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The Chemical Toxin Working Group Inc. doing  
business as Healthy Living Foundation

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF ALAMEDA**

THE CHEMICAL TOXIN WORKING  
GROUP INC., a California non-profit  
corporation, doing business as HEALTHY  
LIVING FOUNDATION INC.

Plaintiff,

vs.

DULCICH, INC. dba PACIFIC SEAFOOD  
GROUP, an Oregon corporation;  
PENN COVE SHELLFISH L.L.C., a  
Washington limited liability company;  
AMAZON.COM, INC. a Delaware  
corporation;  
AMAZON.COM SERVICES LLC a Delaware  
limited liability company;  
and DOES 1-100,

Defendants.

CASE NO. 23CV032035

**[PROPOSED] CONSENT JUDGMENT**

[Assigned for All Purposes to the Hon. Jenna  
Whitman, Dept. 25]

Complaint: April 27, 2025

**1. INTRODUCTION**

1.1. The Parties to this Consent Judgment are The Chemical Toxin Working Group Inc. doing business as Healthy Living Foundation Inc. ("Plaintiff") and Defendant Dulcich, Inc. ("Defendant"). Plaintiff and Defendant (collectively, the "Parties" and individually, a "Party") enter into this Consent Judgment ("Consent Judgment") to settle claims asserted by Plaintiff against Defendant as set forth in the Complaint.



1.2. It is alleged that Defendant has distributed and/or sold the Covered Product(s).

1.3. On August 19, 2022, Plaintiff served a 60-day notice of violation of Proposition 65 on the California Attorney General, the District Attorneys of every county in California, the City Attorneys of every California city with a population greater than 750,000, and to Defendant, alleging that Defendant violated Proposition 65 by exposing persons in California to the Listed Chemicals in Amazon Fresh Black Mussels, Farm Raised, UPC 027241700260, without first providing a clear and reasonable Proposition 65 warning (the "Notice"). The Notice is designated with Attorney General number 2022-01886. No designated governmental entity has filed a complaint against Defendant with regard to the alleged violations.

1.4. For purposes of this Consent Judgment only, the Parties stipulate that this Court has jurisdiction over the allegations of violations contained in the Complaint and personal jurisdiction over Defendant as to the acts alleged in the Complaint, that venue is proper in the County of Alameda, and that this Court has jurisdiction to enter and enforce this Consent Judgment as a full and final resolution of all claims which were or could have been raised in the Complaint based on the facts alleged therein and in the Notice with respect to Covered Products manufactured, distributed, and/or sold by or on behalf of Defendant. Additionally, for purposes of this Consent Judgment, Defendant is deemed a person in the course of doing business in California and subject to the provisions of the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code §§ 25249.6 et seq. ("Proposition 65").

1.5. Defendant denies the allegations in the Notice and Complaint, and nothing in this Consent Judgment is or shall be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, issue of law, or violation of law. Nothing in this Consent Judgment shall prejudice, waive or impair any right, remedy, argument, or defense the Parties may have in any other pending or future legal proceedings. This Consent Judgment is the product of negotiation and compromise



and is accepted by the Parties solely for purposes of settling, compromising, and resolving issues disputed in this action.

## **2. DEFINITIONS**

2.1. The “Complaint” means the complaint filed on April 27, 2023 in the above captioned matter.

2.2. The “Covered Product(s)” means the following products sold or supplied by the Defendant: Amazon Fresh Black Mussels, Farm Raised, UPC 027241700260.

2.3. “Listed Chemicals” means lead, lead compounds and cadmium.

2.4. The “Effective Date” means the date on which the Court signs and enters this Consent Judgment.

2.5. “Compliance Date” refers to the date that is thirty (30) days after the Effective Date.

2.6. “Distributor” is any entity or individual that sells Covered Products into the State of California.

2.7. “Reasonably Foreseeable” means that a reasonable inquiry would have revealed to the Defendant that a Distributor could sell Covered Products to California. Some, but not all examples of such circumstances include: where the Distributor sells products online/over the internet, telephone, telephone applications, or mail-order; maintains or intends to maintain storage, warehouse(s), brick-and-mortar retail establishment(s) located in California.

2.8. The term "Distributing into the State of California" or “Distributes into the State of California” shall mean to directly ship a Covered Product into California for sale in California or to sell a Covered Product to a Distributor that Defendant knows sells the Covered Product into California, or for whom it is Reasonably Foreseeable that Distributor may sell Covered Product in California.

## **3. INJUNCTIVE RELIEF**

3.1. Any Covered Products that Defendant may Distribute into the State of California after the Compliance Date shall either (1) comply with the warning requirements of



Section 3.2, or (2) meet the reformulation requirements under Section 3.3.

### 3.2. Warnings

3.2.1. For Covered Products that require a Proposition 65 warning under this Consent Judgment, the warning must follow these requirements:

#### A) Option 1, Long-Form Warning:

WARNING: Consuming this product can expose you to chemicals including lead and cadmium, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, go to [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).

#### B) Option 2, Short-Form Warning that can be used for products manufactured and labeled prior to January 1, 2028:

The Option 2 Short-Form Warning can be used for products manufactured and labeled prior to January 1, 2028.

The font size of this short-form warning must be a minimum of 6 points, and it cannot be smaller than the largest size font used for other consumer information (as defined in 27 Cal. Code Regs. § 25600.1(c) included on the label:

WARNING: Cancer and Reproductive Harm – [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)

#### C) Option 3, Short -Form Warning compliant after January 1, 2025:

WARNING: “Risk of cancer and reproductive harm from exposure to lead and cadmium. See [www.P65Warnings.ca.gov/food](http://www.P65Warnings.ca.gov/food).”

The Option 3 Short-Form Warning can be used before and/or after January 1, 2028.

### 3.2.2. Warning Method of Transmission

3.2.2.1. The term “WARNING” shall be in bold and capitalized.

3.2.2.2. The warning statement shall be prominently displayed for the Covered Products (1) on the label of the Covered Product, or (2) on a posted sign, shelf tag, or shelf sign, provided that the statement is displayed with such conspicuousness, as compared with other words, statements, or designs as to



render it likely to be read and understood by an ordinary individual prior to sale.

3.2.2.3. The warning statement on the Covered Product's label must be set off from other surrounding information and enclosed in a text box.

3.2.2.4. If the warning statement is displayed on a placard, shelf tag, or sign where the Covered Product is offered for sale in a physical store, the warning placard or sign must enable an ordinary individual to determine which Covered Products the warning applies to.

3.2.2.5. Where the Covered Products' sign or label used to provide a warning includes consumer information about a product in a language other than English, the warning must also be provided in that language in addition to English.

3.2.2.6. For any Covered Product sold by Defendant over the internet, a warning shall be prominently displayed as follows: (a) on the primary display page for the Covered Product; (b) as a clearly marked hyperlink using the word "WARNING" in all capital and bold letters on the Covered Product's primary display page; (c) on the checkout page or any other page in the checkout process when a California delivery address is indicated for any purchase of any Covered Product and with the warning clearly associated with the Covered Product to indicate that the product is subject to the warning; or (d) by otherwise prominently displaying the warning to the purchaser prior to completing the purchase. If the warning is provided using the short-form warning label content pursuant to Section 3.2.1.B above, the warning provided on the website may use the same content. For Defendant's internet/online sales, in addition to the online warning described above, Defendant must also ensure a warning meeting the requirements of Section 3.2.1(A) appears on the label or packaging of the Covered Product.

### **3.3. Reformulated Covered Products; Testing**



1           3.3.1. Beginning as of the Compliance Date, Defendant shall not sell in the  
2 State of California, or "Distribute into the State of California," any Covered Product that  
3 exposes a person to a "Daily Lead Exposure Level" of more than 0.5 micrograms of  
4 lead per day or a "Daily Cadmium Exposure Level" of more than 4.1 micrograms of  
5 cadmium per day, unless it meets the warning requirements under Section 3.2 above.

6           3.3.2. Daily Lead or Cadmium Exposure Level: For purposes of this Consent  
7 Judgment only, the "Daily Lead Exposure Level" and "Daily Cadmium Exposure  
8 Level" shall be measured in micrograms, and shall be calculated using the following  
9 formula: micrograms of each of the Listed Chemicals per gram of product, multiplied  
10 by 110 grams of product per serving of the product, multiplied by servings of the  
11 product per day, which equals micrograms of lead exposure per day.

12           3.3.3. For purposes of determining if a warning is required pursuant to Section  
13 3.2 only, the highest concentration of each of the Listed Chemicals of three (3) samples  
14 of the Covered Products randomly selected from different lot numbers by Defendant (or  
15 from as many lots as are available for testing if there are fewer than three (3)) will be  
16 determined. HLF reserves the right to test reformulated products and, if the results are  
17 violative of Section 3.3.1, assert any new claims that may arise, subject to the  
18 provisions of Section 5, for any Covered Products that are not properly labeled under  
19 Proposition 65.

20           3.3.4. All testing pursuant to this Consent Judgment shall be performed using a  
21 laboratory method that complies with the performance and quality control factors  
22 appropriate for the method used, including limit of detection, limit of quantification,  
23 accuracy, and precision and meets the following criteria: Inductively Coupled Plasma-  
24 Mass Spectrometry (ICP-MS) achieving a limit of quantification of less than or equal to  
25 0.010 mg/kg, or any other testing method subsequently agreed upon in writing by the  
26 Parties.

27           3.3.5. All testing pursuant to this Consent Judgment shall be performed by an  
28



1 independent third-party laboratory accredited to perform testing for the Listed  
2 Chemicals using the methodology in Section 3.3.4. Testing shall be performed prior to  
3 Defendant's first distribution into California or sale in California of any Covered  
4 Product produced or purchased by Defendant after the Compliance Date, and testing  
5 shall continue at least once per year for two consecutive years after the Compliance  
6 Date.

7 3.3.6. The requirements of Section 3.3 do not apply to any of the Covered  
8 Products for which Defendant has provided a warning as specified in Section 3.2.

9 3.3.7. For any Covered Products that Defendant has currently in its possession  
10 and control as of the Effective Date that do not meet the requirements of Section 3.3.1,  
11 Defendant shall not Distribute into the State of California these Covered Products,  
12 unless they contain a warning pursuant to Section 3.2.

13 3.4. **Compliance.** Notwithstanding the foregoing, the Parties agree that Defendant  
14 shall be deemed to be in compliance with this Consent Judgment by providing the warning of §  
15 3.2 of this Consent Judgment after the Effective Date. If OEHHA regulations require or permit  
16 specific safe harbor warning text and/or methods of transmission different than those set forth  
17 above, or promulgates one or more regulations requiring, permitting or establishing warning  
18 text and/or methods of transmission applicable to the chemicals at issue and product type at  
19 issue here, different than those set forth above; if regulations, legislation, or controlling judicial  
20 rulings are enacted or issued providing that a Proposition 65 warning for the Covered Products  
21 is no longer required, Defendant may seek modification of this Agreement accordingly, per § 9  
22 of this Agreement. Plaintiff retains the right to enforce this Agreement as relates to such new  
23 requirements.

#### 24 **4. SETTLEMENT PAYMENT**

25 4.1. Total Settlement Amount: Within ten (10) calendar days of the Effective Date,  
26 Defendant shall make a total payment of \$ 312,000.00 ("Total Settlement Amount") in full  
27 satisfaction of all potential civil penalties, additional settlement payments, attorney's fees and  
28



costs (including, but not limited to, fees and costs incurred by attorneys, experts, and investigators), pursuant to Section 4.3 as indicated below.

4.2. Allocation: The Total Settlement Amount shall be apportioned and paid by Defendant as follows:

4.2.1. Civil Penalty. \$ 61,700 shall be considered a civil penalty pursuant to California Health and Safety Code section 25249.7(b)(1), of which Plaintiff shall remit seventy-five percent (75%), to the "Safe Drinking Water and Toxic Enforcement Fund" managed by the State of California's Office of Environmental Health Hazard Assessment. Plaintiff shall retain twenty-five percent (25%) of the civil penalty pursuant to California Health and Safety Code section 25249.12(d).

4.2.2. Additional Settlement Payment. \$ 46,275 shall be distributed to Plaintiff as an Additional Settlement Payment ("ASP"), pursuant to California Code of Regulations, title 11, sections 3203, subdivision (d) and 3204. Plaintiff will use this payment as follows: Eighty percent (80%) for fees of investigation, purchasing and testing for Proposition 65 listed chemicals in various products, and for expert fees for evaluating exposures through various mediums, including but not limited to consumer product, occupational, and environmental exposures to Proposition 65 listed chemicals, and the cost of hiring consulting and retaining experts who assist with the extensive scientific analysis necessary for those files in litigation and to offset the costs of future litigation enforcing Proposition 65 but excluding attorney fees; for publishing periodicals and other medias regarding public awareness about the issue of environmental pollution and presence of Proposition 65 chemicals in the environment and consumer products; donations and supplies, including but not limited to, water filters and air filters for public schools and communities, to regions impoverished by industrial pollution. And twenty percent (20%) for administrative costs incurred during investigation and litigation to reduce the public's exposure to Proposition 65 listed chemicals by notifying those persons and/or entities believed to be responsible for such



1 exposures and attempting to persuade those persons and/or entities to reformulate their  
2 products or the source of exposure to completely eliminate or lower the level of  
3 Proposition 65 listed chemicals including but not limited to costs of documentation and  
4 tracking of products investigated, storage of products, website enhancement and  
5 maintenance, computer and software maintenance, investigative equipment, Plaintiff's  
6 member's time for work done on investigations, office supplies, mailing supplies,  
7 service, and postage. Within 30 days of a request from the Attorney General, Plaintiff  
8 shall provide to the Attorney General copies of documentation demonstrating how the  
9 above funds have been spent. Plaintiff shall be solely responsible for ensuring the  
10 proper expenditure of such additional settlement payment.

11 4.2.3. Attorneys' Fees. Defendant shall pay \$ 204,025.00 to "Poulsen Law  
12 P.C." (herein "Poulsen Law") as reimbursement of Plaintiff's attorney's fees costs  
13 (including but not limited to expert and investigative costs) incurred in bringing this  
14 action.

15 **4.3. Delivery of Payment**

16 4.3.1. Defendant shall pay the Total Settlement Amount by wire transfer to  
17 Plaintiff counsel's escrow account, for which Plaintiff's counsel will give Defendant the  
18 necessary account information.

19 4.3.2. Plaintiff shall be solely responsible for allocating the Total Settlement  
20 Amount pursuant to Section 4. Upon request, Plaintiff or its legal counsel shall supply  
21 Defendant with a completed W-9 form.

