of the Massachusetts Divestiture Assets, for a period of up to one year, for the supply of packaged ice on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of Acquirer of the Massachusetts Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for packaged ice, on terms and conditions reasonably related to market conditions for the supply of packaged ice, for a total of up to two years. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the Massachusetts Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the Massachusetts Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

K. Transition Services: At the option of Acquirer of the Massachusetts Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Massachusetts Divestiture Date, Defendants must enter into a contract to provide transition services for back office, accounting, invoicing, customer service, and

information technology services and support for a period of up to 180 calendar days on terms and conditions reasonably related to market conditions for the provision of the transition services. At the option of Acquirer of the Massachusetts Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional 180 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer of the Massachusetts Divestiture Assets seeks an extension of the term of any contract for transition services, Defendants must notify the United States in writing at least 30 calendar days prior to the date the contract expires. Acquirer of the Massachusetts Divestiture Assets may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty upon 30 calendar days written notice. The employees of Defendants tasked with providing transition services to Acquirer of the Massachusetts Divestiture Assets must not share any competitively sensitive information of Acquirer of the Massachusetts Divestiture Assets with any other employee of Defendants.

L. Non-Compete: For a period of one year following Massachusetts Divestiture Date, Defendants must not sell any packaged ice to customers listed in Schedule 2 to this Final Judgment.

M. No Customer Solicitation: For a period of three years following Massachusetts Divestiture Date, Defendants must not initiate customer-specific communications to solicit any customer for the portion of that customer's business covered by a contract, agreement, or relationship (or portion thereof) that is included in Schedule 2 to this Final Judgment; *provided, however*, that (1) Defendants may respond

to inquiries initiated by customers and enter into negotiations at the request of such customers (including responding to requests for quotation or proposal) to supply any business, whether or not such business was included in the Massachusetts Divestiture Assets; and (2) Defendants must maintain a log of telephonic, electronic, in-person, and other communications that constitute inquiries or requests from customers included in the Massachusetts Divestiture Assets and make it available to the United States for inspection upon request.

N. If any term of an agreement between Defendants and Acquirer of the Massachusetts Divestiture Assets, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

## **VI. DIVESTITURE OF NEW YORK DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within 30 calendar days after the Court's entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, to (1) divest the New York Divestiture Assets in a manner consistent with this Final Judgment to Natuzzi Ice or another Acquirer acceptable to the United States, in its sole discretion, and (2) sever any existing manufacture, distribution, or co-pack agreement between Defendants and Acquirer of the New York Divestiture Assets. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, and customer relationships (or portions of such contracts, agreements, and customer relationships) included in the New York Divestiture Assets, Defendants must assign or otherwise transfer all contracts, agreements, and customer relationships for customers and locations listed in Schedule 3 to this Final Judgment to Acquirer of the New York Divestiture Assets within the

deadlines set forth in Paragraph VI.A. of this Final Judgment; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or otherwise transfer, Defendants must use best efforts to accomplish the assignment or transfer. Defendants must not interfere with any negotiations between Acquirer of the New York Divestiture Assets and a contracting party.

C. Defendants must use best efforts to divest the New York Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the New York Divestiture Assets.

D. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire New York Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the New York Divestiture Assets can and will be used by Acquirer of the New York Divestiture Assets as part of a viable, ongoing business of the manufacture and sale of packaged ice and that the divestiture to Acquirer of the New York Divestiture Assets will remedy the competitive harm alleged in the Complaint.

E. The divestiture of the New York Divestiture Assets must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability, including the necessary managerial, operational, technical, and financial capability, to compete effectively in the manufacture and sale of packaged ice.

F. The divestiture of the New York Divestiture Assets must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer of the New York Divestiture Assets and Defendants give Defendants the ability unreasonably to raise costs for Acquirer of the New York Divestiture Assets, to lower efficiency of Acquirer of the New York Divestiture Assets,

or otherwise interfere in the ability of Acquirer of the New York Divestiture Assets to compete effectively in the manufacture and sale of packaged ice.

G. In the event Defendants are attempting to divest the New York Divestiture Assets to an Acquirer other than Natuzzi Ice, Defendants promptly must make known, by usual and customary means, the availability of the New York Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the New York Divestiture Assets that the New York Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the New York Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the New York Divestiture Assets that are customarily provided in a due diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

H. Defendants must provide prospective Acquirers of the New York Divestiture Assets with (1) access to make inspections of the New York Divestiture Assets; and (2) access to all financial, operational, or other documents and information relating to the New York Divestiture Assets that would customarily be provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the New York Divestiture Assets, including on intangible property.

I. Defendants must warrant to Acquirer of the New York Divestiture Assets that (1) the New York Divestiture Assets will be operational and without material defect on the date of their transfer to Acquirer of the New York Divestiture Assets and

(2) Defendants have disclosed all encumbrances on any part of the New York Divestiture Assets, including on intangible property.

J. Supply Contracts: At the option of Acquirer of the New York Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before New York Divestiture Date, Defendants must enter into a supply contract or contracts for packaged ice sufficient to meet the needs of Acquirer of the New York Divestiture Assets to supply packaged ice to the customers and locations listed in Schedule 3 to this Final Judgment, as determined by Acquirer of the New York Divestiture Assets, for a period of up to one year, on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of Acquirer of the New York Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contract for the supply of packaged ice at cost for a total of up to two years. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the New York Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the New York Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

K. Transition Services: At the option of Acquirer of the New York Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before New York Divestiture Date, Defendants must enter into a contract to provide transition services for back office, accounting, invoicing, customer service, and information technology services and support for a period of up to 180 calendar days on terms and conditions reasonably related to market conditions for the provision of the

transition services. At the option of Acquirer of the New York Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional 180 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer of the New York Divestiture Assets seeks an extension of the term of any contract for transition services, Defendants must notify the United States in writing at least 30 calendar days prior to the date the contract expires. Acquirer of the New York Divestiture Assets may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty upon 30 calendar days written notice. The employees of Defendants tasked with providing transition services to Acquirer of the New York Divestiture Assets must not share any competitively sensitive information of Acquirer of the New York Divestiture Assets with any other employee of Defendants.

L. Non-Compete: For a period of one year following New York Divestiture Date, Defendants must not sell any packaged ice to customers listed in Schedule 3 to this Final Judgment.

M. No Customer Solicitation: For a period of three years following New York Divestiture Date, Defendants must not initiate customer-specific communications to solicit any customer for the portion of that customer's business covered by a contract, agreement, or relationship (or portion thereof) that is included in Schedule 3 to this Final Judgment; *provided, however*, that (1) Defendants may respond to inquiries initiated by customers and enter into negotiations at the request of such customers (including responding to requests for quotation or proposal) to supply any business, whether or not such business was included in the New York Divestiture Assets; and (2) Defendants must

maintain a log of telephonic, electronic, in-person, and other communications that constitute inquiries or requests from customers included in the New York Divestiture Assets and make it available to the United States for inspection upon request.

N. If any term of an agreement between Defendants and Acquirer of the New York Divestiture Assets, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

## **VII. DIVESTITURE OF OREGON DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within 30 calendar days after the Court's entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, to (1) divest the Oregon Divestiture Assets in a manner consistent with this Final Judgment to Oregon Ice or another Acquirer acceptable to the United States, in its sole discretion, and (2) sever any existing manufacture, distribution, or co-pack agreement between Defendants and Acquirer of the Oregon Divestiture Assets. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, and customer relationships (or portions of such contracts, agreements, and customer relationships) included in the Oregon Divestiture Assets, Defendants must assign or otherwise transfer all contracts, agreements, and customer relationships for customers and locations listed in Schedule 4 to this Final Judgment to Acquirer within the deadlines set forth in Paragraph VII.A. of this Final Judgment; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or otherwise transfer, Defendants must use best efforts to accomplish the assignment or transfer. Defendants must not interfere with any negotiations between Acquirer of the Oregon Divestiture Assets and a contracting party.

C. At the option of Acquirer of the Oregon Divestiture Assets, Defendants must grant Acquirer of the Oregon Divestiture Assets a rent-free and royalty-free right to use ISB Assets located at customer locations in Schedule 4 to this Final Judgment for a period of three years. At written request from Acquirer of the Oregon Divestiture Assets, Defendants must remove ISB Assets from any requested customer location within 30 calendar days or provide written confirmation to Acquirer of the Oregon Divestiture Assets to remove and dispose of ISB Assets.

D. Defendants must use best efforts to divest the Oregon Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the Oregon Divestiture Assets.

E. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Oregon Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Oregon Divestiture Assets can and will be used by Acquirer of the Oregon Divestiture Assets as part of a viable, ongoing business of manufacture and sale of packaged ice and that the divestiture to Acquirer of the Oregon Divestiture Assets will remedy the competitive harm alleged in the Complaint.

F. The divestiture of the Oregon Divestiture Assets must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability, including the necessary managerial, operational, technical, and financial capability, to compete effectively in the manufacture and sale of packaged ice.

G. The divestiture of the Oregon Divestiture Assets must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer of the Oregon Divestiture Assets and Defendants give Defendants the ability unreasonably to raise costs for Acquirer of the Oregon Divestiture

Assets, to lower efficiency of Acquirer of the Oregon Divestiture Assets, or otherwise interfere in the ability of Acquirer of the Oregon Divestiture Assets to compete effectively in the manufacture and sale of packaged ice.

H. In the event Defendants are attempting to divest the Oregon Divestiture Assets to an Acquirer other than Oregon Ice, Defendants promptly must make known, by usual and customary means, the availability of the Oregon Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the Oregon Divestiture Assets that the Oregon Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the Oregon Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the Oregon Divestiture Assets that are customarily provided in a due diligence process; *provided, however*, that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

I. Defendants must provide prospective Acquirers of the Oregon Divestiture Assets with (1) access to make inspections of the Oregon Divestiture Assets; and (2) access to all financial, operational, or other documents and information relating to the Oregon Divestiture Assets that would customarily be provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the Oregon Divestiture Assets, including on intangible property.

J. Defendants must cooperate with and assist Acquirer of the Oregon Divestiture Assets in identifying and, at the option of Acquirer of the Oregon Divestiture Assets, hiring all Oregon Personnel, including:

1. Within 10 business days following the entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, Defendants must identify all Oregon Personnel to Acquirer of the Oregon Divestiture Assets and the United States, including by providing organization charts covering all Oregon Personnel.

2. Within 10 business days following receipt of a request by Acquirer of the Oregon Divestiture Assets, the United States, or the monitor, Defendants must provide to Acquirer of the Oregon Divestiture Assets, the United States, or the monitor additional information relating to Oregon Personnel, including name, job title, reporting relationships, past experience, responsibilities, training and educational histories, relevant certifications, and job performance evaluations. Defendants must also provide to Acquirer of the Oregon Divestiture Assets, the United States, or the monitor information relating to current and accrued compensation and benefits of Oregon Personnel, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to the Oregon Personnel. If Defendants are barred by any applicable law from providing any of this information, Defendants must provide, within 10 business days following receipt of the request, the requested information to the full extent permitted by law and also must provide a written explanation of Defendants' inability to provide the remaining information, including specifically identifying the provisions of the applicable laws.

3. At the request of Acquirer of the Oregon Divestiture Assets, Defendants must promptly make Oregon Personnel available for private interviews with Acquirer of the Oregon Divestiture Assets during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by Acquirer of the Oregon Divestiture Assets to employ any Oregon Personnel. Interference includes

offering to increase the compensation or improve the benefits of Oregon Personnel unless (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to January 1, 2026 or (b) the offer is approved by the United States in its sole discretion. Defendants' obligations under this Paragraph VII.J.4. of this Final Judgment will expire 180 calendar days after Oregon Divestiture Date.

5. For Oregon Personnel who elect employment with Acquirer of the Oregon Divestiture Assets within 180 calendar days of Oregon Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements; vest and pay to the Oregon Personnel (or to Acquirer of the Oregon Divestiture Assets for payment to the employee) on a prorated basis any bonuses, incentives, other salary, benefits, or other compensation fully or partially accrued at the time of the transfer of the employee to Acquirer of the Oregon Divestiture Assets; vest any unvested pension and other equity rights; and provide all other benefits that those Oregon Personnel otherwise would have been provided had the Oregon Personnel continued employment with Defendants, including any retention bonuses or payments. Defendants may maintain reasonable restrictions on disclosure by Oregon Personnel of Defendants' proprietary non-public information that is unrelated to the Oregon Divestiture Assets and not otherwise required to be disclosed by this Final Judgment.

6. Non-Solicitation: For a period of six months from Oregon Divestiture Date, Defendants may not solicit to re-hire Oregon Personnel who were hired by Acquirer of the Oregon Divestiture Assets unless (a) an individual is terminated or laid off by Acquirer of the Oregon Divestiture Assets or (b) Acquirer of the Oregon Divestiture Assets agrees in writing that Defendants may solicit to re-hire that individual. Nothing in this Paragraph VII.J.6. prohibits Defendants from advertising employment openings using general solicitations or advertisements and re-hiring Oregon Personnel who apply for an employment opening through a general solicitation or advertisement.

K. Defendants must warrant to Acquirer of the Oregon Divestiture Assets that (1) the Oregon Divestiture Assets will be operational and without material defect on the date of their transfer to Acquirer of the Oregon Divestiture Assets and (2) Defendants have disclosed all encumbrances on any part of the Oregon Divestiture Assets, including on intangible property.

L. Supply Contracts:

1. At the option of Acquirer of the Oregon Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Oregon Divestiture Date, Defendants must enter into a supply contract or contracts for parts for the maintenance of ISB Assets sufficient to meet the needs of Acquirer of the Oregon Divestiture Assets, as determined by Acquirer of the Oregon Divestiture Assets, for a period of up to three years, on terms and conditions reasonably related to market conditions for the supply of parts for the maintenance of ISB Assets. At the option of Acquirer of the Oregon Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional two years, on terms and conditions reasonably related to market conditions for the supply of parts for the maintenance of ISB Assets. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the Oregon Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the Oregon Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

2. At the option of Acquirer of the Oregon Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Oregon Divestiture Date, Defendants must enter into a supply contract or contracts for packaged ice sufficient to meet the needs of Acquirer of the Oregon Divestiture Assets to supply packaged ice to the customers and locations listed in Schedule 4 to this Final Judgment, as determined by Acquirer of the Oregon Divestiture Assets, for a period of up to one year, on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of Acquirer of the Oregon Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for the supply of packaged ice, on terms and conditions reasonably related to market conditions for the supply of packaged ice, for a total of up to an additional two years. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the Oregon Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the Oregon Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

M. Transition Services: At the option of Acquirer of the Oregon Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Oregon Divestiture Date, Defendants must enter into a contract to provide transition services for back office, accounting, invoicing, customer service, employee health and safety, and information technology services and support for a period of up to 180 calendar days on terms and conditions reasonably related to market conditions for the

provision of the transition services. At the option of Acquirer of the Oregon Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional 180 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer of the Oregon Divestiture Assets seeks an extension of the term of any contract for transition services, Defendants must notify the United States in writing at least 30 calendar days prior to the date the contract expires. Acquirer of the Oregon Divestiture Assets may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty upon 30 calendar days written notice. The employees of Defendants tasked with providing transition services to Acquirer of the Oregon Divestiture Assets must not share any competitively sensitive information of Acquirer of the Oregon Divestiture Assets with any other employee of Defendants.

N. Non-Compete: For a period of one year following Oregon Divestiture Date, Defendants must not sell any packaged ice to customers listed in Schedule 4 to this Final Judgment.

O. No Customer Solicitation: For a period of three years following Oregon Divestiture Date, Defendants must not initiate customer-specific communications to solicit any customer for the portion of that customer's business covered by a contract, agreement, or relationship (or portion thereof) that is included in Schedule 4 to this Final Judgment; *provided, however*, that (1) Defendants may respond to inquiries initiated by customers and enter into negotiations at the request of such customers (including responding to requests for quotation or proposal) to supply any business, whether or not

such business was included in the Oregon Divestiture Assets; and (2) Defendants must maintain a log of telephonic, electronic, in-person, and other communications that constitute inquiries or requests from customers included in the Oregon Divestiture Assets and make it available to the United States for inspection upon request.

P. If any term of an agreement between Defendants and Acquirer of the Oregon Divestiture Assets, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

### **VIII. DIVESTITURE OF WASHINGTON DIVESTITURE ASSETS**

A. Defendants are ordered and directed, within 30 calendar days after the Court's entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, to (1) divest the Washington Divestiture Assets in a manner consistent with this Final Judgment to Columbia Basin Ice or another Acquirer acceptable to the United States, in its sole discretion, and (2) sever any existing manufacture, distribution, or co-pack agreement between Defendants and Acquirer of the Washington Divestiture Assets. The United States, in its sole discretion, may agree to one or more extensions of this time period not to exceed 60 calendar days in total and will notify the Court of any extensions.

B. For all contracts, agreements, and customer relationships (or portions of such contracts, agreements, and customer relationships) included in the Washington Divestiture Assets, Defendants must assign or otherwise transfer all contracts, agreements, and customer relationships for customers and locations listed in Schedule 5 to this Final Judgment to Acquirer of the Washington Divestiture Assets within the deadlines set forth in Paragraph VIII.A. of this Final Judgment; *provided, however*, that for any contract or agreement that requires the consent of another party to assign or otherwise transfer, Defendants must use best efforts to accomplish the assignment or

transfer. Defendants must not interfere with any negotiations between Acquirer of the Washington Divestiture Assets and a contracting party.

C. At the option of Acquirer of the Washington Divestiture Assets, Defendants must grant Acquirer of the Washington Divestiture Assets a rent-free and royalty-free right to use ISB Assets located at customer locations in Schedule 5 to this Final Judgment for a period of three years. At written request from Acquirer of the Washington Divestiture Assets, Defendants must remove ISB Assets from any requested customer location within 30 calendar days or provide written confirmation to Acquirer of the Washington Divestiture Assets to remove and dispose of ISB Assets.

D. Defendants must use best efforts to divest the Washington Divestiture Assets as expeditiously as possible. Defendants must take no action that would jeopardize the completion of the divestiture ordered by the Court, including any action to impede the permitting, operation, or divestiture of the Washington Divestiture Assets.

E. Unless the United States otherwise consents in writing, divestiture pursuant to this Final Judgment must include the entire Washington Divestiture Assets and must be accomplished in such a way as to satisfy the United States, in its sole discretion, that the Washington Divestiture Assets can and will be used by Acquirer of the Washington Divestiture Assets as part of a viable, ongoing business of the manufacture and sale of packaged ice and that the divestiture to Acquirer of the Washington Divestiture Assets will remedy the competitive harm alleged in the Complaint.

F. The divestiture of the Washington Divestiture Assets must be made to an Acquirer that, in the United States' sole judgment, has the intent and capability, including the necessary managerial, operational, technical, and financial capability, to compete effectively in the manufacture and sale of packaged ice.

G. The divestiture of the Washington Divestiture Assets must be accomplished in a manner that satisfies the United States, in its sole discretion, that none of the terms of any agreement between Acquirer of the Washington Divestiture Assets and Defendants give Defendants the ability unreasonably to raise costs for Acquirer of the Washington Divestiture Assets, to lower efficiency of Acquirer of the Washington Divestiture Assets, or otherwise interfere in the ability of Acquirer of the Washington Divestiture Assets to compete effectively in the manufacture and sale of packaged ice.

H. In the event Defendants are attempting to divest the Washington Divestiture Assets to an Acquirer other than Columbia Basin Ice, Defendants promptly must make known, by usual and customary means, the availability of the Washington Divestiture Assets. Defendants must inform any person making an inquiry relating to a possible purchase of the Washington Divestiture Assets that the Washington Divestiture Assets are being divested in accordance with this Final Judgment and must provide that person with a copy of this Final Judgment. Defendants must offer to furnish to all prospective Acquirers of the Washington Divestiture Assets, subject to customary confidentiality assurances, all information and documents relating to the Washington Divestiture Assets that are customarily provided in a due diligence process; *provided, however,* that Defendants need not provide information or documents subject to the attorney-client privilege or work-product doctrine. Defendants must make all information and documents available to the United States at the same time that the information and documents are made available to any other person.

I. Defendants must provide prospective Acquirers of the Washington Divestiture Assets with (1) access to make inspections of the Washington Divestiture Assets; (2) access to all environmental, zoning, and other permitting documents and information relating to the Washington Divestiture Assets; and (3) access to all financial, operational, or other documents and information relating to the Washington Divestiture

Assets that would customarily be provided as part of a due diligence process. Defendants also must disclose all encumbrances on any part of the Washington Divestiture Assets, including on intangible property.

J. Defendants must cooperate with and assist Acquirer of the Washington Divestiture Assets in identifying and, at the option of Acquirer of the Washington Divestiture Assets, hiring all Washington Personnel, including:

1. Within 10 business days following the entry of the Asset Preservation/Hold Separate Stipulation and Order in this matter, Defendants must identify all Washington Personnel to Acquirer of the Washington Divestiture Assets and the United States, including by providing organization charts covering all Washington Personnel.

2. Within 10 business days following receipt of a request by Acquirer of the Washington Divestiture Assets, the United States, or the monitor, Defendants must provide to Acquirer of the Washington Divestiture Assets, the United States, or the monitor additional information relating to Washington Personnel, including name, job title, reporting relationships, past experience, responsibilities, training and educational histories, relevant certifications, and job performance evaluations. Defendants must also provide to Acquirer of the Washington Divestiture Assets, the United States, and the monitor information relating to current and accrued compensation and benefits of Washington Personnel, including most recent bonuses paid, aggregate annual compensation, current target or guaranteed bonus, if any, any retention agreement or incentives, and any other payments due, compensation or benefits accrued, or promises made to the Washington Personnel. If Defendants are barred by any applicable law from providing any of this information, Defendants must provide, within 10 business days following receipt of the request, the requested information to the full extent

permitted by law and also must provide a written explanation of Defendants' inability to provide the remaining information, including specifically identifying the provisions of the applicable laws.

3. At the request of Acquirer of the Washington Divestiture Assets, Defendants must promptly make Washington Personnel available for private interviews with Acquirer of the Washington Divestiture Assets during normal business hours at a mutually agreeable location.

4. Defendants must not interfere with any effort by Acquirer of the Washington Divestiture Assets to employ any Washington Personnel. Interference includes offering to increase the compensation or improve the benefits of Washington Personnel unless (a) the offer is part of a company-wide increase in compensation or improvement in benefits that was announced prior to January 1, 2026, or (b) the offer is approved by the United States in its sole discretion. Defendants' obligations under this Paragraph VIII.J.4. of this Final Judgment will expire 180 calendar days after Washington Divestiture Date.

5. For Washington Personnel who elect employment with Acquirer of the Washington Divestiture Assets within 180 calendar days of Washington Divestiture Date, Defendants must waive all non-compete and non-disclosure agreements; vest and pay to the Washington Personnel (or to Acquirer of the Washington Divestiture Assets for payment to the employee) on a prorated basis any bonuses, incentives, other salary, benefits, or other compensation fully or partially accrued at the time of the transfer of the employee to Acquirer of the Washington Divestiture Assets; vest any unvested pension and other equity rights; and provide all other benefits that those Washington Personnel otherwise would have been provided had the Washington Personnel continued employment with Defendants, including any retention bonuses or payments. Defendants may

maintain reasonable restrictions on disclosure by Washington Personnel of Defendants' proprietary non-public information that is unrelated to the Washington Divestiture Assets and not otherwise required to be disclosed by this Final Judgment.

6. Non-Solicitation: For a period of six months from Washington Divestiture Date, Defendants may not solicit to re-hire Washington Personnel who were hired by Acquirer of the Washington Divestiture Assets unless (a) an individual is terminated or laid off by Acquirer of the Washington Divestiture Assets or (b) Acquirer of the Washington Divestiture Assets agrees in writing that Defendants may solicit to re-hire that individual. Nothing in this Paragraph VIII.J.6. prohibits Defendants from advertising employment openings using general solicitations or advertisements and re-hiring Washington Personnel who apply for an employment opening through a general solicitation or advertisement.

K. Defendants must warrant to Acquirer of the Washington Divestiture Assets that (1) the Washington Divestiture Assets will be operational and without material defect on the date of their transfer to Acquirer of the Washington Divestiture Assets; (2) there are no material defects in the environmental, zoning, or other permits relating to the operation of the Washington Divestiture Assets; and (3) Defendants have disclosed all encumbrances on any part of the Washington Divestiture Assets, including on intangible property. Following the sale of the Washington Divestiture Assets, Defendants must not undertake, directly or indirectly, challenges to the environmental, zoning, or other permits relating to the operation of the Washington Divestiture Assets.

L. Defendants must use best efforts to assist Acquirer of the Washington Divestiture Assets to obtain all necessary licenses, registrations, and permits to operate the Washington Divestiture Assets. Until Acquirer of the Washington Divestiture Assets

obtains the necessary licenses, registrations, and permits, Defendants must provide Acquirer of the Washington Divestiture Assets with the benefit of Defendants' licenses, registrations, and permits to the full extent permissible by law.

M. Supply Contracts:

1. At the option of Acquirer of the Washington Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Washington Divestiture Date, Defendants must enter into a supply contract or contracts for parts for the maintenance of ISB Assets sufficient to meet the needs of Acquirer of the Washington Divestiture Assets, as determined by Acquirer of the Washington Divestiture, for a period of up to three years, on terms and conditions reasonably related to market conditions for the supply of parts for the maintenance of ISB Assets. At the option of Acquirer of the Washington Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional two years, on terms and conditions reasonably related to market conditions for the supply of parts for the maintenance of ISB Assets. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the Washington Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the Washington Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

2. At the option of Acquirer of the Washington Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before

Washington Divestiture Date, Defendants must enter into a supply contract or contracts for packaged ice sufficient to meet the needs of Acquirer of the Washington Divestiture Assets to supply packaged ice to the customers and locations listed in Schedule 5 to this Final Judgment, as determined by Acquirer of the Washington Divestiture, for a period of up to one year, for the supply of packaged ice on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of Acquirer of the Washington Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for the supply of packaged ice, on terms and conditions reasonably related to market conditions for the supply of packaged ice, for a total of up to an additional two years. Any amendment to or modification of any provision of any such supply contract or supply contract extension is subject to approval by the United States, in its sole discretion. If Acquirer of the Washington Divestiture Assets seeks an extension of the term of any supply contract, Defendants must notify the United States in writing at least 90 calendar days prior to the date the supply contract expires. Acquirer of the Washington Divestiture Assets may terminate a supply contract (including an extension of a supply contract), or any portion of a supply contract (including a portion of an extension of a supply contract), without cost or penalty upon 30 calendar days written notice.

N. Transition Services: At the option of Acquirer of the Washington Divestiture Assets, and subject to approval by the United States in its sole discretion, on or before Washington Divestiture Date, Defendants must enter into a contract to provide transition services for back office, accounting, invoicing, customer service, employee health and safety, and information technology services and support for a period of up to 180 calendar days on terms and conditions reasonably related to market conditions for the provision of the transition services. At the option of Acquirer of the Washington

Divestiture Assets, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional 180 calendar days, on terms and conditions reasonably related to market conditions for the provision of the transition services. Any amendment to or modification of any transition services contract or extension to a transition services contract is subject to approval by the United States, in its sole discretion. If Acquirer of the Washington Divestiture Assets seeks an extension of the term of any contract for transition services, Defendants must notify the United States in writing at least 30 calendar days prior to the date the contract expires. Acquirer of the Washington Divestiture Assets may terminate a contract (including an extension) for transition services, or any portion of a contract (including an extension) for transition services, without cost or penalty upon 30 calendar days written notice. The employees of Defendants tasked with providing transition services to Acquirer of the Washington Divestiture Assets must not share any competitively sensitive information of Acquirer of the Divestiture Assets with any other employee of Defendants.

O. Non-Compete: For a period of one year following Washington Divestiture Date, Defendants must not sell any packaged ice to customers listed in Schedule 5 to this Final Judgment.

P. No Customer Solicitation: For a period of three years following Washington Divestiture Date, Defendants must not initiate customer-specific communications to solicit any customer for the portion of that customer's business covered by a contract, agreement, or relationship (or portion thereof) that is included in Schedule 5 to this Final Judgment; *provided, however*, that (1) Defendants may respond to inquiries initiated by customers and enter into negotiations at the request of such customers (including responding to requests for quotation or proposal) to supply any business, whether or not such business was included in the Washington Divestiture

Assets; and (2) Defendants must maintain a log of telephonic, electronic, in-person, and other communications that constitute inquiries or requests from customers included in the Washington Divestiture Assets and make it available to the United States for inspection upon request.

Q. If any term of an agreement between Defendants and Acquirer of the Washington Divestiture Assets, including an agreement to effectuate the divestiture required by this Final Judgment, varies from a term of this Final Judgment, to the extent that Defendants cannot fully comply with both, this Final Judgment determines Defendants' obligations.

#### **IX. APPOINTMENT OF DIVESTITURE TRUSTEE**

A. If Defendants have not divested all of the Divestiture Assets within the periods specified in Paragraphs IV.A., V.A., VI.A., VII.A., and VIII.A. of this Final Judgment, Defendants must immediately notify the United States of that fact in writing. Upon application of the United States, which Defendants may not oppose, the Court will appoint a divestiture trustee selected by the United States and approved by the Court to effect the divestiture of any of the Divestiture Assets that have not been sold during the time periods specified in Paragraphs IV.A., V.A., VI.A., VII.A., and VIII.A. of this Final Judgment.

B. After the appointment of a divestiture trustee by the Court, only the divestiture trustee will have the right to sell those Divestiture Assets that the divestiture trustee has been appointed to sell. The divestiture trustee will have the power and authority to accomplish the divestitures to an Acquirer or Acquirers acceptable to the United States, in its sole discretion, at a price and on terms obtainable through reasonable effort by the divestiture trustee, subject to the provisions of Sections IV, V, VI, VII, and VIII of this Final Judgment, and will have other powers as the Court deems appropriate. The divestiture trustee must sell the Divestiture Assets as quickly as possible.

C. Defendants may not object to a sale by the divestiture trustee on any ground other than malfeasance by the divestiture trustee. Objections by Defendants must be conveyed in writing to the United States and the divestiture trustee within 10 calendar days after the divestiture trustee has provided the notice of proposed divestiture required by Section X in this Final Judgment.