22 **5. ENFORCEMENT**

23 5.1. The Parties agree that any legal action to enforce this Consent Judgment shall be  
24 brought in Alameda County Superior Court. The Parties agree that Alameda County Superior  
25 Court has subject matter jurisdiction over the enforcement of this Consent Judgment and  
26 personal jurisdiction over Defendant, and that venue is proper in Alameda County. The  
27 Plaintiff and Defendant have the exclusive right to enforce the terms of the Consent Judgment.  
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1 They may enforce any of the terms and conditions of this Consent Judgment only after that  
2 Party first provides thirty (30) days notice identifying a material noncompliance with the terms  
3 and conditions of this Consent Judgment and attempts to resolve such Party's failure to comply  
4 in a good faith manner. Notwithstanding the immediately preceding sentence, Plaintiff may  
5 bring a motion or an action to enforce any breach of the settlement payment terms in Section 4  
6 upon five (5) business days written notice by Plaintiff to the Defendant.

7 5.2. Prior to bringing any motion, order to show cause, or other proceeding to  
8 enforce the terms of this Consent Judgment other than for failure to make payment, Plaintiff  
9 shall serve a Notice of Violation ("NOV") to the Defendant via electronic mail to the Parties  
10 identified in Section 10. The NOV shall include for the Covered Product(s): the date(s) the  
11 alleged violation(s) was observed and the location at which the Covered Products were offered  
12 for sale and shall be accompanied by all test data obtained by Plaintiff regarding the Covered  
13 Products, and any other evidence or support for the allegations in the NOV.

14 5.3. Defendant shall, within thirty (30) days following service of such NOV, provide  
15 Plaintiff with documentation that meets one of the following conditions:

16 5.3.1. The Covered Products were shipped by Defendant for sale in California  
17 before the Compliance Date or are otherwise exempt, or

18 5.3.2. Since receiving the NOV, Defendant has taken corrective action by  
19 either (i) requesting, in writing, with receipt confirmation, that its customers or stores in  
20 California, as applicable, remove the Covered Products identified in the NOV from sale  
21 in California and destroy or return the identified Covered Products to Defendant or  
22 vendor, as applicable, or (ii) providing a clear and reasonable warning for the Covered  
23 Products identified in the NOV pursuant to Section 3 above.

24 5.3.3. Plaintiff shall take no further action to enforce the alleged violation(s) of  
25 this Consent Judgment if the documentation called for in this section satisfies the  
26 requirements of Sections 5.3.1 or 5.3.2 above.

27 5.4. After thirty (30) days pass from the date Plaintiff serves an NOV, if a dispute  
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remains as to compliance with the terms and conditions of this Consent Judgment, the Parties shall meet and confer pursuant to Section 13 below to resolve the matter for a period of no less than an additional thirty (30) days during which time Defendant may cure any purported deficiency and if completed within that time then Plaintiff may not proceed with any further action and Plaintiff shall not claim or request any additional fees, costs or penalties. Should the purported deficiency not be cured, then after the additional thirty (30) days, Plaintiff may take any further legal action to enforce this Consent Judgment.

5.5. In any proceeding brought by either Party to enforce this Consent Judgment, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

## **6. BINDING EFFECT; CLAIMS COVERED AND RELEASED**

6.1. This Consent Judgment is a full, final, and binding resolution between Plaintiff, on behalf of itself and in the public interest, and its respective principals, officers, directors, employees, parents, subsidiaries, executors, administrators, successors, and assigns, on the one hand, and Defendant, on behalf of itself, and its respective owners, principals, shareholders, officers, directors, employees, parent companies, subsidiaries, heirs, executors, divisions, administrators, predecessors, successors and assigns, on the other, of any alleged violation of Proposition 65 or its implementing regulations for failure to provide Proposition 65 warnings up through the Effective Date for exposure to the Listed Chemicals from the import, manufacturing, marketing, distribution, sale or offering for sale, handling, use or consumption of the Covered Products, and fully resolves all claims that have been asserted or could have been asserted based on the Notice and in the Complaint, for failure to provide Proposition 65 warnings. Plaintiff hereby releases, waives all claims against, and discharges Defendant, Pacific Seafood Group, Penn Cove Shellfish, LLC, Amazon.com, Inc., Amazon.com Services LLC, Amazon Retail LLC, and Prime Now LLC, and each of their respective owners, principals, shareholders, officers, directors, employees, parent companies, subsidiaries, suppliers, franchisees, licensees, customers, distributors, wholesalers, retailers and any of Defendant's suppliers only for ingredients or components used by Defendant to make the



1 Covered Products, downstream entities in the distribution chain for the Covered Products and  
2 the predecessors, successors and assigns of any of them (collectively, "Released Parties"), for  
3 any and all claims, actions, causes of action, suits, demands, liabilities, damages, penalties,  
4 fees, costs and expenses related to any alleged violation of Proposition 65 arising from any  
5 failure to provide Proposition 65 warnings for the Listed Chemicals for the Covered Products  
6 up through the Effective Date.

7 6.2. Plaintiff, on its own behalf only, on the one hand, and Defendant, on its own  
8 behalf only, on the other hand, further waive and release any and all claims they may have  
9 against each other or the Released Parties for all actions or statements made or undertaken in  
10 the course of seeking or opposing enforcement of Proposition 65 in connection with the Notice  
11 and Complaint.

12 6.3. It is possible that other claims not known to the Parties, arising out of the facts  
13 alleged in the Notice and Complaint, and relating to the Covered Products, will develop or be  
14 discovered. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,  
15 acknowledge that this Consent Judgment is expressly intended to cover and include all such  
16 claims up through and including the Effective Date, including all rights of action therefore.  
17 Plaintiff and Defendant acknowledge that the claims released in Sections 6.1 and 6.2 above  
18 may include unknown claims, and nevertheless waive California Civil Code section 1542 and  
19 any federal or state law of similar effect as to any such unknown claims. California Civil Code  
20 section 1542 reads as follows:

21 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
22 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
23 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
24 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
25 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
26 DEBTOR OR RELEASED PARTY.

27 6.4. Plaintiff on behalf of itself only, and Defendant on behalf of itself only,  
28 acknowledge and understand the significance and consequences of this specific waiver of  
California Civil Code section 1542.



1           6.5.    The Parties agree that compliance with the terms of this Consent Judgment shall  
2 constitute compliance by any Released Party with Proposition 65 regarding alleged exposures  
3 to the Listed Chemicals in the Covered Products manufactured, purchased, distributed, or sold  
4 by Plaintiff after the Compliance Date.

5           **7. SEVERABILITY OF UNENFORCEABLE PROVISIONS**

6           7.1.    In the event that any of the provisions of this Consent Judgment are held by a  
7 court to be unenforceable, the validity of the remaining enforceable provisions shall not be  
8 adversely affected.

9           **8. GOVERNING LAW**

10          8.1.    The terms and conditions of this Consent Judgment shall be governed by and  
11 construed in accordance with the laws of the State of California.

12          **9. MODIFICATION**

13          9.1.    This Consent Judgment after its entry by the Court may be modified by  
14 stipulation of the Parties with the approval of the Court or by an order of this Court on noticed  
15 motion by a Party in accordance with law. Any Party seeking to modify this Consent Judgment  
16 must notify the other Party in writing, and the Parties shall thereafter attempt in good faith to  
17 meet and confer with the other Party prior to filing a motion to modify the Consent Judgment.  
18 If the Parties are unable to resolve their dispute informally within sixty (60) days after the date  
19 of the written notification, the Party that issued the written notification to seek the modification  
20 may bring a motion or proceeding to seek judicial relief as to the requested modification.

21          9.2.    In any stipulated modification to the Consent Judgment, the Party requesting the  
22 modification shall prepare the draft motion or application to modify the Consent Judgment.

23          9.3.    Modification of Injunctive Relief – If regulations, legislation, or controlling  
24 judicial rulings are enacted or issued, which affect the injunctive relief provisions of this  
25 Consent Judgment at section 3.3, Defendant may thereafter seek to modify this Consent  
26 Judgment as to adopt those injunctive terms and comply with them instead of those presently  
27 set forth in Section 3.3. If Defendant seeks to adopt different injunctive terms, it shall provide  
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notice to Plaintiff consistent with Section 9 of this Consent Judgment, and Plaintiff agrees to meet and confer in accordance with that provision.

## **10. PROVISION OF NOTICE**

10.1. All notices required to be given to either Party to this Consent Judgment by the other shall be in writing and sent to the following agents listed below via both email and first-class mail.

For Plaintiff:

Aida Poulsen  
Poulsen Law P.C.  
15303 Ventura Blvd., 9th Floor  
Sherman Oaks, CA 91403  
Email: contact@poulsenlaw.org

For Defendant:

Eric Mills  
Pacific Seafood  
16797 SE 130th Avenue  
Clackamas, OR 97015  
Email: emills@pacificseafood.com

With a copy to:

Kerry Shea, Esq.  
Davis Wright Tremaine LLP  
50 California Street, 23rd Floor,  
San Francisco, CA 94111  
Email: kerryshea@dwt.com

## **11. EXECUTION AND COUNTERPARTS**

11.1. This Consent Judgment may be executed in counterparts, which taken together shall be deemed to constitute one document. A facsimile or .pdf signature shall be construed to be as valid as the original signature.

## **12. DRAFTING**



12.1. The terms of this Consent Judgment have been reviewed by the respective counsel for each Party prior to its signing, and each Party has had an opportunity to fully discuss the terms and conditions with legal counsel. The Parties agree that, in any subsequent interpretation and construction of this Consent Judgment, no inference, assumption, or presumption shall be drawn, and no provision of this Consent Judgment shall be construed against any Party, based on the fact that one of the Parties and/or one of the Parties' legal counsel prepared and/or drafted all or any portion of the Consent Judgment. It is conclusively presumed that all of the Parties participated equally in the preparation and drafting of this Consent Judgment.

### **13. GOOD FAITH ATTEMPT TO RESOLVE DISPUTES**

13.1. If a dispute arises with respect to either Party's compliance with the terms of this Consent Judgment, the Parties shall meet and confer in person, by telephone, and/or in writing, and endeavor to resolve the dispute in an amicable manner. No action or motion may be filed in the absence of such a good faith attempt to resolve the dispute beforehand.

### **14. ENTIRE AGREEMENT, AUTHORIZATION**

14.1. This Consent Judgment contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter herein, and any and all prior discussions, negotiations, commitments, and understandings related hereto. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any Party. No other agreements, oral or otherwise, unless specifically referred to herein, shall be deemed to exist or to bind any Party.

14.2. Each signatory to this Consent Judgment certifies that he or she is fully authorized by the Party he or she represents to stipulate to this Consent Judgment.

### **15. COURT APPROVAL**

15.1. Plaintiff shall file a motion seeking approval of this Consent Judgment pursuant to California Health & Safety Code § 25249.7(f). Upon entry of the Consent Judgment, Plaintiff and Defendant waive their respective rights to a hearing or trial on the allegations of



1 the Complaint.

2 15.2. The Parties shall make all reasonable efforts possible to have the Consent  
3 Judgment approved by the Court. For purposes of this Section, “reasonable efforts” shall  
4 include, at minimum, cooperating with the drafting and filing of the necessary moving papers,  
5 and supporting the motion for judicial approval.

6 15.3. If this Consent Judgment is not approved in full by the Court, (a) this Consent  
7 Judgment and any and all prior agreements between the Parties merged herein shall terminate  
8 and become null and void, and the actions shall revert to the status that existed prior to the  
9 execution date of this Consent Judgment; (b) no term of this Consent Judgment or any draft  
10 thereof, or of the negotiation, documentation, or other part or aspect of the Parties’ settlement  
11 discussions, shall have any effect, nor shall any such matter be admissible in evidence for any  
12 purpose in this Action, or in any other proceeding; and (c) the Parties agree to meet and confer  
13 to determine whether to modify the terms of the Consent Judgment and to resubmit it for  
14 approval.

## 15 **16. SERVICE ON THE ATTORNEY GENERAL**

16 16.1. Plaintiff shall serve a copy of this Consent Judgment, signed by the parties, on  
17 the California Attorney General so that the Attorney General may review this Consent  
18 Judgment prior to its approval by the Court. No sooner than forty-five (45) days after the  
19 Attorney General has received the aforementioned copy of this Consent Judgment, and in the  
20 absence of any written objection by the Attorney General to the terms of this Consent  
21 Judgment, may the Court approve this Consent Judgment.

## 22 **17. ATTORNEY FEES**

23 17.1. Except as specifically provided in section 4.2.3 and 5.5, each party shall bear its  
24 own costs and attorney fees in connection with this action.

## 25 **18. RETENTION OF JURISDICTION**

26 18.1. This Court shall retain jurisdiction of this matter to implement, enforce, or  
27 modify the Consent Judgment under Code of Civil Procedure § 664.6.



1 **IT IS SO STIPULATED:**

2 Dated: Oct. 21, 2025

DULCICH, INC.



Signature

Eric Mills

Printed Name

General Counsel

Title

8 Dated: October 22, 2025

THE CHEMICAL TOXIN WORKING  
GROUP INC., doing business as HEALTHY  
LIVING FOUNDATION INC.

/s/ David Steinman

Signature

David Steinman

Printed Name

Chief Officer

Title

17 **ORDER AND JUDGMENT**

18 Based upon the Parties' Stipulation, and good cause appearing, this Consent Judgment is  
19 approved and Judgment is hereby entered according to its terms.

20 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

22 Dated: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court



## **EXHIBIT B**



**VIA CERTIFIED FIRST CLASS MAIL**

Frank Dulcich or current President or CEO  
Dulcich, Inc. dba Pacific Seafood Group  
16797 SE 130th Ave.  
Clackamas, OR 97015

Frank Dulcich or current President or CEO  
Dulcich, Inc. dba Pacific Seafood Group  
c/o Robert J. Preston (Registered Agent)  
707 S.W. Washington St., Suite 1500  
Portland, OR 97205

Current Manager or Managing Member  
Penn Cove Shellfish, LLC  
106 North Sherman Road  
P.O. Box 148  
Coupeville, WA 98239

Current Manager or Managing Member  
Penn Cove Shellfish, LLC  
c/o Cogency Global, Inc.  
1780 Barnes Blvd. S.W.  
Tumwater, WA, 98512

Current President or CEO  
Amazon.com, Inc. and  
Amazon.com Services LLC  
c/o Corporation Service Company  
251 Little Falls Dr.  
Wilmington, DE 19808

Michael D. Deal or Current Manager or  
Managing Member  
Amazon.com Services LLC  
410 Terry Avenue N.  
Seattle, Washington 98109

**VIA ELECTRONIC FILING**

State of California Department of Justice  
  
Office of Attorney General of California  
Filing link: [oag.ca.gov/prop65](http://oag.ca.gov/prop65)

**VIA FIRST CLASS MAIL**

District Attorneys of California Counties  
and City Attorneys, as in the Certificate of  
Service

**VIA E-MAIL**

District Attorneys of California Counties  
and City Attorneys, as in the Certificate of  
Service



RE: Cadmium, Lead and      Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and  
lead compounds in      Amazon.com Services LLC products

August 19, 2022

60-DAY NOTICE OF INTENT TO SUE

*for violations of the Safe Drinking Water and Toxic Enforcement Act of 1986*

Dear alleged violators and public enforcement agencies,

Poulsen Law P.C. represents The Chemical Toxin Working Group, Inc., a California non-profit corporation, doing business as Healthy Living Foundation Inc. (“HLF,” “Noticing Party”), a non-profit consumer health organization engaged in supporting public health, implementing measures reducing the amount of chemical toxins in consumer products, improvement of worker and consumer safety from chemical exposures. as well as publishing comparative results of testing foods and consumer products and educating the public.

HLF has enforced a large number of Cal. Health & Safety Code violations in the public interest and developed an extensive expertise in prosecuting manufacturers and distributors of food and consumer products for violations of health laws and consumer safety. These cases have resulted in significant public benefit, including reformulation of products to remove toxic chemicals to make them safer, and putting label warnings on products tested as contaminated with lead, cadmium, acrylamide, dioxane, or removing them from the California market.

HLF’s Chief Officer David Steinman is a journalist, a publisher and an author of a bestseller Diet For A Poisoned Planet (Crown ed., 1990, Ballantine 2d ed., 1992, Running Press 3d ed., 2007); his major books also include The Safe Shopper’s Bible (Macmillan ed., 1995, Wiley 2d ed., 2000), The Breast Cancer Prevention Program (Macmillan ed., 1997), Living Healthy In A Toxic World (Perseus ed., 1996), Safe Trip To Eden: Ten Steps To Save The Planet Earth From The Global Warming Meltdown (Running Press ed., 2007), along with many publications in periodicals and other media.

The Safe Drinking Water and Toxic Enforcement Act of 1986, codified in the California Health & Safety Code sections 25249.5, et seq. (“Proposition 65”), requires that a 60-day notice of intent to sue be provided to a violator of Cal. Health & Safety Code § 25249.6.

With this notice of violation (Notice), HLF gives a written notice of the alleged violation, bringing this action in the public interest as defined under the Cal. Health & Safety Code § 25249.7(d), seeking to prosecute the alleged continuing noncompliance and to warn consumers about their exposure to the violative chemical(s), or reduce and/or eliminate consumer exposures from product(s) (collectively, the “Specified Products” and each a “Specified Product”) listed in the table below, which are manufactured, distributed and/or sold by Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC’s products (referred to collectively as the “Noticed Parties”).





This Notice covers the violations of Proposition 65 that are currently known to the Noticing Party from information now available as specifically related to the violating products listed below and manufactured, distributed or/and sold by and through the Noticed Parties. HLF is continuing its investigation that may reveal further violations.

The Specified Product(s) subject to this Notice, the chemical(s) in the Specified Product(s) identified as exceeding allowable levels, and the Noticed Parties responsible for sales of the Specified Products, are as follows:

Specified Products	Violative chemical	Noticed Party
Amazon Fresh Black Mussels, Farm Raised, UPC 027241700260	Cadmium and Lead and lead compounds	Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC products

The primary route of exposure has been through ingestion.

Noticed Parties have manufactured, marketed, distributed and/or sold the Specified Product which, according to the test results, have exposed and continue to expose consumers within the State of California to cadmium and lead.

Cadmium is listed pursuant to Proposition 65 as a chemical known to the State of California to cause developmental toxicity, reproductive toxicity and cancer.

Lead and lead compounds (“lead”) is listed pursuant to Proposition 65 as a chemical known to the State of California to cause developmental toxicity, reproductive toxicity and cancer.

Cal. Health & Safety Code § 25249.6 requires that a “clear and reasonable” warning be provided prior to exposure to chemicals listed under Proposition 65. The Noticed Parties are in violation of Proposition 65 because the Noticed Parties have failed to provide a warning to consumers that they are being exposed to cadmium and lead. While in the course of doing business, the Noticed Parties are knowingly and intentionally exposing consumers to cadmium and lead without first providing a “clear and reasonable” warning.

The method of warning should be a warning that appears on the product’s label. See Cal. Code Regs. tit. 27, § 25602, subd. (a)(3), and subd. (b) for internet purchases also at the point of sale, as applicable. The Noticed Parties have not provided any Proposition 65 warnings as required by law or any other appropriate warnings that persons handling, ingesting and/or otherwise using the Specified Product are being exposed to cadmium and lead.

With respect to the Specified Product listed above, the violation commenced on the latter of the date that the Specified Product was first offered for sale in California or the date upon which California law codified the allowable level of the relevant chemical; has continued every day since the relevant date the violation commenced; and will continue every day henceforth until cadmium and lead are removed from the Specified Product, reduced to allowable levels, or until a “clear and reasonable” warning is provided to consumers by the Noticed Parties, as applicable, in accordance with the law.

Pursuant to Title 27, C.C.R. § 25903(b), copies of the following documents are attached hereto for reference by the Notices Parties:





(i) “The Safe Drinking Water and Toxic Enforcement act of 1986 (Proposition 65): A Summary.”

Pursuant to Title 11, C.C.R. § 3100, the “Certificate of Merit” is attached hereto.

HLF intends to file a lawsuit after 60 days based on the facts set forth in this Notice. Meanwhile we encourage a prompt resolution of this matter within the said period of 60 days where the Noticed Parties agree in a written agreement to (1) eliminate or reduce cadmium and lead to an allowable level in the Specified Products or, as an alternative, (2) provide a Proposition 65-compliant warning on the label of the Specified Products and at the point of sale; and (3) pay applicable civil penalties and costs of bringing this action.

Prompt action of the Noticed Parties on this Notice will prevent further consumer exposures to a dangerous chemical without warning, therefore rectifying these alleged ongoing violations of the California law and afford the Noticed Parties the opportunity to avoid increasing costs associated with incompliance and costly litigation.

Please direct all communications regarding this Notice to this office.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Aida Poulsen', with a stylized flourish at the end.

Aida Poulsen | Managing attorney | NY | CA  
contact@poulsenlaw.org





## ATTACHMENTS

1. Certificate of Merit;
2. Confidential Factual Information supporting Certificate of Merit (to Attorney General only);
3. Certificate of Service;
4. Appendix "A" - "The Safe Drinking Water and Toxic Enforcement act of 1986 (Proposition 65): A Summary" (to the Noticed Parties only);





To: California Attorney General

Notice of Violation: August 19, 2022

Noticing Party: Chemical Toxin Working Group Inc. dba Healthy Living Foundation Inc.

Noticed Parties: Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC

August 19, 2022

**CERTIFICATE OF MERIT**  
**Health and Safety Code Section 25249.7(d)**  
*To the Notice of Violation*

I, Aida Poulsen, attorney at law, hereby declare:

This Certificate of Merit accompanies the attached sixty-day notice(s) in which it is alleged the parties identified in the notices have violated Health and Safety Code section 25249.6 by failing to provide clear and reasonable warnings.

I am the attorney for the Noticing Party.

I have reviewed the facts of this case and have consulted with one or more persons with relevant and appropriate experience and expertise who have reviewed facts, studies, and/or other data regarding the alleged exposures to the listed chemical that is the subject of the attached Notice of Violation dated August 19, 2022 (the "Notice").

I have reviewed the laboratory testing results for the chemical subject to the Notice and rely on these results. The testing was conducted by a reputable accredited testing laboratory and by experienced scientists with doctoral and other degrees in relevant sciences. The facts, studies and other data derived through this investigation overwhelmingly demonstrate that the alleged violators have exposed persons to the listed chemical that is the subject of the Notice and is known to the State of California to cause reproductive and/or developmental harm, and/or cancer.

Based on the information obtained through those consultations, and on all other information in my possession, I believe there is a reasonable and meritorious case for the private action. I understand that "reasonable and meritorious case for the private action" means that the information provides a credible basis that all elements of the plaintiffs' case can be established and the information did not prove that the alleged violator will be able to establish any of the affirmative defenses set forth in the statute.



www.PoulsenLaw.org

282 11<sup>th</sup> Avenue, Suite 2612  
New York, New York 10001



Page 7 of 14

+1 650 296 1014

contact@PoulsenLaw.org

The copy of this Certificate of Merit served on the Attorney General attaches to it factual information sufficient to establish the basis for this certificate, including the information identified in Health and Safety Code section 25249.7(h)(2), i.e., (1) the identity of the persons consulted with and relied on by the certifier, and (2) the facts, studies, or other data reviewed by those persons.

Dated: August 19, 2022

By:

A handwritten signature in blue ink, appearing to read 'Aida Poulsen', is written over a horizontal line.

Aida Poulsen | Managing attorney | NY | CA  
contact@poulsenlaw.org



**CERTIFICATE OF SERVICE**

I, Jonathan Newell, am over the age of eighteen years and am not a party to the action, process or case related to or arising out of the Notice of Violation being served under this Certificate of Service. My address is 18653 Ventura Blvd., Ste. 136, Tarzana, CA 91356.

On August 19, 2022, between 11:00 a.m. and 5:00 p.m. Pacific Time, I served the following documents:

1. Notice of Violations of California Health & Safety Code Section 25249.5 et seq. by Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC;
2. Certificate of Merit;
3. Appendix "A" - "The Safe Drinking Water and Toxic Enforcement act of 1986 (Proposition 65): A Summary;"

on the following parties by placing a true and correct copy thereof in a sealed envelope, addressed to the parties below, and causing it to be deposited at a United States Postal Service Office in Los Angeles County, California, for delivery by Certified Mail:

Frank Dulcich, or current President or CEO Dulcich, Inc. dba Pacific Seafood Group 16797 SE 130th Ave. Clackamas, OR 97015	Frank Dulcich, or current President or CEO Dulcich, Inc. dba Pacific Seafood Group c/o Robert J. Preston (Registered Agent) 707 S.W. Washington St., Suite 1500 Portland, OR 97205
Current Manager or Managing Member Penn Cove Shellfish, LLC 106 North Sherman Road P.O. Box 148 Coupeville, WA 98239	Current Manager or Managing Member Penn Cove Shellfish, LLC c/o Cogency Global, Inc. 1780 Barnes Blvd. S.W. Tumwater, WA, 98512
Current President or CEO Amazon.com, Inc. and Amazon.com Services LLC c/o Corporation Service Company 251 Little Falls Dr. Wilmington, DE 19808	Michael D. Deal or Current Manager or Managing Member Amazon.com Services LLC 410 Terry Avenue N. Seattle, Washington 98109

On August 19, 2022, between 11:00 a.m. and 11:30 p.m. Pacific Time, I served the following documents:

1. Notice of Violations of California Health & Safety Code Section 25249.5 et seq. by Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC;
2. Certificate of Merit;



3. Confidential Factual Information and Supporting Documentation Required by Title 11,  
C.C.R. § 3102

on the following parties by filing electronically a true and correct copy thereof as permitted through the website of the California Office of the Attorney General via link at [oag.ca.gov/prop65](http://oag.ca.gov/prop65):

State of California Department of Justice;  
Office of the Attorney General of California.

On August 19, 2022, between 11:00 a.m. and 5:00 p.m. Pacific Time, I served the following documents:

1. Notice of Violations of California Health & Safety Code Section 25249.5 et seq. by Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC;
2. Certificate of Merit

on the following parties below by placing a true and correct copy thereof in a sealed envelope, addressed to each of the District Attorney and City Attorney offices listed below, and causing each envelope to be deposited at a United States Postal Service mail box for delivery by First Class Mail:

District Attorney Alpine County PO Box 248 Markleeville, CA 96120	District Attorney Lake County 255 North Forbes Street Lakeport, CA 95453	District Attorney Sierra County PO Box 457 Downieville, CA 95936
District Attorney Amador County 708 Court Street, Suite 202 Jackson, CA 95642	District Attorney Los Angeles County Hall of Justice 211 West Temple St. Ste 1200 Los Angeles, CA 90012	District Attorney's Office Siskiyou County Courthouse 311 Fourth Street, Room 204 Yreka, CA 96097
District Attorney Butte County 25 County Center Drive, Suite 245 Oroville, CA 95965	District Attorney Madera County 209 West Yosemite Avenue Madera, CA 93637	District Attorney Solano County 675 Texas Street, Ste 4500 Fairfield, CA 94533
District Attorney Colusa County 310 6 <sup>th</sup> Street Colusa, CA 95932	District Attorney Marin County 3501 Civic Center Drive, Room 130 San Rafael, CA 94903	District Attorney Stanislaus County 832 12th Street, Ste 300 Modesto, CA 95354
District Attorney Del Norte County 450 H Street, Suite 171 Crescent City, CA 95531	District Attorney Mendocino County PO Box 1000 Ukiah, CA 95482	District Attorney Sutter County 446 Second Street Yuba City, CA 95991
District Attorney EL Dorado County	District Attorney Modoc County	District Attorney Tehama County



778 Pacific Street Placerville, CA 95667	204 S Court Street, Room 202 Alturas, CA 96101-4020	PO Box 519 Red Bluff, CA 96080
District Attorney Fresno County 2220 Tulare Street Suite 1000 Fresno, CA 93721	District Attorney Orange County 300 N Flower St. Santa Ana, CA 92703	District Attorney Trinity County Post Office Box 310 Weaverville, CA 96093
District Attorney Glenn County Post Office Box 430 Willows, CA 95988	District Attorney San Benito County 419 4 <sup>th</sup> Street Hollister, CA 95023	District Attorney Tuolumne County 423 North Washington St. Sonora, CA 95370
District Attorney Humboldt County 825 5th Street 4 <sup>th</sup> Floor Eureka, CA 95501	District Attorney San Bernardino County 316 No. Mountain View Avenue San Bernardino, CA 92415	District Attorney Yuba County 215 Fifth Street, Suite 152 Marysville, CA 95901
District Attorney Imperial County 940 West Main Street, Suite 102 El Centro, CA 92243	District Attorney San Mateo County 400 County Ctr., 3rd Floor Redwood City, CA 94063	Los Angeles City Attorney's Office City Hall East 200 N. Main Street, Suite 800 Los Angeles, CA 90012
District Attorney Kern County 1215 Truxtun Avenue Bakersfield, CA 93301	District Attorney Shasta County 1355 West Street Redding, CA 96001	San Jose City Attorney's Office 200 East Santa Clara Street, 16 <sup>th</sup> Floor San Jose, CA 95113
District Attorney Kings County 1400 West Lacey Blvd. Hanford, CA 93230	District Attorney Mono County Post Office Box 617 Bridgeport, CA 93517	

On August 19, 2022, between 11:00 a.m. and 11:30 p.m. Pacific Time, I served the following documents:

1. Notice of Violations of California Health & Safety Code Section 25249.5 et seq. by Dulcich, Inc., Penn Cove Shellfish, LLC, Amazon.com, Inc., and Amazon.com Services LLC;
2. Certificate of Merit

on each of the parties below, all of which have requested electronic service only via the following email addresses:

Alameda County District Attorney CEPDProp65@acgov.org	Calaveras County District Attorney Prop65Env@co.calaveras.ca.us
Contra Costa County District Attorney sgrassini@contracostada.org	Inyo County District Attorney inyoda@inyocounty.us





Lassen County District Attorney mlatimer@co.lassen.ca.us	Mariposa County District Attorney mcda@mariposacounty.org
Merced County District Attorney Prop65@countyofmerced.com	Monterey County District Attorney Prop65DA@co.monterey.ca.us
Napa County District Attorney CEPD@countyofnapa.org	Nevada County District Attorney DA.Prop65@co.nevada.ca.us
Placer County District Attorney Prop65@placer.ca.gov	Plumas County District Attorney davidhollister@countyofplumas.com
Riverside County District Attorney Prop65@rivcoda.org	Sacramento County District Attorney Prop65@sacda.org
San Diego City Attorney CityAttyProp65@sandiego.gov	San Diego County District Attorney SanDiegoDAProp65@sdcda.org
San Francisco County District Attorney alethea.sargent@sfgov.org	San Francisco City Attorney Valerie.Lopez@sfcityatty.org
San Joaquin County District Attorney DA DAConsumer.Environmental@sjcda.org	San Luis Obispo County District Attorney edobroth@co.slo.ca.us
Santa Barbara County District Attorney DAProp65@co.santa-barbara.ca.us	Santa Clara County District Attorney EPU@da.sccgov.org
Santa Cruz County District Attorney Prop65DA@santacruzcounty.us	Sonoma County District Attorney jbarnes@sonoma-county.org
Tulare County District Attorney Prop65@co.tulare.ca.us	Ventura County District Attorney daspecialops@ventura.org
Yolo County District Attorney cfepd@yolocounty.org	

I, Jonathan Newell, declare under penalty of perjury that the foregoing is true and correct.