D. The divestiture trustee will serve at the cost and expense of Defendants pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict of interest certifications, approved by the United States in its sole discretion.

E. The divestiture trustee may hire at the cost and expense of Defendants any agents or consultants, including investment bankers, attorneys, and accountants, that are reasonably necessary in the divestiture trustee's judgment to assist with the divestiture trustee's duties. These agents or consultants will be accountable solely to the divestiture trustee and will serve on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, approved by the United States in its sole discretion.

F. The compensation of the divestiture trustee and agents or consultants hired by the divestiture trustee must be reasonable in light of the value of the Divestiture Assets and based on a fee arrangement that provides the divestiture trustee with incentives based on the price and terms of the divestiture and the speed with which it is accomplished. If the divestiture trustee and Defendants are unable to reach agreement on the divestiture trustee's compensation or other terms and conditions of engagement within 14 calendar days of the appointment of the divestiture trustee by the Court, the United States, in its sole discretion, may take appropriate action, including by making a recommendation to the Court. Within three business days of hiring an agent or consultant, the divestiture trustee must provide written notice of the hiring and rate of compensation to Defendants and the United States.

G. The divestiture trustee must account for all monies derived from the sale of the Divestiture Assets by the divestiture trustee and all costs and expenses incurred. Within 30 calendar days of the Divestiture Date, the divestiture trustee must submit that accounting to the Court for approval. After approval by the Court of the divestiture trustee's accounting, including fees for unpaid services and those of agents or consultants hired by the divestiture trustee, all remaining money must be paid to Defendants, and the trust will then be terminated.

H. Defendants must use best efforts to assist the divestiture trustee to accomplish the required divestitures. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges, Defendants must provide the divestiture trustee and agents or consultants retained by the divestiture trustee with full and complete access to all personnel, books, records, and facilities of the Divestiture Assets. Defendants also must provide or develop financial and other information relevant to the Divestiture Assets that the divestiture trustee may reasonably request. Defendants must not take any action to interfere with or to impede the divestiture trustee's accomplishment of the divestitures.

I. The divestiture trustee must maintain complete records of all efforts made to sell the Divestiture Assets, including by filing monthly reports with the United States setting forth the divestiture trustee's efforts to accomplish the divestitures ordered by this Final Judgment. The reports must include the name, address, and telephone number of each person who, during the preceding month, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring any interest in the Divestiture Assets and must describe in detail each contact.

J. If the divestiture trustee has not accomplished the divestitures ordered by this Final Judgment within 180 calendar days of appointment, the divestiture trustee must

promptly provide the United States with a report setting forth: (1) the divestiture trustee's efforts to accomplish the required divestitures; (2) the reasons, in the divestiture trustee's judgment, why the required divestitures have not been accomplished; and (3) the divestiture trustee's recommendations for completing the divestitures. Following receipt of that report, the United States may make additional recommendations to the Court. The Court thereafter may enter such orders as it deems appropriate to carry out the purpose of this Final Judgment, which may include extending the trust and the term of the divestiture trustee's appointment by a period requested by the United States.

K. The divestiture trustee will serve until divestiture of all Divestiture Assets is completed or for a term otherwise ordered by the Court.

L. If the United States determines that the divestiture trustee is not acting diligently or in a reasonably cost-effective manner, the United States may recommend that the Court appoint a substitute divestiture trustee.

#### **X. NOTICE OF PROPOSED DIVESTITURE**

A. Within two business days following execution of a definitive divestiture agreement with an Acquirer other than Columbia Basin Ice for the Washington Divestiture Assets, Dee Zee Ice for the Massachusetts Divestiture Assets, Natuzzi Ice for the New York Divestiture Assets, Oregon Ice for the Oregon Divestiture Assets, or San Diego Ice for the California Divestiture Assets, Defendants or the divestiture trustee, whichever is then responsible for effecting the divestitures, must notify the United States of the proposed divestiture. If the divestiture trustee is responsible for completing the divestiture, the divestiture trustee also must notify Defendants. The notice must set forth the details of the proposed divestiture and list the name, address, and telephone number of each person not previously identified who offered or expressed an interest in or desire to acquire any ownership interest in the Divestiture Assets.

B. After receipt by the United States of the notice required by Paragraph X.A. of this Final Judgment, the United States may make one or more requests to Defendants or the divestiture trustee for additional information concerning the proposed divestiture, the proposed Acquirers, and other prospective Acquirers. Defendants and the divestiture trustee must furnish any additional information requested within 15 calendar days of the receipt of each request unless the United States provides written agreement to a different period.

C. Within 45 calendar days after receipt of the notice required by Paragraph X.A. of this Final Judgment or within 20 calendar days after the United States has been provided the additional information requested pursuant to Paragraph X.B. of this Final Judgment, whichever is later, the United States will provide written notice to Defendants and any divestiture trustee that states whether the United States, in its sole discretion, objects to any proposed Acquirer or any other aspect of the proposed divestitures. Without written notice that the United States does not object, a divestiture may not be consummated. If the United States provides written notice that it does not object, the divestiture may be consummated, subject only to Defendants' limited right to object to the sale under Paragraph IX.C. of this Final Judgment. Upon objection by Defendants pursuant to Paragraph IX.C. of this Final Judgment, a divestiture by the divestiture trustee may not be consummated unless approved by the Court.

## **XI. FINANCING**

Defendants may not finance all or any part of any Acquirer's purchase of all or part of the Divestiture Assets.

## **XII. ASSET PRESERVATION/HOLD SEPARATE OBLIGATIONS**

Defendants must take all steps necessary to comply with the Asset Preservation/Hold Separate Stipulation and Order entered by the Court.

### **XIII. AFFIDAVITS**

A. Within 20 calendar days of entry of the Asset Preservation/Hold Separate Stipulation and Order, and every 30 calendar days thereafter until the divestitures required by this Final Judgment have been completed, each Defendant must deliver to the United States an affidavit, signed by each Defendant's Chief Financial Officer and General Counsel (for Arctic Glacier) or Corporate Counsel (for Reddy Ice), describing in reasonable detail the fact and manner of that Defendant's compliance with this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

B. In the event Defendants are attempting to divest the Divestiture Assets to an Acquirer other than Columbia Basin Ice for the Washington Divestiture Assets, Dee Zee Ice for the Massachusetts Divestiture Assets, Natuzzi Ice for the New York Divestiture Assets, Oregon Ice for the Oregon Divestiture Assets, or San Diego Ice for the California Divestiture Assets, each affidavit required by Paragraph XIII.A. of this Final Judgment must include: (1) the name, address, and telephone number of each person who, during the preceding 30 calendar days, made an offer to acquire, expressed an interest in acquiring, entered into negotiations to acquire, or was contacted or made an inquiry about acquiring, an interest in the Divestiture Assets and describe in detail each contact with such persons during that period; (2) a description of the efforts Defendants have taken to solicit buyers for and complete the sale of the Divestiture Assets and to provide required information to prospective Acquirers; and (3) a description of any limitations placed by Defendants on information provided to prospective Acquirers. Objection by the United States to information provided by Defendants to prospective Acquirers must be made within 14 calendar days of receipt of the affidavit, except that the United States may object at any time if the information set forth in the affidavit is not true or complete.

C. Defendants must keep all records of any efforts made to divest the Divestiture Assets until one year after the Divestiture Date.

D. Within 20 calendar days of entry of the Asset Preservation/Hold Separate Stipulation and Order, each Defendant must deliver to the United States an affidavit signed by each Defendant's Chief Financial Officer and General Counsel (for Arctic Glacier) or Corporate Counsel (for Reddy Ice) that describes in reasonable detail all actions that Defendant has taken and all steps that Defendant has implemented on an ongoing basis to comply with Section XII of this Final Judgment. The United States, in its sole discretion, may approve different signatories for the affidavits.

E. If a Defendant makes any changes to actions and steps described in affidavits provided pursuant to Paragraph XIII.D. of this Final Judgment, the Defendant must, within 15 calendar days after any change is implemented, deliver to the United States an affidavit describing those changes.

F. Defendants must keep all records of any efforts made to comply with Section XII of this Final Judgment until one year after the Divestiture Date.

#### **XIV. APPOINTMENT OF MONITOR**

A. Upon application of the United States, which Defendants may not oppose, the Court will appoint a monitor selected by the United States in its sole discretion and approved by the Court. Defendants may propose three monitor candidates to the United States. Once approved, the court-appointed monitor should be considered by the United States and Defendants to be an arm and representative of the Court.

B. The monitor will have the power and authority to monitor Defendants' compliance with the terms of this Final Judgment and the Asset Preservation/Hold Separate Stipulation and Order entered by the Court and will have other powers as the Court deems appropriate. The monitor will have no responsibility or obligation for the

operation of the Divestiture Assets or the operation of Defendants' businesses. No attorney-client relationship will be formed between Defendants and the monitor.

C. The monitor will have the authority to take such steps as, in the judgment of the monitor and the United States, may be necessary to accomplish the monitor's responsibilities. The monitor may seek information from Defendants' personnel, including in-house counsel, compliance personnel, and internal auditors. Defendants must establish a policy, annually communicated to all employees, that employees may disclose any information to the monitor without reprisal for such disclosure. Defendants must not retaliate against any employee or third party for disclosing information to the monitor.

D. Defendants may not object to actions taken by the monitor in fulfillment of the monitor's responsibilities under any Order of the Court on any ground other than malfeasance by the monitor. Disagreements between the monitor and Defendants related to the scope of the monitor's responsibilities do not constitute malfeasance. Objections by Defendants must be conveyed in writing to the United States and the monitor within 20 calendar days of the monitor's action that gives rise to Defendants' objection, or the objection is waived.

E. The monitor will serve at the cost and expense of Defendants pursuant to a written agreement, on terms and conditions, including confidentiality requirements and conflict of interest certifications, approved by the United States in its sole discretion. If the monitor and Defendants are unable to reach such a written agreement within 14 calendar days of the Court's appointment of the monitor, or if the United States, in its sole discretion, declines to approve the proposed written agreement, the United States, in its sole discretion, may take appropriate action, including making a recommendation to the Court, which may set the terms and conditions for the monitor's work, including compensation, costs, and expenses.

F. The monitor may hire, at the cost and expense of Defendants, any agents and consultants, including investment bankers, attorneys, and accountants, that are reasonably necessary in the monitor's judgment to assist with the monitor's duties. These agents or consultants will be directed by and solely accountable to the monitor and will serve on terms and conditions, including confidentiality requirements and conflict-of-interest certifications, approved by the United States in its sole discretion. Within three business days of hiring any agents or consultants, the monitor must provide written notice of the hiring and the rate of compensation to Defendants and the United States.

G. The compensation of the monitor and agents or consultants retained by the monitor must be on reasonable and customary terms commensurate with the individuals' experience and responsibilities.

H. The monitor must account for all costs and expenses incurred.

I. Defendants' failure to promptly pay the monitor's accounted-for costs and expenses, including for agents and consultants, will constitute a violation of this Final Judgment and may result in sanctions ordered by the Court. If Defendants make a timely objection in writing to the United States to any part of the monitor's accounted-for costs and expenses, Defendants must establish an escrow account into which Defendants must pay the disputed costs and expenses until the dispute is resolved.

J. Defendants must use best efforts to cooperate fully with the monitor and to assist the monitor to monitor Defendants' compliance with their obligations under this Final Judgment and the Asset Preservation/Hold Separate Stipulation and Order. Subject to reasonable protection for trade secrets, other confidential research, development, or commercial information, or any applicable privileges, Defendants must provide the monitor and agents or consultants retained by the monitor with full and complete access to all personnel (current and former), agents, consultants, books, records, and facilities.

Defendants may not take any action to interfere with or to impede accomplishment of the monitor's responsibilities.

K. The monitor must investigate and report on Defendants' compliance with this Final Judgment and the Asset Preservation/Hold Separate Stipulation and Order, including Defendants' compliance with the supply contracts provisions in Paragraphs IV.L., V.J., VI.J., VII.L., and VIII.M. of this Final Judgment; the transition services provisions in Paragraphs IV.M., V.K., VI.K., VII.M., and VIII.N. of this Final Judgment; the non-compete provisions in Paragraphs IV.N., V.L., VI.L., VII.N., and VIII.O. of this Final Judgment; the non-solicitation provisions in Paragraphs IV.O., V.M., VI.M., VII.O., and VIII.P. of this Final Judgment; and the Antitrust Compliance program Training in Section XV of this Final Judgment. The monitor must provide periodic reports to the United States setting forth Defendants' efforts to comply with their obligations under this Final Judgment and under the Asset Preservation/Hold Separate Stipulation and Order. The United States, in its sole discretion, will set the frequency of the monitor's reports, but, at minimum, the monitor must provide reports every 90 calendar days.

L. Within 30 calendar days after appointment of the monitor by the Court, and on a yearly basis thereafter, the monitor must provide to the United States and Defendants a proposed written work plan consistent with the monitor's responsibilities as set forth in this Section XIV. Defendants may provide comments on the proposed written work plan to the United States and the monitor within 14 calendar days after receipt, after which the monitor must produce a final work plan to the United States and Defendants, for approval by the United States in its sole discretion. Any disputes between Defendants and the monitor with respect to any written work plan will be decided by the United States in its sole discretion. The United States retains the right, in its sole discretion, to require changes or additions to a work plan at any time.

M. The monitor may communicate *ex parte* with the Court when, in the monitor's judgment, such communication is reasonably necessary to the monitor's duties under this Final Judgment, including if Defendants fail to pay the monitor's costs and expenses in a timely manner or otherwise violate this Final Judgment.

N. The monitor will serve until 90 calendar days after the terms of all supply contracts or non-solicitation requirements required by this Final Judgment have expired, whichever is later, unless the United States, in its sole discretion, determines a different period is appropriate.

O. If the United States determines that the monitor is not acting diligently or in a reasonably cost-effective manner, or if the monitor resigns or becomes unable to accomplish the monitor's duties, the United States may recommend that the Court appoint a substitute.

## **XV. ANTITRUST COMPLIANCE TRAINING**

Within 90 calendar days of entry of this Final Judgment, and on an annual basis thereafter for the duration of this Final Judgment, Defendant Reddy Ice must conduct an antitrust compliance training in a form and content devised by Defendant Reddy Ice and approved by the United States in its sole discretion on (i) the meaning and requirements of this Final Judgment and the Asset Preservation/Hold Separate Stipulation and Order, and (ii) compliance with federal and applicable state antitrust laws and guidelines.

Defendant Reddy Ice must provide such training to (i) Defendant Reddy Ice's corporate leadership (including Defendant Reddy Ice's President, Chief Executive Officer, Chief Financial Officer, and Chief Commercial Officer, or their corporate equivalents, and their direct reports and (ii) all employees of Defendant Reddy Ice who communicate in any way with other manufacturers, suppliers, or distributors of packaged ice. The Chief Legal Officer of Defendant Reddy Ice must submit an affidavit certifying compliance with this training requirement within 370 calendar days of entry of this Final Judgment and on an

annual basis thereafter for the duration of this Final Judgment. The United States, in its sole discretion, may approve a different signatory for the affidavit.

## **XVI. COMPLIANCE INSPECTION**

A. For the purposes of determining or securing compliance with this Final Judgment or of related orders such as the Asset Preservation/Hold Separate Stipulation and Order or of determining whether this Final Judgment should be modified or vacated, upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division and reasonable notice to Defendants, Defendants must permit, from time to time and subject to legally recognized privileges, authorized representatives, including agents retained by the United States:

1. to have access during Defendants' business hours to inspect and copy, or at the option of the United States, to require Defendants to provide electronic copies of all books, ledgers, accounts, records, data, and documents, wherever located, in the possession, custody, or control of Defendants relating to any matters contained in this Final Judgment; and

2. to interview, either informally or on the record, Defendants' officers, employees, or agents, wherever located, who may have their individual counsel present, relating to any matters contained in this Final Judgment. The interviews must be subject to the reasonable convenience of the interviewee and without restraint or interference by Defendants.

B. Upon the written request of an authorized representative of the Assistant Attorney General for the Antitrust Division, Defendants must submit written reports or respond to written interrogatories, under oath if requested, relating to any matters contained in this Final Judgment.

## **XVII. NOTIFICATION**

A. Unless a transaction is otherwise subject to the reporting and waiting period requirements of the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a (the “HSR Act”), Defendants may not, without first providing at least 30 calendar days advance notification to the United States, directly or indirectly acquire any assets of or any interest in, including a financial, security, loan, equity, or management interest, an entity valued at 15% of the HSR Act’s “size of transaction” threshold (as adjusted annually) or greater that is involved in the manufacture or sale of packaged ice in Oregon; Washington; Imperial County, Los Angeles County, Orange County, Riverside County, San Bernardino County, or San Diego County in California; to, or within 50 miles of, customers located at Newark Liberty International Airport, John F. Kennedy International Airport, LaGuardia Airport, or Boston Logan International Airport; during the five-year period following entry of this Final Judgment.

B. Defendants must provide the notification required by Section XVII of this Final Judgment in the same format as, and in accordance with the instructions relating to, the Notification and Report Form set forth in the Appendix to Part 803 of Title 16 of the Code of Federal Regulations, as amended, except that the information requested in the Additional Information section must be provided only about the manufacture or sale of packaged ice.

C. Notification must include, beyond the information required by the instructions, the names of the principal representatives who negotiated the transaction on behalf of each party, and all management or strategic plans discussing the proposed transaction. If, within the 30 calendar days following notification, representatives of the United States make a written request for additional information, Defendants may not consummate the proposed transaction until 30 calendar days after submitting all requested information.

D. Early termination of the waiting periods set forth in Section XVII of this Final Judgment may be requested and, where appropriate, granted in the same manner as is applicable under the requirements and provisions of the HSR Act and rules promulgated thereunder. Section XVII of this Final Judgment must be broadly construed, and any ambiguity or uncertainty relating to whether to file a notice under Section XVII of this Final Judgment must be resolved in favor of filing notice.

#### **XVIII. NO REACQUISITION AND LIMITATIONS ON ACQUISITIONS, JOINT VENTURES, PARTNERSHIPS, AND COLLABORATIONS**

A. Defendants may not reacquire any part of or any interest in the Divestiture Assets during the term of this Final Judgment without prior written authorization of the United States in its sole discretion. In addition, during the term of this Final Judgment, Defendants may not, without the prior written authorization of the United States in its sole discretion, acquire any part of or any interest in any Acquirer.

B. During the term of this Final Judgment, Defendants may not enter into a new joint venture, partnership, or collaboration, including any distribution or co-packing agreement, with any Acquirer, except that after five years from the date of entry of this Final Judgment, the United States may, in its sole discretion, permit Defendants to enter into distribution or co-packing agreements with Acquirers. Further, the United States may, in its sole discretion, approve distribution or co-packing agreements between Defendants and Acquirers even during the period when such agreements are prohibited by this Final Judgment.

#### **XIX. PUBLIC DISCLOSURE**

A. No information or documents obtained pursuant to any provision in this Final Judgment, including reports the monitor provides to the United States pursuant to Paragraphs XIV.K. and XIV.L. of this Final Judgment, may be divulged by the United States or the monitor to any person other than an authorized representative of the executive branch of the United States, except in the course of legal proceedings to which

the United States is a party, including grand-jury proceedings, for the purpose of evaluating a proposed Acquirer or securing compliance with this Final Judgment, or as otherwise required by law.

B. In the event that the monitor receives a subpoena, court order, or other court process seeking or requiring production of information or documents obtained pursuant to any provision in this Final Judgment, including reports the monitor provides to the United States pursuant to Paragraphs XIV.K. and XIV.L. of this Final Judgment, the monitor must notify the United States and Defendants immediately and prior to any disclosure, so that Defendants may address such potential disclosure and, if necessary, pursue alternative legal remedies, including if deemed appropriate by Defendants, intervention in the relevant proceedings.

C. In the event of a request by a third party, pursuant to the Freedom of Information Act, 5 U.S.C. § 552, for disclosure of information obtained pursuant to any provision of this Final Judgment, the United States will act in accordance with that statute and the Department of Justice regulations at 28 C.F.R. part 16, including the provision on confidential commercial information at 28 C.F.R. § 16.7. Defendants submitting information to the Antitrust Division should designate the confidential commercial information portions of all applicable documents and information under 28 C.F.R. § 16.7. Designations of confidentiality expire 10 years after submission, “unless the submitter requests and provides justification for a longer designation period.” *See* 28 C.F.R. § 16.7(b).

D. If at the time that Defendants furnish information or documents to the United States pursuant to any provision of this Final Judgment, Defendants represent and identify in writing information or documents for which a claim of protection may be asserted under Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure, and Defendants mark each pertinent page of such material, “Subject to claim of protection under

Rule 26(c)(1)(G) of the Federal Rules of Civil Procedure,” the United States must give Defendants 10 calendar days notice before divulging the material in any legal proceeding (other than a grand jury proceeding).

## **XX. RETENTION OF JURISDICTION**

The Court retains jurisdiction to enable any party to this Final Judgment to apply to the Court at any time for further orders and directions as may be necessary or appropriate to carry out or construe this Final Judgment, to modify any of its provisions, to enforce compliance, and to punish violations of its provisions.

## **XXI. ENFORCEMENT OF FINAL JUDGMENT**

A. If at any time during the five-year period following entry of this Final Judgment, the United States determines in its sole discretion that the Final Judgment has failed to fully redress the violations alleged in the Complaint, then the United States may re-open this proceeding to seek additional relief, including divestiture of additional assets. Such additional relief may be ordered by this Court upon a finding by a preponderance of the evidence that there is a reasonable probability that the proposed Final Judgment did not fully redress the violations alleged in the Complaint.

B. The United States retains and reserves all rights to enforce the provisions of this Final Judgment, including the right to seek an order of contempt from the Court. In a civil contempt action, a motion to show cause, or a similar action brought by the United States relating to an alleged violation of this Final Judgment, the United States may establish a violation of this Final Judgment and the appropriateness of a remedy therefor by a preponderance of the evidence, and Defendants waive any argument that a different standard of proof should apply.

C. This Final Judgment should be interpreted to give full effect to the procompetitive purposes of the antitrust laws and to restore the competition the United States alleges was harmed by the challenged conduct. Defendants may be held in

contempt of, and the Court may enforce, any provision of this Final Judgment that, as interpreted by the Court in light of these procompetitive principles and applying ordinary tools of interpretation, is stated specifically and in reasonable detail, whether or not it is clear and unambiguous on its face. In any such interpretation, the terms of this Final Judgment should not be construed against either party as the drafter.

D. In an enforcement proceeding in which the Court finds that Defendants have violated this Final Judgment, the United States may apply to the Court for an extension of this Final Judgment, together with other relief that may be appropriate. In connection with a successful effort by the United States to enforce this Final Judgment against a Defendant, whether litigated or resolved before litigation, that Defendant must reimburse the United States for the fees and expenses of its attorneys, as well as all other costs including experts' fees, incurred in connection with that effort to enforce this Final Judgment, including during the investigation of the potential violation.

E. For a period of four years following the expiration of this Final Judgment, if the United States has evidence that a Defendant violated this Final Judgment before it expired, the United States may file an action against that Defendant in this Court requesting that the Court order: (1) Defendant to comply with the terms of this Final Judgment for an additional term of at least four years following the filing of the enforcement action; (2) all appropriate contempt remedies; (3) additional relief needed to ensure the Defendant complies with the terms of this Final Judgment; and (4) fees or expenses as called for by Section XXI of this Final Judgment.

## **XXII. EXPIRATION OF FINAL JUDGMENT**

Unless the Court grants an extension, this Final Judgment will expire 10 years from the date of its entry, except that after five years from the date of its entry, this Final Judgment may be terminated upon notice by the United States to the Court and

Defendants that the divestitures have been completed and continuation of this Final Judgment is no longer necessary or in the public interest.

### **XXIII. PUBLIC INTEREST DETERMINATION**

Entry of this Final Judgment is in the public interest. The parties have complied with the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16, including by making available to the public copies of this Final Judgment and the Competitive Impact Statement, public comments thereon, and any response to comments by the United States. Based upon the record before the Court, which includes the Competitive Impact Statement and, if applicable, any comments and response to comments filed with the Court, entry of this Final Judgment is in the public interest.

Date: \_\_\_\_\_

[Court approval subject to procedures of Antitrust Procedures and Penalties Act, 15 U.S.C. § 16]

---

United States District Judge

## Schedule 1

<b>Customer Name</b>	<b>Address</b>
24 SEVEN-BRAWLEY	300 A Street, Brawley, CA
7-11 #21028 EL CENTRO	1485 Ocotillo Drive, El Centro, CA
7-11 #21836 EL CENTRO	2050 S 4th Street, El Centro, CA
7-11 #22906	211 Fifth Street, Holtville, CA
7-11 #23229 BRAWLEY	184 W Main Street, Brawley, CA
7-11 #23409	904 S Imperial Avenue, Calexico, CA
7-11 #24811	815 Adams Avenue, El Centro, CA
7-11 #26684	485 E Main Street, El Centro, CA
7-11 #32300	168 E Cole Boulevard, Suite 15, Calexico, CA
7-11 #34656	113 Rockwood Avenue, Calexico, CA
7-11 #36027	1101 Andrade Avenue, Calexico, CA
7-11 #38661	555 Imperial Avenue, El Centro, CA
9 Palms FLC INC.	555 Cesar Chavez Boulevard, Calexico, CA
ADVANCE SERVICE INC	1025 Heber Avenue, Heber, CA
Agrow Labor Service	2194 Barbara Worth Road, Holtville, CA
ALL VALLEY FENCE & SUPPLY INC	164 N O Street, Imperial, CA
Amazon AMXL - HFA2	3523 S Northpointe Drive, Fresno, CA
Amazon AMXL - HLA2	21420 Needham Ranch Parkway, Santa Clarita, CA
Amazon AMXL - HLA4	4375 N Perris Boulevard, Perris, CA
Amazon AMXL - HLX1	14300 Alton Parkway, Irvine, CA
Amazon AMXL - HSD2	8150 Airway Road, San Diego, CA
Amazon AMZL - DAX3	20730 Prairie Street, Chatsworth, CA
Amazon AMZL - DAX7	9350 Rayo Avenue, South Gate, CA
Amazon AMZL - DAX8	600 W Technology Drive, Palmdale, CA
Amazon AMZL - DCW8	3600 Wilson Road, Bakersfield, CA
Amazon AMZL - DCX2	25725 Jeronimo Road, Mission Viejo, CA
Amazon AMZL - DCX7	990 Francisco Street, Torrance, CA
Amazon AMZL - DCX8	1256 N Magnolia Avenue, Anaheim, CA
Amazon AMZL - DDO6	2751 Skypark Drive, Torrance, CA
Amazon AMZL - DFX3	9785 Bellanca Avenue, Los Angeles, CA
Amazon AMZL - DFX4	15272 Bear Valley Road, Victorville, CA
Amazon AMZL - DFX9	14952 Bolsa Chica Street, Huntington Beach, CA
Amazon AMZL - DIB5	860 Harold Place, Chula Vista, CA
Amazon AMZL - DIB6	1895 Marigold Avenue, Redlands, CA
Amazon AMZL - DIB7	2311 Boswell Road, Chula Vista, CA
Amazon AMZL - DJT6	20920 Krameria Avenue, Riverside, CA
Amazon AMZL - DJW8	35750 Date Palm Drive, Cathedral City, CA
Amazon AMZL - DLX1	11811 Florence Avenue, Santa Fe Springs, CA
Amazon AMZL - DLX5	4841 W San Fernando Road, Los Angeles, CA
Amazon AMZL - DLX7	6450 Katella Avenue, Cypress, CA
Amazon AMZL - DLX8	515 E Dyer Road, Santa Ana, CA
Amazon AMZL - DLX9	5750 Mesmer Avenue, Culver City, CA
Amazon AMZL - DOT4	3001 Mission Oaks Boulevard, Camarillo, CA
Amazon AMZL - DPS2	400 National Way, Simi Valley, CA

Amazon AMZL - DPS5	28820 W Chase, Valencia, CA
Amazon AMZL - DPS6	1757 Tapo Canyon Road, Simi Valley, CA
Amazon AMZL - DSD1	16550 Via Esprillo, San Diego, CA
Amazon AMZL - DSD4	5650 Kearny Mesa Road, San Diego, CA
Amazon AMZL - DSD5	3250 Business Park Drive, Vista, CA
Amazon AMZL - DSD8	14400 Kirkham Way, # 1450, Poway, CA
Amazon AMZL - DSJ5	5440 E Olive Avenue, Fresno, CA
Amazon AMZL - DUR1	2815 N Hollywood Way, Burbank, CA
Amazon AMZL - DUR9	27711 Diaz Road, Temecula, CA
Amazon AMZL - DXC3	3370 E La Palma Avenue, Anaheim, CA
AM-PM #5276 CALEX.	1025 Kloke Avenue, Calexico, CA
API GATEWAY	430 Pan American Street, Calexico, CA
AXIS MSO #6844	960 N Imperial Avenue, El Centro, CA
AXIS MSO #6846	201 W Main Street, Brawley, CA
B Food Mart	610 S Brawley Avenue, Brawley, CA
Baja Shaved Ice	2313 Ashton Court, Imperial, CA
BARLEY SEED INC	105 W Carey Road, Brawley, CA
BEE SWEET CITRUS 3 FLAGS RANCH	4300 W Highway 86, Borrego Springs, CA
BEE SWEET CITRUS 4 DEL MAR	5980 Poe Road, Brawley, CA
Big Wormz Catering	1014 Ash Street, Brawley, CA
Black Dog Farms	860 W 6th Street, Holtville, CA
Blackman Plumbing Inc.	542 Industry Way, Imperial, CA
BOConcrete	568 W Murphy Road, Imperial, CA
BOLTHOUSE FARMS, INC.	Lack Road, Westmorland, CA
Brawley Ace Hardware	415 W Main Street, Brawley, CA
BRAWLEY LIQUOR	1045 Main Street, Brawley, CA
Brawley Meat Market	596 G Street, Brawley, CA
BRAWLEY SCHOOL DIST	216 W D Street, Brawley, CA
Brawley Youth Football	225 A Street, Brawley, CA
Britschgi Farms	1595 Ferguson Road, Holtville, CA
BULL ENTERPRISES INC	1701 Bowker Road, El Centro, CA
C&G FARMS INC	2216 PO Box, Gonzales, CA
CALIFORNIA FRUIT DELITE	646 S 1st Street, El Centro, CA
California Market #1	127 E 2nd Street, Calexico, CA
CALIFORNIA SUPER MARKET	601 S Imperial Avenue, Calexico, CA
CAMEIRO HEIFER RANCH	195 W Carey Road, Brawley, CA
CB STOP	1498 Cole Boulevard, Calexico, CA
CENTRAL IMPLEMENTS	950 S Dogwood Road, El Centro, CA
CERRUDO SERVICES	250 W Commercial, El Centro, CA
CHEVAL FARM	346 Larsen Road, Imperial, CA
CHIRP FARMS INC	3805 Wiest Road, Brawley, CA
Circle K Franchise #2655800	610 S Brawley Avenue, Brawley, CA
CITY OF BRAWLEY - PUBLIC WORKS	180 S Western Avenue, Brawley, CA
CITY OF BRAWLEY - WASTEWATER PLANT	5015 N Best Avenue, Brawley, CA
CITY OF BRAWLEY - WATER DISTRIBUTION	760 Willard Avenue, Brawley, CA