Signature

*Jonathan Newell*

18653 Ventura Blvd., Ste. 136  
Tarzana, CA 91356

August 19, 2022



## **EXHIBIT C**









**IEH**  
**Laboratories &  
Consulting Group**

# **CERTIFICATE OF ANALYSIS**

Chemical Toxins Working Group, Est.CTG

Contact:David Steinman  
1801 Chart Trail  
Topanga, CA 90290  
Phone:310 403 6995

IEH Laboratories & Consulting Group  
IEH Analytical Laboratories  
3927 Aurora Avenue North  
Seattle, WA 98103  
Phone:(206) 632-2715 Fax:(206) 632-2417  
www.iehinc.com

TRADE SECRET / CONFIDENTIAL COMMERCIAL INFORMATION

6020B (serving)

Note

ug/serving value for -109785 based on serving size of 110 grams, per client instructions.

Cadmium Reporting Limit = 0.01 ug/g  
Lead Reporting Limit = 0.01 ug/g

UNLESS OTHERWISE NOTED, ALL SAMPLES WERE RECEIVED IN ACCEPTABLE CONDITION. THE RESULT(S) IN THIS REPORT RELATE ONLY TO THE PORTION OF THE SAMPLE(S) TESTED. THIS REPORT DOES NOT CONSTITUTE A RELEASE OF PRODUCT FOR CONSUMPTION. THIS REPORT SHALL NOT BE REPRODUCED EXCEPT IN FULL, WITHOUT WRITTEN APPROVAL OF THE LABORATORY. THIS DOCUMENT CONTAINS CONFIDENTIAL COMMERCIAL INFORMATION PURSUANT TO 5 U.S.C. SEC. 552(b)(4).


*Alex Hamilton*

Authorized Analyst: Alexander Hamilton



## **EXHIBIT D**





Pricing

Sign Up


Contact Sales

Log In

Search

Contact Sales

Sign Up



Pacific Seafood

Highly Engaged Employees

Food & Beverage · Oregon, United States · 3,000 Employees

View Company Info for Free

Overview

Headquarters

16797 SE 130th Ave, Clackamas, Oregon, 97015, U...

Phone Number

(503) 905-4500

Website

[www.pacificseafood.com](http://www.pacificseafood.com)

Revenue

\$814.7 Million

Industry

Food & Beverage

Manufacturing

Most Recent Scoops

Award

Pacific Seafood has been ranked #12 on TopWorkplaces.com's Distribution Top Workplaces 2025 for Companies with 500 to 999 Employees list.

Award

Pacific Seafood has been recognized on USA TODAY's 2025 Top Workplaces list in the 1,000-2,499 employees category.




See all scoops

- About
- Org Chart
- Similar Companies
- News & Media

About Pacific Seafood

Founded in 1941, Pacific Seafood is a family-owned and operated company dedicated to providing the healthiest protein on the planet. In recent years, we have evolved from a commodity-based processing company to include robust value-added capabilities meeting the needs of todays consumers. [Explore more](#)

Pacific Seafood's Social Media



Is this data correct?

View contact profiles from Pacific Seafood

Popular Searches

Products

Top Companies

Our Data

Industries



zoominfo

Pacific Seafood Co

Pacific Seafood

Coast Seafoods Co

Pacific Seafood Inc

Pacific Seafood Group

SIC Code 20,209

NAICS Code 31,311

Show more

Pricing

Pacific Seafood Org Chart

View Full Org Chart

Frank Dulcich

President & Chief Executive Officer

PhoneEmail

DO

Daniel Occhipinti

Chief Administrative Officer (C...

PhoneEmail

AA

Abdi Abdul

Chief Executive Officer

PhoneEmail

JL

Juan Lumax

President

PhoneEmail

HL

Hok Lee

President

Phone

BH

Brandie Hogg

Vice President, Team Member ...

PhoneEmail

Phone

Email

Get the full picture

Sign in to uncover key details.

Access More Details

Sell smarter with deeper company insights.

ZoomInfo gives you access to real-time firmographics, buying signals, org charts, and decision-makers - helping your GTM teams prioritize accounts, personalize outreach with AI-driven automation, and close deals faster.

Learn More

Ad interaction

Key buyer

Leah Keegan

CRM Administrator

Is Pacific Seafood your ideal customer? ✨

Let us give you the heads up on whether it's a good time to reach out

Last 7 days

Congratulate [redacted] for being promoted to [redacted] at Pacific Seafood

Products Funding: Get notified when Pacific Seafood has new funding data

Product Launch: Get notified when Pacific Seafood launches new products

Website visits: Recent activity has been detected on your website

Click Seafop

https://www.zoominfo.com/c/pacific-seafood-co/51366442

2/11





Pricing

Recommended Actions

Find VP level buyers at Pacific Seafood

Send Email

Find more new buyers

Find Buyers

Compare Similar Companies to Pacific Seafood

Compare insights from companies similar to Pacific Seafood, focusing on performance, financial data, growth rates, and unique benchmarks to identify key industry trends and opportunities.

See more similar companies



View Email Formats for Pacific Seafood

Company Profile Activity

Among all Manufacturing companies

Low Activity

High Activity

Activity Insights

Pacific Seafood is experiencing very low activity levels compared to other companies in the Manufacturing sector.

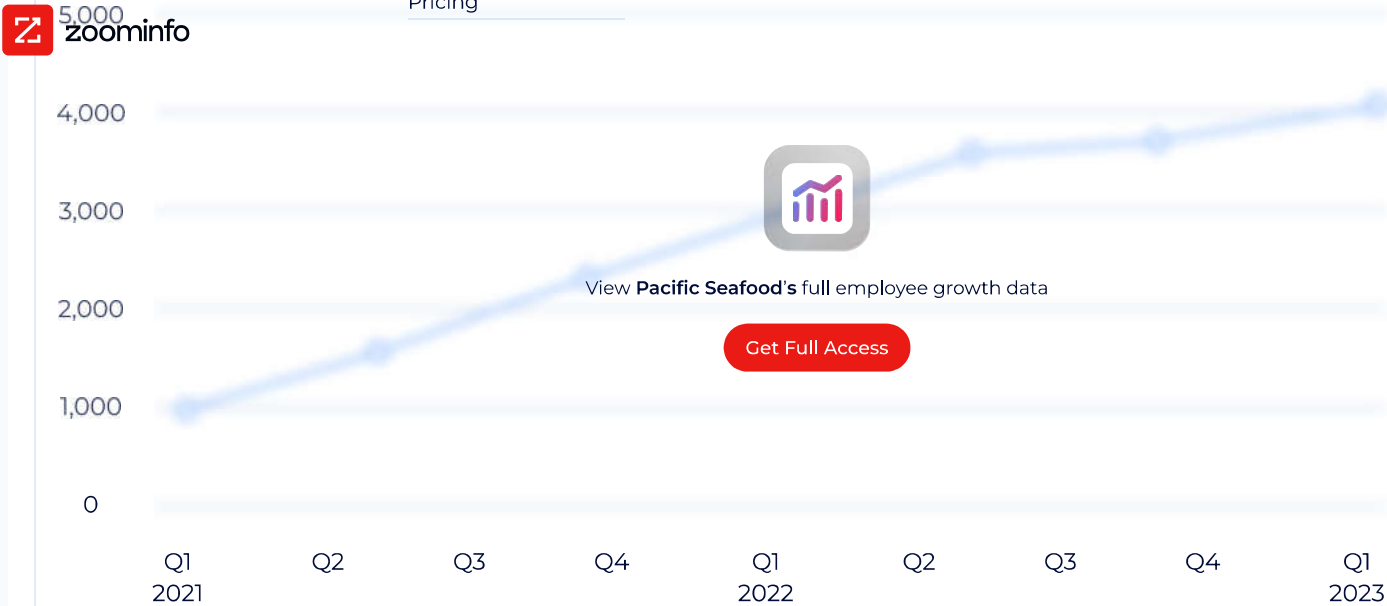
What does this means?

Pacific Seafood is drawing exceptional interest within the Manufacturing industry, suggesting notable developments or strong market momentum, [learn more about Pacific Seafood](#).

Pacific Seafood Employee Growth Rate

- Products
- Top Companies
- Our Data
- Industries






Percentage of growth

1st year  ▲ | 2nd year  ▲


Pacific Seafood Tech Stack

A closer look at the technologies used by Pacific Seafood




Solidworks

By Dassault Systèmes




WordPress.org

By Automattic



PHP

By PHP



Microsoft SharePoint

By Microsoft

[See more technologies](#)

Most Recent Scoops

Award

Pacific Seafood has been ranked #12 on TopWorkplaces.com's Distribution Top Workplaces 2025 for Companies with 500 to 999 Employees list.

Topics: Award, Employee Relations, Company Culture & Policy, HR Operations

Award

Pacific Seafood has been recognized on USA TODAY's 2025 Top Workplaces list in the 1,000-2,499 employees category.


Topics: Award, Employee Relations, Company Culture & Policy, HR Operations, Operations

- Products
- Top Companies
- Our Data
- Industries

Hiring Plans

Pacific Seafood has more open roles in Operations than it has had at any time in the past 6 months.





Topics: Hiring Plans

zoominfo

Pricing

Mergers & Acquisitions (M&A)

Pacific Seafood has entered into an agreement to acquire Trident Seafoods.

Topics: Mergers & Acquisitions, Acquisitions, Mergers

Layoffs

Topics: Pain Point, Layoffs, Shut Down, Manufacturing Operations, Operations


See Scoop

See more scoops

Pacific Seafood News & Media


Pacific Seafood Announces First European Business Office

CLACKAMAS, Ore.--(BUSINESS WIRE)-- #backthepac--Today, Pacific Seafood announced the opening of its first European Business Office located near Hamburg, Germany, one of Europe's leading logistics and cold chain hubs. The office will serve as a gateway for expanding the company's presence in key EU markets. Pacific Seafood is uniquely positioned to meet the growing demand for high-quality, sustainable protein across Europe. The company offers a vertically integrated supply chain, providing custom

 [www.businesswire.com](http://www.businesswire.com)

UNITE HERE Local 49 Launches Website about Pacific Seafood Group's Environmental Violations

SACRAMENTO, Calif.--(BUSINESS WIRE)--Today, UNITE HERE Local 49 launched a new website about environmental violations by seafood processing company Pacific Seafood Group: pacificseafooddirtysecret.org. "The public has a right to information about environmental violations, especially repeat violations," said Aamir Deen, President of UNITE HERE Local 49. "Contamination of rivers and harbors with polluted wastewater is concerning to everyone who cares about our environment." Pacific Seafood Group

 [www.businesswire.com](http://www.businesswire.com)


Pacific Seafood Completes Acquisition of Trident's Kodiak Operations | Business Wire

Pacific Seafood and Trident Seafoods today jointly announced the completion of Pacific's acquisition of Trident's Kodiak, Alaska, processing operation

 [www.businesswire.com](http://www.businesswire.com)

Pacific Seafood Completes Acquisition of Trident's Kodiak Operations

KODIAK, Alaska--(BUSINESS WIRE)-- #seafood--Pacific Seafood and Trident Seafoods today jointly announced the completion of Pacific's acquisition of Trident's Kodiak, Alaska, processing operations. The acquisition includes three well-established processing plants—Star of Kodiak, Alkod, and Kodiak Near Island—as well as the Plaza bunkhouse apartments for team member housing. Trident's Kodiak team members will be retained by Pacific Seafood, ensuring continuity and stability for the team and the lo

 [www.businesswire.com](http://www.businesswire.com)

Pacific Seafood halts processing at its plant in Eureka, Calif. sending product to Oregon

 [yachatsnews.com](http://yachatsnews.com)

Read more news

Products


Top Companies

Our Data

Industries


Top Food & Beverage Companies






Top companies in Canada by revenue


Pricing




RISE Kombucha




Jefo Nutrition



Proven Foods



GURU Organic Energy



Newfoundland Labrador Liquor

View Full List

Top companies in Australia by revenue



Aperol Spritz



Puratos Australia And New Zealand



Orgran



Adabi Consumer Industries Sdn Bhd



The Midfield Group

View Full List

Top companies in New Zealand by revenue



Movenpick



Pelco NZ



Ripe Coffee



Waimea Estates



Dry River Wines

View Full List

See more top companies

Frequently Asked Questions Regarding Pacific Seafood

Where is Pacific Seafood located?

⊖

Pacific Seafood's headquarters are located at 16797 SE 130th Ave, Clackamas, Oregon, 97015, United States

Sign Up for Free

To access detailed company insights

What is Pacific Seafood's phone number?

⊕

What is Pacific Seafood's official website?

⊕

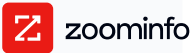
Products

Top Companies

Our Data

Industries





- What is Pacific Seafood's Revenue? ⊕
- What is Pacific Seafood's SIC code? ⊕
- What is Pacific Seafood's NAICS code? ⊕
- How many employees does Pacific Seafood have? ⊕
- What industry does Pacific Seafood belong to? ⊕
- What is Pacific Seafood competition? ⊕
- What companies has Pacific Seafood acquired? ⊕
- What technology does Pacific Seafood use? ⊕
- Who is the CEO of Pacific Seafood? ⊕
- How do I contact Pacific Seafood? ⊕
- What does Pacific Seafood do? ⊕
- What are Pacific Seafood social media links? ⊕
- Is Pacific Seafood a public company? ⊕

[See more information about Pacific Seafood](#)

CEO at Pacific Seafood



Frank Dulcich

President & Chief Executive ...

  Phone |  Email

Slide to rate Frank as a CEO

Worse

Best

Accept cookies to rate

Submit

Employees by Management Level

 Total Employees 3,000

C-Level

5

Products

Top Companies

[Quick View Our Data](#)


Industries

VP-Level

9

[Quick View](#)





zoominfo

Pricing

Director

35

Quick View

Manager

387

Quick View

Non-Manager

581

Quick View

Top Contacts ⓘ

710

Quick View

Leadership and Team

RH

**Reed Homan**  
Deputy General Counsel

 Phone |  Email

LW

**Linda Welton**  
Division Controller

 Phone |  Email

JD

**Jason Dailey**  
Controller

 Phone |  Email

SI

**Spencer Irwin**  
Controller

 Phone |  Email

JG

 Phone |  Email

Find more contacts

Pacific Seafood Latest Hires and Their Positions

Pacific Seafood is expanding and recently hired new employees. Here are the latest additions to the team.

Filter by hire date

Past 12 months

Sort by

Newest

**Allison Yamnitsky**  
Aquaculture Permitting Specialist  
Joined Sep 1, 2025  
Phone | Email

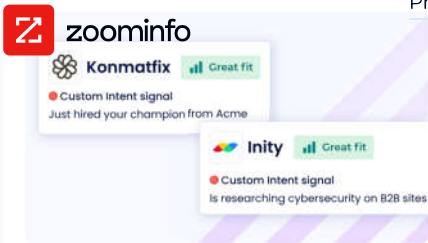
**Siddharth Reddy**  
Vice President, Information Technology  
Joined Aug 1, 2025  
Phone | Email

**John Bounnam**  
Inventory Control Specialist  
Joined Aug 1, 2025  
Phone | Email

**Felicia Hernandez**  
Marketing Specialist  
Joined Aug 1, 2025  
Phone | Email

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Signal Location	Date	Score	Audience
Europe	10/8/25		

Digital Marketing

86

▼

7

▼

Signal Location	Date	Score	Audience
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866.904.9666



## **EXHIBIT E**





# Pacific Seafood

Food and Beverage Manufacturing | Oregon, United States | 1001-5000 Employees

Founded in 1941 by the Dulcich Family, Pacific Seafood is a family-owned and operated company dedicated to providing the healthiest protein on the planet. Pacific Seafood manages all parts of the supply chain from harvesting/fishing to processing, and distribution in order to provide customers with fresh, sustainable, high-quality products. Pacific Seafood Group is headquartered in Clackamas, Oregon. We employ more than 3,000 team members across 41 facilities in 11 states.

One of our missions is to provide products to meet all of our customers' center of the plate protein needs including seafood, beef, pork, and poultry. Some of our most popular items include oysters, Dungeness crab, rockfish, coldwater shrimp, wild salmon, and steelhead.

Sign up for free to view info

Email Format

Employee directory

## Company Overview

**Address** 16797 SE 130th Ave. Clackamas, OR 97015 US

**Phone Number** +1-503-905-\*\*\*\*

**Website** pacificseafood.com

**NAICS Code** 311 - Food Manufacturing

**Year Founded** 1941

**Employees** 1001-5000

## Media & News



**Pacific Seafood Group expands offices to Hamburg, Germany.**

Apr 28, 2025 | [www.undercurrentnews.com](http://www.undercurrentnews.com)



**Pacific Seafood Group invested into assets: 26,000-square-foot distribution and processing facility in Doral, Florida, United States on Mar 28th '25.**

Apr 28, 2025 | [www.seafoodsource.com](http://www.seafoodsource.com)



**Pacific Seafood Group expanded facilities to Doral, Florida, United States on Apr 7th '25.**

Apr 27, 2025 | [lead4jedi.com](http://lead4jedi.com)



## Funding & Financials

**\$100M - \$1B**

Pacific Seafood's revenue is in the range of \$100M - \$1B



## **EXHIBIT F**



[Overview](#)

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[Competitors](#)


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# Pacific Seafood Revenue and Competitors





**ManageEngine UEM**





**Clackamas, OR USA**  
Location



**N/A**  
Total Funding



**Food**  
Industry



Estimated Revenue & Valuation


- Pacific Seafood's estimated annual revenue is currently \$767.3M per year. [\(i\)](#)
- Pacific Seafood's estimated revenue per employee is \$378,000

Employee Data

- Pacific Seafood has 2030 Employees. [\(i\)](#)
- Pacific Seafood grew their employee count by 9% last year.

# Endpoint Management Simplified

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Pacific Seafood's People

Name	Title	Email/Phone
1 <a href="#">in</a> Frank Dulcich	President and CEO	<a href="#">Reveal Email/Phone</a>
2 <a href="#">in</a> Rob Hess	Chief Pilot	<a href="#">Reveal Email/Phone</a>
3 <a href="#">in</a> Ashton Meier	VP Resource Sales	<a href="#">Reveal Email/Phone</a>
4 <a href="#">in</a> Patrick Smalley	Controller II	<a href="#">Reveal Email/Phone</a>
5 <a href="#">in</a> Steve Spencer	V.P.	<a href="#">Reveal Email/Phone</a>
6 <a href="#">in</a> Ashley Furman	Controller	<a href="#">Reveal Email/Phone</a>
7 <a href="#">in</a> Darla Tapp-Watson	Controller - Sales Group	<a href="#">Reveal Email/Phone</a>
8 <a href="#">in</a> Brandie Hogg	VP, Team Member Services	<a href="#">Reveal Email/Phone</a>
9 <a href="#">in</a> Sherri Davidson	Controller	<a href="#">Reveal Email/Phone</a>
10 <a href="#">in</a> William Hueffner	VP Marketing and Development	<a href="#">Reveal Email/Phone</a>



## Pacific Seafood Competitors & Alternatives [Add Company](#)

Competitor Name	Revenue	Number of Employees	Employee Growth	Total Funding	Valuation
#1 First Choice Co...	\$44.6M	150	7%	N/A	N/A
#2 CandK Market	\$84.1M	283	12%	N/A	N/A
#3 Meduri Farms	\$53.5M	180	25%	N/A	N/A
#4 Kyla Hood River...	\$0.7M	5	25%	N/A	N/A
#5 Bridgetown Natu...	\$58.8M	198	11%	N/A	N/A
#6 Boyd Coffee Com...	\$35.9M	133	0%	N/A	N/A
#7 Elephants Delic...	\$52.6M	177	-2%	N/A	N/A
#8 Eastside Distil...	\$7.4M	29	-31%	\$6.3M	N/A
#9 Coffee Bean Int...	\$142.8M	423	5%	N/A	N/A
#10 Caravan Coffee	\$4.5M	24	-11%	N/A	N/A

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### What Is Pacific Seafood?

Founded in 1941 by the Dulcich Family, Pacific Seafood is a family-owned and operated company dedicated to providing the healthiest protein on the planet. Pacific Seafood manages all parts of the supply chain from harvesting/fishing to processing, and distribution in order to provide customers with fresh, sustainable, high-quality products. Pacific Seafood Group is headquartered in Clackamas, Oregon. We employ more than 3,000 team members across 41 facilities in 11 states. One of our missions is to provide products to meet all of our customers' center of the plate protein needs including seafood, beef, pork, and poultry. Some of our most popular items include oysters, Dungeness crab, rockfish, coldwater shrimp, wild salmon, and steelhead.

**keywords:** N/A

 **N/A** Total Funding

 **2030** Number of Employees

 **\$767.3M** Revenue (est)

 **9%** Employee Growth %

 **N/A** Valuation

 **N/A** Accelerator

### Pacific Seafood News

2022-04-19 - [Shrimp Market Analysis Forecast till 2025 | Top Key Players are ...](#)

Some of the key players Analysis in Shrimp Markets:- Pacific Seafood, ... Maruha Nichiro Corporation, The Clover Leaf Seafoods Family,...

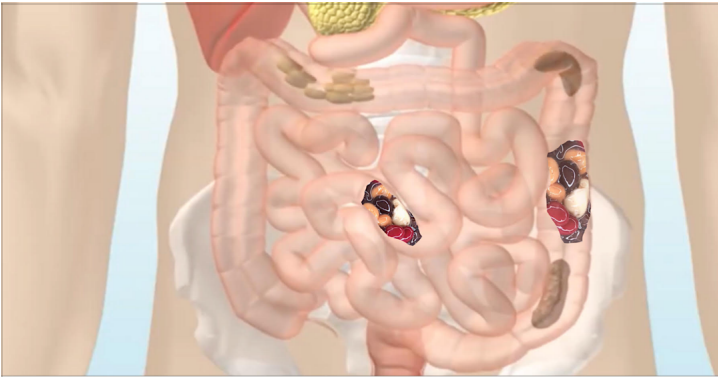
2022-04-17 - [Pacific Seafood fined over water-quality violations](#)

Pacific Seafood's processing facility discharges wastewater into Half Moon Bay in Grays Harbor through an outfall it shares with the City of Westport Municipal...

2022-04-17 - [Pacific Seafood fined \\$123000 over water quality violations](#)

Pacific Seafood Group faces a \$123,000 fine from Washington state regulators after the major US West Coast processor made a series of...





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Drink a spoon of olive oil for 7 days, here's what it does to your body.

MD Olive Oil

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Monica Lewinsky, 51, Flaunts Her Huge Size In New Bikini Photos  
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## **EXHIBIT G**





(/splash)



Company Information

Email Format

(/pacific-seafood-profile\_b5c776b4f42e0d65)(/pacific-seafood-email-format\_b5c776b4f42e0d65)(/pacific-


(/pacific-seafood-profile\_b5c776b4f42e0d65)


# Pacific Seafood Information (/pacific-seafood-profile\_b5c776b4f42e0d65)


View Top Employees from Pacific Seafood (/person?employer[]="94054:Pacific%20Seafood")

**in** (https://www.linkedin.com/company/pacific-seafood)

Founded in 1941 by the Dulcich Family, Pacific Seafood is a family-owned and operated company dedicated to providing the healthiest protein on the planet. Pacific Seafood manages all parts of the supply chain from harvesting/fishing to processing, and distribution in order to provide customers with fresh, sustainable, high-quality products. Pacific Seafood Group is headquartered in Clackamas, Oregon. We employ more than 3,000 team members across 41 facilities in 11 states. One of our missions is to provide products to meet all of our customers' center of the plate protein needs including seafood, beef, pork, and poultry. Some of our most popular items include oysters, Dungeness crab, rockfish, coldwater shrimp, wild salmon, and steelhead.









-  Website

http://www.pacificseafood.com (http://www.pacificseafood.com)
-  Revenue



\$814.7 million
-  Employees

1,383 (749 on RocketReach(/person?employer[]="pacificseafood.com"))



 <b>Founded</b>	1941
 <b>Address</b>	16797 SE 130th Ave., Clackamas, Oregon 97015, US ( <a href="https://www.google.com/maps?q=16797%20SE%20130th%20Ave.%2C%20Clackamas%2C%20Oregon%2097015%2C%20US">https://www.google.com/maps?q=16797%20SE%20130th%20Ave.%2C%20Clackamas%2C%20Oregon%2097015%2C%20US</a> )
 <b>Phone</b>	(503) 905-4500 (tel:(503) 905-4500)
 <b>Technologies</b>	JavaScript (/cl/companies-using-javascript_003) , HTML (/cl/companies-using-html_003) , PHP (/cl/companies-using-php_003) <b>+50 more (view full list)</b>
 <b>Industry</b>	Food and Beverage Manufacturing, Animals & Livestock, Seafood, Agriculture, Distribution, Processing, Aquaculture, Transportation, Fishing, Sustainability
 <b>Web Rank</b>	13 Million
 <b>Keywords</b>	Seafood Supplier (/cl/seafood-supplier-companies_004), Seafood Processing (/cl/seafood-processing-companies_004), Seafood Products (/cl/seafood-products-companies_004), Seafood Supply Chain (/cl/seafood-supply-chain-companies_004), Sustainable Seafood (/cl/sustainable-seafood-companies_004), Seafood Sourcing (/cl/seafood-sourcing-companies_004), Responsibly Sourced Seafood (/cl/responsibly-sourced-seafood-companies_004), Wild Caught Seafood (/cl/wild-caught-seafood-companies_004), Seafood Distributor (/cl/seafood-distributor-companies_004), Seafood Wholesaler (/cl/seafood-wholesaler-companies_004), Ocean-Friendly Seafood (/cl/ocean-friendly-seafood-companies_004), Frozen Seafood (/cl/frozen-seafood-companies_004), High Quality Seafood (/cl/high-quality-seafood-companies_004), Fresh Seafood (/cl/fresh-seafood-companies_004), Seafood Sales (/cl/seafood-sales-companies_004), Premium Seafood (/cl/premium-seafood-companies_004), Restaurant Seafood (/cl/restaurant-seafood-companies_004), Food Service Seafood (/cl/food-service-seafood-companies_004), Value Added Seafood (/cl/value-added-seafood-companies_004), Seafood Market (/cl/seafood-market-companies_004)
 <b>Competitors</b>	Trident Seafoods (/trident-seafoods-profile_b5c67aeef42e0c82), High Liner Foods (/high-liner-foods-profile_b5c6ff89f42e0cd6), American Seafoods (/american-seafoods-profile_b5c6deeff42e0cff), Ocean Beauty Seafoods (/ocean-beauty-seafoods-profile_b5c75366f42e0d12), Aqua Star (/aqua-star-profile_b5c66791f42e0c92), StarKist Co. (/starkist-co-profile_b5c24b4ef42e0ee0), Mowi (/mowi-profile_b4505cf3fc7904ed), Acme Smoked Fish Corp (/acme-smoked-fish-corp-profile_b5d3092cf42e4590), Bumble Bee Seafoods (/bumble-bee-seafoods-profile_b5554bbcf954e0d2), Maruha Nichiro Corporation (/maruha-nichiro-corporation-profile_b45bbf66fc5f75dd) <b>+14 more (view full list)</b>



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-  **NAICS** NAICS Code 44 Companies (/cl/naics-code-44-companies\_002), NAICS Code 4452 Companies (/cl/naics-code-4452-companies\_002), NAICS Code 44522 Companies (/cl/naics-code-44522-companies\_002), NAICS Code 445 Companies (/cl/naics-code-445-companies\_002)

Looking for a particular **Pacific Seafood** employee's phone or email?

 Find Info

Pacific Seafood Questions

- What is the annual revenue of Pacific Seafood? >
- Who is the President and CEO of Pacific Seafood? >
- How many people are employed at Pacific Seafood? >
- Where is Pacific Seafood based? >
- What is the NAICS code for Pacific Seafood? >
- What is the SIC code for Pacific Seafood? >

Top Pacific Seafood Employees





**Frank Dulcich**  
President and CEO at Pacific Seafood  
**(/frank-dulcich-email\_172177862)**  
📍 Clackamas, OR, US

View

1✉ pacificseafood.com  
5+📞 503830XXXX, 918457XXXX, ...