City of Brawley-Parks & Rec	180 S Western Avenue, Brawley, CA
CLAIREMONT EQUIPMENT	440 W Aten Road, Imperial, CA
ConEdison Development	394 Rockwood Road, Calexico, CA
COPPEL CORPORATION	503 Scaroni Avenue, Calexico, CA
CR&R INCORPORATED	599 E Main Street, El Centro, CA
CROWN CITRUS COMPANY	407 W Industrial Avenue, Calipatria, CA
Cultiver, LLC	1496 Lyons Road, Calexico, CA
DEL SOL MARKET	402 E 5th Street, Holtville, CA
DESERT PROPERTIES	429 W Main Street, El Centro, CA
DESERT TRAILS RV PARK	225 Wake Avenue, El Centro, CA
DFAS-CO W SVC CNTR COMM ACCTS	1415 Ross Avenue, El Centro, CA
Dnata - LAX	291 Coral Circle, El Segundo, CA
DOLLAR GENERAL #14455	550 N Imperial Avenue, El Centro, CA
DoorDash SND-1	1022 W. Morena Boulevard, Suites F&G, San Diego, CA
DOUBLE M RANCHES INC	4554 Brandt Road, Brawley, CA
EFR ENVIRONMENTAL SERVICE	3390 Dogwood Road, Brawley, CA
El Centro Ace Hardware	1041 N Imperial Avenue, El Centro, CA
El Centro Liquor	401 W State Street, El Centro, CA
El Glacier Shaved Ice	1532 W Orange Avenue, El Centro, CA
EL SOL MARKET #5	658 Main Street, Brawley, CA
EL TORO EXPORT LLC	1407 S La Brucherie Road, El Centro, CA
EMPIRE MACHINERY	3393 US Highway 86, Imperial, CA
ENSIENT DEHYDRATED FLAVORS CO	1048 Taecker Road, Brawley, CA
Escalera Stack King Inc	1534 A Street, Brawley, CA
EUCLID MARKET	603 W Euclid Avenue, El Centro, CA
FAMILY DOLLAR RI BOX #10238	1400 Main Street, Brawley, CA
FAMILY DOLLAR RI BOX #10434	308 W 5th Street, Holtville, CA
FAMILY DOLLAR RI BOX #9258	1111 S 4th Street, El Centro, CA
Farm Aviation	1053 N Eastern Ave, Brawley, CA
FEDERAL EXPRESS	2451 Access Way, Imperial, CA
FIRST CHRISTIAN CHURCH	450 S Waterman Avenue, El Centro, CA
FLAVOR FACTORY	900 W Birch Street, Calexico, CA
FOOD 4 LESS - KROGER #774	2420 Cottonwood Drive, El Centro, CA
FOOD 4 LESS - KROGER #781	109 W Birch Street, Calexico, CA
FREDDY'S MERCANTILE	1500 Spa Road, Niland, CA
FRONTIER AGRICULTURAL SERV INC	304 Weed Road, Calexico, CA
GARCIA MARKET	1198 Main Street, Brawley, CA
GARGIULO FARMS	861 Main Street, Brawley, CA
GASTRAK OF CALEXICO LLC	435 Menvielle Court, Calexico, CA
Gate Gourmet LAX	6701 W Imperial Highway, Los Angeles, CA
Gate Gourmet SAN	3870 Houston Street, San Diego, CA

Gawfco Enterprises/Petromart retail	1691 Main Street, Brawley, CA
GIBI TRUCKING LLC	1102 E Evan Hewes Highway, El Centro, CA
GIBSON & SCHAEFER, INC	1126 Rockwood Road, Heber, CA
GLAMIS NORTH KOA	10595 Hot Mineral Spa Road, Niland, CA
GloriAnn Farms	33 Malan Street, Brawley, CA
GLORIA'S FIREWOOD	1796 Pickett Road, Brawley, CA
GOMEZ TARPING SERVICES LLC	1504 Kamm Road, Holtville, CA
GRANITE INDUSTRIAL, INC	5003 N Best Avenue, Brawley, CA
HELENA CHEMICAL	101 W Carey Road, Brawley, CA
HELENA CHEMICAL COMPANY	600 Brown Avenue, Calipatria, CA
HIDALGO SOCIETY	418 S Cesar Chavez Street, Brawley, CA
HOLLY SUGAR CORP	395 W Keystone Road, Brawley, CA
Holtville Ace Hardware	123 E 5th Street, Holtville, CA
HOME DEPOT #1059	320 Wake Avenue, El Centro, CA
Hope Cafe & Catering	605 E 2nd Street, Calexico, CA
Hope Cafe & Catering	1027 W State Street, El Centro, CA
Horizon Farms	1090 E 5th Street, Holtville, CA
Hoyt Engineering Inc	1103 East Main Street, El Centro, CA
HUDSON RANCH POWER 1	409 W McDonald Street, Calipatria, CA
Hutch-N-Son	4505 Brandt Road, Brawley, CA
IID-Drop 4	3675 E US Highway 98, Holtville, CA
IID-El Centro Yard	541 South 3rd Street, El Centro, CA
IID-Generation Station	485 E Villa Avenue, El Centro, CA
IID-Headquarter-Heavy Equipment	333 E Barioni Boulevard, Imperial, CA
IID-Headquarters-Auto Shop	333 E Barioni Boulevard, Imperial, CA
IID-Headquarters-Power Dock	333 E Barioni Boulevard, Imperial, CA
IID-N1 Vegetation	333 E Barioni Boulevard, Imperial, CA
IID-North End Division	5364 Hovley Road, Westmorland, CA
IID-S.O.C.	904 S Dogwood Road, El Centro, CA
IID-South End Division	567 Pine Avenue, Holtville, CA
IID-South West Division	2151 W Adams Avenue, El Centro, CA
IID-Western Division	544 Bowker Road, Calexico, CA
IMP CO - HEALTH DEPT	1341 S Clark Road, El Centro, CA
IMP CO FIRE STN - HOLTVILLE	549 Fern Avenue, Holtville, CA
IMP CO FIRE STN#1 - IMPERIAL	2514 La Brucherie Road, Imperial, CA
IMP CO FIRE STN#2 - HEBER	1078 Dogwood Road, Heber, CA
IMP CO FIRE STN#3 - SEELEY	1862 W Evan Hewes Highway, Seeley, CA
IMP CO FIRE STN#3 - SEELEY	1828 San Diego, Seeley, CA
IMP CO FIRE STN#6 - OCOTILLO	1157 N Imperial Highway, Ocotillo, CA
IMP CO FIRE STN#7 - NILAND	8071 Luxor Avenue, Niland, CA
IMP CO FIRE STN#9 - SALTON CITY	2256 Cleveland Avenue, Thermal, CA
IMP CO RD DIST - HEBER	1098 Heffernan Avenue, Heber, CA
IMP CO RD DIST - IMPERIAL	304 E 4th Street, Imperial, CA

IMP CO SHERIFF'S - JUVENILE HALL	328 Applestille Road, El Centro, CA
IMP CO SHERIFF'S - OFFICE	328 Applestille Road, El Centro, CA
IMP CO SHERIFF'S / OHVEST	328 Applestille Road, El Centro, CA
IMPERIAL CAT FISH	152 E Harris Road, Imperial, CA
Imperial Chevron	1850 S Imperial Avenue, El Centro, CA
IMPERIAL GRAIN GROWERS, INC	4790 US Highway 111, Brawley, CA
IMPERIAL TRUSS & LUMBER	701 E 2nd Street, Imperial, CA
IMPERIAL VALLEY MILLING GO	250 E 5th Street, Holtville, CA
Industrial Mechanical Services, Inc	394 W Keystone Road, Brawley, CA
Industrial Mechanical Services, Inc.	6920 Lack Road, Calipatria, CA
IRBY CONSTRUCTION CO	100 W Keystone Road, Brawley, CA
J AND B MATERIALS INC	350 W Olive Ave, El Centro, CA
J.T. Thorpe Industrial	7030 Gentry Rd, Calipatria, CA
Javiers Liquor	899 Main St, Brawley, CA
JCSD FARMS, INC.	5805 Gentry Road, Westmorland, CA
JETT HARVEST	4560 Green Road, Brawley, CA
JETT HARVEST	2444 Portico Boulevard, Calexico, CA
Jett Harvest	115 W Ross Road, El Centro, CA
Jett Harvest	Phiesel Canal Shop, Westmoreland, CA
JHP Global, Inc	5310 Vendel Road, Brawley, CA
JJ HARVESTING	233 W Main Street, El Centro, CA
JORDAN IMPLEMENT OFFICE/PARTS	1280 Main Street, Brawley, CA
JORDAN IMPLEMENTS SHOP	1280 Main Street, Brawley, CA
JOSMAR PACKING	331 Cesar Chavez Boulevard, Calexico, CA
JOSMAR PACKING	Corner Of Lack And Foulds Road, Calipatria, CA
Josmar Packing	Gantry & Lendey, Calapatria, CA
JR'S ICE CREAM	173 E Orange Avenue, El Centro, CA
KELOMAR INC	3949 Austin Road, Brawley, CA
Kelomar Inc	600 N Barth Gt3, Westmoreland, CA
Kevin Grizzle Farms LLC	2400 Even Herwes, Holtville, CA
KEVIN GRIZZLE-BONDS CORNER RD.	1395 Bonds Corner Road, Holtville, CA
Kiewit Infrastructures West Co	6098 Poe Road, Brawley, CA
KJS King George - J&J JV	2200 Bennett Road Naf B145, El Centro, CA
KRISTAL WATER	526 E 2nd Street, Calexico, CA
KW TRANSPLANTS INC	1903 E 4th Street, Holtville, CA
La Brucherie Irrigation	108 E Ross Avenue, El Centro, CA
La Colmena Produce & Meat Dept.	1141 H Street, Brawley, CA
La Valle Sabbia	396 W Heber Road, El Centro, CA
Labrucherie Irrigation	1510 Jones Street, Brawley, CA
LABRUCHERIE PRODUCE LLC	1728 King Road, Holtville, CA
LABRUCHERIE PRODUCE, LLC	1407 S La Brucherie Road, El Centro, CA
LAS CONCHITAS BAKERY INC	619 S 4th Street, El Centro, CA
Laurel AG & Water	803 Ca-78, Brawley, CA

Legends Hospitality-SoFi Stadium	1001 Stadium Drive, Inglewood, CA
LIDCO INC	615 N 8th Street, Brawley, CA
Love's Travel Stop #0749	551 W Main Street, Westmorland, CA
MANZANO'S HARVESTING INC.	565 E Ross Avenue, El Centro, CA
MARIA'S CATERING	1221 N Palm Avenue, Heber, CA
Maverik #729	1402 S Dogwood Road, El Centro, CA
McLane EOC Riverside, CA (DayCreek)	1051 Wineville Avenue, Ontario, CA
MFW Washing	701 Pierce Avenue, Calexico, CA
MILKY WAY FARMS	4210 Green Road, Brawley, CA
Mission Ranches	604 E Jasper Road, Calexico, CA
Mission Ranches	2340 Mcconnell Road, Holtville, CA
MOIOLA BROS. CATTLE FEEDERS	1594 Gonder Road, Brawley, CA
MONET'S ICE CREAM	182 W State Street, El Centro, CA
My Mihan Inc	1098 Cole Boulevard, Calexico, CA
NAF - JETT MART	Naf Attn Irma, El Centro, CA
Nature Joy Harvest	3125 Huff Road, Imperial, CA
O K RUBBER TIRES	375 N 8th Street, Brawley, CA
OCEAN PACKING	870 Taecker Road, Brawley, CA
OMEGA ELECTRIC	428 W Cady Road, Brawley, CA
One world Fleet Services	575 US Highway 111, Brawley, CA
ORMAT NEVADA	855 Dogwood Road, Heber, CA
ORMAT NEVADA	895 Pitzer Road, Heber, CA
ORMAT NEVADA	3300 E Evan Hughs Highway, Holtville, CA
ORMESA GEOTHERMAL	3302C E Evan Hewes Highway, Holtville, CA
OWB Packers	57 Shank Road, Brawley, CA
Pacific Ag Rentals - Imperial	1509 River Drive, Brawley, CA
PARKHOUSE TIRE	1002 S Dogwood Road, El Centro, CA
Pattern Operators LP	1377 West Imperial Highway, Ocotillo, CA
Pilot #1328	2325 Sierra Lakes Parkway, Suite 102, Rialto, CA
Pilot Flying J #365	22717 Avenue 18 1/2, Madera, CA
Pilot Flying J #765	72235 Varner Road, Thousand Palms, CA
Pilot Travel Center #1132	234 Ben Hulse Highway, Brawley, CA
Pilot Travel Center #200	5725 Ca-58, Boron, CA
Pilot Travel Center #343	1497 Piper Ranch Road, San Diego, CA
Pioneers Memorial Healthcare District	320 Cattle Call Drive, Brawley, CA
PLANTERS HAY INC	1295 US Highway 78, Brawley, CA
Premier Electrical Solutions Inc.	1954 Cannon Road, El Centro, CA
PRIME FUEL & MINI MART	1686 Main Street, Brawley, CA
Rain For Rent	3397 US Highway 86, Imperial, CA
RALPH T TAYLOR FARMS	1197 Pickett Road, Brawley, CA
RANCHO VERDE HARVEST INC.	5257 Dean Road, Westmorland, CA
RASPADOS CUCHI'S #1 (CALEXICO)	528 E 5th Street, Calexico, CA

RASPADOS CUCHIS #1 (EL CENTRO)	502 Adams Avenue, El Centro, CA
RASPADOS CUCHIS #2 (EL CENTRO)	3451 S Dogwood Road, # FC10, El Centro, CA
Raspados LaCura	888 W 2nd Street, Unit H250, Calexico, CA
RASPADOS RUBEN'S	734 S 4th Street, El Centro, CA
RASPALANDIA	260 S Imperial Avenue, # B, Imperial, CA
RDO EQUIPMENT COMPANY	3275 US Highway 86, Imperial, CA
RDO WATER	1620 Jones Street, Brawley, CA
RDO WATER	1644 Jones Street, Brawley, CA
Republic Services	702 E Heil Avenue, El Centro, CA
Republic Services	3354 Dogwood Road, Imperial, CA
RITE AID #5674	405 W Main Street, Brawley, CA
RITE AID #5680	1501 W Main Street, El Centro, CA
RITE AID #6515	211 W Birch Street, Calexico, CA
ROTO ROOTER	1202 McCullom Street, El Centro, CA
Rove Engineering Inc.	398 E Aurora Drive, El Centro, CA
RUBIN SEEDS, LLC	4746 US Highway 111, Brawley, CA
S and S Harvesting Co.	280 Campillo Street, Calexico, CA
SA RECYCLING LLC	460 E Holton Road, El Centro, CA
SAN DIEGO GAS & ELECT SVCS CTR	Highway 98, San Diego, CA
Sargent Electric - West side El Centro BESS	1118 Liebert Road, El Centro, CA
SCHAFFNER DAIRY	2805 Casey Road, Holtville, CA
SIEMENS ENERGY INC	1377 W Imperial Highway, Ocotillo, CA
SLA Paving Inc	360 Ritter Court, Imperial, CA
Stella Liquor @ Market Inc	163 W. Main Street, Westmorland, CA
SUN LANDSCAPE INC	2771 US Highway 111, Imperial, CA
Sunrise Applicators	1298 E Gillett Street, El Centro, CA
SUPER STOP TRAVEL CENTER	550 Wake Avenue, El Centro, CA
SUPREME DRYWALL INC	1199 E Evan Hewes Highway, El Centro, CA
Supreme Water Brawley	495 N 8th Street, Brawley, CA
TACOS MARLYN	1614 S 4th Street, El Centro, CA
TARGET #1816	2295 N Imperial Avenue, El Centro, CA
TASCO, INC.	1596 Chalupnik Road, Brawley, CA
TFT FARMS	1802 PO Box, Brawley, CA
TGH Inc.	3125 Huff Road, Imperial, CA
Tom Watson Inc	1199 Industry Way, El Centro, CA
TONY'S MARKET	502 Encinas Avenue, Calexico, CA
TOYOTALIFT INC	302 E Aurora Drive, El Centro, CA
U.S Border Patrol - El Centro Station	221 W Aten Road, Imperial, CA
UNION FOOD MARKET	608 E 5th Street, Holtville, CA
United Airlines SAN	3835 N Harbor Drive, Suite 115, Terminal 2, San Diego, CA
United Airlines SNA	18601 Airport Way, Santa Ana, CA
UPS - El Centro	160 W Main Street, El Centro, CA
Vail Ranch	3104 W US Highway 86, Brawley, CA
Vail Ranch	910 W Vail Road, Calipatria, CA

VALLEY AG SERVICES INC	1565 PO Box, Brawley, CA
VALLEY ENV AKA: REP. IMP AQUI	104 E Robinson Road, Imperial, CA
VESTIS UNIFORM SERVICES	1535 River Drive, Brawley, CA
VEYSEY ENTERPRISES, INC.	3651 Austin Road, Brawley, CA
W&M ELECTRICAL SERVICES	1151 S Hope Street, El Centro, CA
WESTERN LIQUOR	215 West E Street, Brawley, CA
WHITTED LIQUORS	462 N 8th Street, Brawley, CA
WILBUR-ELLIS COMPANY	45 Danenberg Drive, El Centro, CA
WYMORE INC	697 S Dogwood Road, El Centro, CA

## Schedule 2

<b>Customer Name</b>	<b>Address</b>
COMPASS GROUP - INSTRUMENTATION LABORATORY	180 Hartwell Road, Bedford, MA 01730
Delta Airlines BOS	440 William McClellan Highway, Suite #104, East Boston, MA 02128
Gate Gourmet BOS 1	440 William McClellan Highway, East Boston, MA 02128
Gate Gourmet BOS 2	480 William McClellan Highway, East Boston, MA 02128
LSG SKY CHEFS BOS #1379	25 Lovell Street, Building 68, Boston, MA 02128
Pilot Travel Center #222	400 Haynes Street, Sturbridge, MA 01566
Pilot Travel Center #255	433 Old Gate Lane, Milford, CT 06460
Whole Foods Market #10317	350 Grasmere Avenue, Fairfield, CT 06824
Whole Foods Market #10455	5C Sugar Hollow Road, Danbury, CT 06810

## Schedule 3

<b>Customer Name</b>	<b>Address</b>
Home Depot #916	373 US Highway 9 S, Woodbridge, NJ 07095
Home Depot #947	400 Promenade Boulevard, Bridgewater, NJ 08807
Home Depot #959	75 McLean Boulevard, Paterson, NJ 07514
Amazon AMZL - DAB5	270 Richards Street, Brooklyn, NY 11231
DOLLAR TREE #3718	276 US Highway 202/31 N, Flemington, NJ 08822
DOLLAR TREE #785	1965 State Route 57, Suite 12, Hackettstown, NJ 07840
DOLLAR TREE #6498	8101 Tonnelle Avenue, North Bergen, NJ, 07047
Amazon AMZL - DJR3	235 Veterans Boulevard, Rutherford, NJ 07070
Amazon AMZL - DJR5	670 Belleville Turnpike, Kearny, NJ 07032
Amazon AMZL - DJZ3	377 Roosevelt Avenue, Carteret, NJ 07008
Amazon AMZL - DJZ6	1800 Lower Road, Linden, NJ 07036
Amazon AMZL - DNK5	105 Avenue A, Bayonne, NJ 07002
Amazon AMZL - DZJ8	1 Paddock Street, Avenel, NJ 07001
DOLLAR TREE #7508	461 Us 46 W, Fairfield, NJ 07004
DOLLAR TREE #3180	306 US Highway 9 N, Woodbridge, NJ 07095
Amazon AMZL - DNJ7	81 International Drive S, Budd Lake, NJ 07828
DOLLAR TREE #5375	1136 US Highway 1, Edison, NJ 08817
DOLLAR TREE #5045	275 State Route 18, East Brunswick, NJ 08816
DOLLAR TREE #7135	235 E Front Street, Plainfield, NJ 07060
DOLLAR TREE #6658	1392 Saint Georges Avenue, Avenel, NJ 07001
DOLLAR TREE #4955	31 Woodbridge Center Drive, Woodbridge, NJ 07095
Southwest Airlines LGA Terminal B	Central Terminal Drive, Flushing, NY 11371
DOLLAR TREE #7674	464 Elizabeth Avenue, Suite A, Somerset, NJ 08873
DOLLAR TREE #6193	256 US Highway 206, Hillsborough NJ 08844
DOLLAR TREE #5265	13 Washington Avenue, Belleville, NJ 07109
AMERICAN AIRLINES JFK ENVOY	JFK International Gate 31 Terminal 8, Jamaica, NY 11430
DOLLAR TREE #1921	15 Washington Street, Lodi, NJ 07644
DOLLAR TREE #8589	901 Mountain Avenue, Springfield, NJ 07081
DOLLAR TREE #8969	1440 US Highway 46, Parsippany, NJ 07054
DOLLAR TREE #4692	1077 State Route 34, Aberdeen, NJ 07747
DOLLAR TREE #7663	435 State Route 34, Matawan NJ, 07747
DOLLAR TREE #8865	524 State Route 35, Red Bank, NJ 07701
DOLLAR TREE #3099	2485 US Highway 22 W, Union, NJ 07083
DOLLAR TREE #9136	955 US Highway 22, North Plainfield, NJ 07060
DOLLAR TREE #1629	560 Milltown Road, North Brunswick, NJ 08902
DOLLAR TREE #4987	1713 Springfield Avenue, Maplewood, NJ 07040
DOLLAR TREE #7650	1199 Amboy Avenue, Edison, NJ 08837
Home Depot #6911	170 Union Hill Road, Morganville, NJ 07751
DOLLAR TREE #7735	67 Saint George Avenue, Roselle, NJ 07203
AMERICAN AIRLINES EWR	3 Brewster Road, Terminal A, Newark, NJ 07114
DOLLAR TREE #4248	1046 Saint Georges Avenue, Rahway, NJ 07065

Frontier Airlines LGA LSG	East Elmhurst, Queens, NY 11371
Gate Gourmet - EWR - AA	855 Woodruff Lane, Elizabeth, NJ 07201
Gate Gourmet EWR 2	855 Woodruff Lane, Elizabeth, NJ 07201
Gate Gourmet JFK #740	30 Inip Drive, Unit 740, Inwood, NY 11096
JETBLUE AIRWAYS EWR	6 Earhart Drive, Newark, NJ 07114
Gate Gourmet - LGA - AA	1815 45th Street, Queens, NY 11371
GATE GOURMET EWR 1	233 Miller Street, Newark, NJ 07114
Gate Gourmet LGA-Astoria, NY	1815 45th Street, Astoria, NY 11105
LSG SKY CHEFS JFK #1371	W. Hanger Road, Building 139 Jamaica, New York, NY 11430

## Schedule 4

<b>Customer Name</b>	<b>Address</b>
ARS FRESNO #346	2610 NW Edenbower Boulevard, Roseburg, OR 97471
ARS FRESNO #526	5733 Main Street, Springfield, OR 97478
ARS FRESNO #528	317 Coburg Road, Eugene, OR 97401
ARS FRESNO #533	1618 SW Allen Creek Road, Grants Pass, OR 97527
ARS FRESNO #536	2402 W Main Street, Medford, OR 97501
BI-MART #601	2030 River Road, Eugene, OR 97404
BI-MART #602	1680 W 18th Avenue, Eugene, OR 97402
BI-MART #603	1521 Mohawk Boulevard, Springfield, OR 97477
BI-MART #604	2045 NW 9th Street, Corvallis, OR 97330
BI-MART #606	2272 Santiam Highway SE, Albany, OR 97322
BI-MART #607	2131 Newmark Street, North Bend, OR 97459
BI-MART #608	2280 Ashland Street, Ashland, OR 97520
BI-MART #609	1381 NW Garden Valley Boulevard, Roseburg, OR 97471
BI-MART #610	230 Redwood Highway, Grants Pass, OR 97527
BI-MART #611	1920 Washburn Way, Klamath Falls, OR 97603
BI-MART #613	2687 W Main Street, Medford, OR 97501
BI-MART #615	1635 SW Baker Street, McMinnville, OR 97128
BI-MART #616	990 Biddle Road, Medford, OR 97504
BI-MART #618	2075 SE Tualatin Valley Highway, Hillsboro, OR 97123
BI-MART #620	100 Gateway Boulevard, Cottage Grove, OR 97424
BI-MART #622	1813 Molalla Avenue, Oregon City, OR 97045
BI-MART #624	3862 River Road N, Keizer, OR 97303
BI-MART #627	5744 Main Street, Springfield, OR 97478
BI-MART #632	5975 SW 185th Avenue, Beaverton, OR 97078
BI-MART #633	2155 Lancaster Drive NE, Salem, OR 97305
BI-MART #634	2900 E Haworth Avenue, Newberg, OR 97132
BI-MART #635	3225 Pacific Avenue, Forest Grove, OR 97116
BI-MART #639	1555 SW 53rd Street, Corvallis, OR 97333
BI-MART #640	13500 SW Pacific Highway, Suite 70, Tigard, OR 97223
BI-MART #643	1600 Mount Hood Avenue, Woodburn, OR 97071
BI-MART #644	4310 Highway 101, Florence, OR 97439
BI-MART #646	444 Pacific Avenue S, Monmouth, OR 97361
BI-MART #647	1701 Shaff Road, Stayton, OR 97383
BI-MART #649	2510 Willakenzie Road, Eugene, OR 97401
BI-MART #650	2601 Falk Road, Vancouver, WA 98661
BI-MART #651	12321 NE Halsey Street, Portland, OR 97230
BI-MART #652	833 E Central Avenue, Sutherlin, OR 97479
BI-MART #653	4315 SE Woodstock Boulevard, Portland, OR 97206
BI-MART #657	20000 SE Highway 212, Damascus, OR 97089
BI-MART #659	514 W Main Street, Molalla, OR 97038
BI-MART #661	3003 Addy Street, Washougal, WA 98671

BI-MART #662	4750 SW Western Avenue, Beaverton, OR 97005
BI-MART #663	4780 Royal Avenue, Eugene, OR 97402
BI-MART #665	2680 S Santiam Highway, Lebanon, OR 97355
BI-MART #668	550 S 4th Street, Coos Bay, OR 97420
BI-MART #669	25126 Jeans Road, Veneta, OR 97487
BI-MART #670	110 E 6th Avenue, Junction City, OR 97448
BI-MART #675	150 Melton Road, Creswell, OR 97426
BI-MART #676	391 NW Douglas Boulevard, Winston, OR 97496
BI-MART #677	36859 Highway 26, Sandy, OR 97055
BI-MART #682	1030 SE Oar Avenue, Lincoln City, OR 97367
BI-MART #683	248 Wharf Street, Brookings, OR 97415
BI-MART #685	1980 Main Street, Sweet Home, OR 97386
DOLLAR GENERAL #15483	94 SE Main Street, Winston, OR 97496
DOLLAR GENERAL #15484	1300 Easy Street, Brookings, OR 97415
DOLLAR GENERAL #15774	636 E Central Avenue, Sutherlin, OR 97479
DOLLAR GENERAL #15898	110 Tannhauser Avenue, Roseburg, OR 97471
DOLLAR GENERAL #16080	25658 Redwood Highway, Cave Junction, OR 97523
DOLLAR GENERAL #16274	110 W Main Street, Rogue River, OR 97537
DOLLAR GENERAL #16332	240 S Old Pacific Highway, Myrtle Creek, OR 97457
DOLLAR GENERAL #16352	22281 Highway 62, Shady Cove, OR 97539
DOLLAR GENERAL #16451	1215 North 8th Street, Lakeside, OR 97449
DOLLAR GENERAL #16483	649 N Myrtle Road, Myrtle Creek, OR 97457
DOLLAR GENERAL #16489	350 N Main Street, Canyonville, OR 97417
DOLLAR GENERAL #16558	1290 Redwood Avenue, Grants Pass, OR 97527
DOLLAR GENERAL #16686	800 W. Front Street, Merrill, OR 97633
DOLLAR GENERAL #16696	1008 S Chiloquin Boulevard, Chiloquin, OR 97624
DOLLAR GENERAL #16713	19604 N Umpqua Highway, Glide, OR 97443
DOLLAR GENERAL #16787	100 Timbers Boulevard, Smith River, CA 95567
DOLLAR GENERAL #17097	2140 Oregon Street, Port Orford, OR 97465
DOLLAR GENERAL #17223	340 N 3rd Street, Harrisburg, OR 97446
DOLLAR GENERAL #17290	658 Main Street, Philomath, OR 97370
DOLLAR GENERAL #17397	430 Main Street, Aumsville, OR 97325
DOLLAR GENERAL #17448	47624 Highway 58, Oakridge, OR 97463
DOLLAR GENERAL #17553	415 E Douglas Avenue, Gervais, OR 97026
DOLLAR GENERAL #17726	338 W B Avenue, Drain, OR 97435
DOLLAR GENERAL #17746	1035 2nd Street SE, Bandon, OR 97411
DOLLAR GENERAL #18000	380 NW Hemlock Street, Waldport, OR 97394
DOLLAR GENERAL #18086	1937 Main Street, Sweet Home, OR 97386
DOLLAR GENERAL #18164	203 Pacific Avenue, Glendale, OR 97442
DOLLAR GENERAL #18165	780 N 2nd Street, Jefferson, OR 97352
DOLLAR GENERAL #18246	1073 Monmouth Street, Independence, OR 97351
DOLLAR GENERAL #18301	935 Highway 101 N, Yachats, OR 97498
DOLLAR GENERAL #18394	1095 N 2nd Street, Silverton, OR 97381
DOLLAR GENERAL #18547	178 S Main Street, Brownsville, OR 97327
DOLLAR GENERAL #18772	3810 Greensprings Drive, Klamath Falls, OR 97601
DOLLAR GENERAL #18794	1915 Winchester Avenue, Reedsport, OR 97467
DOLLAR GENERAL #19709	2141 NE Diamond Lake Boulevard, Roseburg, OR 97470