**Daniel Occhipinti**  
Chief Strategy Officer and Head of Aquaculture Division at Pacific Seafood  
**(/daniel-occhipinti-email\_50411354)**  
📍 Portland, OR, US

View

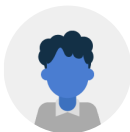
1✉ pacificseafood.com  
5📞 602268XXXX, 503294XXXX, ...



**William Hueffner**  
VP of Talent and Culture at Pacific Seafood  
**(/william-hueffner-email\_8057061)**  
📍 Portland, OR, US

View

2✉ gmail.com, pacificseafood.com  
5+📞 641236XXXX, 503297XXXX, ...



**Under The Sea Wholesale**  
Chief Executive Officer at Pacific Seafood  
**(/under-the-sea-wholesale-email\_240155355)**  
📍 Cypress, TX, US

View



**Tyson Yeck**  
Vice President, Corporate Key Accounts at Pacific Seafood  
**(/tyson-yeck-email\_53977370)**  
📍 Portland, OR, US

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2✉ pacificseafood.com, gmail.com  
3📞 707442XXXX, 971202XXXX, 503819XXXX



**Siddharth Reddy**  
Vice President Information Technology at Pacific Seafood

View





**vice President information technology at Pacific Seafood**

**(/siddharth-reddy-email\_20066187)**

📍 Issaquah, WA, US

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---

4 ✉ yahoo.com, gmail.com, msn.com, ...

2 📞 703627XXXX, 703948XXXX



**Doug Roan**

**General Manager Central Procurement Pacific Seafood Group at Pacific Seafood**

**(/doug-roan-email\_20826296)**

📍 Clackamas, OR, US

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---

2 ✉ pacificseafood.com, gmail.com

5 📞 503657XXXX, 503905XXXX, ...



**Brandie Hogg**

**Vice President, Team Member Services at Pacific Seafood**

**(/brandie-hogg-email\_9817542)**

📍 Clackamas, OR, US

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---

2 ✉ yahoo.com, pacificseafood.com

5+ 📞 503618XXXX, 503334XXXX, ...



**Ashton Meier**

**VP Resource Sales and Processing at Pacific Seafood**

**(/ashton-meier-email\_276835518)**

📍 Portland, OR, US

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---

2 ✉ pacificseafood.com, gmail.com



**Mark Bowen**

**VP Sales at Pacific Seafood**

**(/mark-bowen-email\_9817544)**

📍 Clackamas, OR, US

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---

1 ✉ pacificseafood.com

4 📞 503657XXXX, 707442XXXX, ...




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<div><div>ABC Supply Co. Inc. (/abc-supply-co-inc-profile_b5c6cb01f42e0cca)</div></div>	<div><div>Bealls, Inc. (/bealls-inc-profile_b5c71ccaf42e0d24)</div></div>




 8,409


 \$18.5b

 4,401


 \$3b


**Walmart Global Tech (/walmart-global-tech-profile\_b549518ff7417ae0)**

 14,753


 \$673.8b


**HALO Branded Solutions (/halo-branded-solutions-profile\_b5c66a61f42e0c88)**

 2,015


 \$612.1m


**Leprino Foods (/leprino-foods-profile\_b5c67088f42e0c87)**

 2,229


 \$1.5b


**Marine Corp Community Svc (/marine-corp-community-svc-profile\_b5c64860f42e0cb5)**

 1,956


 \$542.4m


**Tech Data Corp (/tech-data-corp-profile\_b5bdb721f684e38e)**

 4,940


 \$46.9m

**McLane Company, Inc. (/mclane-company-inc-profile\_b5c62dc4f42e0ca0)**


 9,313

 \$52.6b

**Brightstar Corp. (/brightstar-corp-profile\_b5c63960f42e0c5a)**

 3,361

**McMaster-Carr (/mcmaster-carr-profile\_b5c60d42f42e0c51)**

 3,575



<div><div><div></div><div>\$2.2b</div></div></div> <div><div><div>HomeAway (/homeaway-profile_b5c62168f42e0ca4)</div><div><div><div></div><div>3,812</div></div><div><div></div><div>\$446m</div></div></div></div></div>	<div><div><div></div><div>\$1.3b</div></div></div> <div><div><div>GAF (/gaf-profile_b5c63a00f42e0c59)</div><div><div><div></div><div>3,465</div></div><div><div></div><div>\$1.1b</div></div></div></div></div>
<div><div><div>Commercial Metals Company (/commercial-metals-companv-profile_b5c4648bf42e0dc1)</div><div><div><div></div><div>4,725</div></div><div><div></div><div>\$7.9b</div></div></div></div></div>	<div><div><div>Sleep Number Store (/sleep-number-store-profile_b5c491c8f42e0dcb)</div><div><div><div></div><div>2,414</div></div><div><div></div><div>\$1.8b</div></div></div></div></div>

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Photo: Stockfile/FIS

## We asked ChatGPT which are the 10 largest U.S. companies in the seafood business? This was the answer:

**UNITED STATES**

Tuesday, September 17, 2024, 07:00 (GMT + 9)

ChatGPT said:

Here are the 10 largest U.S. companies in the seafood industry, based on revenue, market presence, and influence in the sector:

### 1. Trident Seafoods

Revenue: Around \$2.5 billion (2022 estimate).

Headquarters: Seattle, Washington

Overview: Trident is the largest vertically integrated seafood company in the U.S. It owns fishing vessels and processing plants, focusing primarily on wild-caught Alaskan seafood like salmon, pollock, and crab.

Key Products: Salmon, Pollock, Crab, Cod



### 2. Mowi USA (formerly Marine Harvest USA)

Mowi ASA, the parent company of Mowi USA, generated €5.44 billion in revenue over the last twelve months (ending in June 2024), showing a slight growth of 2.02% year-over-year. In 2023, the company posted €5.51 billion in revenue, representing an 11.44% increase from the previous year. Mowi USA is part of this global leader in salmon farming and seafood production, although specific financial figures for the U.S. division alone are not publicly broken out. However, given Mowi's significant global operations, its U.S. branch likely contributes a substantial portion to these overall figures.

Headquarters: Miami, Florida (part of Mowi, headquartered in Norway)

Overview: Mowi USA is part of the global giant Mowi ASA, one of the world's largest producers of farmed salmon. They are prominent in the U.S. market, providing fresh and processed salmon products.

Key Products: Farmed Salmon



### 3. Pacific Seafood Group

Revenue: \$1 billion annually.

Headquarters: Clackamas, Oregon

Overview: Pacific Seafood is a family-owned company that harvests, processes, and distributes wild-caught and farmed seafood across the U.S. It has a broad range of seafood products and is a key player in both retail and food service.

Key Products: Shellfish, Finfish, Shrimp, Crab



### 4. High Liner Foods

Headquarters: Portsmouth, New Hampshire (Canadian-owned)

Overview: High Liner Foods is one of North America's leading processors and distributors of frozen seafood products, focusing on both retail and food service sectors.



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Key Products: Frozen Fish, Shrimp, Breaded Seafood

##### 5. Chicken of the Sea International

Headquarters: El Segundo, California

Overview: Known primarily for canned tuna, Chicken of the Sea is a subsidiary of Thai Union Group, one of the largest seafood producers globally. It is a leader in the U.S. canned seafood market.

Key Products: Canned Tuna, Salmon, Shrimp

##### 6. Blue Harvest Fisheries

**Note from FIS Editor:** Blue Harvest files for Ch. 7 bankruptcy, company likely to liquidate assets (Sept 2023)

Headquarters: New Bedford, Massachusetts

Overview: Blue Harvest Fisheries focuses on sustainable harvesting of U.S. fisheries, particularly in the North Atlantic. They offer both wild-caught and sustainably sourced seafood products.

Key Products: Sea Scallops, Haddock, Flounder

##### 7. Peter Pan Seafood

Headquarters: Bellevue, Washington

Overview: Peter Pan specializes in processing and selling wild Alaska seafood. They are a major supplier of salmon and other species from the Pacific Northwest and Alaska.

Key Products: Wild Salmon, Cod, Halibut, Pollock

##### 8. Clearwater Seafoods USA

Headquarters: Bedford, Massachusetts (Canadian-owned)

Overview: Clearwater is known for its focus on premium, wild-caught seafood, including scallops, lobsters, and clams. While Canadian-owned, it has a significant presence in the U.S.

Key Products: Sea Scallops, Lobsters, Clams

##### 9. American Seafoods Group

Revenue: Estimated at \$500 million.

Headquarters: Seattle, Washington

Overview: A leading harvester and processor of wild-caught seafood from Alaska, particularly focused on species like pollock and Pacific cod. They operate large factory trawlers.

Key Products: Pollock, Pacific Cod, Yellowfin Sole

##### 10. Silver Bay Seafoods



Headquarters: Sitka, Alaska

Overview: Silver Bay Seafoods is a fishermen-owned company that processes wild-caught salmon and other species from the North Pacific. It is one of the largest salmon processors in Alaska.

Key Products: Wild Salmon, Herring, Rockfish

These companies are leaders in the U.S. seafood sector, either through vertical integration, market share, or their commitment to sustainability and innovation.

##### Related news:



- We asked ChatGPT which are the 10 largest global companies in the seafood business? This was the answer:

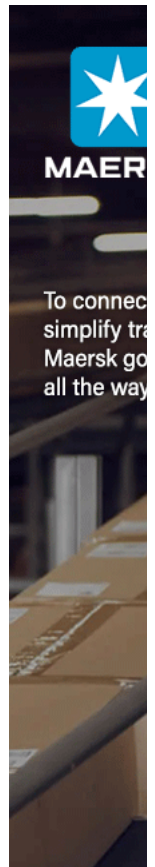


- We asked ChatGPT which are the 10 largest Chinese companies in the seafood business? This was the answer:

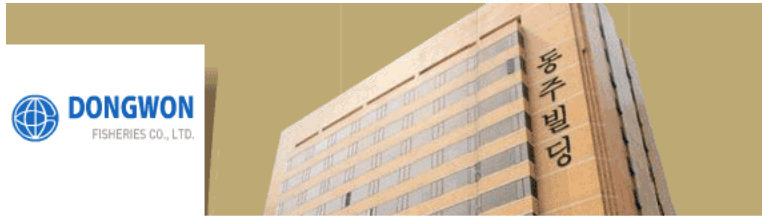
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**Achieve 'Friend of the Sea' Certification Spain** The prestigious international seal verifies the sustainability of the white shrimp (Parapenaeus longirostris), a symbol of the Huelva fleet, and positions Andalusia on the global map of responsible fi...







Dong Won Fisheries Co., Ltd was established in 1970 to operate trawlers and tuna long line vessels.

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# **EXHIBIT I**





## Amazon.com Announces Second Quarter Results

July 31, 2025



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SEATTLE--(BUSINESS WIRE)-- Amazon.com, Inc. (NASDAQ: AMZN) today announced financial results for its second quarter ended June 30, 2025.

- Net sales increased 13% to \$167.7 billion in the second quarter, compared with \$148.0 billion in second quarter 2024. Excluding the \$1.5 billion favorable impact from year-over-year changes in foreign exchange rates throughout the quarter, net sales increased 12% compared with second quarter 2024.
  - North America segment sales increased 11% year-over-year to \$100.1 billion.
  - International segment sales increased 16% year-over-year to \$36.8 billion, or increased 11% excluding changes in foreign exchange rates.
  - AWS segment sales increased 17.5% year-over-year to \$30.9 billion.
- Operating income increased to \$19.2 billion in the second quarter, compared with \$14.7 billion in second quarter 2024.
  - North America segment operating income was \$7.5 billion, compared with \$5.1 billion in second quarter 2024.
  - International segment operating income was \$1.5 billion, compared with \$0.3 billion in second quarter 2024.
  - AWS segment operating income was \$10.2 billion, compared with \$9.3 billion in second quarter 2024.
- Net income increased to \$18.2 billion in the second quarter, or \$1.68 per diluted share, compared with \$13.5 billion, or \$1.26 per diluted share, in second quarter 2024.
- Operating cash flow increased 12% to \$121.1 billion for the trailing twelve months, compared with \$108.0 billion for the trailing twelve months ended June 30, 2024.
- Free cash flow decreased to \$18.2 billion for the trailing twelve months, compared with \$53.0 billion for the trailing twelve months ended June 30, 2024.

"Our conviction that AI will change every customer experience is starting to play out as we've expanded Alexa+ to millions of customers, continue to see our shopping agent used by many millions of customers, launched AI models like DeepFleet that optimize productivity paths for our 1M+ robots, made it much easier for software developers to write code with Kiro (our new agentic IDE), launched Strands to make it easier to build AI agents, and released Bedrock AgentCore to enable agents to be operated securely and scalably," said Andy Jassy, President and CEO, Amazon. "Our AI progress across the board continues to improve our customer experiences, speed of innovation, operational efficiency, and business growth, and I'm excited for what lies ahead."