DOLLAR GENERAL #19768	1950 SW Bridge Street, Grants Pass, OR 97526
DOLLAR GENERAL #19855	511 NE Main Street, Willamina, OR 97396
DOLLAR GENERAL #20076	24888 E Salmon River Road, Welches, OR 97067
DOLLAR GENERAL #20154	1001 Maryland Avenue, Myrtle Point, OR 97458
DOLLAR GENERAL #20588	728 W Main Street, Molalla, OR 97038
DOLLAR GENERAL #20770	417 Birch Avenue SW, Napavine, WA 98565
DOLLAR GENERAL #20866	1234 State Route 506, Vader, WA 98593
DOLLAR GENERAL #20892	7250 3rd Street SE, Turner, OR 97392
DOLLAR GENERAL #20960	892 Point Brown Avenue NE, Ocean Shores, WA 98569
DOLLAR GENERAL #21130	2399 Antelope Road, White City, OR 97503
DOLLAR GENERAL #21154	315 S Montesano Street, Westport, WA 98595
DOLLAR GENERAL #21342	5927 S 6th Street, Klamath Falls, OR 97603
DOLLAR GENERAL #21456	102 S Trade Street, Amity, OR 97101
DOLLAR GENERAL #21478	25380 Loten Way, Veneta, OR 97487
DOLLAR GENERAL #21676	332 First Avenue, Riddle, OR 97469
DOLLAR GENERAL #21729	1260 3rd Street, Lafayette, OR 97127
DOLLAR GENERAL #22570	78 Ph 10, Castle Rock, WA 98611
DOLLAR GENERAL #23270	111 S 72nd Street, Springfield, OR 97478
GROCERY OUTLET #12	2066 Highway 101, Florence, OR 97439
GROCERY OUTLET #062	1124 Highway 101 N, Crescent City, CA 95531
GROCERY OUTLET #149	4333 S 6th Street, Klamath Falls, OR 97603
GROCERY OUTLET #251	200 Gateway Boulevard, Cottage Grove, OR 97424
Grocery Outlet #315	721 N Coast Highway, Newport, OR 97365
Grocery Outlet #430	25110 Jeans Road, Veneta, OR 97487
Grocery Outlet #432	906 Chetco Avenue, Brookings, OR 97415
GROCERY OUTLET #509	780 NW Garden Valley Boulevard, Roseburg, OR 97471
Grocery Outlet #577	891 SE 1st Avenue, Canby, OR 97013
Grocery Outlet #600	3975 Commercial Street SE, Salem, OR 97302
HOME DEPOT #8557	3345 Grove Road, Phoenix, OR 97535
Pilot Travel Center # 195	91485 Biggs Rufus Highway, Wasco, OR 97065
Pilot Travel Center #1226	91558 Biggs Rufus Highway, Wasco, OR 97065
TARGET #609	2255 14th Avenue SE, Albany, OR 97322
TARGET #612	2750 Gateway Street, Springfield, OR 97477
TARGET #613	2000 Crater Lake Highway, Medford, OR 97504
TARGET #1405	4575 W 11th Avenue, Eugene, OR 97402
VITAMIN COTTAGE	2053 S Colorado Boulevard, Denver, CO 80222
WALGREENS #6530	1700 Pacific Boulevard SE, Albany, OR 97321
WALGREENS #7373	111 Union Avenue, Grants Pass, OR 97527
WALGREENS #7975	5807 Main Street, Springfield, OR 97478
WALGREENS #9258	1210 Mohawk Boulevard, Springfield, OR 97477
WALGREENS #10812	6 W Q Street, Springfield, OR 97477
WALGREENS #11643	1675 Coburg Road, Eugene, OR 97401
WALGREENS #12068	1377 NE Stephens Street, Roseburg, OR 97470
WALGREENS #12290	1704 E Main Street, Cottage Grove, OR 97424
WALGREENS #12596	2280 W Main Street, Medford, OR 97501
WALGREENS #12901	3411 Broadway Avenue, North Bend, OR 97459
WALGREENS #13819	1236 NW Garden Valley Boulevard, Roseburg, OR 97471

WALGREENS #15239	27 S Coast Highway, Newport, OR 97365
WALGREENS #15974	43 N Front Street, Central Point, OR 97502
Whole Foods Market - Eugene	353 E Broadway, Eugene, OR 97401
WAREMART #153	5450 River Road N, Keizer, OR 97303
WINCO FOODS #3 PBS	2335 NW Kings Boulevard, Corvallis, OR 97330
WINCO FOODS #7 PBS	636 W Harris Street, Eureka, CA 95503
WINCO FOODS #9 PBS	11250 SE 82nd Avenue, Happy Valley, OR 97086
WINCO FOODS #13 PBS	1222 NE 102nd Avenue, Portland, OR 97220
WINCO FOODS #14 PBS	3025 SW Cedar Hills Boulevard, Beaverton, OR 97005
WINCO FOODS #15 PBS	1950 NE 122nd Avenue, Portland, OR 97230
WINCO FOODS #18 PBS	1240 Lancaster Drive SE, Salem, OR 97317
WINCO FOODS #20 PBS	4575 Commerical Street SE, Salem, OR 97302
WINCO FOODS #22 PBS	9700 NE Highway 99, Vancouver, WA 98665
WINCO FOODS #23 PBS	7501 SW Dartmouth Street, Tigard, OR 97223
WINCO FOODS #28 PBS	1500 SW Oak Street, Hillsboro, OR 97123
WINCO FOODS #34 PBS	1920 Olympic Street, Springfield, OR 97477
WINCO FOODS #39 PBS	4275 Barger Drive, Eugene, OR 97402
WINCO FOODS #40 PBS	7330 NE Butler Street, Hillsboro, OR 97124
WINCO FOODS #41 PBS	2585 NE Highway 99W, McMinnville, OR 97128
WINCO FOODS #44 PBS	251 E Barnett Road, Medford, OR 97501
WINCO FOODS #47 PBS	2511 SE 1st Street, Gresham, OR 97080
WINCO FOODS #49 PBS	905 NE 136th Avenue, Vancouver, WA 98684
WINCO FOODS #51 PBS	120 Triangle Shopping Center, Longview, WA 98632
WINCO FOODS #64 PBS	2101 NE Andresen Road, Vancouver, WA 98661
WINCO FOODS #72 PBS	11310 NE 119th Street, Vancouver, WA 98662
WINCO FOODS #132 PBS	7979 SE Powell Boulevard, Portland, OR 97206
WINCO FOODS #138 PBS	231 NE Terry Lane, Grants Pass, OR 97526
WINCO FOODS #143 PBS	3100 Pacific Blvd. SE, Albany, OR 97321
WINCO FOODS #154 PBS	19701 Highway 213, Oregon City, OR 97045
WinCo Foods #163	2815 Chad Drive, Eugene, OR 97408
WinCo Foods #172	2757 NW Stewart Parkway, Roseburg, OR 97471
WINCO FOODS #38	1737 Monmouth Street, Independence, OR 97351
WALMART #1880	2051 Newmark Avenue, Coos Bay, OR 97420
ALL STAR LIQUOR	12559 US Highway 101 N, Smith River, CA 95567
BIOFUEL - SEQUENTIAL	86714 McVay Highway, Eugene, OR 97405
BRIDGE COUNTRY STORE	51304 Hatfield Road, Myrtle Point, OR 97458
Cascade Farm Store	5415 Main Street, Springfield, OR 97478
CASEY'S RV PARK	46443 Westfir Road, Westfir, OR 97492
CHEVRON - BAYSHORE	600 N Bayshore Drive, Coos Bay, OR 97420
Coastal Farm & Ranch	7303 Crater Lake Highway, White City, OR 97503
DEXTER MARKET	38830 Dexter Road, Dexter, OR 97431
ENGLUND MARINE	191 Citizens Dock Road, Crescent City, CA 95531
FRANZ BAKERY	5923 S 350 W, Murray, UT 84107
GAT Airline Ground Support	28801 Douglas Drive, Eugene, OR 97402
H & S Stations	900 US Highway 101 N, Crescent City, CA 95531
HI-SCHOOL PHARMACY- WALDPOR	110 SW Highway 101, Waldport, OR 97394

HISTORIC WILSONS MARKET	90 June Avenue SE, Bandon, OR 97411
JUNCTION CITY LIQUOR	1650 Ivy Street, Junction City, OR 97448
LOON LAKE LODGE	9011 Loon Lake Road, Reedsport, OR 97467
LTI INC MILKY WAY	411 Park Hill Lane, Sutherlin, OR 97479
MARKET OF CHOICE #9	67 W 29th Avenue, Eugene, OR 97405
MITO SCIENCES	1850 Millrace Drive, Suite 3A, Eugene, OR 97403
Oregon Coast RV Park	75381 US Highway 101, Reedsport, OR 97467
OREGON FREEZE DRY	32136 Hooska Avenue, Tangent, OR 97389
OSPREY POINT RV RESORT	1505 N Lake Road, Lakeside, OR 97449
PORT O' CALL	155 1st Street SE, Bandon, OR 97411
RICHARDSON PARK CAMPGROUND	25950 Richardson Park Road, Junction City, OR 97448
SEA PERCH RV	95480 Highway 101 S, Yachats, OR 97498
SO DELICIOUS DAIRY FREE	1130 Shelley Street, Springfield, OR 97477
SPINREEL ATV	67045 Spinreel Road, North Bend, OR 97459
TRI PASS SKI CLUB	26116 Bangs Road, Junction City, OR 97448
Turtle Rock	28788 Hunter Creek Loop, Gold Beach, OR 97444
WORLD WIDE FLIGHT SERVICES INC	Eugene Airport, Eugene, OR 97402

## Schedule 5

<b>Customer Name</b>	<b>Address</b>
A 1 SMOKE SHOP	7200 W Seltice Way, Post Falls, ID 83854-7785
Air Show Network	100 N Chennault Avenue, Fairchild AFB, WA 99011-9467
BEVERAGE BARN	447 N Bay Street, Post Falls, ID 83854-6325
BIG SMOKE	213 W Appleway Avenue, Suite 1, Coeur d'Alene, ID 83814-9372
Big Smoke	3134 E Mullan Avenue, Post Falls, ID 83854-5321
Big Smoke - Hayden	9170 N Hess, Suite #C, Hayden, ID 83835
Black Rock Marina	10201 W Rockford Bay Road, Coeur d'Alene, ID 83814-8619
BOARDWALK MARINA	115 S 2nd Street, Coeur d'Alene, ID 83814-2738
Camp Coeur d'Alene	10588 E Wolf Lodge Bay Road, Coeur d'Alene, ID 83814-5197
CDA Paving and Concrete Specialties	6399 W. Bedrock Road, Post Falls, ID 83854
CEDARS FLOATING RESTAURANT	1514 S Marina Drive, Coeur d'Alene, ID 83814-5849
Citizen Council for the Arts, Inc	17 E Wallace Avenue, Coeur d'Alene, ID 83816
Coeur d'Alene Paving	2492 W Highway 53, Rathdrum, ID 83858-7566
Coeur D'Alene Resort	115 S 2nd Street, Coeur d'Alene, ID 83814-2738
CROSSETTS FOOD MART	101 N First Street, Oakesdale, WA 99158-9675
DALTON CENEX	5871 N Goverment Way, Dalton Gardens, ID 83815
DJ EASY STOP	2694 E Highway 2, Oldtown, ID 83822-9250
Dock Cash - Taxable	4427 W Industrial Loop, Coeur d'Alene, ID 83815-6018
ED'S R&R	84752 State Highway 3, St Maries, ID 83861
Eleventh St Dock Owners	1100 E Lakeshore Drive, Coeur d'Alene, ID 83814-4918
FAIRWAY GAS AND GROCERY	1735 W Kathleen Avenue, Coeur d'Alene, ID 83815-8404
FERNWOOD MERCANTILE	68 PO Box, Saint Maries, ID 83861-0068
FIGHTING CREEK	12727 W Elder Road, Worley, ID 83876-8642
Fishers of Men Bait and Tackle	22 E Dufort Road, Sagle, ID 83860-9459
FRONTIER GROCERY	2707 W Seltice Way, Post Falls, ID 83854-8182
G & G Riverstop	21170 Coeur Dalene River Road, Wallace, ID 83873-9729
G2 SECURE STAFF	2933 S Flint Road, Spokane, WA 99224-9478
GOZZER RANCH GOLF	6801 S Gozzer Road, Harrison, ID 83833-6019
GOZZER RED BARN	5945 S Buckrail Road, Harrison, ID 83833-7896
Hawaiian Lion Shave Ice	4427 W Industrial Loop, Coeur d'Alene, ID 83815-6018
Hayden Lake Marina	3830 E Hayden Lake Road, Hayden Lake, ID 83835-8022
HUTTONS GENERAL STORE	17505 S Highway 97, Harrison, ID 83833-8788
Idaho Dept of Lands	3284 W Industrial Loop, Coeur d'Alene, ID 83815-6021

J&E STOP	144 Poplar Street, Clarkia, ID 83812-9601
JIFF-EE MART	1604 Lincoln Way, Coeur d'Alene, ID 83814-2423
LAKE CLUB	4496 S Arrow Point Drive, Harrison, ID 83833-8675
Life Net Health NW	611 E 2nd Avenue, Spokane, WA 99202-6010
Little Diamond KOA	1002 McGowen Road, Newport, WA 99156-9323
Nashville North	6361 W Seltice Way, Post Falls, ID 83854-4603
North Idaho Centennial Trail Foundation	105 N 1st Street, # 100, Coeur d'Alene, ID 83814-5759
NORTH IDAHO FAIR	2437 PO Box, Coeur d'Alene, ID 838162437
Odie's Bayside Grocery	1591 Garfield Bay Road, Sagle, ID 83860-9412
Outdoor Pursuits	5945 S Buckrail Road, Harrison, ID 83833-7896
Panhandle Kiwanis Club	3014 PO Box, Coeur d'Alene, ID 83816-3014
PANHANDLE YACHT CLUB	19185 S Highway 97, Harrison, ID 83833-8714
PECK & PECK EXCAVATING	3386 N Highway 41, Post Falls, ID 83854-5897
Pilgrims Market	1316 N 4th Street, Coeur d'Alene, ID 8381-43220
Plummer Quick Stop	300 10th Street, Plummer, ID 83851-8501
POTLATCH LUMBER	2200 Railroad Avenue, Saint Maries, ID 83861-2240
ROSE LAKE GENERAL STORE	11235 S Highway 3, Cataldo, ID 83810-9685
SILVER BEACH MARINA	4316 E Coeur D Alene Lake Drive, Coeur d'Alene, ID 83814-7772
SMART FOODSERVICE #573	7630 N Division Street, Spokane, WA 99208-5614
SMOKES AND SUDS	6848 N Government Way, Dalton Gardens, ID 83815-7798
SS Spokane LLC	4417 W Wellesley Avenue, Spokane, WA 99205-1972
TOUCH OF COUNTRY	18111 S Molter Road, Rockford, WA 99030-9766
Trego/Dungan Aviation of Grand Island, Inc.	9000 W Airport Drive, Spokane, WA 99224-9437
TRIBAL CHEVRON	Highway 95, Worley, ID 83876
Wolf Lodge Campground	12329 E Frontage Road, Coeur d'Alene, ID 838145269
YACHT CLUB SALES	1000 S Marina Dr Blackwell Isl, Coeur d'Alene, ID 83815
ALBERTSONS #206	9001 N Indian Trail Road, Spokane, WA 99208-9116
ALBERTSONS #241	400 Bridge Street, Clarkston, WA 99403-1931
ALBERTSONS #254	161 W Prairie Avenue, Hayden, ID 83835-8284
ALBERTSONS #258	13606 E 32nd Avenue, Spokane Valley, WA 99216-0113
ALBERTSONS #265	6520 N Nevada Street, Spokane, WA 99208-5100
ALBERTSONS #2248	1304 N Liberty Lake Road, Liberty Lake, WA 99019-8523
SAFEWAY #251	1208 Morgan Street, Davenport, WA 99122-9503
SAFEWAY #337	10 West Colville Avenue, Chewelah, WA 99109
SAFEWAY #342	1616 West Northwest Boulevard, Spokane, WA 99205

SAFEWAY #383	1320 S Blaine Street, Moscow, ID 83843-3971
SAFEWAY #385	391 N Main Street, Colville, WA 99114-2309
SAFEWAY #1159	121 W Walnut Street, Newport, WA 99156-9030
SAFEWAY #1242	2509 E 29th Avenue, Spokane, WA 99223-4803
SAFEWAY #1299	10100 N Newport Highway, Spokane, WA 99218-1369
SAFEWAY #1470	121 W Neider Avenue, Coeur d'Alene, ID 83815-9300
SAFEWAY #1473	14020 E Sprague Avenue, Spokane Valley, WA 99216-2125
SAFEWAY #1494	2507 W Wellesley Avenue, Spokane, WA 99205-5007
SAFEWAY #1740	2710 1st Street, Cheney, WA 99004-2032
SAFEWAY #1799	3919 N Market Street, Spokane, WA 99207-5813
SAFEWAY #2639	430 SE Bishop Boulevard, Pullman, WA 99163-5503
SAFEWAY #3248	902 W Francis Avenue, Spokane, WA 992056513
SAFEWAY #3255	933 E Mission Avenue, Spokane, WA 99202-1923
AMERICAN AIRLINES GEG	Spokane National Airport, Spokane, WA 99224
BI-MART #674	2221 1st Street, Cheney, WA 99004-2049
BI-MART #678	1589 PO Box, Deer Park, WA 99006-1589
Cabela's #425 - Post Falls	101 N Cabela Way, Post Falls, ID 83854-6522
Levy Restaurants - Spokane Pavilion/SPAV	574 West N Howard Street, Spokane, WA 99201
Levy @ Spokane Arena	720 W Mallon Avenue, Spokane, WA 99201-2134
LEVY@ ONE SPOKANE STADIUM	501 W Gardener Avenue, Spokane, WA 99201
DOLLAR GENERAL #23351	78 Sagle Road, Sagle, ID 83860-8253
DOLLAR GENERAL #23769	279 State Highway 57, Priest River, ID 83856
Dollar General #30343	6003 Highway 291, # B, Nine Mile Falls, WA 99026-9565
Delta Airlines GEG	9000 W Airport Drive, Spokane, WA 99224-9437
DOLLAR TREE #2477	740 N Cecil Road, # 13, Post Falls, ID 83854-5322
DOLLAR TREE #5453	821 S Main Street, Suite N, Deer Park, WA 99006-8234
DOLLAR TREE #6384	16484 N Highway 41, Rathdrum, ID 83858-6888
DOLLAR TREE #8503	167 E. Commerce Drive, Smelterville, ID 83868
FELD ENTERTAINMENT INC	720 W Mallon Avenue, Spokane, WA 99201-2134
FAMILY DOLLAR FD BOX #12593	317 E Seltice Way, Post Falls, ID 83854-7988
FAMILY DOLLAR FD BOX #12659	396 Selkirk Way, Oldtown, ID 83822
FAMILY DOLLAR FD BOX #12955	452 1st Street, Davenport, WA 99122
FAMILY DOLLAR FD BOX #13102	6053 W Van Buren Street, Spirit Lake, ID 83869
CDA GROCERY OUTLET	410 W Neider Avenue, Coeur d'Alene, ID 83815-6078
Grocery Outlet #310	10831 W Sr2 Highway, Airway Heights, WA 99001

Grocery Outlet #572	2588 N Highway 41, Post Falls, ID 83854-6829
Home Depot #4714	5617 E Sprague Avenue, Spokane Valley, WA 99212-0826
Home Depot #4719	9116 N Newport Highway, Spokane, WA 99218-1212
Love's Travel Stop #0301	4208 W Expo Parkway, Post Falls, ID 83854-7323
MAVERIK #491	6415 N Ramsey Road, Coeur d'Alene, ID 83815-8400
Maverik #519	425 W Hayden Avenue, Hayden, ID 83835-8104
Maverik #607	5992 W Pointe Parkway, Post Falls, ID 83854
Maverik #614	5525 N Government Way, Coeur d'Alene, ID 83815-9259
Maverik #629	847 N Highway 41, Post Falls, ID 83854-7893
Flying J Travel Center #639	3636 W 5th Avenue, Post Falls, ID 83854-7420
RITE AID #5303	810 E 29th Avenue, Spokane, WA 99203-3219
RITE AID #5304	2215 W Wellesley Avenue, Suite A, Spokane, WA 99205-5000
RITE AID #5305	12222 E Sprague Avenue, Spokane Valley, WA 99206-5151
RITE AID #5307	5840 N Division Street, Spokane, WA 99208-1207
RITE AID #5309	1443 N Argonne Road, Spokane Valley, WA 99212-2685
RITE AID #5311	12420 N Division Street, Spokane, WA 99218-1930
RITE AID #5312	2929 E 29th Avenue Wa, Spokane, WA 99223
RITE AID #5313	4514 S Regal Street, Spokane, WA 99223-7937
RITE AID #5420	208 W Ironwood Drive, Coeur d'Alene, ID 83814-2640
RITE AID #6200	43 W Prairie Shopping Center, Hayden, ID 83835-9854
RITE AID #6553	9007 N Indian Trail Road, Spokane, WA 99208-9116
7-11 #42405	4093 E Poleline Avenue, Post Falls, ID 83854-6996
7-11 #18256	924 E Empire Avenue, Spokane, WA 99207-3014
7-11 #20522	2122 N Pines Road, Spokane Valley, WA 99206-4719
7-11 #23781	650 N Idaho Street, Post Falls, ID 83854-8669
S&S PETROLEUM TESORO #62133	2301 E Sherman Avenue, Coeur d'Alene, ID 83814-5337
S&S PETROLEUM TESORO #62135	14704 E Sprague Avenue, Spokane Valley, WA 992162256
S&S PETROLEUM TESORO #62136	13819 E Trent Avenue, Spokane Valley, WA 99216-2230
S&S PETROLEUM TESORO #62138	6021 E Trent Avenue, Spokane Valley, WA 99212-1213
S&S PETROLEUM TESORO #62149	901 East Sharp Avenue, Spokane, WA 99202
S&S PETROLEUM TESORO #62152	82 E Highway, Oldtown, ID 83822
S&S PETROLEUM TESORO #62166	228 S Thor Street, Spokane, WA 99202-4954

S&S PETROLEUM TESORO #62500	8901 N Indian Trail Road, Spokane, WA 99208-9157
S&S PETROLEUM TESORO #62503	198 W Ironwood Drive, Coeur d'Alene, ID 83814-2693
S&S PETROLEUM TESORO #62510	6616 N Nevada Street, Spokane, WA 99208-5102
TARGET #636	9770 N Newport Highway, Spokane, WA 992181249
TARGET #679	315 W Canfield Avenue, Coeur d'Alene, ID 83815-7750
TARGET #2857	4915 S Regal Street, Spokane, WA 99223-7633
TOTAL WINE & MORE #1403	9980 N Newport Highway, Spokane, WA 99218-1368
TOTAL WINE & MORE #1408	13802 E Indiana Avenue, Spokane Valley, WA 99216-5086
ChefStore Cash and Carry Food Mart	208 E Appleway Avenue, Coeur d'Alene, ID 83814-3724
NATURAL GROCERS	4603 N Division Street, Spokane, WA 99207-1529
WALGREENS #1993	12312 E Sprague Avenue, Spokane Valley, WA 99216-0720
WALGREENS #2205	12315 N Division Street, Spokane, WA 99218-1951
WALGREENS #5817	1708 W Northwest Boulevard, Spokane, WA 99205-3600
WALGREENS #5818	2105 E Wellesley Avenue, Spokane, WA 99207-4271
WALGREENS #5913	7905 N Division Street, Spokane, WA 99208-5633
WALGREENS #5914	15510 E Sprague Avenue, Spokane Valley, WA 99037-8945
WALGREENS #6863	335 W Appleway Avenue, Coeur d'Alene, ID 83814-9306
WALGREENS #7034	12 E Empire Avenue, Spokane, WA 99207-1706
WALGREENS #7846	2702 N Argonne Road, Spokane, WA 99212-2305
WALGREENS #7949	706 E Seltice Way, Post Falls, ID 83854-8674
WALGREENS #10314	260 W Honeysuckle Avenue, Hayden, ID 83835-9270
WALGREENS #10788	1502 N Liberty Lake Road, Liberty Lake, WA 99019-8631
WALGREENS #10946	2830 S Grand Boulevard, Spokane, WA 99203-2528
WINCO FOODS #29 PBS	1700 W Pullman Road, Moscow, ID 83843
WINCO FOODS #68 PBS	9257 N Nevada Street, Spokane, WA 99218-5023
WINCO FOODS #70 PBS	9718 E Sprague Avenue, Spokane Valley, WA 99206-3621
WINCO FOODS #101 PBS	1485 W Appleway Avenue, Coeur d'Alene, ID 83814-9357
WINCO FOODS #128 PBS	2001 17th Street, Lewiston, ID 83501-4006
WALMART #1870	1690 SE Harvest Drive, Pullman, WA 99163-6000
WALMART #2006	306 5th Street, Clarkston, WA 99403-1860
WALMART #2485	476999 Highway 95, Ponderay, ID 83852-9738
WALMART #2539	15727 East Broadway, Spokane, WA 99037
WALMART #2549	9212 N Colton Street, Spokane, WA 99218-1284

WALMART #2865	2301 W Wellesley Avenue, Spokane, WA 99205-5004
WALMART #3472	3050 E Mullan Avenue, Post Falls, ID 83854-8939
WALMART #3511	550 W Honeysuckle Avenue, Hayden, ID 83835-6042
WALMART #4249	583 Commerce Drive, Smelterville, ID 83868
WALMART #4394	1221 S Hayford Road, Spokane, WA 99224-7023
WALMART #4395	6405 W Pointe Parkway, Post Falls, ID 83854-6948
WALMART #5869	2470 W Pullman Road, Moscow, ID 83843-4034
WALMART #5883	5025 E Sprague, Spokane, WA 99256-0001
Walmart Supercenter #1947	902 Engh Road, Omak, WA 98841-9473
U.S. Forest Service department of Agriculture	11569 N Airport Road, Hayden Lake, ID 83835-5035
US Forest Service - ID National Panhandle Forest	3260 W Nursery Road, Coeur d'Alene, ID 83815-8420
96th St. Smoke & Beer	2015 S 96th Street, Suite 2, Tacoma, WA 98444-1774
A'S WINE & SPIRITS	6820 19th Street W, University Place, WA 98466-5528
ALLENTOWN SUPERETTE	12404 42nd Avenue S, Tukwila, WA 98168-2526
ARCO - TG CNI, LLC	17200 140th Avenue SE, Renton, WA 98058-7014
Arco Am Pm	31855 Pacific Highway S, Federal Way, WA 98003-5409
Arco Gas Station	305 A Street SE, Auburn, WA 98002-5428
Barney & Al Chevron	1649 Bellevue Way SE, Bellevue, WA 98004-7112
BELLEVUE WAY CHEVRON	2626 Bellevue Way NE, Bellevue, WA 98004-2209
BLACK BEAR OUTPOST	16114 Pacific Avenue S, Spanaway, WA 98387-8261
Blue Max Meats	29304 State Route 410 E, Buckley, WA 98321-9424
Boise Creek Trading Post	46918 244th Avenue SE, Enumclaw, WA 98022-8470
Brightview Landscapes	5524 66th Avenue E, Puyallup, WA 98371-3718
BROWN BEAR CAR WASH #1031	3724 Factoria Boulevard SE, Bellevue, WA 98006-6130
BROWN BEAR CAR WASH #1043	34017 Hoyt Road SW, Federal Way, WA 98023-3208
Brownsville Mart	9730 Brownsville Highway NE, Bremerton, WA 98311-9304
CAMPEON MARKET CORP-FEDERAL WAY	31009 Pacific Highway S, Federal Way, WA 98003-4903
CANYON ROAD GAS&DELI	16105 Canyon Road E, Puyallup, WA 98375-7539
CENTER STREET CHEVRON	4814 Center Street, Tacoma, WA 98409-2320
CHAMBERS BAY GOLF	6320 Grandview Drive W, University Place, WA 98467-1060
CHEAP SMOKE & GROCERY	8203 South Tacoma Way, Lakewood, WA 98499-4535
Chevron	1692 Lake Tapps Parkway SE, Auburn, WA 98092-8377

Chevron	34727 Pacific Highway S, Federal Way, WA 98003-6868
Chevron - 301 S Grady	301 S Grady Way, Renton, WA 98057-3205
Chevron - 1712 S 356th	1712 S 356th Street, Federal Way, WA 98003-8304
Chevron - 10715 SE 240	10715 SE 240th Street, Kent, WA 98031-5380
Chevron - 19923 International	19923 International Boulevard, Seatac, WA 98188-5417
Chevron - 27121 Military RD	27121 Military Road S, Kent, WA 98032-7007
Chevron - 31204 Federal Way	31204 Pacific Highway S, Federal Way, WA 98003-5402
DASHPOINT ARCO	1600 SW 312th Street, Federal Way, WA 98023-4407
Dashpoint Chevron	1650 SW Dash Point Road, Federal Way, WA 98023-4530
DES MOINES MARINA	22307 Dock Avenue S, Des Moines, WA 98198-4627
Des Moines Market	820 S Kent Des Moines Road, Des Moines, WA 98198-8101
Dolce Vita Coffee	6524 NE 181st Street, # 12, Kenmore, WA 98028-4851
FOSS HARBOR MARINA	821 Dock Street, Tacoma, WA 98402-4612
Gravelly Lake 76	13101 Gravelly Lake Drive SW, Lakewood, WA 98499-1467
GREEN APPLE EVENTS AND CATERIN	14828 NE 95th Street, Redmond, WA 98052-2541
H MART	31217 Pacific Highway S, Federal Way, WA 98003-5401
H MART	8720 South Tacoma Way, Lakewood, WA 98499-4545
HADLOCK GAS MART	1100 Ness Corner Road, Port Hadlock, WA 98339-9443
Hoquiam liquor store	2614 Simpson Avenue, Hoquiam, WA 98550-2929
HUNGRY BEAR MARKET #1052	406 High School Road NE, Bainbridge Island, WA 98110-1625
Java Java Coffee Co. Inc	15220 SE 272nd Street, Kent, WA 98042-4241
Jim's Deli	9318 S Steele Street, Suite 1, Tacoma, WA 98444-6887
King County Light Rail	3407 Airport Way S, Seattle, WA 98134-2119
Kona Ice of Lakewood	1529 Mounts Road SW, DuPont, WA 98327
LAKE TAPPS MINI MART (TEXACO)	18215 9th Street E, Lake Tapps, WA 98391-6530
LIFE NET HEALTH NW TISSUE SVCS	501 SW 39th St, Renton, WA 980574968
LUCKY 5	8856 35th Avenue SW, Seattle, WA 98126-3606
Lucky Devil Latte	623 Central Avenue S, Kent, WA 98032-6110
MAGNOLIA 76	2120 W Emerson Place, Seattle, WA 98199-1256
Main Ave 76	1504 E Main, Puyallup, WA 98372-3140
MERCER ISLAND CHEVRON	7655 Sunset Highway, Mercer Island, WA 98040-2824

MEYDENBAUER BAY YACHT CLUB	9927 Meydenbauer Way SE, Bellevue, WA 98004-6028
MILGARD	965 54th Avenue E, Fife, WA 98424-2729
MLK CHEVRON	6600 Martin Luther King Jr. Way S, Seattle, WA 98118-3261
MR MART	1504 E Main, Puyallup, WA 98372-3140
NARROWS MARINA BAIT & TACKLE	9007 S 19th Street, Suite 100, Tacoma, WA 98466-1819
NISQUALLY MARKET	11741 Pacific Highway SW, Lakewood, WA 98499-5176
NOAH'S GROCERY	4700 50th Avenue S, Seattle, WA 98118-1838
Nordland General Store	7180 Flagler Road, Nordland, WA 98358-9800
OLYMPIC GROCERY & DELI	6601 South Tacoma Way, Tacoma, WA 98409-4024
OLYMPIC SCIENTIFIC	4246 24th Avenue W, Seattle, WA 98199-1216
ONE TIME SPECIAL EVENTS	Unknown, Seattle, WA 98105
PARK AVE FOODS	7214 S Park Avenue, Tacoma, WA 98408-5414
Pete's Market	58 E Lynn Street, Seattle, WA 98102-3421
PLATEAU SHELL	22631 NE Inglewood Hill Road, Sammamish, WA 98074-7105
PORT LUDLOW MARINA	1 Gull Drive, Port Ludlow, WA 98365-9215
Port Ludlow Village Market	40 Village Way, Port Ludlow, WA 98365-9762
PORT OF KINGSTON	25864 Washington Boulevard NE, Kingston, WA 98346
PREMIER PETROLEUM LLC	4580 Fauntleroy Way SW, Seattle, WA 98126-2740
QUILCENE VILLAGE STORE	294235 US Highway 101, Quilcene, WA 98376-9766
River Road Food Mart	1720 River Road, Puyallup, WA 98371-3879
ROSE HILL CAR WASH	12520 NE 85th Street, Kirkland, WA 98033-8047
Ross Park Convenience Store	4404 3rd Avenue NW, Seattle, WA 98107-4402
ROTARY GROCERY	1503 B Pike Place, Seattle, WA 98101-1526
ROXBURY 76	2851 SW Roxbury Street, Seattle, WA 98126-4148
S & S QUICK STOP	603 112th Street S, Tacoma, WA 98444-5625
SCHWARTZ BROTHERS BAKERY - REN	1010 SW 34th Street, Renton, WA 98057-4813
SEATTLE SUPER MARKET	4801 Beacon Avenue S, Seattle, WA 98108-1502
Sedgwick One stop	1701 SE Sedgwick Road, Port Orchard, WA 98366-9598
SHAW ROAD FOOD MART	12714 122nd Street E, Puyallup, WA 98374-2343
South Hill Pitstop Express	801 S Hill Park Drive, Puyallup, WA 98373-1432
Stop by Corner	14857 Tukwila International Boulevard, Tukwila, WA 98168-4328
Storyville Coffee	9459 Coppertop Loop NE, Bainbridge Island, WA 98110-3647
SUNSET BEACH GROCERY & DELI	17151 E Highway 106, Belfair, WA 98528
SUPER 24 FOODS STORE	6402 Lake Washington Boulevard NE, Kirkland, WA 98033-6818

TIKI CAR WASH/ CHEVRON	11909 NE 8th Street, Bellevue, WA 98005-3023
Valley Gas & Car Wash	204 Valley Avenue NE, Puyallup, WA 98372-2501
WALT'S LYNNWOOD CTR MARKET	4759 Lynwood Center Road NE, Bainbridge Island, WA 98110-3242
Wauna Liquor	11717 State Route 302 NW, Gig Harbor, WA 98329- 7223
WEST LAKE DELI/DELI EXPRESSO	2132 Westlake Avenue N, Seattle, WA 98109-2404
WESTGATE SHELL MINI MART	660 Edmonds Way, Edmonds, WA 98020-4690
YARROW BAY MARINA	5207 Lake Washington Boulevard NE, Kirkland, WA 98033-7321
ZIP MARKET/TEXACO	10645 16th Avenue SW, Seattle, WA 98146-2077
SAFEWAY #496	15000 NE 24th Street, Redmond, WA 98052-5531
SAFEWAY #544	21301 Highway 410, Bonney Lake, WA 98391
SAFEWAY #555	630 228th Avenue NE, Sammamish, WA 98074- 7241
SAFEWAY #558	6911 Coal Creek Parkway SE, Newcastle, WA 98059-3136
SAFEWAY #792	17023 SE 272nd Street, Covington, WA 98042-4948
SAFEWAY #1186	27035 Pacific Highway S, Des Moines, WA 98198- 9250
SAFEWAY #1528	460 SW Mt Si Boulevard, North Bend, WA 98045- 8291
SAFEWAY #1966	13101 SE Kent Kangley Road, Kent, WA 98030- 7915
Safeway #2932 FC	4115 SW Admiral Way, Seattle, WA 98116-2517
SAFEWAY #4616 C-STORE	3205 Harrison Avenue NW, Olympia, WA 98502- 8704
SAFEWAY FUEL #4608	2611 E Sims Way, Port Townsend, WA 98368-4617
AM/PM # 5445 - SEATTLE	665 23rd Avenue, Seattle, WA 98122-6000
BI-MART #684	310 Myrtle Street, Aberdeen, WA 98520-4416
BI-MART #687	1353 Olney Avenue SE, Port Orchard, WA 98366- 4044
COSTCO #6	400 Costco Drive, Suite 150, Tukwila, WA 98188- 4808
COSTCO #639	955 W Washington Street, Sequim, WA 98382-3266
Levy Restaurants - Century Link	800 Occidental Avenue S, Seattle, WA 98134-1200
Circle K #2655214	3727 Factoria Boulevard SE, Bellevue, WA 98006- 6131
CENTERPLATE @ SAFECO FIELD	First Ave S & S Atlantic Street, Seattle, WA 98134
DoorDash - SEA-1	2235 5th Avenue, Seattle, WA 98121-1807
DoorDash Seattle-2	3701 S Cedar Street, Tacoma, WA 98409-5732
DoorDash-BLV-1	1015 Andover Park E, Tukwila, WA 98188-7615
DOLLAR GENERAL #20961	198 N Summit Road, McCleary, WA 98557-9506
DOLLAR GENERAL #25850	105 Solki Road, Aberdeen, WA 98520-8842
Delta Airlines SEA	18627 28th Avenue S, Seatac, WA 98158-1302

Extra Mile #380309	27121 Military Road S, Kent, WA 98032-7007
FELD ENTERTAINMENT INC	2727 E D Street, Tacoma, WA 98421-1216
Grocery Outlet #354	6625 132nd Avenue NE, Kirkland, WA 98033-8627
GROCERY OUTLET #537	10 Eagle Drive, Elma, WA 98541-9161
GROCERY OUTLET-#189 (TACOMA)	3510 S 56th Street, Tacoma, WA 98409-4206
MONSTER ENERGY SHURGARD STORA	3270 B Street NW, Suite C, Auburn, WA 98001-1706
Mission Foods (Gruma USA)	6611 Valley Avenue E, Fife, WA 98424-2250
NEX Bremerton MM Jackson	5885 Chinook Pass Street, Bremerton, WA 98312-1975
Pilot Flying J #1169	2725 93rd Avenue SW, Tumwater, WA 98512-9132
Pilot PE #1173	1440 Puyallup Avenue, Tacoma, WA 98421-2327
Pilot Travel Center #151	2430 93rd Avenue SW, Tumwater, WA 98512-1027
RITE AID #5215	301 High School Road NE, Bainbridge Island, WA 98110-1608
RITE AID #5217	9000 Rainier Avenue S, Seattle, WA 98118-5017
RITE AID #5254	4117 Kitsap Way, Bremerton, WA 98312-2449
RITE AID #5260	3282 Bethel Road SE, Port Orchard, WA 98366-5603
RITE AID #5265	520 W Washington Street, Sequim, WA 98382-3279
RITE AID #6462	27000 Miller Bay Road NE, Kingston, WA 98346-9371
SAFEWAY #3613 FC	34812 SE Douglas Street, Snoqualmie, WA 98065-9220
7-11 #22261	201 Lincoln Street, Hoquiam, WA 98550-1836
7-11 #22762	5801 Olympic Highway, Aberdeen, WA 98520-8862
7-11 #23020	1522 E Madison Street, Seattle, WA 98122-4014
7-11 #23228	31006 Pacific Highway S, Federal Way, WA 98003-4983
7-11 #38727	9902 200th Avenue E., Bonney Lake, WA 98391
7-11 #38862	100 Ellingson Road, Pacific, WA 98047
7-11 #41705	8901 Bridgeport Way SW, Lakewood, WA 98499-2431
7-11 #41884	4044 Pacific Avenue SE, Lacey, WA 98503-1111
7-11 #42046	1501 Auburn Way N, Auburn, WA 98002-3307
7-11 #42047	17519 Pacific Avenue S, Spanaway, WA 98387-8208
7-11 #42048	34727 Pacific Highway S, Federal Way, WA 98003
7-11 #42243	19011 141st Street Ct E, Bonner Lake, WA 98391
7-Eleven #38557	5516 E Portland Avenue, Tacoma, WA 98404-4533
7-11 # 14436	4312 SW Admiral Way, Seattle, WA 98116-2423
7-11 # 14438	11065 8th Avenue S, Seattle, WA 98168-1507
7-11 # 14441	11505 SE 168th Street, Renton, WA 98055-5931
7-11 # 18563	7727 Custer Road W, Lakewood, WA 98499-8398
7-11 # 18653	6125 Pacific Avenue SE, Lacey, WA 98503-1357
7-11 # 18863	9923 Gravelly Lake Drive SW, Lakewood, WA 98499-1705
7-11 # 19614	12701 Meridian E, Puyallup, WA 98373-3411

7-11 # 20471	13456 1st Avenue S, Burien, WA 98168-2625
7-11 # 22417	411 S Boone Street, Aberdeen, WA 98520-8508
7-11 # 22561	3280 SW Avalon Way, Seattle, WA 98126-2607
7-11 # 22671	711 Washington Avenue N, Kent, WA 98032-2917
7-11 # 22892	941 S Meridian, Puyallup, WA 98371-6908
7-11 # 22984	3702 Auburn Way N, Auburn, WA 98002-1320
7-11 # 23109	362 Denny Way, Seattle, WA 98109-4912
7-11 # 23525	12848 Martin Luther King Jr Way S, Seattle, WA 98178-3512
7-11 # 23931 MKT #2360	11657 Des Moines Memorial Drive S, Burien, WA 98168-1227
7-11 # 23938	4026 A Street SE, Auburn, WA 98002-8642
7-11 # 24379	904 E Market Street, Aberdeen, WA 98520-2842
7-11 # 24449	10649 108th Avenue SW, Tacoma, WA 98498-1576
7-11 # 25125	3500 Wheaton Way, Bremerton, WA 98310-3531
7-11 # 25983	3541 Martin Way E, Olympia, WA 98506-5049
7-11 # 26153	817 Meridian E, Milton, WA 98354-7013
7-11 # 26268	28719 Military Road S, Federal Way, WA 98003-3332
7-11 # 26544	304 N 36th Street, Seattle, WA 98103-8632
7-11 # 26818	19023 International Boulevard, Seatac, WA 98188-5207
7-11 # 26857	3115 6th Avenue, Tacoma, WA 98406-6216
7-11 # 26939	2429 Harbor Avenue SW, Seattle, WA 98126-2133
7-11 # 27030	680 Strander Boulevard, Tukwila, WA 98188-2923
7-11 # 27283	820 S Kent Des Moines Road, Des Moines, WA 98198-8101
7-11 # 27288	6815 196th Street SW, Lynnwood, WA 98036-5074
7-11 # 27742	20008 International Boulevard, Seatac, WA 98198-5701
7-11 # 29078	101 NE 50th Street, Seattle, WA 98105-4823
7-11 # 29989	15202 Meridian E, Puyallup, WA 98375-9511
7-11 # 32308	1901 S Trafton Street, Tacoma, WA 98405-2823
7-11 # 32672	3001 S Meridian, Puyallup, WA 98373-1464
7-11 # 34144	18012 68th Avenue S, Kent, WA 98032-1020
7-11 # 34475	9200 35th Avenue SW, Seattle, WA 98126-3823
7-11 # 34587	5006 Center Street, Tacoma, WA 98409-2314
7-11 # 34690	9671 Silverdale Way NW, Silverdale, WA 98383-9443
7-11 # 34691	1107 N Callow Avenue, Bremerton, WA 98312-3053
7-11 # 35011	2631 S 38th Street, Tacoma, WA 98409-7355
7-11 # 35274	3922 E Portland Avenue, Tacoma, WA 98404-4621
7-11 # 35333	1602 A Street SE, Auburn, WA 98002-6620
7-11 #14354	16506 5th Avenue NE, Shoreline, WA 98155-5002
7-11 #14355	9126 Roosevelt Way NE, Seattle, WA 98115-2840
7-11 #14360	3200 NW 54th Street, Seattle, WA 98107-3308
7-11 #14392	9 Nickerson Street, Seattle, WA 98109-1619
7-11 #14418	15521 Bellevue Redmond Road, Bellevue, WA 98007

7-11 #14439	34041 Military Road S, Auburn, WA 980019733
7-11 #14442	202 N I Street, Tacoma, WA 98403-1926
7-11 #14443	14462 34th Avenue S, Tukwila, WA 98168-4302
7-11 #14463	9041 Delridge Way SW, Seattle, WA 98106-2335
7-11 #14470	1600 SW Holden Street, Seattle, WA 98106-1879
7-11 #14481	1539 21st Street SE, Auburn, WA 98002-7869
7-11 #15525	3120 S 176th Street, Seatac, WA 98188-4006
7-11 #15970	17410 Pacific Avenue S, Spanaway, WA 98387-8263
7-11 #16318	13723 Pacific Avenue S, Tacoma, WA 98444-4745
7-11 #16365	6111 24th Avenue NW, Seattle, WA 98107-3211
7-11 #16547	4812 Erskine Way SW, Seattle, WA 98116-4425
7-11 #16686	9117 South Tacoma Way, Lakewood, WA 98499-4443
7-11 #17355	15 148th Avenue NE, Bellevue, WA 98007-4942
7-11 #17486	12702 Renton Avenue S, Seattle, WA 98178-4850
7-11 #17509	9450 Pacific Avenue, Tacoma, WA 98444-6240
7-11 #18194	5605 S Birmingham Street, Tacoma, WA 98409-5307
7-11 #18585	9517 S Steele Street, Tacoma, WA 98444-1858
7-11 #18758	26007 Pacific Highway S, Des Moines, WA 98198-9245
7-11 #19324	802 6th Street, Bremerton, WA 98337-1441
7-11 #19911	14340 124th Avenue NE, Kirkland, WA 98034-1414
7-11 #20188	13131 SE 240th Street, Kent, WA 98031-5021
7-11 #20249	1302 8th Street NE, Auburn, WA 98002-4556
7-11 #20872	19825 Mountain Highway E, Spanaway, WA 98387-8412
7-11 #22433	1002 S 38th Street, Tacoma, WA 98418-5029
7-11 #22478	2021 Simpson Avenue, Aberdeen, WA 98520-3604
7-11 #22622	5520 Orchard Street W, University Place, WA 98467-3637
7-11 #22866	14207 Tukwila International Boulevard, Tukwila, WA 98168-4124
7-11 #23895	12355 15th Avenue NE, Seattle, WA 98125-4819
7-11 #24410	404 Sunset Boulevard N, Renton, WA 98057-5512
7-11 #24520	4720 Bridgeport Way W, University Place, WA 98466-4204
7-11 #25303	511 Central Avenue S, Kent, WA 98032-5903
7-11 #25525	1550 NW Market Street, Seattle, WA 98107-5211
7-11 #26198	10814 Pacific Highway SW, Lakewood, WA 98499-4640
7-11 #32658	1200 SW 43rd Street, Renton, WA 980574829
7-11 #34636	4020 NE 4th St, Renton, WA 98056-4114
7-11 #35012	2632 South Tacoma Way, Tacoma, WA 98409-7526
7-11 #35013	801 S 56th Street, Tacoma, WA 98408-5612
7-11 #35056	17615 108th Avenue SE, Renton, WA 98055-6400
7-11 #35334	31207 124th Avenue SE, Auburn, WA 98092-3618
7-11 #35360	7231 South Tacoma Way, Tacoma, WA 98409-3933
7-11 #35512	5602 McKinley Avenue, Tacoma, WA 98404-2326

7-11 #35603	5308 Pacific Highway E, Fife, WA 98424-2602
7-11 #35614	5221 100th Street SW, Lakewood, WA 98499-3907
7-11 #35872	4615 SW 320th Street, Federal Way, WA 98023-2400
7-11 #37009	1430 E 72nd Street, Tacoma, WA 98404-5915
7-11 #37068	810 3rd Avenue, Suite 820, Seattle, WA 98104-1655
7-11 #37134	5700 Martin Luther King Jr. Way S, Seattle, WA 98118-2622
7-11 #37558	100 Bellevue Way SE, Bellevue, WA 98004-6228
7-11 #38454	5110 6th Avenue, Tacoma, WA 98406-2602
7-11 #38597	22422 83rd Avenue S, Kent, WA 98032-1989
7-11 #38640	2412 136th Avenue Ct E, Sumner, WA 98390-9100
7-11 #38700	12400 SE 312th Street, Auburn, WA 98092-3147
7-11 #38701	8306 Tacoma Mall Boulevard, Lakewood, WA 98499-8416
7-11 #38722	3309 Pacific Highway E, Fife, WA 98424
7-11 #38805	2415 Griffin Avenue, Enumclaw, WA 98022-2409
7-11 #38807	20727 108th Avenue SE, Kent, WA 98031-1535
7-11 #38940	15 Auburn Avenue, Auburn, WA 98002-5405
7-11 #39637	18010 E Valley Highway, Kent, WA 98032-2502
7-11 #39638	300 Rainier Avenue S, Renton, WA 98057-2403
7-11 #39835	26220 116th Avenue SE, Kent, WA 98030-8663
7-11 #39836	31980 Military Road S, Auburn, WA 98001-3120
7-11 #41103	7016 Valley Avenue E, Fife, WA 98424
WAGON WHEEL MARKET SHELL	22321 Mountain Highway E, Spanaway, WA 98387-7529
S & S Petroleum	701 Trosper Road SW, Tumwater, WA 98512-6933
S&S Petroleum	765 Rainier Avenue S, Renton, WA 98057-3204
S&S Petroleum Inc.	303 SW 148th Street, Burien, WA 98166-1927
S&S PETROLEUM TESORO #62513	390 SW Sedgewick Road, Port Orchard, WA 98367
S&S PETROLEUM TESORO #62514	2808 Wheaton Way, Bremerton, WA 98310-3433
S&S PETROLEUM TESORO #62515	12739 1st Avenue S, Burien, WA 98168-2683
S&S PETROLEUM TESORO #62516	8184 NE State Highway 104, Kingston, WA 983469471
S&S PETROLEUM TESORO #62517	108 Military Rd S, Tacoma, WA 984446927
Southwest Airlines SEA	16215 Air Cargo Road, Seatac, WA 98158-1301
TARGET #341	3320 S 23rd Street, Tacoma, WA 98405-1603
TARGET #342	3310 S Meridian, Puyallup, WA 98373-3777
TARGET #349	5618 Lakewood Towne Center Boulevard SW, Lakewood, WA 98499-3894
TARGET #606	3201 NW Randall Way, Silverdale, WA 98383-7952
TARGET #607	2925 Harrison Avenue NW, Olympia, WA 98502-2566
TARGET #627	301 Strander Boulevard, Tukwila, WA 98188-2971
TARGET #637	2800 SW Barton Street, Seattle, WA 98126-3975
TARGET #681	26301 104th Avenue SE, Kent, WA 98030-7649

TARGET #996	755 NW Gilman Boulevard, Issaquah, WA 98027-5357
TARGET #1205	11400 51st Avenue NW, Gig Harbor, WA 98332-7891
TARGET #1284	302 NE Northgate Way, Seattle, WA 98125-6047
TARGET #1355	665 Sleater Kinney Road SE, Lacey, WA 98503-1007
TARGET #1947	2201 S Commons, Federal Way, WA 98003-6023
TARGET #1957	9400 192 Avenue Bonnie Lake, Sumner, WA 98391
TARGET #2136	1302 156th Street E, Puyallup, WA 98374
TARGET #2290	1215 N Landing Way, Renton, WA 98057-5521
TARGET #2786	1401 2nd Avenue, Seattle, WA 98101-2187
Target #3275	272 116th Avenue NE, Bellevue, WA 98004-5213
TOTAL WINE & MORE #1407	32095 Pacific Highway S, Federal Way, WA 98003-6001
TOTAL WINE & MORE #1409	525 NE Northgate Way, Suite 5, Seattle, WA 98125-6198
Total Wine & MORE #1411	1550 W Armory Way, Seattle, WA 98119-2744
TOTAL WINE & MORE #1412	11066 Pac Crest Place NW, Suite A110, Silverdale, WA 98383
TOTAL WINE #1401	699 120th Avenue NE, Bellevue, WA 98005-3009
TOTAL WINE #1402	300 Andover Park W, Suite 500, Tukwila, WA 98188-3344
TOTAL WINE #1406	625 Black Lake Boulevard SW, Suite 405, Olympia, WA 98502-5066
TOTAL WINE #1410	120 31st Avenue SE, Puyallup, WA 98374-1203
Total Wine and More #1413	4502 S Steele Street, Tacoma, WA 98409-7242
WHOLE FOODS MARKET-CHAMBER BAY	3515 Bridgeport Way W, University Place, WA 98466-4487
WinCo Foods #170	6201 6th Avenue, Tacoma, WA 98406-2019
4th Street Market and Deli	1212 4th Street, Marysville, WA 98270-4917
47 Market Deli ans Coffee	4702 Evergreen Way, Everett, WA 98203-2831
96th St. Smoke & Beer	2015 S 96th Street, Suite 2, Tacoma, WA 98444-1774
A'S WINE & SPIRITS	6820 19th Street W, University Place, WA 98466-5528
Alaska Airlines	3308 100th Street SW, Everett, WA 98204-1301
ALLENTOWN SUPERETTE	12404 42nd Avenue S, Tukwila, WA 98168-2526
ARCO - TG CNI, LLC	17200 140th Avenue SE, Renton, WA 98058-7014
Ascend Petro	8506 5th Avenue NE, Seattle, WA 98115-2918
Baljeet & Hardeep LLC	235 Pine Avenue, Snohomish, WA 98290-2539
Barney & Al Chevron	1649 Bellevue Way SE, Bellevue, WA 98004-7112
BELLEVUE WAY CHEVRON	2626 Bellevue Way NE, Bellevue, WA 98004-2209
Bodega on Broadway	1302 Broadway, Everett, WA 98201-1718
BOLDHAT PRODUCTIONS/FREEMONT O	3503 Phinney Avenue N, Seattle, WA 98103-8625
BOTHELL DELI & GROCERY	10303 Main Street, Bothell, WA 98011-3429

BRIER GROCERY	23607 Brier Road, Brier, WA 98036-8438
Brightview Landscape	21909 76th Drive SE, Woodinville, WA 98072-9727
Broadway Grocery	6901 Broadway, Everett, WA 98203-5339
BROWN BEAR CAR WASH #1031	3724 Factoria Boulevard SE, Bellevue, WA 98006-6130
BROWN BEAR CAR WASH #1043	34017 Hoyt Road SW, Federal Way, WA 98023-3208
Brownsville Mart	9730 Brownsville Highway NE, Bremerton, WA 98311-9304
Buffalo Chevron	13116 39th Avenue SE, Everett, WA 982085638
CAMPEON MARKET CORP-FEDERAL WAY	31009 Pacific Hwy S, Federal Way, WA 98003-4903
CHAMBERS BAY GOLF	6320 Grandview Drive W, University Place, WA 98467-1060
Chevron	1692 Lake Tapps Parkway SE, Auburn, WA 98092-8377
Chevron	34727 Pacific Highway S, Federal Way, WA 98003-6868
Chevron - 301 S Grady	301 S Grady Way, Renton, WA 98057-3205
Chevron - 1712 S 356th	1712 S 356th Street, Federal Way, WA 98003-8304
Chevron - 10715 SE 240	10715 SE 240th Street, Kent, WA 98031-5380
Chevron - 19923 International	19923 International Boulevard, Seatac, WA 98188-5417
Chevron - 27121 Military RD	27121 Military Road S, Kent, WA 98032-7007
CHEVRON #4001	12607 NE 85th Street, Kirkland, WA 98033-8046
CHEVRON #4015	16010 Redmond Way, Redmond, WA 98052-3827
Cider Summit at Lake Union	860 Terry Avenue N, Seattle, WA 98109-4330
COFFEE BOX	509 W Stevens Avenue # SR2, Sultan, WA 98294-9453
Commercial Industrial Roofing	3601 121st Street SW, Lynnwood, WA 98087-1539
Compass Group USA	7500 E Marginal Way S, Seattle, WA 98108-3546
Connors and Company	1247 15th Avenue E, Seattle, WA 98112-3341
Dashpoint Chevron	1650 SW Dash Point Road, Federal Way, WA 98023-4530
DES MOINES MARINA	22307 Dock Avenue S, Des Moines, WA 98198-4627
Des Moines Market	820 S Kent Des Moines Road, Des Moines, WA 98198-8101
Diplo's Fun Run	2143 N Northlake Way, Seattle, WA 98103-9175
Dolce Vita Coffee	6524 NE 181st Street, # 12, Kenmore, WA 98028-4851
ECNL Girls Playoffs	15200 NE 116th Street, Redmond, WA 98052-2514
Elliott Bay Marina	2601 W Marina Place, Seattle, WA 98199-4331
Event Management Services	541 Paradise Lane, Edmonds, WA 98020-4650
EVERETT BAYSIDE MARINE	1111 Craftsman Way, Everett, WA 98201-1584
Evergreen State Fair	14405 179th Avenue SE M/S 602, Monroe, WA 98272
Factoria 76	3727 Factoria Boulevard SE, Bellevue, WA 98006-6131

Foodie Land - Bite of Seattle	305 Harrison Street, Seattle, WA 98109-4623
GREEN APPLE EVENTS AND CATERIN	14828 NE 95th Street, Redmond, WA 98052-2541
GROVE STREET MARKET	5931 Grove Street, Marysville, WA 98270-3925
Grove Street Shell	5830 Grove Street, Marysville, WA 98270-3907
H MART	3301 184th Street SW, Lynnwood, WA 98037-4797
H MART	31217 Pacific Highway S, Federal Way, WA 98003-5401
HADLOCK GAS MART	1100 Ness Corner Road, Port Hadlock, WA 98339-9443
Hongin Corporation D/B/A Sno-Pine Ave 76	235 Pine Avenue, Snohomish, WA 98290-2539
HUNGRY BEAR MARKET #1052	406 High School Road NE, Bainbridge Island, WA 98110-1625
HydroJenn Farms	15130 245th Avenue SE, Monroe, WA 98272-7629
Independent Event Solutions - Capitol Hill Block Party	1525 11th Avenue, Seattle, WA 98122-3903
Ironman 70.3 - WA	22801 SE 272nd Street, Maple Valley, WA 98038-6844
Java Java Coffee Co. Inc	15220 SE 272nd Street, Kent, WA 98042-4241
Jefferson Park Golf Course	4101 Beacon Avenue S, Seattle, WA 98108-1522
Jim's Deli	9318 S Steele Street, Suite 1, Tacoma, WA 98444-6887
Kona Ice of Everett	7030 Carson Road, Everett, WA 98203-5050
Kona Ice of Lakewood	1529 Mounts Road SW, DuPont, WA 98327
KWIK N' KLEAN	9715 Edmonds Way, Edmonds, WA 98020-5939
LAKE ROESIGER STORE	810 S Lake Roesiger Road, Snohomish, WA 98290-7509
LAKE TAPPS MINI MART (TEXACO)	18215 9th Street E, Lake Tapps, WA 98391-6530
LAKWOOD WA CRM MISC TAXABLE	9625 32nd Avenue Ct S, Lakewood, WA 98499-9261
LIFE NET HEALTH NW TISSUE SVCS	501 SW 39th Street, Renton, WA 98057-4968
Live Nation Concerts	334 1st Avenue N, Seattle, WA 98109-4501
LUCKY 5	8856 35th Avenue SW, Seattle, WA 98126-3606
Lucky Devil Latte	623 Central Avenue S, Kent, WA 98032-6110
MAGNOLIA 76	2120 W Emerson Place, Seattle, WA 98199-1256
MARINER FOOD MART	325 112th Street SW, Everett, WA 98204-4969
MCAPS Start Celebration	3115 161st Avenue NE, Redmond, WA 98052-6891
MERCER ISLAND CHEVRON	7655 Sunset Highway, Mercer Island, WA 98040-2824
MEYDENBAUER BAY YACHT CLUB	9927 Meydenbauer Way SE, Bellevue, WA 98004-6028
Mike Chandler	Special Events, Seattle, WA 98118
MLK CHEVRON	6600 Martin Luther King Jr. Way S, Seattle, WA 98118-3261
MUKILTEO BOULEVARD 76 STATION	301 W Mukilteo Boulevard, Everett, WA 98203-1915
NOAH'S GROCERY	4700 50th Avenue S, Seattle, WA 98118-1838