Some other highlights since the company's last earnings announcement include that Amazon:

- Held its biggest Prime Day event ever, with customers saving billions of dollars and independent sellers achieving record sales.
- Announced expansion of Same-Day and Next-Day Delivery to tens of millions of U.S. customers in 4,000+ smaller cities, towns, and rural communities by end of 2025.
- Expanded selection with brands like Away, Aveda, Marc Jacobs Fragrances, Milk Makeup, and Origins.
- Announced a Nike storefront on Amazon.com where U.S. customers will be able to shop a range of footwear, apparel, and accessories.
- Launched generative AI tools to enhance shopping experience, including "Hear the highlights" to turn product summaries and reviews into audio clips, and "Enhance My Listing" to keep listings current and compelling.
- Expanded Alexa+ Early Access to millions of customers.
- Increased Project Kuiper's satellite internet fleet in low earth orbit with two successful launches.
- Announced Prime Video's NBA broadcast team, including Stan Van Gundy, Kevin Harlan, Dwyane Wade, Taylor Rooks, Blake Griffin, Dirk Nowitzki, Steve Nash, and Candace Parker.
- Drew approximately 2 million viewers per race and youngest audience among NASCAR broadcasters in more than a decade to Prime Video's NASCAR Cup Series coverage.
- Announced Denis Villeneuve as director of next James Bond film.
- Announced integration with Roku that gives advertisers access to largest authenticated Connected TV footprint in the U.S., reaching an estimated 80 million households.
- Innovated across Amazon Nova, including:
  - The most comprehensive suite of model customization capabilities.
  - Launched Nova Act, which makes it much easier for customers to build agents that can take automated actions across websites.
  - Expanded languages for Nova Sonic voice AI to include Spanish, French, Italian, and German.
- Signed new AWS agreements with PepsiCo, Airbnb, Peloton, London Stock Exchange, Nissan Motor Co., GitLab Inc., SAP, Warner Bros. Discovery Sports, TwelveLabs, FICO, Iberia Airlines, SK Telecom, and NatWest Group.
- Announced "AI Zones" in the Kingdom of Saudi Arabia (with HUMAIN) and Korea (with SK Group).
- Announced multi-billion dollar investments to expand cloud infrastructure and advance AI innovation in North Carolina, Pennsylvania, and Australia.
- Announced new AWS offerings, including:
  - Kiro, an agentic integrated development environment that transforms software development through innovations like spec-driven development, intelligent agent hooks, and a purpose-built interface for developer workflows.
  - Bedrock AgentCore for deploying and operating highly capable agents securely at enterprise scale.
  - General availability of AWS Transform, an AWS agent that cuts mainframe modernization timelines from years to months, completes VMware network conversions up to 80x faster, and reduces operating costs for .NET applications by up to 40%.
  - Strands Agents, an open source tool that enables developers to more easily build new agents, offering support for popular open source frameworks like A2A and MCP.
  - AI agents and tools in AWS Marketplace, with listings from leading providers including Anthropic, Accenture, PwC, Salesforce, and IBM, so customers can easily discover and deploy agents.
  - New foundation models in Amazon Bedrock, including Anthropic's Claude 4 and TwelveLabs' Marengo and Pegasus.
  - General availability of Amazon EC2 instances powered by NVIDIA Grace Blackwell Superchips, AWS's most powerful GPU-accelerated instance for training and deploying the largest, most sophisticated AI models.
  - General availability of Oracle Database@AWS for seamless migration of Oracle Exadata and RAC workloads zero-FTL integration with Amazon





- Introduced DeepFleet, an AI model that makes Amazon's one million+ robots work smarter by coordinating movements to find optimal paths and reduce bottlenecks, improving robot travel efficiency by 10%.
- Enhanced inventory management with AI-powered demand forecasting, improving regional accuracy by 20%, and optimizing inventory placement and delivery speeds for millions of popular items.
- Introduced Vulcan, Amazon's first robot to combine sight and touch to navigate cluttered spaces like humans do, making jobs safer and easier.
- Announced 700,000+ employees participated in upskilling programs to date.
- Launched new robotics and engineering apprenticeships for U.S. employees.
- Announced 134,000+ employees in 55 countries participated in Amazon's Global Month of Volunteering, supporting 2,500+ organizations and communities.
- Announced expansion of water recycling to 120+ AWS U.S. data centers by 2030, expected to preserve over 530 million gallons of drinking water annually.
- Supported communities impacted by flooding in central Texas by donating 68,000+ relief items.

#### Financial Guidance

The following forward-looking statements reflect Amazon.com's expectations as of July 31, 2025, and are subject to substantial uncertainty. Our results are inherently unpredictable and may be materially affected by many factors, such as fluctuations in foreign exchange rates, changes in global economic and geopolitical conditions, tariff and trade policies, and customer demand and spending (including the impact of recessionary fears), inflation, interest rates, regional labor market constraints, world events, the rate of growth of the internet, online commerce, cloud services, and new and emerging technologies, and the various factors detailed below.

#### Third Quarter 2025 Guidance

- Net sales are expected to be between \$174.0 billion and \$179.5 billion, or to grow between 10% and 13% compared with third quarter 2024. This guidance anticipates a favorable impact of approximately 130 basis points from foreign exchange rates.
- Operating income is expected to be between \$15.5 billion and \$20.5 billion, compared with \$17.4 billion in third quarter 2024.
- This guidance assumes, among other things, that no additional business acquisitions, restructurings, or legal settlements are concluded.

#### Conference Call Information

A conference call will be webcast live today at 2:00 p.m. PT/5:00 p.m. ET, and will be available for at least three months at [amazon.com/ir](https://amazon.com/ir). This call will contain forward-looking statements and other material information regarding the Company's financial and operating results.

#### Forward-Looking Statements

*These forward-looking statements are inherently difficult to predict. Actual results and outcomes could differ materially for a variety of reasons, including, in addition to the factors discussed above, the amount that Amazon.com invests in new business opportunities and the timing of those investments, the mix of products and services sold to customers, the mix of net sales derived from products as compared with services, the extent to which we owe income or other taxes, competition, management of growth, potential fluctuations in operating results, international growth and expansion, the outcomes of claims, litigation, government investigations, and other proceedings, fulfillment, sortation, delivery, and data center optimization, risks of inventory management, variability in demand, the degree to which the Company enters into, maintains, and develops commercial agreements, proposed and completed acquisitions and strategic transactions, payments risks, and risks of fulfillment throughput and productivity. Other risks and uncertainties include, among others, risks related to new products, services, and technologies, security incidents, system interruptions, government regulation and taxation, and fraud. In addition, global economic and geopolitical conditions and additional or unforeseen circumstances, developments, or events may give rise to or amplify many of these risks. More information about factors that potentially could affect Amazon.com's financial results is included in Amazon.com's filings with the Securities and Exchange Commission ("SEC"), including its most recent Annual Report on Form 10-K and subsequent filings.*

#### Additional Information

Our investor relations website is [amazon.com/ir](https://amazon.com/ir) and we encourage investors to use it as a way of easily finding information about us. We promptly make available on this website, free of charge, the reports that we file or furnish with the SEC, corporate governance information (including our Code of Business Conduct and Ethics), and select press releases, which may contain material information about us, and you may subscribe to be notified of new information posted to this site.

#### About Amazon

Amazon is guided by four principles: customer obsession rather than competitor focus, passion for invention, commitment to operational excellence, and long-term thinking. Amazon strives to be Earth's Most Customer-Centric Company, Earth's Best Employer, and Earth's Safest Place to Work. Customer reviews, 1-Click shopping, personalized recommendations, Prime, Fulfillment by Amazon, AWS, Kindle Direct Publishing, Kindle, Career Choice, Fire tablets, Fire TV, Amazon Echo, Alexa, Just Walk Out technology, Amazon Studios, and The Climate Pledge are some of the things pioneered by Amazon. For more information, visit [amazon.com/about](https://amazon.com/about) and follow @AmazonNews.

AMAZON.COM, INC.  
Consolidated Statements of Cash Flows  
(in millions)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,		Twelve Months Ended June 30,	
	2024	2025	2024	2025	2024	2025

#### CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, BEGINNING OF PERIOD

	\$ 73,332	\$ 69,893	\$ 73,890	\$ 82,312	\$ 50,067	\$ 71,673
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#### OPERATING ACTIVITIES:

Net income	13,485	18,164	23,916	35,291	44,419	70,623
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#### Adjustments to reconcile net income to net cash from operating activities:

Depreciation and amortization of property and equipment and capitalized content costs, operating lease assets, and other	12,038	15,227	23,722	29,489	49,673	58,562
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## Changes in operating assets and liabilities:

Inventories	(3,085)	(4,054)	(1,309)	(5,276)	2,142	(5,851)
Accounts receivable, net and other	(2,291)	(1,125)	1,475	122	(9,556)	(4,602)
Other assets	(3,055)	(2,971)	(5,756)	(6,373)	(11,692)	(15,100)
Accounts payable	6,005	7,058	(5,277)	(1,985)	8,431	6,264
Accrued expenses and other	(4,147)	(4,952)	(7,075)	(9,013)	(1,802)	(4,842)
Unearned revenue	407	(119)	1,975	609	5,579	2,641

Net cash provided by (used in) operating activities

25,281 32,515 44,270 49,530 107,952 121,137

## INVESTING ACTIVITIES:

Purchases of property and equipment	(17,620)	(32,183)	(32,545)	(57,202)	(59,612)	(107,656)
Proceeds from property and equipment sales and incentives	1,227	815	2,217	1,579	4,633	4,703
Acquisitions, net of cash acquired, non-marketable investments, and other, net	(571)	(1,700)	(3,925)	(1,652)	(5,935)	(4,809)
Sales and maturities of marketable securities	3,265	11,441	4,657	19,178	7,618	30,924
Purchases of marketable securities	(8,439)	(17,797)	(10,404)	(31,130)	(11,058)	(46,731)

Net cash provided by (used in) investing activities

(22,138) (39,424) (40,000) (69,227) (64,354) (123,569)

## FINANCING ACTIVITIES:

Proceeds from short-term debt, and other	525	2,093	863	3,908	1,813	8,187
Repayments of short-term debt, and other	(229)	(1,392)	(633)	(3,474)	(15,066)	(7,901)
Proceeds from long-term debt	—	—	—	746	—	746
Repayments of long-term debt	(4,169)	(2,751)	(4,499)	(2,751)	(4,789)	(7,434)
Principal repayments of finance leases	(538)	(411)	(1,308)	(821)	(3,092)	(1,556)
Principal repayments of financing obligations	(79)	(78)	(169)	(194)	(306)	(694)

Net cash provided by (used in) financing activities

(4,490) (2,539) (5,746) (2,586) (21,440) (8,652)

Foreign currency effect on cash, cash equivalents, and restricted cash

(312) 1,008 (741) 1,424 (552) 864

Net increase (decrease) in cash, cash equivalents, and restricted cash

(1,659) (8,440) (2,217) (20,859) 21,606 (10,220)

CASH, CASH EQUIVALENTS, AND RESTRICTED CASH, END OF PERIOD

\$ 71,673 \$ 61,453 \$ 71,673 \$ 61,453 \$ 71,673 \$ 61,453

## SUPPLEMENTAL CASH FLOW INFORMATION:

Cash paid for interest on debt, net of capitalized interest	\$ 680	\$ 523	\$ 949	\$ 759	\$ 2,201	\$ 1,668
Cash paid for operating leases	2,844	3,758	6,176	7,320	11,634	13,485
Cash paid for interest on finance leases	72	72	146	143	296	284
Cash paid for interest on financing obligations	50	52	114	107	210	212
Cash paid for income taxes, net of refunds	5,700	4,761	6,158	5,638	12,983	11,788
Assets acquired under operating leases	3,911	4,621	7,664	8,942	13,986	16,702
Property and equipment acquired under finance leases, net of remeasurements and modifications	181	937	223	991	617	1,622
Increase (decrease) in property and equipment acquired but not yet paid	2,760	(1,600)	3,171	1,508	3,791	5,376

## AMAZON.COM, INC.

Consolidated Statements of Operations  
(in millions, except per share data)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2025	2024	2025
Net product sales	\$ 61,569	\$ 68,246	\$ 122,484	\$ 132,216
Net service sales	86,408	99,456	168,806	191,153
Total net sales	147,977	167,702	291,290	323,369
Operating expenses:				
Cost of sales	73,785	80,809	146,418	157,785
Fulfillment	23,566	25,976	45,883	50,569
Technology and infrastructure	22,304	27,166	42,728	50,160
Sales and marketing	10,512	11,416	20,174	21,179
General and administrative	3,041	2,965	5,783	5,593
Other operating expense (income), net	97	199	325	507
Total operating expenses	133,305	148,531	261,311	285,793
Operating income	14,672	19,171	29,979	37,576
Interest income	1,180	1,085	2,173	2,151
Interest expense	(589)	(516)	(1,233)	(1,057)
Other income (expense), net	(18)	1,117	(2,691)	3,866
Total non-operating income (expense)	573	1,686	(1,751)	4,960
Income before income taxes	15,245	20,857	28,228	42,536
Provision for income taxes	(1,767)	(2,678)	(4,234)	(7,231)
Equity-method investment activity, net of tax	7	(15)	(78)	(14)
Net income	\$ 13,485	\$ 18,164	\$ 23,916	\$ 35,291





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Basic	10,447	10,637	10,420	10,620
Diluted	10,708	10,806	10,689	10,800



AMAZON.COM, INC.  
Consolidated Statements of Comprehensive Income  
(in millions)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2025	2024	2025
Net income	\$ 13,485	\$ 18,164	\$ 23,916	\$ 35,291
Other comprehensive income (loss):				
Foreign currency translation adjustments, net of tax of \$58, \$(142), \$88, and \$(208)	(637)	3,314	(1,733)	4,849
Available-for-sale debt securities:				
Change in net unrealized gains (losses), net of tax of \$(69), \$(12), \$(227), and \$(23)	241	40	777	77
Less: reclassification adjustment for losses (gains) included in "Other income (expense), net," net of tax of \$(1), \$5, \$(1), and \$814	3	(17)	4	(2,471)
Net change	244	23	781	(2,394)
Other, net of tax of \$(1), \$(1), \$(2), and \$0	(2)	(3)	(1)	(1)
Total other comprehensive income (loss)	(395)	3,334	(953)	2,454
Comprehensive income	\$ 13,090	\$ 21,498	\$ 22,963	\$ 37,745

AMAZON.COM, INC.  
Segment Information  
(in millions)  
(unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2025	2024	2025
North America				
Net sales	\$ 90,033	\$ 100,068	\$ 176,374	\$ 192,955
Operating expenses	84,968	92,551	166,326	179,597
Operating income	\$ 5,065	\$ 7,517	\$ 10,048	\$ 13,358
International				
Net sales	\$ 31,663	\$ 36,761	\$ 63,598	\$ 70,274
Operating expenses	31,390	35,267	62,422	67,763
Operating income	\$ 273	\$ 1,494	\$ 1,176	\$ 2,511
AWS				
Net sales	\$ 26,281	\$ 30,873	\$ 51,318	\$ 60,140
Operating expenses	16,947	20,713	32,563	38,433
Operating income	\$ 9,334	\$ 10,160	\$ 18,755	\$ 21,707
Consolidated				
Net sales	\$ 147,977	\$ 167,702	\$ 291,290	\$ 323,369
Operating expenses	133,305	148,531	261,311	285,793
Operating income	14,672	19,171	29,979	37,576
Total non-operating income (expense)	573	1,686	(1,751)	4,960
Provision for income taxes	(1,767)	(2,678)	(4,234)	(7,231)
Equity-method investment activity, net of tax	7	(15)	(78)	(14)
Net income	\$ 13,485	\$ 18,164	\$ 23,916	\$ 35,291

Segment Highlights:

Y/Y net sales growth:

North America	9%	11%	11%	9%
International	7	16	8	10
AWS	19	17	18	17
Consolidated	10	13	11	11





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AWS	18	18	18	18
Consolidated	100%	100%	100%	100%



AMAZON.COM, INC.