North City Food Mart	18005 15th Avenue NE, Shoreline, WA 98155-3813
Occidental Concert Series	117 S Washington Street, Seattle, WA 98104-2521
OK GAS AND SMOKE	2102 Broadway, Everett, WA 98201-2320
OLYMPIC SCIENTIFIC	4246 24th Avenue W, Seattle, WA 98199-1216
ONE TIME SPECIAL EVENTS	Unknown, Seattle, WA 98105
Optic Events	36005 SE Ridge Street, Snoqualmie, WA 98065-9745
Pete's Market	58 E Lynn Street, Seattle, WA 98102-3421
Pike Place Market Foundation	Dock Pick-Up, Mukilteo, WA 98275
PLATEAU SHELL	22631 NE Inglewood Hill Road, Sammamish, WA 98074-7105
Port Ludlow Village Market	40 Village Way, Port Ludlow, WA 98365-9762
PORT OF EVERETT	1205 Craftsman Way, Suite 200, Everett, WA 98201-1593
PORT OF KINGSTON	25864 Washington Boulevard NE, Kingston, WA 98346
PREMIER PETROLEUM LLC	4580 Fauntleroy Way SW, Seattle, WA 98126-2740
Propeller Aero Services	9724 Wilcoxson Way, Everett, WA 98204
QUILCENE VILLAGE STORE	294235 US Highway 101, Quilcene, WA 98376-9766
RAINBOW MARKET (ECHO GROCERY)	21825 Echo Lake Road, Snohomish, WA 98296-3959
RED CUP	8731 Maltby Road, Snohomish, WA 98296-7926
River Road Food Mart	1720 River Road, Puyallup, WA 98371-3879
ROSE HILL CAR WASH	12520 NE 85th Street, Kirkland, WA 98033-8047
Ross Park Convenience Store	4404 3rd Avenue NW, Seattle, WA 98107-4402
ROTARY GROCERY	1503 B Pike Place, Seattle, WA 98101-1526
ROXBURY 76	2851 SW Roxbury Street, Seattle, WA 98126-4148
S & S QUICK STOP	603 112th Street S, Tacoma, WA 98444-5625
SCHWARTZ BROTHERS BAKERY - REN	1010 SW 34th Street, Renton, WA 98057-4813
Seacompression 2024 - Ignition NW	305 Harrison Street, Seattle, WA 98109-4623
SEAFAIR, INC.	2200 6th Avenue, Suite 400, Seattle, WA 98121-1850
SEAHAWKS TRAINING CAMP	Lake Washington Boulevard, Renton, WA 98056
SEATTLE EVENT SOLUTIONS	6046 W Lake Sammamish Parkway NE, Redmond, WA 98052-4801
Seattle Pridefest	1122 E Pike Street, Seattle, WA 98122-3916
SEATTLE SUPER MARKET	4801 Beacon Avenue S, Seattle, WA 98108-1502
Sedgwick One stop	1701 SE Sedgwick Road, Port Orchard, WA 98366-9598
SHAW ROAD FOOD MART	12714 122nd Street E, Puyallup, WA 98374-2343
Shoreline Shell	17505 Aurora Avenue N, Shoreline, WA 98133-4812
Snohomish Block Party	105 Cedar Avenue, Snohomish, WA 98290-2930
South Hill Pitstop Express	801 S Hill Park Drive, Puyallup, WA 98373-1432

St Demetrios Orthodox Church	2100 Boyer Avenue E, Seattle, WA 98112-2115
Stop by Corner	14857 Tukwila International Boulevard, Tukwila, WA 98168-4328
SUNSET BEACH GROCERY & DELI	17151 E Highway 106, Belfair, WA 98528
SUPER 24 FOODS STORE	6402 Lake Washington Boulevard NE, Kirkland, WA 98033-6818
SUPER 24 GROCERY #2	11852 98th Avenue NE, Kirkland, WA 98034-4214
Tacoma Arts Live	6320 Grandview Drive W, University Place, WA 98467-1060
The Crocodile	1951 Alaskan Way, Seattle, WA 98101
Third Stone - Bumberhoot	305 Harrison Street, Seattle, WA 98109
TIKI CAR WASH/ CHEVRON	11909 NE 8th Street, Bellevue, WA 98005-3023
TONGASS TRADING COMPANY	9228 10th Avenue S, Seattle, WA 98108-4654
TURBO ESPRESSO	1233 164th Street SW, Lynnwood, WA 98087-8193
Union Pride	1009 E Union Street, Suite C, Seattle, WA 98122-3824
UNIVERSITY OF WA ICA FOOTBALL	3800 Montlake Boulevard, Seattle, WA 98195-0007
UW Bothell Campus	10105 Main Street, Bothell, WA 98011-3425
Valley Gas & Car Wash	204 Valley Avenue NE, Puyallup, WA 98372-2501
Van Gogh Coffeehouse	8210 35th Avenue NE, Seattle, WA 98115-4817
Violet Visionaries - Blast Fest	305 Harrison Street, Seattle, WA 98109-4623
Wallingford Wurst Fest	4811 Wallingford Ave N, Seattle, WA 98103-6835
Walsh Group	3590 E Mercer Way, Mercer Island, WA 98040
WALT'S LYNNWOOD CTR MARKET	4759 Lynwood Center Rd NE, Bainbridge Island, WA 981103242
WEST LAKE DELI/DELI EXPRESSO	2132 Westlake Ave N, Seattle, WA 981092404
WESTGATE SHELL MINI MART	660 Edmonds Way, Edmonds, WA 98020-4690
YARROW BAY MARINA	5207 Lake Washington Boulevard NE, Kirkland, WA 98033-7321
Yogi Resources	3922 148th Street SE, Suite 110, Bothell, WA 98012-4752
ZIP MARKET/TEXACO	10645 16th Avenue SW, Seattle, WA 98146-2077
ALBERTSONS #186	8196 Sr 104, Kingston, WA 98346
ALBERTSONS #419	370 SW Sedgwick Road, Port Orchard, WA 98367-6432
ALBERTSONS #453	4621 NE Sunset Boulevard, Renton, WA 98059-4005
ALBERTSONS #471	301 Marysville Mall # 60, Marysville, WA 98270-5502
ALBERTSONS #475	1434 Olney Avenue SE, Port Orchard, WA 98366-4041
ALBERTSONS #493	104 Military Road S, Tacoma, WA 98444-6927
ALBERTSONS #1407	705 Trosper Road SW, Tumwater, WA 98512-6933
ALBERTSONS #1444	15100 SE 38th Street, Bellevue, WA 98006-1728

ALBERTSONS #1461	520 128th Street SW, Everett, WA 98204-9362
ALBERTSONS #3106	11012 Canyon Road E, Puyallup, WA 98373-4200
ALBERTSONS #3411	8611 Steilacoom Boulevard SW, Tacoma, WA 98498-4716
ALBERTSONS #3416	17171 Bothell Way NE, Lake Forest Park, WA 98155-4204
ALBERTSONS #3418	3925 236th Avenue NE, Redmond, WA 98053-8455
ALBERTSONS #3419	17520 State Route 9 SE, Snohomish, WA 98296-8320
ALBERTSONS #4406	11330 51st Avenue NW, Gig Harbor, WA 98332-7890
ALBERTSONS LLC A SUB. (WHSE)	3647 C Street SW, Auburn, WA 98047-3600
SAFEWAY #0219	3900 S Othello Street, Seattle, WA 98118-3543
SAFEWAY #366	2725 NE Sunset Boulevard, Renton, WA 98056-3137
SAFEWAY #402	1450 SW Erie Street, Oak Harbor, WA 98277-3104
SAFEWAY #0423	7340 35th Avenue NE, Seattle, WA 98115-5919
Safeway #458	16304 Bothell Everett Highway, Mill Creek, WA 98012-1226
SAFEWAY #459	20830 108th Avenue SE, Kent, WA 98031-2168
SAFEWAY #464	17246 Redmond Way, Redmond, WA 98052-4403
SAFEWAY #469	12811 Beverly Park Road, Lynnwood, WA 98087-5126
SAFEWAY #485	19500 Highway 99, Lynnwood, WA 98036-5241
SAFEWAY #490	1645 140th Avenue NE, Bellevue, WA 98005-2320
SAFEWAY #494	152 Roosevelt Avenue, Enumclaw, WA 98022-8246
SAFEWAY #496	15000 NE 24th Street, Redmond, WA 98052-5531
SAFEWAY #497 PBM	17202 15th Avenue NE, Shoreline, WA 98155-5130
SAFEWAY #503	11031 19th Avenue SE, Everett, WA 98208-5144
SAFEWAY #519	17230 140th Avenue SE, Renton, WA 98058-7014
SAFEWAY #526	14444 124th Avenue NE, Kirkland, WA 98034-4801
SAFEWAY #531	101 Auburn Way S, Auburn, WA 98002-5425
SAFEWAY #533	19150 NE Woodinville Duvall Road, Woodinville, WA 98077-9477
SAFEWAY #534	3532 172nd Street NE, Arlington, WA 98223-8758
SAFEWAY #535	20711 Bothell Everett Highway, Bothell, WA 98012-7139
SAFEWAY #538	442 W Sims Way, Port Townsend, WA 98368-1811
SAFEWAY #543	4700 Yelm Highway SE, Lacey, WA 98503-4986
SAFEWAY #544	21301 Highway 410, Bonney Lake, WA 98391
SAFEWAY #547	10105 224th Street E, Graham, WA 98338-9190
SAFEWAY #555	630 228th Avenue NE, Sammamish, WA 98074-7241
SAFEWAY #585	600 W Franklin Street, Shelton, WA 98584-3519
SAFEWAY #792	17023 SE 272nd Street, Covington, WA 98042-4948
SAFEWAY #1062	4754 42nd Avenue SW, Seattle, WA 98116-4553
SAFEWAY #1076	1119 13th Street, Snohomish, WA 98290-2012
SAFEWAY #1142 PBM	12519 NE 85th Street, Kirkland, WA 98033-8048
SAFEWAY #1143	8340 15th Avenue NW, Seattle, WA 98117-3603

SAFEWAY #1173	1243 Marvin Road NE, Lacey, WA 98516-4701
SAFEWAY #1186	27035 Pacific Highway S, Des Moines, WA 98198-9250
SAFEWAY #1294	210 Washington Avenue S, Kent, WA 98032-5721
SAFEWAY #1297	23632 Highway 99, Edmonds, WA 98026-9211
SAFEWAY #1436	1624 72nd Street E, Tacoma, WA 98404-5401
SAFEWAY #1448	680 W Washington Street, Building F, Sequim, WA 98382-3264
SAFEWAY #1464	3215 Harrison Avenue NW, Olympia, WA 98502-8704
SAFEWAY #1467	900 N Callow Avenue, Bremerton, WA 98312-3807
SAFEWAY #1471	26916 Maple Valley Road, Maple Valley, WA 98038
SAFEWAY #1477	1423 NW Market Street, Seattle, WA 981073744
SAFEWAY #1484	4128 Rucker Avenue, Everett, WA 98203-2211
SAFEWAY #1485	1258 State Avenue, Marysville, WA 98270-3602
SAFEWAY #1492	110 E 3rd Street, Port Angeles, WA 98362-3010
SAFEWAY #1493	4011 S 164th Street, Seatac, WA 98188-3067
SAFEWAY #1503	500 Cleveland Avenue SE, Tumwater, WA 98501-3313
SAFEWAY #1508	3820 Rainier Avenue S, Seattle, WA 98118-1159
SAFEWAY #1522	20500 Olympic Place NE, Arlington, WA 98223-5094
SAFEWAY #1524	1401 NE McWilliams Road, Bremerton, WA 98311-3149
SAFEWAY #1528	460 SW Mt Si Boulevard, North Bend, WA 98045-8291
SAFEWAY #1546	221 W Heron Street, Aberdeen, WA 98520-6224
SAFEWAY #1551	1410 E John Street, Seattle, WA 98112-5218
SAFEWAY #1563	200 S 3rd, Renton, WA 98057
SAFEWAY #1586	12318 15th Avenue NE, Seattle, WA 98125-4820
SAFEWAY #1600	300 Bellevue Way NE, Bellevue, WA 98004-5718
SAFEWAY #1619	1109 E Yelm Avenue, Yelm, WA 98597-7683
SAFEWAY #1624	735 NW Gilman Boulevard, Issaquah, WA 98027-8104
SAFEWAY #1645	10223 Gravelly Lake Drive SW, Lakewood, WA 98499-5004
SAFEWAY #1664	138 SW 148th Street, Burien, WA 98166-1924
SAFEWAY #1680	2890 NW Bucklin Hill Road, Silverdale, WA 98383-8513
SAFEWAY #1803	717 State Route 9 NE, Lake Stevens, WA 98258-7992
SAFEWAY #1803 - FUEL	9409 N Davies Road, Lake Stevens, WA 98258-9444
SAFEWAY #1844	215 Whitesell Street NW, Orting, WA 98360-9329
SAFEWAY #1864	24040 Bothell Everett Highway, Bothell, WA 98021-9342
SAFEWAY #1922	2709 E Highway 101, Port Angeles, WA 98362-8767
SAFEWAY #1923	9620 28th Avenue SW, Seattle, WA 98126-4102
SAFEWAY #1965	9262 Rainier Avenue S, Seattle, WA 98118-5570
SAFEWAY #1966	13101 SE Kent Kangley Road, Kent, WA 98030-7915

SAFEWAY #1993	2201 E Madison Street, Seattle, WA 98112-5336
SAFEWAY #2640	13308 Meridian E, Puyallup, WA 98373-5612
SAFEWAY #2645	5802 134th Place SE, Everett, WA 98208-9426
SAFEWAY #2734	10020 NE 137th Street, Kirkland, WA 98034-5221
Safeway #2932 FC	4115 SW Admiral Way, Seattle, WA 98116-2517
SAFEWAY #2980	4732 Brooklyn Avenue NE, Seattle, WA 98105-4411
SAFEWAY #3006	1451 Highlands Drive NE, Issaquah, WA 98029-6240
SAFEWAY #3228	5616 176th Street E, Puyallup, WA 98375-9309
SAFEWAY #3228 - FUEL	5618 176th Street E, Puyallup, WA 98375-9779
SAFEWAY #3285	1275 E Sunset Drive, Bellingham, WA 98226-3506
SAFEWAY #3305	15805 Pacific Avenue S, Tacoma, WA 98444-6904
SAFEWAY #3317	3355 Bethel Road SE, Port Orchard, WA 98366-5635
SAFEWAY #3319	4300 NE 4th Street, Renton, WA 98059-5008
SAFEWAY #3321	4831 Point Fosdick Drive NW, Gig Harbor, WA 98335-1732
SAFEWAY #3500 PBM	6850 NE Bothell Way, Kenmore, WA 98028-2404
SAFEWAY #3523	14826 Highway 99, Lynnwood, WA 98087-2322
SAFEWAY #3525	1100 S Market Boulevard, Chehalis, WA 98532-3428
SAFEWAY #3540	21401 International Boulevard, Des Moines, WA 98198-6074
Safeway#3120	12725 1st Avenue S, Burien, WA 98168-2683
Safeway#3298	7601 Evergreen Way, Everett, WA 98203-6424
ARAMARK- UNIV WA HUSKY STADIUM	3800 Montlake Boulevard, Seattle, WA 98195-0007
AM/PM # 5230 - KIRKLAND	11600 124th Avenue NE, Kirkland, WA 98034-8104
AM/PM # 5445 - SEATTLE	665 23rd Avenue, Seattle, WA 98122-6000
COSTCO #6	400 Costco Drive, Suite 150, Tukwila, WA 98188-4808
COSTCO #114	10200 19th Avenue SE, Everett, WA 98208-4256
COSTCO #639	955 W Washington Street, Sequim, WA 98382-3266
COSTCO #1190	18109 33rd Avenue W, Lynnwood, WA 98037-4840
COSTCO #1588	9210 24th Street SE, Lake Stevens, WA 98258-8703
Levy Restaurants - Century Link	800 Occidental Avenue S, Seattle, WA 98134-1200
Circle K #2655214	3727 Factoria Boulevard SE, Bellevue, WA 98006-6131
Circle K #2709660	220 Lincoln Street, Hoquiam, WA 98550-1850
CENTERPLATE	1250 1st Avenue S, Seattle, WA 98134-1216
CENTERPLATE @ SAFECO FIELD	First Ave S & S Atlantic Street, Seattle, WA 98134
DoorDash - SEA-1	2235 5th Avenue, Seattle, WA 98121-1807
DoorDash-BLV-1	1015 Andover Park E, Tukwila, WA 98188-7615
Delta Airlines SEA	18627 28th Avenue S, Seatac, WA 98158-1302
Extra Mile #380309	27121 Military Road S, Kent, WA 98032-7007
FELD ENTERTAINMENT	800 Occidental Avenue S, Seattle, WA 98134-1200
Grocery Outlet #94	1301 26th Avenue E, Tacoma, WA 98424-1012
Grocery Outlet #354	6625 132nd Avenue NE, Kirkland, WA 98033-8627

MONSTER ENERGY SHURGARD STORA	3270 B Street NW, Suite C, Auburn, WA 98001-1706
Mission Foods (Gruma USA)	6611 Valley Avenue E, Fife, WA 98424-2250
NEX Bremerton MM Jackson	5885 Chinook Pass Street, Bremerton, WA 98312-1975
Pilot Travel Center #583	5670 Barrett Road, Ferndale, WA 98248-8845
Pilot Travel Center #1103	2430 State Route 530 NE, Arlington, WA 98223-9020
RITE AID #5180	19107 Bothell Way NE, Bothell, WA 98011-2938
RITE AID #5197	3023 78th Avenue SE, Mercer Island, WA 98040-2822
RITE AID #5216	8500 35th Avenue NE, Seattle, WA 98115-3606
RITE AID #5217	9000 Rainier Avenue S, Seattle, WA 98118-5017
RITE AID #6462	27000 Miller Bay Road NE, Kingston, WA 98346-9371
7-11 #23020	1522 E Madison Street, Seattle, WA 98122-4014
7-11 #23228	31006 Pacific Highway S, Federal Way, WA 98003-4983
7-11 #38727	9902 200th Avenue E., Bonney Lake, WA 98391
7-11 #38862	100 Ellingson Road, Pacific, WA 98047
7-11 #41705	8901 Bridgeport Way SW, Lakewood, WA 98499-2431
7-11 #42046	1501 Auburn Way N, Auburn, WA 98002-3307
7-11 #42048	34727 Pacific Highway S, Federal Way, WA 98003
7-11 #42243	19011 141st Street Ct E, Bonner Lake, WA 98391
7-11 # 14396	7215 Sand Point Way NE, Seattle, WA 98115-6323
7-11 # 14436	4312 SW Admiral Way, Seattle, WA 98116-2423
7-11 # 14438	11065 8th Avenue S, Seattle, WA 98168-1507
7-11 # 14441	11505 SE 168th Street, Renton, WA 98055-5931
7-11 # 18726	21202 52nd Avenue W, Mountlake Terrace, WA 98043-3055
7-11 # 19614	12701 Meridian E, Puyallup, WA 98373-3411
7-11 # 20471	13456 1st Avenue S, Burien, WA 98168-2625
7-11 # 21833	13923 NE 175th Street, Woodinville, WA 98072-8512
7-11 # 22561	3280 SW Avalon Way, Seattle, WA 98126-2607
7-11 # 22671	711 Washington Avenue N, Kent, WA 98032-2917
7-11 # 22984	3702 Auburn Way N, Auburn, WA 98002-1320
7-11 # 23109	362 Denny Way, Seattle, WA 98109-4912
7-11 # 23176	12704 Mukilteo Speedway, Mukilteo, WA 98275-5720
7-11 # 23258	8400 Mukilteo Speedway, Mukilteo, WA 98275-3206
7-11 # 23378	20801 Highway 527, Bothell, WA 98012
7-11 # 23525	12848 Martin Luther King Jr. Way S, Seattle, WA 98178-3512
7-11 # 23559	2353 140th Avenue NE, Bellevue, WA 98005-1861
7-11 # 23930	14501 Juanita Woodinville Way NE, Bothell, WA 98011-4877

7-11 # 23931 MKT #2360	11657 Des Moines Memorial Drive S, Burien, WA 98168-1227
7-11 # 23938	4026 A Street SE, Auburn, WA 98002-8642
7-11 # 25125	3500 Wheaton Way, Bremerton, WA 98310-3531
7-11 # 26055	300 N 125th Street, Seattle, WA 98133-8124
7-11 # 26153	817 Meridian E, Milton, WA 98354-7013
7-11 # 26268	28719 Military Road S, Federal Way, WA 98003-3332
7-11 # 26544	304 N 36th Street, Seattle, WA 98103-8632
7-11 # 26818	19023 International Boulevard, Seatac, WA 98188-5207
7-11 # 26857	3115 6th Avenue, Tacoma, WA 98406-6216
7-11 # 26939	2429 Harbor Avenue SW, Seattle, WA 98126-2133
7-11 # 27030	680 Strander Boulevard, Tukwila, WA 98188-2923
7-11 # 27283	820 S Kent Des Moines Road, Des Moines, WA 98198-8101
7-11 # 27288	6815 196th Street SW, Lynnwood, WA 98036-5074
7-11 # 27304	13335 100th Avenue NE, Kirkland, WA 98034-5203
7-11 # 27742	20008 International Boulevard, Seatac, WA 98198-5701
7-11 # 27901	2100 N Northgate Way, Seattle, WA 98133-9017
7-11 # 29078	101 NE 50th Street, Seattle, WA 98105-4823
7-11 # 29989	15202 Meridian E, Puyallup, WA 98375-9511
7-11 # 32308	1901 S Trafton Street, Tacoma, WA 98405-2823
7-11 # 33166	711 112th Street SE, Everett, WA 98208-5283
7-11 # 34144	18012 68th Avenue S, Kent, WA 98032-1020
7-11 # 34475	9200 35th Avenue SW, Seattle, WA 98126-3823
7-11 # 34587	5006 Center Street, Tacoma, WA 98409-2314
7-11 # 34690	9671 Silverdale Way NW, Silverdale, WA 98383-9443
7-11 # 35011	2631 S 38th Street, Tacoma, WA 98409-7355
7-11 # 35274	3922 E Portland Avenue, Tacoma, WA 98404-4621
7-11 # 35333	1602 A Street SE, Auburn, WA 98002-6620
7-11 #14354	16506 5th Avenue NE, Shoreline, WA 98155-5002
7-11 #14355	9126 Roosevelt Way NE, Seattle, WA 98115-2840
7-11 #14360	3200 NW 54th Street, Seattle, WA 98107-3308
7-11 #14392	9 Nickerson Street, Seattle, WA 98109-1619
7-11 #14402	8316 164th Avenue NE, Redmond, WA 98052-3803
7-11 #14418	15521 Bellevue Redmond Road, Bellevue, WA 98007
7-11 #14439	34041 Military Road S, Auburn, WA 98001-9733
7-11 #14443	14462 34th Avenue S, Tukwila, WA 98168-4302
7-11 #14463	9041 Delridge Way SW, Seattle, WA 98106-2335
7-11 #14470	1600 SW Holden Street, Seattle, WA 98106-1879
7-11 #14481	1539 21st Street SE, Auburn, WA 98002-7869
7-11 #15525	3120 S 176th Street, Seatac, WA 98188-4006
7-11 #15755	1901 Larch Way, Lynnwood, WA 98036-7922
7-11 #15970	17410 Pacific Avenue S, Spanaway, WA 98387-8263
7-11 #16022	5900 Phinney Avenue N, Seattle, WA 98103-5834

7-11 #16080	21109 76th Ave W, Edmonds, WA 980267107
7-11 #16318	13723 Pacific Ave S, Tacoma, WA 984444745
7-11 #16365	6111 24th Avenue NW, Seattle, WA 98107-3211
7-11 #16547	4812 Erskine Way SW, Seattle, WA 98116-4425
7-11 #16686	9117 South Tacoma Way, Lakewood, WA 98499-4443
7-11 #16991	18733 Highway 99, Lynnwood, WA 98037-4510
7-11 #17257	1232 N 185th Street, Shoreline, WA 98133-4020
7-11 #17355	15 148th Avenue NE, Bellevue, WA 98007-4942
7-11 #17486	12702 Renton Avenue S, Seattle, WA 98178-4850
7-11 #17509	9450 Pacific Avenue, Tacoma, WA 98444-6240
7-11 #18194	5605 S Birmingham Street, Tacoma, WA 98409-5307
7-11 #18490	605 91st Avenue NE, Lake Stevens, WA 98258-2533
7-11 #18585	9517 S Steele Street, Tacoma, WA 98444-1858
7-11 #18758	26007 Pacific Highway S, Des Moines, WA 98198-9245
7-11 #19042	7314 Aurora Avenue N, Seattle, WA 98103-5357
7-11 #19324	802 6th Street, Bremerton, WA 98337-1441
7-11 #19911	14340 124th Avenue NE, Kirkland, WA 98034-1414
7-11 #20188	13131 SE 240th Street, Kent, WA 98031-5021
7-11 #20249	1302 8th Street NE, Auburn, WA 98002-4556
7-11 #20872	19825 Mountain Highway E, Spanaway, WA 98387-8412
7-11 #21464	1215 2nd Street, Snohomish, WA 98290-2738
7-11 #22433	1002 S 38th Street, Tacoma, WA 98418-5029
7-11 #22866	14207 Tukwila International Boulevard, Tukwila, WA 98168-4124
7-11 #23895	12355 15th Avenue NE, Seattle, WA 98125-4819
7-11 #24410	404 Sunset Boulevard N, Renton, WA 98057-5512
7-11 #25303	511 Central Avenue S, Kent, WA 98032-5903
7-11 #25525	1550 NW Market Street, Seattle, WA 98107-5211
7-11 #26198	10814 Pacific Highway SW, Lakewood, WA 98499-4640
7-11 #32658	1200 SW 43rd Street, Renton, WA 98057-4829
7-11 #34636	4020 NE 4th Street, Renton, WA 98056-4114
7-11 #35012	2632 South Tacoma Way, Tacoma, WA 98409-7526
7-11 #35056	17615 108th Avenue SE, Renton, WA 98055-6400
7-11 #35334	31207 124th Avenue SE, Auburn, WA 98092-3618
7-11 #35512	5602 McKinley Avenue, Tacoma, WA 98404-2326
7-11 #35614	5221 100th Street SW, Lakewood, WA 98499-3907
7-11 #37009	1430 E 72nd Street, Tacoma, WA 98404-5915
7-11 #37068	810 3rd Avenue, Suite 820, Seattle, WA 98104-1655
7-11 #37134	5700 Martin Luther King Jr. Way S, Seattle, WA 98118-2622
7-11 #37558	100 Bellevue Way SE, Bellevue, WA 98004-6228
7-11 #38454	5110 6th Avenue, Tacoma, WA 98406-2602
7-11 #38597	22422 83rd Avenue S, Kent, WA 98032-1989
7-11 #38640	2412 136th Avenue Ct E, Sumner, WA 98390-9100
7-11 #38700	12400 SE 312th Street, Auburn, WA 98092-3147

7-11 #38701	8306 Tacoma Mall Boulevard, Lakewood, WA 98499-8416
7-11 #38807	20727 108th Avenue SE, Kent, WA 98031-1535
7-11 #39637	18010 E Valley Highway, Kent, WA 98032-2502
7-11 #39638	300 Rainier Avenue S, Renton, WA 98057-2403
7-11 #39835	26220 116th Avenue SE, Kent, WA 98030-8663
7-11 #39836	31980 Military Road S, Auburn, WA 98001-3120
7-11 #41103	7016 Valley Avenue E, Fife, WA 98424
S&S Petroleum	765 Rainier Avenue S, Renton, WA 98057-3204
S&S Petroleum Inc.	303 SW 148th Street, Burien, WA 98166-1927
S&S PETROLEUM TESORO #62513	390 SW Sedgewick Road, Port Orchard, WA 98367
S&S PETROLEUM TESORO #62515	12739 1st Avenue S, Burien, WA 98168-2683
S&S PETROLEUM TESORO #62516	8184 NE State Highway 104, Kingston, WA 98346-9471
UNFI - CENTRALIA DIV	4002 Galvin Road, Centralia, WA 98531-9057
Southwest Airlines SEA	16215 Air Cargo Road, Seatac, WA 98158-1301
TARGET #337	405 SE Everett Mall Way, Everett, WA 98208-3243
TARGET #348	30 Bellis Fair Parkway, Bellingham, WA 98226-5573
TARGET #627	301 Strander Boulevard, Tukwila, WA 98188-2971
TARGET #637	2800 SW Barton Street, Seattle, WA 98126-3975
TARGET #681	26301 104th Avenue SE, Kent, WA 98030-7649
TARGET #696	199 Cascade Mall Drive, Burlington, WA 98233-3251
TARGET #995	17700 NE 76th Street, Redmond, WA 98052-3300
TARGET #996	755 NW Gilman Boulevard, Issaquah, WA 98027-5357
TARGET #1118	13950 NE 178th Place, Woodinville, WA 98072-3523
TARGET #1284	302 NE Northgate Way, Seattle, WA 98125-6047
TARGET #1331	9601 Market Place, Lake Stevens, WA 98258-7949
TARGET #1957	9400 192 Avenue Bonnie Lake, Sumner, WA 98391
TARGET #2136	1302 156th Street E, Puyallup, WA 98374
TARGET #2192	16818 Twin Lakes Avenue, Marysville, WA 98271-4724
TARGET #2290	1215 N Landing Way, Renton, WA 98057-5521
TARGET #2786	1401 2nd Avenue, Seattle, WA 98101-2187
Target #3275	272 116th Avenue NE, Bellevue, WA 98004-5213
TOTAL WINE & MORE #1407	32095 Pacific Highway S, Federal Way, WA 98003-6001
TOTAL WINE & MORE #1409	525 NE Northgate Way, Suite 5, Seattle, WA 98125-6198
Total Wine & MORE #1411	1550 W Armory Way, Seattle, WA 98119-2744
TOTAL WINE & MORE #1412	11066 Pac Crest Place NW, Suite A110, Silverdale, WA 98383
TOTAL WINE #1401	699 120th Avenue NE, Bellevue, WA 98005-3009
TOTAL WINE #1402	300 Andover Park W, Suite 500, Tukwila, WA 98188-3344