Consolidated Balance Sheets

(in millions, except per share data)

(unaudited)

	December 31, 2024	June 30, 2025
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 78,779	\$ 57,741
Marketable securities	22,423	35,439
Inventories	34,214	40,825
Accounts receivable, net and other	55,451	57,415
Total current assets	190,867	191,420
Property and equipment, net	252,665	297,616
Operating leases	76,141	82,125
Goodwill	23,074	23,155
Other assets	82,147	87,854
Total assets	\$ 624,894	\$ 682,170
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 94,363	\$ 98,285
Accrued expenses and other	66,965	66,974
Unearned revenue	18,103	21,662
Total current liabilities	179,431	186,921
Long-term lease liabilities	78,277	83,221
Long-term debt	52,623	50,718
Other long-term liabilities	28,593	27,535
Commitments and contingencies		
Stockholders' equity:		
Preferred stock (\$0.01 par value; 500 shares authorized; no shares issued or outstanding)	—	—
Common stock (\$0.01 par value; 100,000 shares authorized; 11,108 and 11,175 shares issued; 10,593 and 10,660 shares outstanding)	111	112
Treasury stock, at cost	(7,837)	(7,837)
Additional paid-in capital	120,864	130,923
Accumulated other comprehensive income (loss)	(34)	2,420
Retained earnings	172,866	208,157
Total stockholders' equity	285,970	333,775
Total liabilities and stockholders' equity	\$ 624,894	\$ 682,170

AMAZON.COM, INC.

Supplemental Financial Information and Business Metrics

(in millions, except per share data)

(unaudited)

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Y/Y % Change
<b>Cash Flows and Shares</b>							
Operating cash flow -- trailing twelve months (TTM)	\$ 99,147	\$ 107,952	\$ 112,706	\$ 115,877	\$ 113,903	\$ 121,137	12%
Operating cash flow -- TTM Y/Y growth	82%	75%	57%	36%	15%	12%	N/A
Purchases of property and equipment, net of proceeds from sales and incentives -- TTM	\$ 48,998	\$ 54,979	\$ 64,959	\$ 77,658	\$ 87,978	\$ 102,953	87%
Free cash flow -- TTM (1)	\$ 50,149	\$ 52,973	\$ 47,747	\$ 38,219	\$ 25,925	\$ 18,184	(66)%
Common shares and stock-based awards outstanding	10,788	10,871	10,872	10,876	10,876	10,952	1%
Common shares outstanding	10,403	10,490	10,511	10,593	10,613	10,660	2%
Stock-based awards outstanding	385	381	361	283	263	292	(23)%
Stock-based awards outstanding -- % of common shares outstanding	3.7%	3.6%	3.4%	2.7%	2.5%	2.7%	N/A
<b>Results of Operations</b>							
Worldwide (WW) net sales	\$ 143,313	\$ 147,977	\$ 158,877	\$ 187,792	\$ 155,667	\$ 167,702	13%
WW net sales -- Y/Y growth, excluding F/X	13%	11%	11%	11%	10%	12%	N/A
WW net sales -- TTM	\$ 590,740	\$ 604,334	\$ 620,128	\$ 637,959	\$ 650,313	\$ 670,038	11%
WW net sales -- TTM Y/Y growth, excluding F/X	12%	12%	12%	11%	11%	11%	N/A
Operating income	\$ 15,307	\$ 14,672	\$ 17,411	\$ 21,203	\$ 18,405	\$ 19,171	31%
F/X impact -- favorable	\$ 72	\$ 29	\$ 16	\$ 14	\$ 53	\$ 153	N/A
Operating income -- Y/Y growth, excluding F/X	219%	91%	55%	60%	20%	30%	N/A
Operating margin -- % of WW net sales	10.7%	9.9%	11.0%	11.3%	11.8%	11.4%	N/A
Operating income -- TTM	\$ 47,385	\$ 54,376	\$ 60,599	\$ 68,593	\$ 71,691	\$ 76,190	40%
Operating income -- TTM Y/Y growth, excluding F/X	252%	205%	129%	86%	51%	40%	N/A





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Net income per diluted share -- TTM

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Y/Y % Change
Net income per diluted share -- TTM	\$ 4.18	\$ 4.67	\$ 5.53	\$ 6.13	\$ 6.55		57%

(1) Free cash flow is cash flow from operations reduced by "Purchases of property and equipment, net of proceeds from sales and incentives."

AMAZON.COM, INC.

## Supplemental Financial Information and Business Metrics

(in millions)

(unaudited)

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Y/Y % Change
<b>Segments</b>							
<b>North America Segment:</b>							
Net sales	\$ 86,341	\$ 90,033	\$ 95,537	\$ 115,586	\$ 92,887	\$ 100,068	11%
Net sales -- Y/Y growth, excluding F/X	12%	9%	9%	10%	8%	11%	N/A
Net sales -- TTM	\$ 362,288	\$ 369,775	\$ 377,425	\$ 387,497	\$ 394,043	\$ 404,078	9%
Operating income	\$ 4,983	\$ 5,065	\$ 5,663	\$ 9,256	\$ 5,841	\$ 7,517	48%
F/X impact -- favorable (unfavorable)	\$ 8	\$ 8	\$ (28)	\$ (49)	\$ (32)	\$ (46)	N/A
Operating income -- Y/Y growth, excluding F/X	454%	58%	32%	44%	18%	49%	N/A
Operating margin -- % of North America net sales	5.8%	5.6%	5.9%	8.0%	6.3%	7.5%	N/A
Operating income -- TTM	\$ 18,962	\$ 20,816	\$ 22,172	\$ 24,967	\$ 25,825	\$ 28,277	36%
Operating margin -- TTM % of North America net sales	5.2%	5.6%	5.9%	6.4%	6.6%	7.0%	N/A
<b>International Segment:</b>							
Net sales	\$ 31,935	\$ 31,663	\$ 35,888	\$ 43,420	\$ 33,513	\$ 36,761	16%
Net sales -- Y/Y growth, excluding F/X	11%	10%	12%	9%	8%	11%	N/A
Net sales -- TTM	\$ 134,012	\$ 135,978	\$ 139,729	\$ 142,906	\$ 144,484	\$ 149,582	10%
Operating income	\$ 903	\$ 273	\$ 1,301	\$ 1,315	\$ 1,017	\$ 1,494	448%
F/X impact -- favorable (unfavorable)	\$ (3)	\$ (94)	\$ 43	\$ 6	\$ (56)	\$ 338	N/A
Operating income -- Y/Y growth, excluding F/X	N/A	N/A	N/A	N/A	19%	324%	N/A
Operating margin -- % of International net sales	2.8%	0.9%	3.6%	3.0%	3.0%	4.1%	N/A
Operating income (loss) -- TTM	\$ (506)	\$ 662	\$ 2,058	\$ 3,792	\$ 3,906	\$ 5,127	674%
Operating margin -- TTM % of International net sales	(0.4)%	0.5%	1.5%	2.7%	2.7%	3.4%	N/A
<b>AWS Segment:</b>							
Net sales	\$ 25,037	\$ 26,281	\$ 27,452	\$ 28,786	\$ 29,267	\$ 30,873	17%
Net sales -- Y/Y growth, excluding F/X	17%	19%	19%	19%	17%	17%	N/A
Net sales -- TTM	\$ 94,440	\$ 98,581	\$ 102,974	\$ 107,556	\$ 111,786	\$ 116,378	18%
Operating income	\$ 9,421	\$ 9,334	\$ 10,447	\$ 10,632	\$ 11,547	\$ 10,160	9%
F/X impact -- favorable (unfavorable)	\$ 67	\$ 115	\$ 1	\$ 57	\$ 141	\$ (139)	N/A
Operating income -- Y/Y growth, excluding F/X	83%	72%	50%	48%	21%	10%	N/A
Operating margin -- % of AWS net sales	37.6%	35.5%	38.1%	36.9%	39.5%	32.9%	N/A
Operating income -- TTM	\$ 28,929	\$ 32,898	\$ 36,369	\$ 39,834	\$ 41,960	\$ 42,786	30%
Operating margin -- TTM % of AWS net sales	30.6%	33.4%	35.3%	37.0%	37.5%	36.8%	N/A

AMAZON.COM, INC.

## Supplemental Financial Information and Business Metrics

(in millions, except employee data)

(unaudited)

	Q1 2024	Q2 2024	Q3 2024	Q4 2024	Q1 2025	Q2 2025	Y/Y % Change
<b>Net Sales</b>							
Online stores (1)	\$ 54,670	\$ 55,392	\$ 61,411	\$ 75,556	\$ 57,407	\$ 61,485	11%
Online stores -- Y/Y growth, excluding F/X	7%	6%	8%	8%	6%	10%	N/A
Physical stores (2)	\$ 5,202	\$ 5,206	\$ 5,228	\$ 5,579	\$ 5,533	\$ 5,595	7%
Physical stores -- Y/Y growth, excluding F/X	6%	4%	5%	8%	6%	7%	N/A
Third-party seller services (3)	\$ 34,596	\$ 36,201	\$ 37,864	\$ 47,485	\$ 36,512	\$ 40,348	11%
Third-party seller services -- Y/Y growth, excluding F/X	16%	13%	10%	9%	7%	10%	N/A
Advertising services (4)	\$ 11,824	\$ 12,771	\$ 14,331	\$ 17,288	\$ 13,921	\$ 15,694	23%
Advertising services -- Y/Y growth, excluding F/X	24%	20%	19%	18%	19%	22%	N/A
Subscription services (5)	\$ 10,722	\$ 10,866	\$ 11,278	\$ 11,508	\$ 11,715	\$ 12,208	12%
Subscription services -- Y/Y growth, excluding F/X	11%	11%	11%	10%	11%	11%	N/A
AWS	\$ 25,037	\$ 26,281	\$ 27,452	\$ 28,786	\$ 29,267	\$ 30,873	17%
AWS -- Y/Y growth, excluding F/X	17%	19%	19%	19%	17%	17%	N/A
Other (6)	\$ 1,262	\$ 1,260	\$ 1,313	\$ 1,590	\$ 1,312	\$ 1,499	19%
Other -- Y/Y growth (decline), excluding F/X	23%	(6)%	5%	17%	4%	18%	N/A

## Stock-based Compensation Expense

Cost of sales	\$ 174	\$ 266	\$ 193	\$ 205	\$ 148	\$ 250	(6)%
Fulfillment	\$ 636	\$ 944	\$ 696	\$ 697	\$ 497	\$ 880	(7)%
Technology and infrastructure	\$ 2,772	\$ 3,670	\$ 2,961	\$ 2,747	\$ 2,060	\$ 3,655	—%
Sales and marketing	\$ 932	\$ 1,224	\$ 1,012	\$ 916	\$ 653	\$ 1,207	(1)%
General and administrative	\$ 447	\$ 618	\$ 471	\$ 430	\$ 331	\$ 542	(12)%
Total stock-based compensation expense	\$ 4,961	\$ 6,722	\$ 5,333	\$ 4,995	\$ 3,689	\$ 6,534	(3)%
Other							
MM shipping costs	\$ 21,834	\$ 21,965	\$ 23,501	\$ 28,540	\$ 22,495	\$ 23,370	6%



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Employees (full-time and part-time; excludes contractors & temporary personnel)	1,521,000	1,532,000	1,551,000	1,556,000	1,560,000	1,546,000	1%
Employees (full-time and part-time; excludes contractors & temporary personnel) -- Y/Y growth	4%	5%	3%	2%	3%	1%	N/A

- (1) Includes product sales and digital media content where we record revenue gross. We leverage our retail infrastructure to offer a wide selection of consumable and durable goods that includes media products available in both a physical and digital format, such as books, videos, games, music, and software. These product sales include digital products sold on a transactional basis. Digital media content subscriptions that provide unlimited viewing or usage rights are included in "Subscription services."
- (2) Includes product sales where our customers physically select items in a store. Sales to customers who order goods online for delivery or pickup at our physical stores are included in "Online stores."
- (3) Includes commissions and any related fulfillment and shipping fees, and other third-party seller services.
- (4) Includes sales of advertising services to sellers, vendors, publishers, authors, and others, through programs such as sponsored ads, display, and video advertising.
- (5) Includes annual and monthly fees associated with Amazon Prime memberships, as well as digital video, audiobook, digital music, e-book, and other non-AWS subscription services.
- (6) Includes sales related to various other offerings (such as shipping services, healthcare services, and certain licensing and distribution of video content) and our co-branded credit card agreements.
- (7) Excludes the impact of Whole Foods Market.

Amazon.com, Inc.  
Certain Definitions

Customer Accounts

- References to customers mean customer accounts established when a customer places an order through one of our stores. Customer accounts exclude certain customers, including customers associated with certain of our acquisitions, Amazon Payments customers, AWS customers, and the customers of select companies with whom we have a technology alliance or marketing and promotional relationship. Customers are considered active when they have placed an order during the preceding twelve-month period.

Seller Accounts

- References to sellers means seller accounts, which are established when a seller receives an order from a customer account. Sellers are considered active when they have received an order from a customer during the preceding twelve-month period.

AWS Customers

- References to AWS customers mean unique AWS customer accounts, which are unique customer account IDs that are eligible to use AWS services. This includes AWS accounts in the AWS free tier. Multiple users accessing AWS services via one account ID are counted as a single account. Customers are considered active when they have had AWS usage activity during the preceding one-month period.

Units

- References to units mean physical and digital units sold (net of returns and cancellations) by us and sellers in our stores as well as Amazon-owned items sold in other stores. Units sold are paid units and do not include units associated with AWS, certain acquisitions, certain subscriptions, rental businesses, or advertising businesses, or Amazon gift cards.

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## **EXHIBIT J**



# LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389



6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

\*  $i_{\frac{1}{2}}$ Years Out of Law School  $i_{\frac{1}{2}}$  is calculated from June 1 of each year, when most law students graduate.  $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier  $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier  $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier  $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.



**PROOF OF SERVICE**

At the time of service, I was 18 years of age and **not a party to this action**. I am employed in the County of Los Angeles, State of California. My business address is 15303 Ventura Blvd., 9<sup>th</sup> Floor, Los Angeles, CA 91403. On October 22, 2025, I served the following document(s):

**DECLARATION OF AIDA POULSEN IN SUPPORT OF MOTION TO  
APPROVE AND ENTER CONSENT JUDGMENT BETWEEN PLAINTIFF THE  
CHEMICAL TOXIN WORKING GROUP INC. AND DEFENDANT DULCICH, INC.  
dba PACIFIC SEAFOOD GROUP**

on the interested parties by placing (X) the original ( ) a true and correct copy thereof, using the method (X) identified below, addressed as follows: **SEE SERVICE LIST**

•        VIA FACSIMILE:

I transmitted a true copy by facsimile to the person(s) and facsimile number(s) listed in the Service List and/or on the attached service list:

•        VIA OVERNIGHT COURIER:

I caused the above –referenced documents(s) to be delivered to Golden State Overnight, an overnight courier service, for delivery to the parties at the listed addressee(s) in the Service List [CCP§1013(c), 2015.5],

•        VIA MAIL:

I enclosed the documents(s) in a sealed envelope addressed to the person(s) at the address(es) listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, the envelope was deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

•   X   VIA ELECTRONIC SERVICE:

I electronically served the documents listed above addressed to the person(s) at the email address(es) listed on the Service List on the date listed above.

•        VIA PERSONAL SERVICE:

I caused the aforementioned document(s) to be delivered to the person(s) listed above and/or on the attached service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed: October 22, 2025, at Mechanicsburg, PA.

/s/ Chloe Lewis

Chloe Lewis



**SERVICE LIST**

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