TOTAL WINE #1405	2701 184th Street SW, Lynnwood, WA 98037-4739
TOTAL WINE #1410	120 31st Avenue SE, Puyallup, WA 98374-1203
Total Wine #1414	2501 SW Trenton Street, Seattle, WA 98106-3206
US FOODS	2204 70th Avenue E, Fife, WA 98424-3612
WALGREENS #3514	9505 Bridgeport Way SW, Lakewood, WA 98499-2801
WALGREENS #3518	25605 104th Avenue SE, Kent, WA 98030-7609
WALGREENS #3519	4315 6th Avenue, Tacoma, WA 98406-4014
WALGREENS #3581	8405 Pacific Avenue, Tacoma, WA 98444-6466
WALGREENS #3604	5409 15th Avenue NW, Seattle, WA 98107-3810
WALGREENS #3723	7451 Cirque Drive W, University Place, WA 98467-2273
WALGREENS #3733	7707 SE 27th Street, Mercer Island, WA 98040-2844
WALGREENS #3765	20725 Highway 99, Lynnwood, WA 98036-7454
WALGREENS #3788	14510 Aurora Avenue N, Shoreline, WA 98133-6525
WALGREENS #4064	8224 Steilacoom Boulevard SW, Lakewood, WA 98498-6157
WALGREENS #4156	12405 NE 85th Street, Kirkland, WA 98033-8032
WALGREENS #4157	859 NE Northgate Way, Seattle, WA 98125-7311
WALGREENS #4730	13110 Bothell Everett Highway, Everett, WA 98208-7202
WALGREENS #4760	12105 Pacific Avenue S, Tacoma, WA 98444-5124
WALGREENS #4898	6330 35th Avenue SW, Seattle, WA 98126-3004
WALGREENS #5150	3737 Pacific Avenue, Tacoma, WA 98418-7827
WALGREENS #5571	1510 Cooper Point Road SW, Olympia, WA 98502-5734
WALGREENS #5697	15225 Pacific Avenue S, Tacoma, WA 98444-4667
WALGREENS #5698	3099 Bethel Road SE, Port Orchard, WA 98366-2432
WALGREENS #5912	3333 Wheaton Way, Bremerton, WA 98310-3449
WALGREENS #5950	4412 Rainier Avenue S, Seattle, WA 98118-1373
WALGREENS #5951	11509 Canyon Road E, Puyallup, WA 98373-4359
WALGREENS #6083	4540 Lacey Boulevard SE, Lacey, WA 98503-5719
WALGREENS #6102	4404 S Meridian, Puyallup, WA 98373-9500
WALGREENS #6194	222 Pike Street, Seattle, WA 98101-2108
WALGREENS #6258	11607 98th Avenue NE, Kirkland, WA 98034-4216
WALGREENS #6259	9456 16th Avenue SW, Seattle, WA 98106-2824
WALGREENS #6260	729 Meridian Avenue E, Edgewood, WA 98371-1041
WALGREENS #6302	16423 Larch Way, Lynnwood, WA 98037-8108
WALGREENS #6304	27112 132nd Avenue SE, Kent, WA 98042-7228
WALGREENS #6307	10200 Mukilteo Speedway, Mukilteo, WA 98275-4743
WALGREENS #6357	6300 E Lake Sammamish Parkway SE, Issaquah, WA 98029-8935
WALGREENS #6389	8500 15th Avenue NW, Seattle, WA 98117-3665
WALGREENS #6422	9709 Silverdale Way NW, Silverdale, WA 98383-9445

WALGREENS #6423	6432 State Highway 303 NE, Bremerton, WA 98311-3714
WALGREENS #6614	20812 Bothell Everett Highway, Bothell, WA 98021-8404
WALGREENS #6720	16824 Highway 99, Lynnwood, WA 98037-3167
WALGREENS #6814	10302 Sunrise Boulevard E, Puyallup, WA 98374-8833
WALGREENS #6890	500 15th Avenue E, Seattle, WA 98112-4513
WALGREENS #6901	28817 Military Road S, Federal Way, WA 98003-7912
WALGREENS #6917	8333 Martin Way E, Lacey, WA 98516-5808
WALGREENS #7132	11216 4th Avenue W, Everett, WA 98204-4979
WALGREENS #7136	1350 Garrett Street, Enumclaw, WA 98022-3468
WALGREENS #7137	2650 Bridgeport Way W, University Place, WA 98466-4720
WALGREENS #7173	22320 Meridian Avenue E, Graham, WA 98338-8427
WALGREENS #7355	3011 NE Sunset Boulevard, Renton, WA 98056-3101
WALGREENS #7356	3540 N Pearl Street, Tacoma, WA 98407-2607
WALGREENS #7570	2205 Broadway, Everett, WA 98201-2321
WALGREENS #7700	34008 Hoyt Road SW, Federal Way, WA 98023-3208
WALGREENS #7908	27130 172nd Avenue SE, Covington, WA 98042-4940
WALGREENS #9373	17524 Aurora Avenue N, Shoreline, WA 98133-4813
WALGREENS #10304	14308 Meridian E, Puyallup, WA 98373-5613
WALGREENS #10553	15585 NE 24th Street, Bellevue, WA 98007-3836
WALGREENS #10926	490 W Washington Street, Sequim, WA 98382-3342
WALGREENS #11856	566 Denny Way, Seattle, WA 98109-5012
WALGREENS #12168	3929 Kitsap Way, Bremerton, WA 98312-2451
WALGREENS #12453	702 Trosper Road SW, Tumwater, WA 98512-6934
WALGREENS #12497	4105 NE 4th Street, Renton, WA 98059-5012
WALGREENS #12910	4840 Borgen Boulevard, Gig Harbor, WA 98332-6826
WALGREENS #12933	718 91st Avenue NE, Lake Stevens, WA 98258-2420
WALGREENS #13770	17520 Avondale Road NE, Woodinville, WA 98077-9100
WALGREENS #15158	404 State Avenue, Marysville, WA 98270-5030
WALGREENS #15404	9797 Edmonds Way, Edmonds, WA 98020-5939
Walgreens #21452	951 Mercer Street, Seattle, WA 98109-4351
WinCo #174	1005 S Yew Street, Centralia, WA 98531-1038
WINCO FOODS #8 PBS	3947 116th Street NE, Marysville, WA 98271-8419
WINCO FOODS #16 PBS	9518 176th Street E, Puyallup, WA 98375-9300
WINCO FOODS #43 PBS	160 SW Campus Drive, Federal Way, WA 98023
WINCO FOODS #50 PBS	21100 91st Place S, Kent, WA 98031-2413
WINCO FOODS #74 PBS	6621 166th Avenue E, Sumner, WA 98390-2902
WINCO FOODS #102 PBS	7540 Martin Way E, Olympia, WA 98516-5657
WINCO FOODS #104 PBS	9900 19th Avenue SE, Everett, WA 98208-3811

WINCO FOODS #105 PBS	4969 Kitsap Way, Bremerton, WA 98312-2372
WINCO FOODS #106 PBS	1913 S 72nd Street, Tacoma, WA 98408-1214
WINCO FOODS #118 PBS	300 E Bellis Fair Parkway, Bellingham, WA 98226-6411
WINCO FOODS #136 PBS	21900 Highway 99, Edmonds, WA 98026-8038
WinCo Foods #169	10315 Silverdale Way NW, Silverdale, WA 98383-7691
WinCo Foods #170	6201 6th Avenue, Tacoma, WA 98406-2019
WALMART #2037	909 E Whiskah, Aberdeen, WA 98520
WALMART #2385	762 Outlet Collection Drive SW, Auburn, WA 98001-6582
WALMART #2403	310 31st Avenue SE, Puyallup, WA 98374-1232
WALMART #2571	1900 S 314th Street, Federal Way, WA 98003-5622
WALMART #3525	16502 Meridian E, Puyallup, WA 98375-2515
WALMART #5073	17432 SE 270th Place, Covington, WA 98042-4962
WALMART #5628	19191 N Kelsey Street, Monroe, WA 98272-1459
Dollar General #30343	6003 Highway 291 # B, Nine Mile Falls, WA 99026-9565
Walmart Supercenter #1947	902 Engh Road, Omak, WA 98841-9473
7-11 #14406	1504 W Sylvester Street, Pasco, WA 99301-4844
7-11 #14423	4313 W Court Street, Pasco, WA 99301-2715
7-11 #14428 - WRIGHT	415 Wright Avenue, Richland, WA 99352-3617
7-11 #14435 - TERR HGTS	3908 Terrace Heights Drive, Yakima, WA 98901-1427
7-11 #17053 - UNIVERSITY	1001 E University Way, Ellensburg, WA 98926-2603
7-11 #19305 - SELAH	120 N 1st Street, Selah, WA 98942-1365
7-11 #23579 - MAIN	112 W University Way, Ellensburg, WA 98926-2903
7-11 #25128 - TOPPENISH	316 S Elm Street, Toppenish, WA 98948-1510
7-11 #27556 - FRUITVALE	1602 Fruitvale Boulevard, Yakima, WA 98902-1237
ALBERTSONS #228	1330 N 20th Avenue, Pasco, WA 99301-4054
ALBERTSONS #252	690 Gage Boulevard, Richland, WA 99352-9512
ALBERTSONS #3253	5204 W Clearwater Avenue, Kennewick, WA 99336-1906
BENTON R.E.A. - WEST RICHLAND	6095 W Van Giesen Street, West Richland, WA 99353-9312
BI-MART #605	309 S 5th Avenue, Yakima, WA 98902-3548
BI-MART #619	1649 Plaza Way, Walla Walla, WA 99362-4324
BI-MART #621	608 E Mountain View Avenue, Ellensburg, WA 98926-3819
BI-MART #626	1207 N 40th Avenue, Yakima, WA 98908-9456
BI-MART #636	110 W South Hill Road, Sunnyside, WA 98944-9172
BI-MART #642	780 Grant Road, East Wenatchee, WA 98802-5429
BI-MART #655	200 S 1st Place, Hermiston, OR 97838-2386
BI-MART #656	901 SW Emigrant Avenue, Pendleton, OR 97801-1948
CASCADE FARM & OUTDOOR	598 N Wilbur Avenue, Walla Walla, WA 99362-1549
CASCADE NATURAL GAS	701 S 1st Avenue, Yakima, WA 98902-4677

COLUMBIA ASPHALT & GRAVEL	377 Parker Bridge Road, Parker, WA 98939
COUNTRY MERCHANTILE	232 Crestloch Road, Pasco, WA 99301-9606
DOLLAR GENERAL #21945	210 S 2nd Street, Benton City, WA 99320-9735
DOLLAR GENERAL #22034	10410 US Highway 12, Naches, WA 98937-8786
DOLLAR GENERAL #22071	182 E Hawthorn Street, Connell, WA 99326
DOLLAR GENERAL #22127	165 1st Avenue, Zillah, WA 98953-9779
DOLLAR GENERAL #22225	45 S Columbia Street, Milton Freewater, OR 97862-7682
DOLLAR GENERAL #22246	610 Bailey Avenue, Granger, WA 98932-9558
Dollar General #22322	450 Baltimore Street, Elgin, OR 97827
DOLLAR GENERAL #22551	125 W Columbia Lane, Irrigon, OR 97844-6900
DOLLAR GENERAL #22595	379 5th Avenue, Burbank, WA 99323-9738
DOLLAR GENERAL #22672	1409 E Lewis Street, Pasco, WA 99301-4309
DOLLAR GENERAL #22673	669 S Main Street, Kittitas, WA 98934-0308
DOLLAR GENERAL #22732	1410 6th Street, Umatilla, OR 97882-9792
DOLLAR GENERAL #22743	60 Government Road, Mattawa, WA 99349-5115
DOLLAR GENERAL #22921	310 S Main Street, Boardman, OR 97818
DOLLAR GENERAL #23045	378 N Main Street, Heppner, OR 97836-2036
DOLLAR GENERAL #23046	1206 W Highland Avenue, Hermiston, OR 97838-9511
DOLLAR GENERAL #23054	105 Simon Way, Stanfield, OR 97875
Dollar General #23098	513 S Park Street, Chewelah, WA 99109-9362
DOLLAR GENERAL #23194	181 NW Birch Street, Pilot Rock, OR 97868
DOLLAR GENERAL #23241	79 Highway 28 West, Soap Lake, WA 98851
DOLLAR GENERAL #23347	3952 Highway 292, Loon Lake, WA 99148-9790
DOLLAR GENERAL #23353	125 Main Street, Mabton, WA 98935
Dollar General #23396	320 S Main Street, Springdale, WA 99173-7005
DOLLAR GENERAL #23478	313 W 1st Avenue, Warden, WA 98857-9345
DOLLAR GENERAL #23566	1005 Plaza Way, Grandview, WA 98930
DOLLAR GENERAL #23675	2603 Villard Street, Pomeroy, WA 99347
Dollar General #25062	715 NE Main Avenue, Wilbur, WA 99185-5176
Dollar General #25351	70970 Frontage Road, Wallowa, OR 97885-8128
DOLLAR GENERAL #25365	8104 Valley Road NE, Moses Lake, WA 98837-9673
DOLLAR GENERAL #25678	1635 W Broadway Avenue, Moses Lake, WA 98837-2612
EL MERCADO DE GRANDVIEW	206 Euclid Street, Grandview, WA 98930-1160
ESPARZA ENTERPRISES	1315 Dietrich Road, Pasco, WA 99301-8048
Love's Travel Stop #0650	78665 Tower Road, Boardman, OR 97818-8501
Lowe's Home Improvement #152	1200 Walla Walla Avenue, Wenatchee, WA 98801-1527
PAVEMENT SURFACE CONTOL	307 N Dayton Street, Kennewick, WA 99336-3649
Pilot Travel Center #1195	1307 N Dolarway Road, Ellensburg, WA 98926-9362
Pilot Travel Center #934	63276 Highway 2023, La Grande, OR 97850
RESER'S FINE FOOD	5526 N Capitol Avenue, Pasco, WA 99301
RITE AID #5293	500 S Pioneer Way, Moses Lake, WA 98837-1812

RITE AID #5296-W.NOB HILL	2204 W Nob Hill Boulevard, Suite B, Yakima, WA 98902-6200
RITE AID #5297-U.G.	2515 Main Street, Union Gap, WA 98903-1675
RITE AID #5299-EBURG	700 S Main Street, Ellensburg, WA 98926-3641
RITE AID #5314	1308 N 20th Avenue, Pasco, WA 99301-4054
RITE AID #5316	1901 N Steptoe Street, Kennewick, WA 99336-7120
RITE AID #5317	101 N Ely Street, Kennewick, WA 99336-2941
RITE AID #5318	1549 George Washington Way, Richland, WA 99354-2602
RITE AID #5319	1329 Lee Boulevard, Richland, WA 99352-4141
RITE AID #5395	1900 SW Court Avenue, Pendleton, OR 97801-1817
RITE AID #6347	250 Basin Street SW, Ephrata, WA 98823-1852
ROSAUERS FOOD #139	410 S 72nd Avenue, Yakima, WA 98908-1673
SAFEWAY #149	1610 W Lincoln Avenue, Yakima, WA 98902-2408
SAFEWAY #0333 - GEO WA WAY-PAS	1803 George Washington Way, Richland, WA 99354-2305
SAFEWAY #0563	613 S 6th Street, Sunnyside, WA 98944-2110
SAFEWAY #1135 - CLE ELUM	804 E 1st Street, Cle Elum, WA 98922-1253
SAFEWAY #1235	2204 W Nob Hill Boulevard, Suite A, Yakima, WA 98902-6200
SAFEWAY #1593 - GRANDVIEW	610 E Wine Country Road, Grandview, WA 98930-1062
SAFEWAY #1630	400 N Ruby Street, Ellensburg, WA 98926-3152
SAFEWAY #1660	905 E Mead Avenue, Yakima, WA 98903-3721
SAFEWAY #3252 - MOSES LAKE	601 S Pioneer Way, Suite A, Moses Lake, WA 98837-4801
SAFEWAY #462	205 N 5th Avenue, Yakima, WA 98902-2643
SAFEWAY #502	5702 Summitview Avenue, Yakima, WA 98908-3040
SAFEWAY #584	711 W 1st Avenue, Toppenish, WA 98948-1153
STAGECOACH RV PARK	16201 N Wenas Road, Selah, WA 98942-9107
SUPER ONE ROSAURS #130	200 E Mountain View Avenue, Ellensburg, WA 98926-3771
Target #2314	2941 Queensgate Drive, Richland, WA 99352-9101
TARGET #760	12 N Fair Avenue, Yakima, WA 98901-4520
TARGET #830	1106 N Columbia Center Boulevard, Kennewick, WA 99336-1161
TWIN CITY FOODS	5405 N Industrial Way, Pasco, WA 99301-9547
WALGREENS #10107	633 W Tietan Street, Walla Walla, WA 99362-4329
WALGREENS #10195	2800 W Clearwater Avenue, Kennewick, WA 99336-2945
WALGREENS #10478	1601 George Washington Way, Richland, WA 99354-2626
WALGREENS #1078	2005 W Court Street, Pasco, WA 99301-3934
WALGREENS #12053	6400 W Nob Hill Boulevard, Yakima, WA 98908-1929
WALGREENS #12275	610 W Yakima Avenue, Yakima, WA 98902-3365
WALGREENS #13971	470 Grant Road, Wenatchee, WA 98802-5336

WALGREENS #2647	200 E Broadway Avenue, Moses Lake, WA 98837-1718
WALGREENS #2670	1050 N Miller Street, Wenatchee, WA 98801-1512
WALGREENS #9113	4000 W 27th Avenue, Kennewick, WA 99337-2422
WALGREENS #9596	585 Gage Boulevard, Richland, WA 99352-7761
WALGREENS #9765	5506 N Road 68, Pasco, WA 99301-9627
WALGREENS #9911	4001 Summitview Avenue, Suite 1, Yakima, WA 98908-2945
WALMART #2187	2000 N Wenatchee Avenue, Wenatchee, WA 98801-1056
WALMART #3754	108 N Apple Blossom Drive, Chelan, WA 98816-8679
WESTERN MATERIALS	317 S 5th Avenue, Pasco, WA 99301-5596
Winco # 164	1340 N Wenatchee Avenue, Wenatchee, WA 98801-1558
WINCO FOODS #111 PBS	2425 Longfibre Avenue, Union Gap, WA 98903-1503
WINCO FOODS #141	960 N Stratford Road, Moses Lake, WA 98837-1513
WINCO FOODS #2 PBS	4602 W Clearwater Avenue, Kennewick, WA 99336-6206
WINCO FOODS #45 PBS	101 Columbia Point Drive, Richland, WA 99352-4387

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,

*Plaintiff,*

v.

REDDY ICE LLC,

STONE CANYON INDUSTRIES  
HOLDINGS, LP,

and

CHILL PARENT HOLDCO, L.P.,

*Defendants.*

Case No.: 1:26-cv-271-SLS

**COMPETITIVE IMPACT STATEMENT**

In accordance with the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h) (the “APPA” or “Tunney Act”), the United States of America files this Competitive Impact Statement related to the proposed Final Judgment filed in this civil antitrust proceeding.

**I. NATURE AND PURPOSE OF THE PROCEEDING**

On July 3, 2025, Stone Canyon Industries Holdings, L.P. (“Reddy Ice”) agreed to acquire Chill Parent Holdco, L.P. (“Arctic Glacier”) for a price of more than \$126.4 million but less than \$179.4 million. The United States filed a civil antitrust Complaint on January 30, 2026, seeking to enjoin the proposed acquisition. (*See* ECF No. 1; *see also* Corrected Complaint filed Feb. 2, 2026, at ECF No. 8-1) (“Corrected Complaint”).<sup>1</sup> The Corrected Complaint alleges that the likely effect of this acquisition would be to

---

<sup>1</sup> Per the Court’s ECF instruction on February 2, 2026, the United States filed corrected documents in this matter to comply with the requirement that the signing attorney must be the filing attorney. No substantive changes were made to the corrected documents.

substantially lessen competition for the sale of packaged ice (1) to retail chains in the states of Oregon and Washington and in Imperial and Riverside counties in the state of California, and (2) to airlines and airline caterers in the metropolitan areas of Boston, Massachusetts and New York City, New York, in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18.

At the same time the Complaint was filed, the United States filed a proposed Final Judgment and an Asset Preservation and Hold Separate Stipulation and Order, which are designed to remedy the loss of competition alleged in the Complaint. (*See* ECF No. 2-1; *see also* Corrected Asset Preservation and Hold Separate Stipulation and Order filed Feb. 2, 2026, at ECF No. 8-3) (“Corrected Stipulation and Order”).<sup>2</sup>

Under the terms of the proposed Final Judgment, which are explained more fully below, Defendants are required to divest ice manufacturing and distribution facilities, customer relationships and contracts, and other assets, in California to San Diego Ice Company, Inc. (“San Diego Ice”) and in Washington to Columbia Basin Ice, LLC (“Columbia Basin Ice”), or to other acquirers acceptable to the United States. Defendants are also required to divest customer relationships and contracts, along with other assets, in Oregon to Oregon Ice Company, LLC (“Oregon Ice”), in the Boston, Massachusetts metropolitan area to Dee Zee Ice, LLC (“Dee Zee Ice”), and in the New York City, New York metropolitan area to Natuzzi Ice, Inc. (“Natuzzi Ice”), or to other acquirers acceptable to the United States. Additionally, under the proposed Final Judgment, Defendants are (1) required to sever any existing distribution or co-packing agreements with the acquirers; (2) prohibited from entering into new distribution or co-packing agreements with the acquirers during the term of the proposed Final Judgment, unless the United States permits entry into such agreements; (3) prohibited from competing for the

---

<sup>2</sup> *See* footnote 1.

divested customers for a limited time; (4) required to undergo annual antitrust compliance training approved by the United States; and (5) required to provide advance notification to the United States of certain future acquisitions of packaged ice companies.

Under the terms of the Corrected Stipulation and Order, Defendants must take certain steps to operate, preserve, and maintain the full economic viability, marketability, and competitiveness of the assets that must be divested. In addition, the management, sales, and operations of the assets that must be divested must be held entirely separate, distinct, and apart from Defendants' other operations. The purpose of these terms in the Corrected Stipulation and Order is to ensure that competition is maintained during the pendency of the required divestitures.

The United States and Defendants have stipulated that the proposed Final Judgment may be entered after compliance with the APPA. Entry of the proposed Final Judgment will terminate this action, except that the Court will retain jurisdiction to construe, modify, or enforce the provisions of the proposed Final Judgment and to punish violations thereof.

## **II. DESCRIPTION OF EVENTS GIVING RISE TO THE ALLEGED VIOLATION**

### **A. The Defendants and the Proposed Transaction**

Reddy Ice is the largest producer of packaged ice in the United States, with annual revenues of approximately \$511 million. It is headquartered in Dallas, Texas, and is owned by Stone Canyon Industries Holdings, LP. Reddy Ice sells packaged ice in 37 states and the District of Columbia. It operates 100 ice manufacturing and distribution facilities in the United States. Reddy Ice also owns approximately 2,320 in-store bagging machines that automatically produce and package bags of ice at retail chain and convenience stores.

Arctic Glacier is the third largest packaged ice producer in the United States, with annual revenues of approximately \$306 million. It has dual headquarters in Bala

Cynwyd, Pennsylvania, and Winnipeg, Canada. Arctic Glacier's ultimate parent is Chill Parent Holdco, L.P., which is owned by the Carlyle Group. Arctic Glacier sells packaged ice in 19 states. It operates 57 ice manufacturing and distribution facilities in the United States.

Reddy Ice and Arctic Glacier have largely complementary footprints in the United States, although they overlap in some geographic areas. Reddy Ice's packaged ice facilities are located in the U.S. Southeast, South, and parts of the West and West Coast; Arctic Glacier's packaged ice facilities are located in the U.S. Northeast, parts of the Midwest, and on the West Coast.

On July 3, 2025, Reddy Ice and Arctic Glacier executed a purchase agreement through which Reddy Ice will acquire Arctic Glacier for more than \$126.4 million but less than \$179.4 million.

## **B. Competitive Effects of the Transaction**

The Corrected Complaint alleges that the transaction will result in anticompetitive effects in the markets for the sale of packaged ice (1) to retail chains in the states of Oregon and Washington and in Imperial and Riverside counties in the state of California, and (2) to airlines and airline caterers in the metropolitan areas of Boston, Massachusetts and New York City, New York.

The transaction will combine the largest two producers of packaged ice in certain parts of the United States where they both compete. As alleged in the Corrected Complaint, eliminating competition between Reddy Ice and Arctic Glacier would likely lead to higher prices, reduced service quality, or both for packaged ice sold to retail chains in the states of Oregon, Washington, and in Imperial and Riverside counties in the state of California and to airlines and airline caterers in the metropolitan areas of Boston and New York City.

### **1. Relevant Markets**

**a. Packaged Ice Sold to Retail Chains in Oregon, Washington, and Imperial and Riverside Counties in California**

As alleged in the Corrected Complaint, packaged ice sold to national, regional, and multi-regional chains in Oregon, Washington, and Imperial and Riverside counties in California are relevant markets under Section 7 of the Clayton Act.

Packaged ice sold to retail chains is a recognized product category in the ice industry and is typically sold in seven-pound and larger bags. High-quality service and on-time delivery are important to retail chains that need to have ice stocked throughout the year, especially during the summer months. Retail chains often prefer to contract with large producers of packaged ice such as Reddy Ice and Arctic Glacier because they have the ability to serve stores across multiple geographies. Other reasons include volume discounts; proven ability to serve large customers; the administrative simplicity of working with fewer suppliers; and the ability of large producers of packaged ice to supply back-up ice from their other facilities.

There are no reasonable substitutes for packaged ice for most retail chains. Ice vending machines and self-supply of packaged ice are not viable alternatives for most retail chains due to cost, capacity, and space limitations.

Packaged ice producers negotiate individual prices with retail chains for delivery of packaged ice to multiple store locations. A price increase can therefore be targeted to an individual customer due to a lessening in competition. Customers that are similarly situated with respect to the effects of the transaction may be analyzed as a group, and the location of the group delineates the relevant geographic market. Affected customers in the relevant geographic markets cannot evade a price increase via arbitrage, that is, by repurchasing packaged ice from customers in other areas that have not been subject to a price increase. This is not practical for a number of reasons, including the costs of transportation, which can be high due to packaged ice's high volume and weight relative to its sales price, as well as the expense of fuel and refrigeration. The relevant

geographic markets in which retail chains will likely be harmed by the proposed transaction are the locations of these similarly situated targetable customers in Oregon, Washington, and Imperial and Riverside counties in California.

For these reasons, the Corrected Complaint alleges that a hypothetical monopolist supplier of packaged ice to retail chains in Oregon, Washington, and Imperial and Riverside counties in California would profitably increase prices by at least a small but significant non-transitory amount because retail chains in these areas have no practical alternative source of supply.

**b. Packaged Ice Sold to Airlines and Airline Caterers in the Metropolitan Areas of Boston, MA and New York City, NY**

As alleged in the Corrected Complaint, packaged ice sold to airlines and airline caterers in the metropolitan areas of Boston, Massachusetts and New York City, New York, are relevant markets under Section 7 of the Clayton Act. Packaged ice sold to airlines and airline caterers is a recognized product category in the ice industry. Airlines and airlines caterers buy packaged ice primarily for use during the in-flight beverage services. Unlike retail chains, most airlines and airline caterers purchase smaller, five-pound heat-sealed bags, which require different machinery that many ice producers do not have, rather than the typical seven-pound and larger bags sold to retail chains.

There are no reasonable substitutes for packaged ice for most airlines and airline caterers. Ice vending machines and self-supply of packaged ice are not viable alternatives for most airlines and airline caterers due to cost, capacity, and space limitations.

Packaged ice producers negotiate individual prices with airlines and airline caterers for delivery to airports. Similar to retail chains, airlines and airline caterers can be individually targeted for price increases due to a lessening of competition. Similarly situated airlines and airline caterers can be grouped together to assess the effects of the

transaction. The relevant geographic markets are the locations of these groups of customers in the metropolitan areas of Boston and New York City.

For these reasons, the Corrected Complaint alleges that a hypothetical monopolist supplier of packaged ice to airlines and airline caterers in the Boston and New York City metropolitan areas would profitably increase prices by at least a small but significant non-transitory amount because airlines and airline caterers in these areas have no practical alternative source of supply.

## **2. Competitive Effects**

As alleged in the Corrected Complaint, Reddy Ice's acquisition of Arctic Glacier would combine the largest packaged ice producers capable of servicing most retail chains, airlines, and airline caterers in the relevant geographic markets. In each of the relevant markets, Reddy Ice and Arctic Glacier compete head-to-head to sell packaged ice by lowering prices to customers and by providing better services, such as more reliable, frequent, and on-time deliveries. In some of these geographic markets, Reddy Ice competes exclusively using a co-packer that manufactures and delivers the ice to the customer on behalf of Reddy Ice. Many customers solicit bids from packaged ice producers and select the bidder that offers the best combination of quality of service and price. Even customers who use less formal procurement processes benefit from the competition between these two large producers on price and quality of service.

The acquisition would eliminate the benefits of competition for sales of packaged ice between Reddy Ice and Arctic Glacier in the relevant markets. As alleged in the Corrected Complaint, the acquisition would result in higher prices, lower service quality, or both, and leave retail chains, airlines, and airline caterers in the relevant markets with few, if any, competitive alternatives.

## **3. Difficulty of Entry and Expansion**

As alleged in the Corrected Complaint, sufficient and timely entry by competitors into the relevant packaged ice markets is unlikely to prevent the harm to competition that is likely to result from Reddy Ice's acquisition of Arctic Glacier. Expansion among existing competitors is similarly unlikely to occur in a sufficient and timely fashion to prevent harm to retailers and consumers in these markets. Barriers to entry and expansion are high and include the substantial up-front capital investments required to build a network of facilities with the scale needed to meaningfully compete with the combined firm and reputational barriers such as the time required to build a supplier's reputation in the industry.

The Corrected Complaint also alleges that the acquisition of Arctic Glacier by Reddy Ice is unlikely to generate efficiencies sufficient to reverse or outweigh the anticompetitive effects that are likely to occur as a result of the acquisition.

### **III. EXPLANATION OF THE PROPOSED FINAL JUDGMENT**

The relief required by the proposed Final Judgment is designed to remedy the loss of competition alleged in the Corrected Complaint by establishing independent and economically viable competitors for the sale of packaged ice to retail chains in Oregon, Washington, and Imperial and Riverside counties in California, and to airlines and airline caterers in the metropolitan areas of Boston, MA and New York City, NY.

#### **A. Divestitures**

##### **1. Divestiture Assets in California, Oregon, and Washington**

The proposed Final Judgment defines three sets of divestiture assets for the relevant geographic markets in California (the "California Divestiture Assets"), Oregon (the "Oregon Divestiture Assets"), and Washington (the "Washington Divestiture Assets") (*see* Paragraphs II.H., II.BB., and II.JJ., respectively of the proposed Final Judgment). Each set of assets must be divested within 30 calendar days after the Court's entry of the Corrected Stipulation and Order. Each set of assets also must be divested in

such a way as to satisfy the United States in its sole discretion that the assets can and will be operated by the acquirers as viable, ongoing businesses that can compete effectively in the market for the sale of packaged ice to retail chains in the relevant geographic markets. Defendants also must use their best efforts to accomplish the divestitures as expeditiously as possible and must cooperate with the acquirers.

For the California Divestiture Assets, Defendants must divest the lease, facilities, machinery, equipment, vehicles, ice merchandisers, and customer contracts and relationships relating to or used in connection with the manufacture and sale of packaged ice to Reddy Ice's customers and customer locations listed in Schedule 1 of the proposed Final Judgment. Defendants must divest the California Divestiture Assets to San Diego Ice or another acquirer acceptable to the United States in its sole discretion.

For the Oregon Divestiture Assets, Defendants must divest ice merchandisers and customer contracts and relationships relating to or used in connection with the manufacture and sale of packaged ice to Reddy Ice's customers and customer locations listed in Schedule 4 of the proposed Final Judgment. Defendants must also, at the option of the acquirer, grant the acquirer for a period of three years a rent-free and royalty-free right to use the in-store bagging machines that are at customer locations listed in Schedule 4. Defendants must divest the Oregon Divestiture Assets to Oregon Ice or another acquirer acceptable to the United States in its sole discretion.

For the Washington Divestiture Assets, Defendants must divest leases and subleases, facilities, machinery, equipment, vehicles, ice merchandisers, and customer contracts and relationships relating to or used in connection with the manufacture and sale of packaged ice to Reddy Ice's customers and customer locations listed in Schedule 5 of the proposed Final Judgment. Defendants must also, at the option of the acquirer, grant the acquirer for a period of three years a rent-free and royalty-free right to use the in-store bagging

machines that are at customer locations listed in Schedule 5. Defendants must divest the Washington Divestiture Assets to Columbia Basin Ice or another acquirer acceptable to the United States in its sole discretion.

The acquirers, Oregon Ice, Columbia Basin Ice, and San Diego Ice, are packaged ice suppliers with multiple facilities in Oregon (Oregon Ice), Washington (Columbia Basin Ice), and in southern California (San Diego Ice). Each of these suppliers is currently serving large retail chains in those areas as a co-packer for Reddy Ice and has been serving as a co-packer for Reddy Ice for over seven years. Each will be acquiring the customer contracts and relationships that it currently serves as the co-packer. Because of their demonstrated track records of serving these large retail chain customers, they are well-positioned to continue to serve these customers and vigorously compete to retain them going forward.

To avoid entanglements and agreements that may lessen future competition, Defendants must sever any existing manufacture, distribution, or co-pack agreements between any Defendant and an acquirer.

## **2. Divestitures Assets in Massachusetts and New York**

The proposed Final Judgment defines two sets of divestiture assets for the relevant geographic markets in Massachusetts (the “Massachusetts Divestiture Assets”) and New York (the “New York Divestiture Assets”) (*see* Paragraphs II.W. and II.Z., respectively of the proposed Final Judgment). Each set of assets must be divested within 30 calendar days after the Court’s entry of the Corrected Stipulation and Order. Each set of assets also must be divested in such a way as to satisfy the United States in its sole discretion that the assets can and will be operated by the acquirers as viable, ongoing businesses that can compete effectively in the market for the sale of packaged ice to airline and airline caterers in the relevant geographic markets. Defendants must use their

best efforts to accomplish the divestitures as expeditiously as possible and must cooperate with the acquirers.

For the Massachusetts Divestiture Assets, Defendants must divest ice merchandisers and customer contracts and relationships relating to or used in connection with the manufacture and sale of packaged ice to Reddy Ice's customers and customer locations listed in Schedule 2 of the proposed Final Judgment. Defendants must divest the Massachusetts Divestiture Assets to Dee Zee Ice or another acquirer acceptable to the United States in its sole discretion.

For the New York Divestiture Assets, Defendants must divest ice merchandisers and customer contracts and relationships relating to or used in connection with the manufacture and sale of packaged ice to Reddy Ice's customers and customer locations listed in Schedule 3 of the proposed Final Judgment. Defendants must divest the New York Divestiture Assets to Natuzzi Ice or another acquirer acceptable to the United States in its sole discretion.

The acquirers, Dee Zee Ice and Natuzzi Ice, are packaged ice suppliers capable of serving airlines and airline caterers in the metropolitan areas of Boston and New York City, respectively. Each of these acquirers is currently serving airlines and airline caterers in these markets as a co-packer for Reddy Ice and has been doing so for four years. Each will be acquiring the customer contracts and relationships that it currently serves as the co-packer. Because of their demonstrated track records of serving these customers, they are well-positioned to continue to serve these customers and vigorously compete to retain them going forward.

To avoid entanglements and agreements that may lessen future competition, Defendants must sever any existing manufacture, distribution, or co-pack agreements between any Defendant and an acquirer.

### **3. Relevant Personnel and Non-Solicitation Provisions**

For the California, Oregon, and Washington Divestiture Assets, the proposed Final Judgment (*see* Paragraphs IV.I., VII.J., and VIII.J., respectively) contains provisions intended to facilitate the acquirers' efforts to hire certain employees needed to operate the divested assets. Specifically, the proposed Final Judgment requires Defendants to provide the acquirer and the United States with organization charts and information relating to these employees and to make them available for interviews. It also provides that Defendants must not interfere with any efforts by acquirers to hire these employees. Additionally, for employees who elect employment with an acquirer, Defendants must waive all non-compete and non-disclosure agreements, vest all unvested pension and other equity rights, provide all compensation and benefits that those employees have fully or partially accrued, and provide all other benefits that the employees would generally be provided had those employees continued employment with Defendants, including any retention bonuses or payments. The proposed Final Judgment further provides that for six months from the date of the California, Oregon, and Washington Divestitures, Defendants may not solicit to re-hire any of those employees who were hired by the acquirer, unless an employee is terminated or laid off by the acquirer or the acquirer agrees in writing that Defendants may solicit to re-hire that individual (*see* Paragraphs IV.I.6., VII.J.6, and VIII.J.6. of the proposed Final Judgment).

#### **4. In-Store Bagging Machine Parts Supply Contract Provisions**

For the Oregon and Washington Divestiture Assets, the proposed Final Judgment (*see* Paragraphs VII.L.1. and VIII.M.1., respectively) requires Defendants, at the option of the acquirer and subject to approval by the United States in its sole discretion, on or before the date of divestiture, to enter into one or more contracts for the supply of parts that the acquirer determines are needed for the maintenance of the in-store bagging machines being leased by the Defendants to the acquirer (*see* Paragraphs VII.L.1. and VIII.M.1. of the proposed Final Judgment). Any supply contract may be for a period of

up to three years, as determined by the acquirer, on terms and conditions reasonably related to market conditions for the supply of such parts. At the option of the acquirer, subject to approval by the United States in its sole discretion, Defendants must enter into one or more extensions of any such contracts for a total of up to an additional two years. The acquirer may terminate all or a portion of a supply contract or extension without cost or penalty, upon 30 calendar days' written notice. These provisions will help to ensure that acquirers of customers with in-store bagging machines will have the ability to access the parts that are needed to maintain those machines, enhancing their ability to retain these customers.

#### **5. Packaged Ice Supply Contract Provisions**

For all five sets of divestiture assets, the proposed Final Judgment (*see* Paragraphs IV.L., V.J., VI.J., VII.L.2., and VIII.M.2.) requires Defendants, at the option of the acquirers, to enter into one or more contracts for the supply of packaged ice for the customers that are being transferred to the acquirer, for a period of up to one year on terms and conditions reasonably related to market conditions for the supply of packaged ice. At the option of the acquirer, and subject to the approval of the United States in its sole discretion, Defendants must enter into one or more extensions of any such contract for the supply of packaged ice, for a total of up to an additional two years. The acquirer may terminate all or a portion of a supply contract or extension without cost or penalty upon 30 calendar days' written notice. These provisions will help to ensure that the acquirer will not face disruption to its supply of packaged ice and will help it to retain the customers transferred to it as part of the divestiture.

#### **6. Transition Services Agreements Provisions**

For all five sets of divestiture assets, the proposed Final Judgment (*see* Paragraphs IV.M., V.K., VI.K., VII.M., and VIII.N.) requires Defendants, at the acquirer's option and subject to approval by the United States in its sole discretion, to enter into a transition

services agreement, on or before the date of the divestiture, to provide back office, accounting, invoicing, customer service, employee health and safety, and information technology services and support for a period of up to 180 calendar days, and one or more extensions of up to an additional 180 days, on terms and conditions reasonably related to market conditions for the provision of the transition services. The acquirer may terminate all or a portion of the transition services agreement, including an extension, without cost or penalty, upon 30 calendar days' written notice. The proposed Final Judgment also provides that employees of Defendants tasked with supporting this agreement must not share any competitively sensitive information of the acquirer with any other employee of Defendants.

#### **7. Customer Non-Compete and Non-Solicitation Provisions**

For all five sets of divestiture assets, the proposed Final Judgment (*see* Paragraphs IV.N. and IV.O., V.L. and V.M., VI.L. and VI.M., VII.N. and VII.O., and VIII.O. and VIII.P.) prohibits Defendants from selling any packaged ice to the customers transferred to acquirers as part of the divestitures for a period of one year following the divestitures and prohibits Defendants from initiating customer-specific communications to solicit any customer transferred to acquirers as part of the divestitures for a period of three years following the divestitures. However, once the one-year term of the non-compete provisions expire, Defendants may respond to inquiries initiated by transferred customers and enter into negotiations to supply that customer (including responding to requests for quotation or proposal). Together, these provisions will help the acquirers establish and maintain important customer relationships and preserve competition.

#### **B. Appointment of Divestiture Trustee**

If Defendants do not accomplish the divestitures of the California, Massachusetts, New York, Oregon, and Washington Divestiture Assets within the period prescribed in Paragraphs IV.A., V.A., VI.A., VII.A., and VIII.A. of the proposed Final Judgment,

Section IX of the proposed Final Judgment provides that the Court will appoint a divestiture trustee selected by the United States to effect the divestitures. If a divestiture trustee is appointed, the proposed Final Judgment provides that Defendants must pay all costs and expenses of the trustee. The divestiture trustee's commission must be structured so as to provide an incentive for the trustee based on the price and terms obtained and the speed with which the divestiture is accomplished. After the divestiture trustee's appointment becomes effective, the divestiture trustee must provide monthly reports to the United States setting forth the divestiture trustee's efforts to accomplish the divestitures. If the divestitures have not been accomplished within 180 calendar days of the divestiture trustee's appointment, the United States may make recommendations to the Court, which may enter such orders as it deems appropriate, in order to carry out the purpose of the Final Judgment, including by extending the trust and the term of the divestiture trustee's appointment.

### **C. Appointment of Monitor**

Section XIV of the proposed Final Judgment provides that the Court will appoint a monitoring trustee selected by the United States in its sole discretion who will have the power and authority to investigate and report on Defendants' compliance with the terms of the Final Judgment and the Corrected Stipulation and Order, including Defendants' sale of the Divestiture Assets and Defendants' compliance with the supply contracts provisions in Paragraphs IV.L., V.J., VI.J., VII.L., and VIII.M., the transition services provisions in Paragraphs IV.M., V.K., VI.K., VII.M., and VIII.N., the customer non-compete provisions in Paragraphs IV.N., V.L., VI.L., VII.N., and VIII.O., the customer non-solicitation provisions in Paragraphs IV.O., V.M., VI.M., VII.O., and VIII.P of the proposed Final Judgment, as well as the antitrust compliance training provisions in Section XV of the proposed Final Judgment. The monitoring trustee will not have any responsibility or obligation for the operation of Defendants' businesses. The monitoring

trustee will serve at Defendants' expense, on such terms and conditions as the United States approves, and Defendants must assist the monitoring trustee in fulfilling the monitoring trustee's obligations. The monitoring trustee will provide periodic reports to the United States on the Defendants' efforts to comply with the Final Judgment and will serve until 90 calendar days after all supply contracts or customer non-solicitation requirements have expired, whichever is later, unless the United States determines a different period is appropriate.

#### **D. Notification Provisions**

Section XVII of the proposed Final Judgment requires Defendants to notify the United States 30 days in advance of executing certain transactions that would not otherwise be reportable under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, 15 U.S.C. § 18a ("HSR Act"). The transactions covered by these provisions include Defendants' acquisition, directly or indirectly, of any assets of or any interest in any entity valued at 15% or greater of the "size of transaction" threshold (as adjusted annually and as specified in the HSR Act) that is involved in the manufacture or sale of packaged ice in Oregon; Washington; Imperial County, CA; Los Angeles County, CA; Orange County, CA; Riverside County, CA; San Bernardino County, CA; or San Diego County, CA; or in the manufacture or sale of packaged ice to, or within 50 miles of, customers located at Newark Liberty International Airport, John F. Kennedy International Airport, LaGuardia Airport, or Boston Logan International Airport. These additional reporting requirements are in effect during the five-year period following entry of the proposed Final Judgment.

Section XVII will provide the United States with advance notice of, and an opportunity to evaluate, Defendants' acquisition of packaged ice suppliers in the same geographic areas where Defendants must complete divestitures. Additionally, Section XVII broadens the geographic scope of relief in California to encompass counties

adjacent to or nearby Imperial and Riverside counties to ensure that Defendants notify the United States of future proposed acquisitions of rivals that may be capable of serving large retail chains. Because, as alleged in the Corrected Complaint, the packaged ice industry has experienced significant consolidation, future acquisitions of entities involved in the manufacture and sale of packaged ice in these geographic areas by Defendants may have the potential to substantially lessen competition. These provisions give the United States an opportunity to assess the competitive effects of such transactions in advance of their closing, even if the purchase price is below the HSR Act's threshold. Because the entity value threshold amount is much lower than the HSR's Act "size of transaction" threshold, these provisions broaden Defendants' pre-merger reporting requirements.

#### **F. Other Provisions to Ensure Compliance with the Proposed Final Judgment**

The proposed Final Judgment also contains provisions designed to promote compliance with and make enforcement of the Final Judgment as effective as possible. Paragraph XVIII.A. of the proposed Final Judgment prohibits Defendants, during the term of the Final Judgment, from reacquiring any part of or any interest in the Divestiture Assets or acquiring any part of or any interest in any acquirer without prior written authorization of the United States. This provision ensures that the acquirers will remain independent competitors of Defendants.

Paragraph XVIII.B. of the proposed Final Judgment prohibits Defendants from entering into a new joint venture, partnership, or collaboration, including any distribution or co-packing agreements, with any acquirer during the term of the Final Judgment. However, the United States in its sole discretion may approve distribution or co-packing agreements between Defendants and acquirers during the term of the Final Judgment. This provision ensures that the acquirers will have the incentive to compete against Defendants while allowing potentially pro-competitive distribution or co-packing agreements between Defendants and acquirers with approval from the United States.

Section XV of the proposed Final Judgment provides that within 90 calendar days of entry of the Final Judgment, and on an annual basis thereafter for the duration of the Final Judgment, Reddy Ice must conduct an antitrust compliance training approved by the United States on (i) the meaning and requirements of the Final Judgment and the Corrected Stipulation and Order, and (ii) compliance with federal and applicable state antitrust laws and guidelines. Reddy Ice must provide such training to its corporate leadership and their direct reports and all of its employees who communicate in any way with other manufacturers, suppliers, or distributors of packaged ice. The Chief Legal Officer of Reddy Ice must submit an affidavit certifying compliance with this training requirement within 370 calendar days of entry of the Final Judgment and on an annual basis thereafter.

Paragraph XXI.A. provides that if, at any time during the five-year period following entry of the Final Judgment, the United States determines in its sole discretion that the Final Judgment has failed to fully redress the violations alleged in the Corrected Complaint, then the United States may re-open this proceeding to seek additional relief, including divestiture of additional assets from Defendants. The Court may order such additional relief if it finds by a preponderance of the evidence that there is a reasonable probability that the proposed Final Judgment did not fully redress the violations alleged in the Corrected Complaint.

Paragraph XXI.B. provides that the United States retains and reserves all rights to enforce the Final Judgment, including the right to seek an order of contempt from the Court. Under the terms of this paragraph, Defendants have agreed that in any civil contempt action, any motion to show cause, or any similar action brought by the United States regarding an alleged violation of the Final Judgment, the United States may establish the violation and the appropriateness of any remedy by a preponderance of the evidence and that Defendants have waived any argument that a different standard of

proof should apply. This provision aligns the standard for compliance with the Final Judgment with the standard of proof that applies to the underlying offense that the Final Judgment addresses.

Paragraph XXI.C. provides additional clarification regarding the interpretation of the provisions of the proposed Final Judgment. The proposed Final Judgment is intended to remedy the loss of competition the United States alleges would otherwise be harmed by the transaction. Defendants agree that they will abide by the proposed Final Judgment and that they may be held in contempt of the Court for failing to comply with any provision of the proposed Final Judgment that is stated specifically and in reasonable detail, as interpreted in light of this procompetitive purpose.

Paragraph XXI.D. provides that if the Court finds in an enforcement proceeding that a Defendant has violated the Final Judgment, the United States may apply to the Court for an extension of the Final Judgment, together with such other relief as may be appropriate. In addition, to compensate American taxpayers for any costs associated with investigating and enforcing violations of the Final Judgment, Paragraph XXI.D. provides that, in any successful effort by the United States to enforce the Final Judgment against a Defendant, whether litigated or resolved before litigation, the Defendant must reimburse the United States for attorneys' fees, experts' fees, and other costs incurred in connection with that effort to enforce this Final Judgment, including the investigation of the potential violation.

Paragraph XXI.E. states that the United States may file an action against a Defendant for violating the Final Judgment for up to four years after the Final Judgment has expired or been terminated. This provision is meant to address circumstances such as when evidence that a violation of the Final Judgment occurred during the term of the Final Judgment is not discovered until after the Final Judgment has expired or been terminated or when there is not sufficient time for the United States to complete an

investigation of an alleged violation until after the Final Judgment has expired or been terminated. This provision, therefore, makes clear that, for four years after the Final Judgment has expired or been terminated, the United States may still challenge a violation that occurred during the term of the Final Judgment.

Finally, Section XXII of the proposed Final Judgment provides that the Final Judgment will expire ten years from the date of its entry, except that after five years from the date of its entry, the Final Judgment may be terminated upon notice by the United States to the Court and Defendants that the divestitures have been completed and continuation of the Final Judgment is no longer necessary or in the public interest.

#### **IV. REMEDIES AVAILABLE TO POTENTIAL PRIVATE PLAINTIFFS**

Section 4 of the Clayton Act, 15 U.S.C. § 15, provides that any person who has been injured as a result of conduct prohibited by the antitrust laws may bring suit in federal court to recover three times the damages the person has suffered, as well as costs and reasonable attorneys' fees. Entry of the proposed Final Judgment neither impairs nor assists the bringing of any private antitrust damage action. Under the provisions of Section 5(a) of the Clayton Act, 15 U.S.C. § 16(a), the proposed Final Judgment has no prima facie effect in any subsequent private lawsuit that may be brought against Defendants.

#### **V. PROCEDURES AVAILABLE FOR MODIFICATION OF THE PROPOSED FINAL JUDGMENT**

The United States and Defendants have stipulated that the proposed Final Judgment may be entered by the Court after compliance with the provisions of the APPA, provided that the United States has not withdrawn its consent. The APPA conditions entry upon the Court's determination that the proposed Final Judgment is in the public interest.

The APPA provides a period of at least 60 days preceding the effective date of the proposed Final Judgment within which any person may submit to the United States

written comments regarding the proposed Final Judgment. Any person who wishes to comment should do so within 60 days of the date of publication of this Competitive Impact Statement in the Federal Register, or within 60 days of the first date of publication in a newspaper of the summary of this Competitive Impact Statement, whichever is later. All comments received during this period will be considered by the U.S. Department of Justice, which remains free to withdraw its consent to the proposed Final Judgment at any time before the Court's entry of the Final Judgment. The comments and the response of the United States will be filed with the Court. In addition, the comments and the United States' responses will be published in the *Federal Register* unless the Court agrees that the United States instead may publish them on the U.S. Department of Justice, Antitrust Division's internet website.

Written comments should be submitted in English to:

Jill C. Maguire  
Acting Chief, Healthcare & Consumer Products Section  
Antitrust Division  
United States Department of Justice  
450 Fifth St. NW, Suite 4100  
Washington, DC 20530  
ATR.Public-Comments-Tunney-Act-MB@usdoj.gov

The proposed Final Judgment provides that the Court retains jurisdiction over this action, and the parties may apply to the Court for any order necessary or appropriate for the modification, interpretation, or enforcement of the Final Judgment.

## **VI. ALTERNATIVES TO THE PROPOSED FINAL JUDGMENT**

As an alternative to the proposed Final Judgment, the United States considered a full trial on the merits against Defendants. The United States could have continued the litigation and sought preliminary and permanent injunctions against Reddy Ice's acquisition of Arctic Glacier. The United States is satisfied, however, that the relief required by the proposed Final Judgment will remedy the anticompetitive effects alleged in the Corrected Complaint, preserving competition for the sale of packaged ice in the

California, Massachusetts, New York, Oregon, and Washington geographic markets alleged in the Corrected Complaint. Thus, the proposed Final Judgment achieves all or substantially all of the relief the United States would have obtained through litigation but avoids the time, expense, and uncertainty of a full trial on the merits.

## **VII. STANDARD OF REVIEW UNDER THE APPA FOR THE PROPOSED FINAL JUDGMENT**

Under the Clayton Act and APPA, proposed Final Judgments, or “consent decrees,” in antitrust cases brought by the United States are subject to a 60-day comment period, after which the Court shall determine whether entry of the proposed Final Judgment “is in the public interest.” 15 U.S.C. § 16(e)(1). In making that determination, the Court, in accordance with the statute as amended in 2004, is required to consider:

(A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and

(B) the impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e)(1)(A) & (B). In considering these statutory factors, the Court’s inquiry is necessarily a limited one as the government is entitled to “broad discretion to settle with the defendant within the reaches of the public interest.” *United States v. Microsoft Corp.*, 56 F.3d 1448, 1461 (D.C. Cir. 1995); *United States v. U.S. Airways Grp., Inc.*, 38 F. Supp. 3d 69, 75 (D.D.C. 2014) (explaining that the “court’s inquiry is limited” in Tunney Act settlements); *United States v. InBev N.V./S.A.*, No. 08-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at \*3 (D.D.C. Aug. 11, 2009) (noting that a court’s review of a proposed Final Judgment is limited and only inquires “into whether the government’s determination that the proposed remedies will cure the antitrust violations alleged in the

complaint was reasonable, and whether the mechanisms to enforce the final judgment are clear and manageable”).

As the U.S. Court of Appeals for the District of Columbia Circuit has held, under the APPA a court considers, among other things, the relationship between the remedy secured and the specific allegations in the government’s Complaint, whether the proposed Final Judgment is sufficiently clear, whether its enforcement mechanisms are sufficient, and whether it may positively harm third parties. *See Microsoft*, 56 F.3d at 1458–62. With respect to the adequacy of the relief secured by the proposed Final Judgment, a court may not “make de novo determination of facts and issues.” *United States v. W. Elec. Co.*, 993 F.2d 1572, 1577 (D.C. Cir. 1993) (quotation marks omitted); *see also Microsoft*, 56 F.3d at 1460–62; *United States v. Alcoa, Inc.*, 152 F. Supp. 2d 37, 40 (D.D.C. 2001); *United States v. Enova Corp.*, 107 F. Supp. 2d 10, 16 (D.D.C. 2000); *InBev*, 2009 U.S. Dist. LEXIS 84787, at \*3. Instead, “[t]he balancing of competing social and political interests affected by a proposed antitrust decree must be left, in the first instance, to the discretion of the Attorney General.” *W. Elec. Co.*, 993 F.2d at 1577 (quotation marks omitted). “The court should also bear in mind the *flexibility* of the public interest inquiry: the court’s function is not to determine whether the resulting array of rights and liabilities is the one that will *best* serve society, but only to confirm that the resulting settlement is within the *reaches* of the public interest.” *Microsoft*, 56 F.3d at 1460 (quotation marks omitted); *see also United States v. Deutsche Telekom AG*, No. 19-2232 (TJK), 2020 WL 1873555, at \*7 (D.D.C. Apr. 14, 2020). More demanding requirements would “have enormous practical consequences for the government’s ability to negotiate future settlements,” contrary to congressional intent. *Microsoft*, 56 F.3d at 1456. “The Tunney Act was not intended to create a disincentive to the use of the consent decree.” *Id.*

The United States’ predictions about the efficacy of the remedy are to be afforded deference by the Court. *See, e.g., Microsoft*, 56 F.3d at 1461 (recognizing courts should give “due respect to the Justice Department’s ... view of the nature of its case”); *United States v. Iron Mountain, Inc.*, 217 F. Supp. 3d 146, 152–53 (D.D.C. 2016) (“In evaluating objections to settlement agreements under the Tunney Act, a court must be mindful that [t]he government need not prove that the settlements will perfectly remedy the alleged antitrust harms[;] it need only provide a factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms.” (internal citations omitted)); *United States v. Republic Servs., Inc.*, 723 F. Supp. 2d 157, 160 (D.D.C. 2010) (noting “the deferential review to which the government’s proposed remedy is accorded”); *United States v. Archer-Daniels-Midland Co.*, 272 F. Supp. 2d 1, 6 (D.D.C. 2003) (“A district court must accord due respect to the government’s prediction as to the effect of proposed remedies, its perception of the market structure, and its view of the nature of the case.”). The ultimate question is whether “the remedies [obtained by the Final Judgment are] so inconsonant with the allegations charged as to fall outside of the ‘reaches of the public interest.’” *Microsoft*, 56 F.3d at 1461 (*quoting W. Elec. Co.*, 900 F.2d at 309).

Moreover, the Court’s role under the APPA is limited to reviewing the remedy in relationship to the violations that the United States has alleged in its Complaint, and does not authorize the Court to “construct [its] own hypothetical case and then evaluate the decree against that case.” *Microsoft*, 56 F.3d at 1459; *see also U.S. Airways*, 38 F. Supp. 3d at 75 (noting that the court must simply determine whether there is a factual foundation for the government’s decisions such that its conclusions regarding the proposed settlements are reasonable); *InBev*, 2009 U.S. Dist. LEXIS 84787, at \*20 (“[T]he ‘public interest’ is not to be measured by comparing the violations alleged in the complaint against those the court believes could have, or even should have, been alleged”). Because the “court’s authority to review the decree depends entirely on the

government’s exercising its prosecutorial discretion by bringing a case in the first place,” it follows that “the court is only authorized to review the decree itself,” and not to “effectively redraft the complaint” to inquire into other matters that the United States did not pursue. *Microsoft*, 56 F.3d at 1459–60.

In its 2004 amendments to the APPA, Congress made clear its intent to preserve the practical benefits of using judgments proposed by the United States in antitrust enforcement, Pub. L. 108-237 § 221, and added the unambiguous instruction that “[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene.” 15 U.S.C. § 16(e)(2); *see also U.S. Airways*, 38 F. Supp. 3d at 76 (indicating that a court is not required to hold an evidentiary hearing or to permit intervenors as part of its review under the Tunney Act). This language explicitly wrote into the statute what Congress intended when it first enacted the Tunney Act in 1974. As Senator Tunney explained: “[t]he court is nowhere compelled to go to trial or to engage in extended proceedings which might have the effect of vitiating the benefits of prompt and less costly settlement through the consent decree process.” 119 Cong. Rec. 24,598 (1973) (statement of Sen. Tunney). “A court can make its public interest determination based on the competitive impact statement and response to public comments alone.” *U.S. Airways*, 38 F. Supp. 3d at 76 (citing *Enova Corp.*, 107 F. Supp. 2d at 17).

### **VIII. DETERMINATIVE DOCUMENTS**

There are no determinative materials or documents within the meaning of the APPA that were considered by the United States in formulating the proposed Final Judgment.

Dated: February 10, 2026

Respectfully submitted,

FOR PLAINTIFF  
UNITED STATES OF AMERICA:

---

Chris Sung Joon Hong  
United States Department of Justice  
Antitrust Division  
Healthcare & Consumer Products  
Section  
450 Fifth St. NW, Suite 4100  
Washington, DC 20530  
Telephone: (202) 569-1885  
Email: [chris.hong@usdoj.gov](mailto:chris.hong@usdoj.gov)

[FR Doc. 2026-03102 Filed: 2/17/2026 8:45 am; Publication Date: 2/18/2026]